



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between ITERIS, INC. ("**Vendor**") and the **City of Burleson, ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the BUYBOARD Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No.** 695-23, as amended, (the "**Agreement**") with an expiration date of 03/31/2025.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

SEE ATTACHMENT A.

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement are in the amount of ONE MILLION, SEVEN HUNDRED FORTY-FOUR THOUSAND, ONE HUNDRED EIGHTY-THREE AND 80/100 DOLLARS ("**Purchase Price**").

Term - The Term of this Customer Agreement ("**Term**") shall be for one of the following as selected below (Select the type of contract that applies):

Single Purchase Contract -The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Supply / As Needed Contract- The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Multi-Year Contract-The Term shall be for one (1) year(s) expiring on _____.
This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

Emergency Purchase - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

Standard Addendum with the City of Burleson, Texas - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the 22 day of JULY 2024 .

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR DocuSigned by: ITERIS, INC.

By: Kirk E. Barnes
D90B19D93597496

Name: Kirk E. Barnes

Title: Iteris TX Regional Sales Manager

Date: 7/2/2024

Date: _____

ATTACHMENT A



JOHN DRAKE
 1700 Carnegie Ave. Suite 100
 Santa Ana, CA 92705-5551
 Phone: (512)592-9567

EQUIPMENT QUOTE
 Quote #: 11082023-1c-JGD
 REV 1

email: jgd@iteris.com, web site: www.iteris.com

| | | |
|---|--|--|
| Iteris, Inc. 1700 Carnegie Ave, Suite 100, Santa Ana, CA 92705-5551 | | |
|---|--|--|

| | | |
|---|---------------|--------------|
| Agency: BURLESON, TX Project Name: ATMS 20PW05 End User: BURLESON, TX | PRIMARY QUOTE | July 1, 2024 |
|---|---------------|--------------|

| ITEM # | DESCRIPTION | NOTES | QTY | BUYBOARD DISCOUNTED PRICE | EXT. PRICE |
|--|--|------------------------|--------------|---------------------------|-----------------------|
| 6083-6001 | VIDEO IMAGING AND RAD DET SYSTEM | SEE ITEMS BELOW | 54 | | |
| APEX-CAB-INT | Apex Cabinet Interface(CI) with Packout Kit | BUYBOARD 695-23 | 17 | \$8,950.00 | \$152,150.00 |
| APEX-PWR-3W | Apex Power Injector (PI) - 3 Wire Version | BUYBOARD 695-23 | 17 | \$2,500.00 | \$42,500.00 |
| APEX-VEC-3W | Apex Hybrid Camera/Radar Sensor - 3 wire | BUYBOARD 695-23 | 54 | \$4,500.00 | \$243,000.00 |
| MON-8HDMI | 8" Color LCD Monitor | BUYBOARD 695-23 | 17 | \$195.00 | \$3,315.00 |
| 6083-6001 | VIDEO IMAGING DET SYSTEM | SEE ITEMS BELOW | 72 | | |
| APEX-CAB-INT | Apex Cabinet Interface(CI) with Packout Kit | BUYBOARD 695-23 | 17 | \$8,950.00 | \$152,150.00 |
| APEX-CAM-3W | Apex Camera Sensor - 3 Wire | BUYBOARD 695-23 | 72 | \$2,700.00 | \$194,400.00 |
| APEX-PWR-3W | Apex Power Injector (PI) - 3 Wire Version | BUYBOARD 695-23 | 17 | \$2,500.00 | \$42,500.00 |
| AS-0175-74-62-PNC | Camera Bracket, 1-Piece Adjustable Stellar, 74" Tube, 62" Galv Cable, Alum | BUYBOARD 695-23 | 72 | \$197.00 | \$14,184.00 |
| MON-8HDMI | 8" Color LCD Monitor | BUYBOARD 695-23 | 17 | \$195.00 | \$3,315.00 |
| DETECTION CABLE 16-3C TYPE SJOOW | SEE ITEMS BELOW | | 23262 | | |
| SJOOW-PWR-1000 | CABLE, 16-3C TYPE SJOOW, BLACK JACKET, 300V, 90C (1,000 FT) | BUYBOARD 695-23 | 24 | \$765.00 | \$18,360.00 |
| 980316 X-19-1 | IMSA 19-1 signal cable Part Number 980316 X-19-1 | | 24000 | | |
| Detection Total | | | | | \$865,874.00 |
| 680 6003 | HWY TRF SIG (SYSTEM) | SEE ITEMS BELOW | | | |
| 8132-0000-018 | M60 NEMA CONTROLLER WITH SEPAC 5.4.4 | BUYBOARD 695-23 | 32 | \$2,460.00 | \$78,720.00 |
| ABW12027P001 | CBL, TYPE 2 TO TYPE 1 ADPTR | | 32 | | |
| ATMS | ADVANCED TRAFFIC MANAGEMENT SYSTEM | | | | |
| TACTICS-50 | TACTICS CENTRAL 50 | BUYBOARD 695-23 | 1 | \$75,345.00 | \$75,345.00 |
| ITERIS-SPM-5YR | SIGNAL PERFORMANCE MEASURES-5YEARS (PER INTERSECTION) | BUYBOARD 695-23 | 13 | \$2,040.00 | \$26,520.00 |
| Fax or email Purchase Orders to: Marilyn Holden, (949) 270-9441, RS-Sales-Support@iteris.com , please include quote number on your purchase order Quote Terms: Net 30 days, subject to credit approval and Iteris Standard Terms & Conditions unless negotiated in writing with Iteris, Inc. prior to purchase. Prices are valid for 30 days from the date of quote unless extended in writing. FOB Destination, freight included, does not include insurance. Equipment from this quote may only be installed in the State of Texas. This quotation and any resulting order are subject to Iteris' Roadway Sensor Products Standard Terms and Conditions of Sale attached hereto or available at http://www.iteris.com/RS-Std-TC.pdf , which are incorporated herein by this reference. | | | | SUBTOTAL | \$1,046,459.00 |
| | | | | FREIGHT TAX | PPD 0.00% |
| | | | | DISCOUNT | 0.00% |
| | | | | TOTAL | \$1,046,459.00 |

GREATER THAN STANDARD DISCOUNT APPLIED TO SOME ITEMS.



JOHN DRAKE
 1700 Carnegie Ave. Suite 100
 Santa Ana, CA 92705-5551
 Phone: (512)592-9567
 email: jgd@iteris.com, web site: www.iteris.com

EQUIPMENT QUOTE
 Quote #: 11082023-3c-JGD
 REV 1

Iteris, Inc.
 1700 Carnegie Ave, Suite 100,
 Santa Ana, CA 92705-5551



Agency: BURLESON, TX
 Project Name: ATMS #20PW05 -ALTERNATE BID
 End User: BURLESON, TX ALTERNATE BID

July 1, 2024

| ITEM # | DESCRIPTION | NOTES | QTY | SUPPLIER | UNIT PRICE | EXT. PRICE |
|---|--|--|-----|----------|--------------|---------------------|
| PLANAR VIDEO WALL | | | | | | |
| Planar TVF 0.9 LED Video Wall (10x4) 19.9' x 4.5' | Includes all associated Cabinets , LED Module(s), 4-Out Video Controller, Fiber to CAT transceivers , mounting brackets, trim kit and associated cables for a 19.9' x 4.5' LED Video Wall | BUYBOARD 695-23 (PLANAR SILVER LED ASSISTED INSTALLATION REQUIRED.) | 1 | | \$249,984.00 | \$249,984.00 |
| Planar Silver LED Assisted Installation (Mandatory) | Professional services including TVF commissioning, assisted installation, and on-site training by a Planar Employee. This is Mandated by the manufacturer and must be purchased along with associated LED Video Wall | BUYBOARD 695-23 (PLANAR SPECIFIED) | 1 | | \$7,056.00 | \$7,056.00 |
| Equipment Rack (42U rack cage) | Equipment Rack (42U rack cage, w/ casters) | BUY BOARD 695-23 | 1 | | \$2,419.20 | \$2,419.20 |
| Rack Mount UPS | 2000VA Rackmount 2U LCD 120V (APC) | BUY BOARD 695-23 | 1 | | \$2,318.40 | \$2,318.40 |
| Iteris Video Wall Support Labor (Onsite) | Video Wall assisted installation, TMC component integration, testing, training and support by certified Planar staff (per person/per day) | BUY BOARD 695-23 | 8 | | \$2,721.60 | \$21,772.80 |
| Iteris Video Wall Support Labor (Offsite) | TMC offsite support by Iteris Staff (per day) | BUY BOARD 695-23 | 5 | | \$2,217.60 | \$11,088.00 |
| Display Wall PC | 1 Rack Mount Display Wall PC (incl CPU, Display Port to DVI Adaptors, Rack Mount Kit) | BUY BOARD 695-23 | 1 | | \$6,451.20 | \$6,451.20 |
| HDMI over CAT6 extenders | HDMI over CAT6 Extender System (incl 2 HDMI Cables, 1-100ft CAT6 Cable, Extender Units) | BUY BOARD 695-23 | 3 | | \$378.00 | \$1,134.00 |
| TMC Audio System | 5.1 Surround Sound Receiver, Wireless Subwoofer, 5 recessed ceiling mounted speakers, speaker cable | BUY BOARD 695-23 | 1 | | \$2,419.20 | \$2,419.20 |
| Total Planar Video Wall | | | | | | \$304,642.80 |
| TMC CONSOLE FURNITURE | | | | | | |



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 REV 1

email: jgd@iteris.com, web site: www.iteris.com

Iteris, Inc.
 1700 Carnegie Ave, Suite 100,
 Santa Ana, CA 92705-5551



Agency: BURLESON, TX
Project Name: ATMS #20PW05 -ALTERNATE BID
End User: BURLESON, TX ALTERNATE BID

July 1, 2024

| ITEM # | DESCRIPTION | NOTES | QTY | SUPPLIER | UNIT PRICE | EXT. PRICE |
|---|--|-----------------------------|-----|----------|-------------|-------------|
| Write Line Console Furniture by Eaton (3 Work Station 22' x 6.5') | Includes the following parts with vendor installation to make 3 workstations (2) PC2429D1 - 24" Core, Double Sided (3) PC7229D1 - 72" Core, Double Sided (3) PCPUCADL - CPU Cady Left (3) PCPUCADR - CPU Cady Right (4) PCSK2000 - 20" Wide Core Skin (3) PCSK2400 - 24" Wide Core Skin (2) PDW2416D - 24x16 Display Wall Ds (2) PDWT24D1 - 24" Wide Wall Top Trim, Ds (3) PDWT72D1 - 72" Wide Wall Top Trim, Ds (3) PEWS72303 - 72" Dual Linear Lift (3) PMW7216D - 72x16 Modular Wall Ds (2) PPWS24601 - 24x60 Peninsula Worksurface (30/30) (2) PUPRSLH1 - 30"D Cantilever Top Support Lh (2) PUPRSRH1 - 30"D Cantilever Top Support Rh (2) PVET16T1 - Vertical End Trim T1 (16) (12) PWF3616 - 36x16 Fabric Insert (User Fac) (2) PWS2410 - 2x10 Linear Worksurface (2) PWS7210 - 72x10 Linear Worksurface | BUYBOARD (PENDING APPROVAL) | 1 | | \$63,000.00 | \$63,000.00 |

| | | |
|--|-----------------|---------------------|
| Fax or email Purchase Orders to: Marilyn Holden, (949) 270-9441, RS-Sales-Support@iteris.com , please include quote number on your purchase order | SUBTOTAL | \$367,642.80 |
| Quote Terms: Net 30 days, subject to credit approval and Iteris Standard Terms & Conditions unless negotiated in writing with Iteris, Inc. prior to purchase. | FREIGHT | PPD |
| Prices are valid for 30 days from the date of quote unless extended in writing. | TAX | 0.00% |
| FOB Destination, freight included, does not include insurance. Equipment from this quote may only be installed in the State of Texas. | DISCOUNT | 0.00% |
| This quotation and any resulting order are subject to Iteris' Roadway Sensor Products Standard Terms and Conditions of Sale attached hereto or available at http://www.iteris.com/RS-Std-TC.pdf , which are incorporated herein by this reference. | TOTAL | \$367,642.80 |

GREATER THAN STANDARD DISCOUNT APPLIED TO SOME ITEMS.



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 Phone: (512)592-9567
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EQUIPMENT QUOTE
 Quote #: 11282023-3-JGD

Iteris, Inc.
 1700 Carnegie Ave, Suite 100,
 Santa Ana, CA 92705-5551



Agency: BURLESON, TX
Project Name: INSTALLATION ITEMS FOR CP #20PW05
End User: BURLESON, TX

July 1, 2024

| ITEM # | DESCRIPTION | NOTES | QTY | SUPPLIER | UNIT PRICE | EXT. PRICE |
|-----------------------------|--|---|-------|----------|------------|--------------|
| INSTALLATION/INTEGRATION | Traffic Signal Installation and Integration Assistance by Factory Trained Personnel | BUYBOARD 695-23 | 126 | | \$1,020.00 | \$128,520.00 |
| DETECTOR INSTALLATION | INSTALLATION OF TRAFFIC DETECTORS | | 126 | | | |
| INSTALLATION/INTEGRATION | Traffic Signal Installation and Integration Assistance by Factory Trained Personnel | BUYBOARD 695-23 | 116 | | \$1,020.00 | \$118,320.00 |
| DETECTOR CABLE INSTALLATION | DETECTOR CABLE INSTALLATION | ONLY APPLICABLE IF CABLE CAN BE PULLED WITHOUT ADDITIONAL PREPARATIONS OR REPAIRS | 23262 | | | |
| INSTALLATION/INTEGRATION | Traffic Signal Installation and Integration Assistance by Factory Trained Personnel | BUYBOARD 695-23 | 34 | | \$1,086.00 | \$36,924.00 |
| CCTV CAMERA INSTALLATION | TRAFFIC SIGNAL CCTV CAMERA INSTALLATION | | 34 | | | |
| AMGPSU-I48-P240-K | 48 VDC, 240W (5A) Industrial Power Supply, DIN-Rail Mounting, -40°C to +70°C, Fault Relay Output (Adjustable 48-53 VDC), Includes USA Type Power Lead, 400mm (16in) DC Power Cable & 125mm (5in) DIN Rail For PSU & Equipment Mounting | FOR LOCATIONS WITH CABLE LENGTHS OVER 300 FT. | 3 | | | |
| AMG150-2GBT-P180 | Industrial 2 Port PoE Injector, 2 x 10/100/1000Base-T(x) RJ45 Ports With 802.3bt 60/90W PoE, Can Be 1 x In & 1 x 90W Out Or 2 x 90W Out, DIN Rail / Wall Mount, -40°C to +75°C, 52-56 VDC Power Input | FOR LOCATIONS WITH CABLE LENGTHS OVER 300 FT. | 3 | | | |



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EQUIPMENT QUOTE
 Quote #: 11282023-3-JGD

Iteris, Inc.
 1700 Carnegie Ave, Suite 100,
 Santa Ana, CA 92705-5551



Agency: BURLESON, TX
Project Name: INSTALLATION ITEMS FOR CP #20PW05
End User: BURLESON, TX

July 1, 2024

| | | | | | | |
|---|--|---|-----------|--|--------------------|---------------------|
| INSTALLATION/INTEGRATION | Traffic Signal Installation and Integration Assistance by Factory Trained Personnel | BUYBOARD 695-23 | 23 | | \$1,026.00 | \$23,598.00 |
| CAT6 INSTALLATION | TRAFFIC SIGNAL CAT6 CABLE INSTALLATION | ONLY APPLICABLE IF CABLE CAN BE PULLED WITHOUT ADDITIONAL PREPARATIONS OR REPAIRS | 4,631 | | | |
| INSTALLATION/INTEGRATION | Traffic Signal Installation and Integration Assistance by Factory Trained Personnel | BUYBOARD 695-23 | 32 | | \$710.00 | \$22,720.00 |
| CONTROLLER INSTALLATION/INTEGRATION | INSTALL AND PROGRAM CONTROLLER. INSTALL PERIPHERALS | (CONTROLLER X32, ETHERNET SWITCH X39, AND CELL MODEM X39 INSTALL AND INTEGRATION) | 32 | | | |
| Fax or email Purchase Orders to: Marilyn Holden, (949) 270-9441, RS-Sales-Support@iteris.com , please include quote number on your purchase order | | | | | SUBTOTAL | \$330,082.00 |
| Quote Terms: Net 30 days, subject to credit approval and Iteris Standard Terms & Conditions unless negotiated in writing with Iteris, Inc. prior to purchase. | | | | | FREIGHT TAX | PPD 0.00% |
| Prices are valid for 30 days from the date of quote unless extended in writing. | | | | | DISCOUNT | 0.00% |
| FOB Destination, freight included, does not include insurance. Equipment from this quote may only be installed in the State of Texas. | | | | | TOTAL | \$330,082.00 |
| GREATER THAN STANDARD DISCOUNT APPLIED. | | | | | | |