

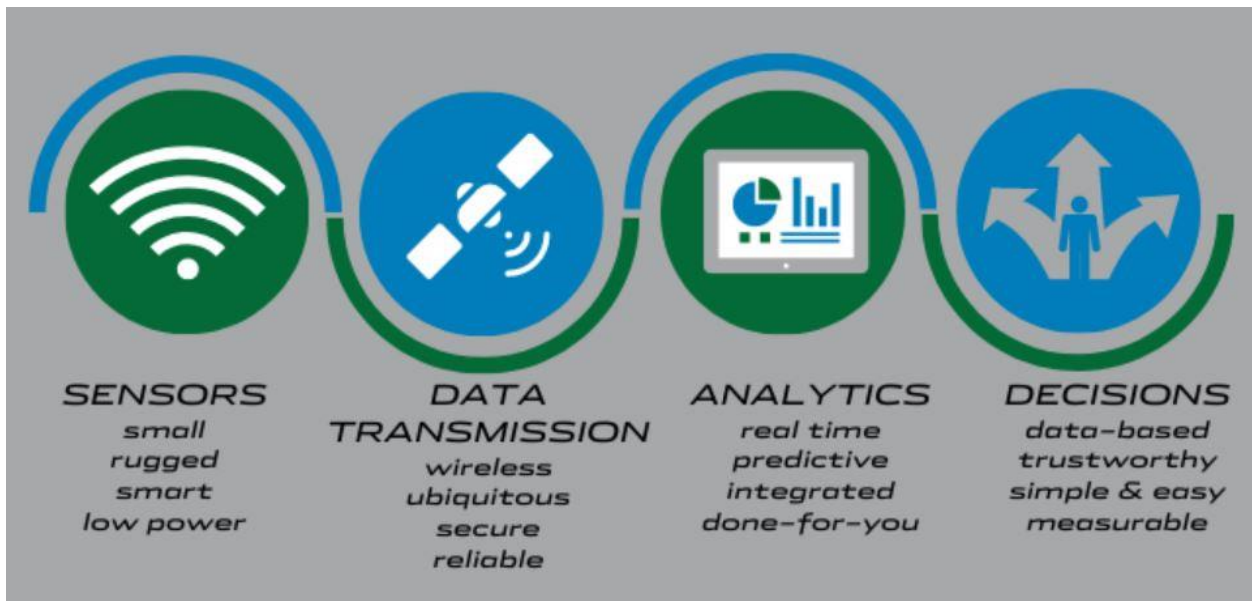
**SmartCover® Systems - Comprehensive Monitoring Service Program  
8 SmartCover Units**

For

**City of Beaumont**

**Attention: Thaxton Van Belle**

Offered by  
**SmartCover® Systems™**



**Quotation Date: 5/21/2021**

**Quote Validity: 60 Days**

**By: Eric Van Cleave**

**Regional Sales Manager – Southern California**

**760.224.9526 / [evcleave@smartcoversystems.com](mailto:evcleave@smartcoversystems.com)**

## Proposal Summary

| Description   |
|---|
| <p><b>Overview</b></p> <p>SmartCover is a complete end-to-end solution including:</p> <ul style="list-style-type: none"> <li>• Remote Sensing System located at each monitoring site</li> <li>• SmartFLOE (flow estimation) can be utilized at sites that are suitable throughout the 3 Years</li> <li>• SmartRain sites are included throughout the 3 Years (up to 4 SmartRains)</li> <li>• Advanced Iridium Satellite Communications</li> <li>• Data Storage and Management</li> <li>• Cloud-based user software with 24/7 browser access</li> <li>• <b>Full warranty support for all parts for the entire agreement period</b></li> </ul> <p><b>Installation and Ongoing Support</b></p> <p>SmartCover Systems provides full installation, maintenance, and technical support throughout the agreement:</p> <ul style="list-style-type: none"> <li>• System Installation includes by a local, certified field service technician. Note: The City provides traffic control.</li> <li>• Initial Website set up and in-person website training will be provided by a SmartCover Systems representative</li> </ul> |

### Year 1

| Part Number  | Service Description details  | Price (Each) | 8 Systems          |
|--------------|--|--------------|--------------------|
| CP-H-3       | Comprehensive Monitoring Service Program   | \$2,220      | \$17,760           |
| Installation | Labor Installation of SmartCover® Systems™ by Trained SmartCover® Systems™ Field Tech  | \$300        | \$2,400            |
| CA Tax       | Tax will be charged for hardware portion only at the rate of: 7.75% (City of Beaumont) | NA           | \$1,562.40         |
| Total        |  |              | <b>\$21,722.40</b> |

### Year 2

| Part Number | Service Description details  | Price (Each) | 8 Systems          |
|-------------|--|--------------|--------------------|
| CP-H-3      | Comprehensive Monitoring Service Program   | \$2,220      | \$17,760           |
| CA Tax      | Tax will be charged for hardware portion only at the rate of: 7.75% (City of Beaumont) - Tax Subject To Change | NA           | \$1,376.40         |
| Total       |  |              | <b>\$19,136.40</b> |

### Year 3

| Part Number | Service Description details  | Price (Each) | 8 Systems          |
|-------------|--|--------------|--------------------|
| CP-H-3      | Comprehensive Monitoring Service Program   | \$2,220      | \$17,760           |
| CA Tax      | Tax will be charged for hardware portion only at the rate of: 7.75% (City of Beaumont) – Tax Subject To Change | NA           | \$1,376.40         |
| Total       |  |              | <b>\$19,136.40</b> |

**3 Year Total - \$59,995.20**

## **Above Pricing Assumes These Conditions:**

- There are discount structures at 11-20 units, and 20+ units
- CP-H-3 pricing above is equivalent to \$185 a unit/month
- Labor Is Not Included Beyond Installation

## **Payment Terms**

- Paid annually, at the beginning of each year
- After the year 3, the customer owns the hardware.
- A Comprehensive Monitoring Service Program is available for years 4 and beyond at a lower rate than the first 3 years.

## **Cancellation Terms**

Cancellation within two years of the commencement of the contract period is subject to 66% of the three-year cost; cancellation thereafter is subject to the full three-year contract cost.

## **DELIVERY**

- Standard: (4-6) weeks upon receipt of a Purchase Order and with receipt of complete engineering and site information from the customer as requested.
- All customers will be notified of the shipment date upon Order Acknowledgement.
- Actual availability may vary depending on total demand.
- The "standard (4-6) weeks" is not a guarantee but a good faith estimate. It is strongly recommended that an order be placed as early as possible. Reasonable efforts will be made to provide earlier delivery if requested.

## ***ADDITIONAL TERMS & CONDITIONS, LIMITED WARRANTY***

### **Mutual Hold Harmless**

SmartCover agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Customer from any and all claims that may arise, or damages that may result, to SmartCover or SmartCover staff to the extent caused by SmartCover's negligence during the performance of this contract. Customer agrees, to the fullest extent permitted by law, to indemnify and hold harmless SmartCover, its officers, directors, employees and subcontractors (collectively, SmartCover) from any and all claims that may arise, to the extent caused by the Customer's negligent acts in connection with the installation, operation, or use of the SmartCover, and the acts of its contractors, subcontractors or consultants or anyone for whom the Customer is legally liable. Neither SmartCover nor the Customer shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

**Loss of Communications**

Customer acknowledges that SmartCover is not responsible for the loss of wireless communication or internet communications or any communications used in the operation of this system.

**Advisory Only**

SmartCover is an advisory service only. As such, SmartCover and its founders, owners, or staff are not responsible for any damage of any kind or from any cause whatsoever that may result from, in relation to, in connection with, due to, or as a result of the installation or operation of the system, including without limitation, equipment failure, or any consequential damages caused by, or resulting from, the use or installation of the SmartCover system.

**Limited Warranty**

The equipment components of the SmartCover are warranted free from material defects of material and workmanship for a period of one year from the date of installation. Unless otherwise stated, the SmartCover warranty herein is a parts-only warranty. Should the Customer discover any condition that might invoke a warranty claim, they are to expeditiously and without delay notify the SmartCover Technical Services group. Upon notification, SmartCover will assess and instruct the user on follow-on actions. Should a component fail as a result of a defect in material or workmanship, SmartCover will replace the component or repair it at the SmartCover location. For all valid warranty claims, as determined by SmartCover reasonable freight charges to and from Customer shall be paid by SmartCover. In all cases, SmartCover shall determine the shipping method and/or carrier unless otherwise agreed to in writing by Customer and SmartCover. Upon approval of a warranty failure by SmartCover, SmartCover will either repair or replace the defective component at SmartCover sole discretion.

The foregoing warranty is exclusive. Repair or replacement in the manner provided above shall be the sole and exclusive remedy for breach of warranty and shall constitute fulfillment of all liabilities of SmartCover with respect to the quality and performance of the products. This warranty does not cover damage or repairs or replacements by any cause beyond the control of SmartCover, including acts of nature, improper use, lack of proper maintenance, vandalism, or unauthorized repair. SmartCover shall not be liable for any actual, exemplary, indirect or consequential damages, including damages for loss of goodwill or profits and/or losses, that stem from a failure or malfunction of the SmartCover system.

SmartCover does not provide traffic control. Customer must provide traffic control for installation and servicing of all units.

In no event shall SmartCover's liability, whether in contract or in tort (including negligence and strict liability), exceed the price of the Product from which such liability arises.

**Rights to Use**

The SmartCover® family of products and all resulting data produced by them are proprietary and protected by a suite of intellectual property assets including but not limited to patents, trademarks and copyrights. The right to use these products and data is limited to the purchaser only. Any disclosure, use or other unauthorized disposition of any SmartCover® product or proprietary data outside the purchaser's organization, including third-party consultants, is prohibited.

**Acceptance**

**The undersigned have read, acknowledge and agree to this offer.  
Please include this entire document with Purchase Order.**

**Signatures**

**SmartCover Systems**

**City of Beaumont**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Eric Van Cleave  
Regional Sales Manger  
Southern California**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Date: 5/21/2021**

\_\_\_\_\_  
Date