



# Sommett Blanc Multifamily Condominium Towers A, B & C

July 7, 2023



## Dormakaba Saffire Access Security Solution

9300 MARSAC AVE  
PARK CITY, UT 84060

July 7, 2023

Mr. Mark Huber  
Aspen Group USA  
185 Aspen Drive  
Park City, Utah, 84098

RE: Sommett Blanc Multifamily Condominium Towers A, B & C

Dear Mark,

American Direct is please to submit our proposal for the Sommett Blanc Multifamily Condominium Towers A, B & C. This proposal will be coordinated with our Division 8 group to provide a complete solution at each opening.

American Direct's Div. 8 and 28 Groups offer a unique combined project approach for both Divisions. We are a distributor providing Div. 8 materials, are an original equipment manufacturer for an access control platform, AccessNsite, are a commercial integrator providing installation and support, and our technical support team assists our customers providing remote and onsite services throughout the life cycle of the project and building. We find how to simplify projects for our customers providing direct/clean integrations eliminating unnecessary equipment, avoid scope gaps between 8 and 28, and ensure compatibility of everything at all openings.

Aspen Group USA requested elevator access control. We suggest for Towers A, B and C installing a card reader inside the elevator cabs. This is more cost effective versus installing a card reader at multiple elevator lobby call buttons. When an individual presents a valid credential, they can select a floor. For Tower B we included floor control to enable individuals in the garage area to access Level 1 but not able to gain entry to the residential floors.

This proposal includes material, programming/commissioning labor, an alternate to provide the installation labor for the material and an alternate for the BLE option for the system.

Thank you for the opportunity to propose this project and we look forward to a mutually rewarding partnership.

Thank you,

Sincerely,

American Direct



Heather Rolli

## **Our Team**

### **Byron Whetstone**

#### ***CEO and President***

Byron is the CEO and President of American Direct. Since starting the company in 1991, his vision and devotion to creating a culture of constant innovation has led American Direct on a trajectory of success. In early 2016, Byron's progressive thinking led to the acquisition of AccessNsite access control solution, an unprecedented move for a traditional door, frame, and hardware company. This innovative approach put American Direct on track to become the only company in the nation able to combine Division 8 and Division 28 product, service, and expertise to deliver totally integrated safety and security solutions at the door opening. Since its first full year in operation in 1992, American Direct's revenue has grown from \$1.8 million to \$140+ million in 2023.

### **Brian Ashley**

#### ***Vice President, Enterprise Systems***

Brian brings more than 28 years' experience in integration, security, and the life-safety field. Throughout his career, he has provided consulting and system engineering for schools, industry, government and businesses in design/build security and surveillance solutions. As Vice President of Enterprise Systems, Brian is responsible for the design, deployment, and implementation of life safety and security systems for the enterprise market, more specifically the merger of Electronic Physical Security (Division 28) and Physical/Architectural Door Systems (Division 8).

### **Scott Clingan**

#### ***Operations Project Manager***

Scott brings more than 16 years' experience in access control, IP and analog cameras, video/audio intercoms. Scott is responsible for deployment, fulfillment and implementation of life safety and security systems and offering system engineering and design for school, multifamily, healthcare, government and commercial installations utilizing American Direct's offices, warehouse/fulfillment centers and technicians nationwide.

### **Heather Rolli**

#### ***Senior Sales Consultant Total Security Solutions***

Heather Rolli has been involved in the physical access security industry for over a decade, working as both a system engineer and project manager. Heather has established relationships with many major distributors and vendors and has provided solutions for customers of all sizes in a variety of industries such as energy, transportation, hospitality, multifamily, campus housing, state and local government and corporate enterprise.

**PROPOSAL BREAKDOWN:**

**ACCESS CONTROL -**

Saffire Community LX-M Mortise locks	(93)
Community Wall Reader	(6)
Community CA150-KIT Single Door Enclosure w/power supply	(6)
1. Single door enclosure installed in each elevator equipment room for:	
• Tower A elevators S1, T1, T2	
• Tower B elevators T3 & T4	
• Tower C elevator T5	
2. Card reader installed in elevator cab by elevator company. When valid card presenter individual can select any floor to gain access.	
3. 120V power to power supply furnished and installed by electrical contractor.	
Community EC1500 Single Elevator Enclosure	(1)
1. Single door enclosure installed in elevator equipment room B-P3.	
2. Card reader installed in elevator cab by elevator company. When valid card presented individual can select main Level 1.	
3. 120V power to power supply furnished and installed by electrical contractor.	
Community Software with Aurora Integration for Wall Reader Management	(1)
Community Single Workstation Install/Train	(1)
Power Override Kit for emergency power	(1)
Keyfob MIFARE Plus, 2K Memory, Black (Order Qty: 25)	(500)
Keyfob construction	(50)
Access composite cabling between door devices and enclosures	(1)

<b>Material/Software/Licensing.....</b>	<b>\$ 77,353.49</b>
<b>Programming/Commissioning/Training/Travel.....</b>	<b>\$ 17,477.00</b>
<b>Total Contract Price .....</b>	<b>\$ 94,830.49</b>

**Alternate 1** **\$ 18,492.00**  
 Installation labor to pull wiring and install equipment listed above

**Alternate 2** **\$ 7,252.00**  
 BLE mobile credentials, mobile interface module for Community software, and programming labor.

## NOTES AND QUALIFICATIONS:

1. Proposal design based building floor plans and specifications dated 11/18/22.
2. If bonding is required bonding rate is 1 and 1/2%
3. Credit terms are 30 days net, from invoice date, no retainage with progress billing allowed.
4. Proposal is based on acceptance of all scopes as a package. Price for separate parts of the work may be increased from the values shown above.
5. Proposal is based on all locks being purchased at the time.
6. Prevail wage labor rates included per specification.
7. Proposal includes installation of material in bill of materials, programming and commissioning of same material
8. Intelligent controllers and locksets require 50% deposit of hardware prior to ordering. Standard lead time is 12 to 40 weeks.
9. Warranty of new equipment furnished in this proposal only will be supported and honored by American Direct.
10. Any door hardware required outside of this proposal will be furnished and installed by others.
11. Building network infrastructure and WiFi furnished by others except for equipment listed in this proposal. Racks, rack space, wire management, patch panels, patch cables, UPS's, PoE switches for IP video, access control and intercom systems by others.
12. 120V power drops furnished and installed by electrical contractor.
13. IP mapping, schema, networking topology to be provided by Client prior to award.
14. Unless otherwise specified, UTP structured cabling systems for all systems including pulling, terminating and testing by others.
15. If required, fiber optics structured cabling systems for IP cameras, Code Blue equipment and intercoms including pulling, terminating and testing by others or Telecommunications Contractor.
16. If required, Emergency power at access control panels, PoE switches, racks, access panels, etc. furnished by others.
17. If required, Network drops at security enclosures, guest entries, IP cameras, NVR, PoE switch locations by others.
18. If required, elevator umbilical by elevator contractor is required to have 5 wires available for card readers and 4 wires available for cameras installed elevator cabs. Elevator contractor will make all terminations in elevator cab and elevator equipment room.
19. If required, fire alarm relays for controllers furnished and installed by others.
20. Coring, raceways, conduit, splice boxes, J hooks, etc. by others.
21. Firestopping and sleeves between floors and penetrations by others.
22. Free and unfettered access to project site.
23. General liability insurance and workman's compensation is included in proposal.
24. No retention shall be required for any and all hardware or work performed.
25. General liability insurance and workman's compensations is included in this proposal.
26. No retention shall be required for any hardware or work performed.
27. No core drilling is included in this proposal.
28. Work will be performed during normal business hours.
29. System training is included.
30. Access control devices meet ADA requirements and will be installed at required ADA height.

31. Equipment included in this proposal cannot be ordered until approved submittals have been received.
32. Lead time for equipment included in this proposal is approximately 12-20 weeks.
33. Additional system integrations beyond what is included in this proposal to other buildings systems can be reviewed and a separate proposal provided.
34. EXCLUDES SALES TAX
35. EXCLUDES patching and painting of surfaces.
36. EXCLUDE All lighting, poles, boring, trenching, backfilling, concrete, cutting, coring, roof penetrations, man lift, aerial lift, lighting protection and all conduit if required.
37. EXCLUDE Providing high speed internet connection
38. EXCLUDE A desktop(s) and monitor(s) for local viewing and management of system.
39. EXCLUDE Non specified IT required programming and/or fiber backbones

### Terms and Conditions

1. All prices are in U.S. Dollars.
2. All prices are based on products F.O.B Client Site.
3. All QUOTES are good for 30 days.
4. This quote is for the equipment listed. Any equipment or service not specifically listed is not covered by this quote.
5. American Direct employees have tried to compile an accurate list of equipment to meet the requirements of the project.
6. Prices quoted are for this project only. The pricing in this quote may or may not affect price for future or past projects. American Direct strives to provide the highest quality of service and materials for each project.
7. Items marked "Special Order" are not stocked in American Direct facilities. These items may have a long lead time. Special Order items cannot be returned. Standard products have 45% restocking fee.
8. All items are warranted by the manufacturer and should be returned to the manufacturer for warranty replacement or repairs after 30 days from date of shipment.
9. Unless otherwise noted, all Equipment or products are warranted twelve (12) months from date of shipment.
10. Standard available (off-the-shelf) documentation will be supplied with each product and/or system.

### RELATIONSHIP OF PARTIES

American Direct is an independent contractor. No employment relationship is created by this Agreement and: (a) American Direct, as used in this Agreement, means American Direct and all its employees and agents. (b) American Direct shall retain independent professional status throughout the term of this Agreement and shall use its own discretion in performing the tasks assigned, including manners, methods and times of such performance. (c) American Direct' employees are not employees of Client and are ineligible for any Client employee benefits. (d) American Direct will report as income to the appropriate government agencies all compensation received pursuant to this Agreement and will pay all applicable taxes. Client will not make deductions from its fees to American Direct for taxes, insurance, bonds or any other subscription of any kind. (e) American Direct will provide its own tools as needed for the performance of this Agreement.

### CONFIDENTIALITY

"Client Confidential Information" means information relating to the research, development, products, methods of manufacture, operations, trade secrets, and business plans, customers, finances, and personnel data related to the business or affairs of Client. Client Confidential Information does not include any information (i) which American Direct knew before Client disclosed it to American Direct; (ii) which has become publicly known through no wrongful act of American Direct; (iii) which American Direct developed independently, as evidenced by appropriate documentation; (iv) or which American Direct is required to disclose by law, provided that American Direct provides Client with reasonable notice prior to any such disclosure to enable Client to seek confidential treatment of such information.

American Direct agrees not to disclose any Client Confidential Information and to take reasonable precautions to prevent its unauthorized dissemination, both during and after the Agreement. Without limiting the scope of this duty, American Direct agrees to limit its internal distribution of Client Confidential Information to its employees, contractors and agents who have a need to know, and to take steps to ensure that the dissemination is so limited. American Direct agrees not to use any Client Confidential Information for its own benefit or for the benefit of anyone other than Client. Without limiting the scope of this duty, American Direct agrees not to design or manufacture any products, which incorporate any Client Confidential Information.

## Terms and Conditions

All Client Confidential Information remains the property of Client and no license or other rights in the Confidential Information is granted hereby. Upon Client's written request, American Direct agrees to (a) destroy or return to Client all Client Confidential Information, including but not limited to all computer programs, documentation, notes, plans, drawings, and copies thereof and (b) certify in writing that American Direct has fully complied with the foregoing obligations.

### LIQUIDATED DAMAGES FOR SOLICITING AND HIRING

If for any reason whatsoever, Client solicits for hire or causes to be solicited for hire, and subsequently hires as an employee or independent contractor, or on any other basis, any agent or employee of American Direct who has worked on any project performed for Client by American Direct within one (1) calendar year of the date of the completion or termination of this Agreement (a "Covered Person"), the parties agree that American Direct will be damaged, but that the amount of this damage will be difficult to ascertain. Accordingly, the parties agree that for each Covered Person solicited for hire and subsequently hired by Client within such period, Client will pay American Direct liquidated damages (the "Placement Fee"); provided, however the Placement Fee shall not apply and be due if American Direct consents in writing to the hiring of a Covered Person or such hiring arises from Client's use of an independent recruiting agency (so long as such agency is not directed to solicit any Covered Person). Each party acknowledges and agrees that the Placement Fee identified above is a good faith payment for the training and personnel related investment costs American Direct will lose if a Covered Person is hired by Client and shall be the sole and exclusive monies to be paid by Client to American Direct in the event of Client's direct solicitation and hiring of a Covered Person.

### REPRESENTATIONS AND WARRANTIES

American Direct represents and warrants that:

- (a) it has full right, power and authority to enter into and perform this Agreement without the consent of any third party;
- (b) it will render the services hereunder in accordance with professional standards and in compliance with the terms of this Agreement (including any schedule and/or budget contained herein) and agreed upon standard operating procedures;
- (c) while on Client's premises (if applicable), American Direct agrees to comply with Client's then-current access rules and procedures, including those procedures pertaining to safety, confidentiality and security;
- (d) it will comply with all laws, regulations and ordinances applicable to its performance under this Agreement;
- (e) it shall have sufficient staff to perform the services in the time frames set hereunder and the personnel assigned to perform such services shall have the requisite qualifications, expertise and experience;
- (f) it will not, in the course of performing services hereunder, infringe or misappropriate, and neither the work product resulting from such services nor any element thereof will infringe or misappropriate, any intellectual property right of any other person; and
- (g) it is not a party to any agreement which would prevent it from fulfilling its obligations under this and American Direct agrees that during the term of this Agreement it will not enter into any agreement to provide services which would in any way prevent it from providing the services contemplated under this Agreement.

In the event any portion of the services hereunder fails to conform to the warranties above, without limiting any of Client's remedies under this Agreement or applicable law, American Direct will, within 30 days of receipt of notice from Client detailing the applicable nonconformance, correct or re-perform such nonconforming services without additional cost to Client.

### CLIENT MATERIALS

From time to time during the term of this Agreement Client may provide to American Direct access to certain products, samples, software and other materials (collectively "Client Materials") to be used by American Direct in connection with the services hereunder. As between the parties, Client Materials will at all times remain the sole and exclusive property of Client, and American Direct neither has nor acquires any right or property interest in such Client Materials. American Direct agrees to hold all Client Materials for the sole benefit of Client and will only use such Client Materials for the purpose of providing services hereunder.

## Terms and Conditions

### TERMINATION

The term of this Agreement shall commence on the date of the signatures below and shall continue, unless extended or terminated as provided herein, through the scope of work delivery.

If Client terminates this Agreement, it will pay American Direct immediately for all equipment ordered and work successfully performed partially or wholly, as well as all undisputed outstanding invoices.

Notwithstanding anything contained herein to the contrary, if any work is rejected by Client as not complying with any written description of work agreed upon by the parties, or if American Direct is otherwise in material breach of any obligation under this Agreement, (i) which default is incapable of cure or (ii) which, being capable of cure, has not been cured within 30 days after receipt of notice of such breach, or if such breach cannot be cured within 30 days, such longer period as may reasonably be required to cure such breach, then Client may terminate the engagement and this Agreement immediately for "cause" by giving written notice to American Direct and Client will not owe any amount for work which has not been rendered prior to such termination. Ordered equipment will continue to be paid in a timely fashion.

Upon termination of this Agreement, or upon Client's earlier request, American Direct shall immediately deliver to Client or Client's designee (or dispose of as instructed by Client) all Client Materials and all Client Work Product, including any tangible items of work in process, notes, plans and other materials related in any way to American Direct's performance of services under this Agreement.

### MISCELLANEOUS

**Assignment:** Neither party may assign or delegate its rights or obligations under this Agreement without the others written consent; provided, however, Client may assign this Agreement to an affiliate or a subsidiary or a successor to that area of its business to which this Agreement is related.

**Attorneys' Fees:** If any legal action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and expenses in addition to any other relief.

**Governing Law; Severability:** Kansas law shall govern and enforce this Agreement. Any litigation or arbitration between the parties shall take place in any state court located within Johnson County, Kansas or federal court within the Lenexa Area of Kansas; both parties waive any objection to personal jurisdiction or venue in any forum located in such jurisdictions. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

**Arbitration:** At the option of either party, any dispute arising from or with respect to this Agreement shall be decided by arbitration by the American Arbitration Association in accordance with its Commercial rules. At the request of either party, the proceedings will be conducted in secrecy.

**Survival of Terms:** The following provisions will survive expiration or termination of this Agreement pursuant to their terms, together with any other provisions necessary for their construction and enforcement: Relationship of Parties, Confidentiality, Representations and Warranties, Ownership of Work Product, Termination, Limitation of Liability and Miscellaneous, all provisions relating to Client's payment and reimbursement obligations, including late fees, and any other provision of this Agreement that by its terms would survive expiration or termination.

**Complete Understanding; Modification:** This Agreement, together with the proposal to which it relates and the attached exhibits constitute the full and complete understanding and agreement of the parties relating to the subject matter hereof and supersede all prior understandings and agreements relating to such subject matter. Any waiver, modification, or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties. The provisions of this Agreement shall prevail over any conflicting provisions in a purchase order, acceptance notice or other document.

## Terms and Conditions

**Indemnification:** Each party (the “Indemnifying Party”) agrees to defend the other party, its affiliates and each of their respective officers, directors, employees, contractors and agents (each an “Indemnified Party”) from and against any claim, suit or other proceeding brought by a third party (a “Claim”) to the extent such Claim arises out of the Indemnifying Party’s breach of this Agreement or the negligence, recklessness or willful misconduct on the part of the Indemnifying Party, its officers, directors, employees, agents or other representatives in connection with this Agreement. The Indemnifying Party will indemnify and hold harmless the Indemnified Party from any liabilities, losses, damages, judgments, awards, fines, penalties, costs and expenses (including reasonable attorneys’ fees and costs of defense) incurred by or levied against such Indemnified Party as a result of such Claim. The Indemnifying Party’s obligations under this paragraph are conditioned upon the Indemnified Party (a) providing written notice to the Indemnifying Party of any Claim within thirty (30) days after the Indemnified Party has knowledge of such Claim (except that failure to timely provide such notice will relieve the Indemnifying Party of its obligations only to the extent the Indemnifying Party is materially prejudiced as a direct result of such delay); (b) giving the Indemnifying Party sole control over the defense thereof and any related settlement negotiations; and (c) cooperating and, at the Indemnifying Party’s request and expense, assisting in such defense. Notwithstanding the foregoing, the Indemnified Party may participate at its own expense in the defense and any settlement discussions, and will have the right to approve any settlement agreement that involves an admission of fault by the Indemnified Party or imposes non-monetary obligations on the Indemnified Party; provided, however, that such approval will not be unreasonably withheld.

**Enurement:** This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, personal representatives and permitted assigns.

**Waiver:** The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**Provision of Extras:** The Client agrees to provide, for the use of American Direct in providing services, the following extras: All resources required to perform all maintenance and services on the entire computer network infrastructure. If all resources are not provided in full to American Direct this Agreement is broken and American Direct cannot be held accountable.

**Late Fee’s:** All invoices are due net 15 of the date such invoice is received by the Client. Undisputed invoices not timely paid and which remain unpaid three business days after Client’s receipt of written notice of non-payment, will begin to incur finance charges of 2% per month (minimum \$5). Accounts more than 30 days past due may be placed on account service hold.

**Reimbursement of Expenses:** If for any reason additional materials are needed during this Agreement the purchases will be fully disclosed, discussed and agreed upon with the Client prior to the purchase. American Direct will be reimbursed for purchases, and other services not mentioned in this Agreement incurred by American Direct in connection with providing the Services in this Agreement. American Direct will furnish applicable statements and vouchers to the Client for all such expenses.

**Loss; Damage:** Upon delivery to Client, Client assumes the entire risk of loss, theft, seizure or destruction of, or damage to, the Equipment from any cause whatsoever excluding any gross negligence or willful misconduct on the part of American Direct, its employees, contractors and agents (collectively “Casualty Occurrences”), whether or not insured until Client purchases the Equipment (when and if permitted in the Schedule) or until the Equipment is returned in accordance with Section 9. In the event of any Casualty Occurrence, Client will immediately notify American Direct and Client’s insurer in writing of such occurrence and of any demand, notice, summons, complaint or legal proceeding relating to the same. No Casualty Occurrence will relieve Client of Client’s duties hereunder or at the end of the Term. At American Direct’ option, Client will either (a) repair such Equipment, (b) replace such Equipment with Equipment of like

### Terms and Conditions

value and utility (assuming proper maintenance) acceptable to American Direct, or (c) pay American Direct as "Replacement Value" an amount which American Direct reasonably calculates will give American Direct all of the benefits of American Direct' ownership and rent to Client of such Equipment had such loss, destruction or damage not occurred. Upon payment of the Replacement Value with respect to any Equipment, the Rental will terminate with respect to that Equipment and Client will be deemed to have purchased such Equipment and be responsible for disposition of such Equipment.

**Indemnity:** Buyer agrees to and shall indemnify and hold harmless the Seller, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorney's fees, and losses asserted against and alleged to be caused by Seller's performance, negligent performance, or failure to perform its obligations. Parties agree that there are no third party beneficiaries of this contract. Buyer on its behalf and any insurance carrier waives any right of subrogation Buyer's insurance carrier may otherwise have against Seller or Seller's subcontractors arising out of this agreement or the relation of the parties hereto.

**Exculpatory Clause:** The Seller and Buyer agree that the CCTV, access control and/or alarm equipment, once installed, becomes the personal property of the Buyer; that the equipment is not permanently attached to the realty and shall not be deemed fixtures. Buyer agrees that Seller is not an insurer and no insurance coverage is offered. The alarm system is designed to reduce certain risks of loss, though Seller does not guarantee that no loss will occur. Seller is not assuming liability, and therefore shall not be liable to Buyer for any loss or damage sustained by Buyer as a result of burglary, theft, hold-up, equipment failure, fire, smoke or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Seller's negligent performance or failure to perform any obligation.

**Limitation of Liability:** The parties agree that the CCTV, access control and/or alarm system is not designed or guaranteed to prevent loss by burglary, theft, and other illegal acts of third parties, or loss by fire, smoke, water or any other cause. If, notwithstanding the terms of this agreement, there should arise any liability on the part of the Seller as a result of burglary, theft, hold up, fire, smoke, equipment failure, or any cause whatsoever, regardless of whether or not such loss, damage or personal injury was caused by contributed to by Seller's negligence to any degree or failure, to perform any obligation, such liability shall be limited to an amount equal to 5% of the purchase price paid by purchaser, or to the sum of \$250.00 whichever is greater. Buyer acknowledges that Seller has offered additional and more sophisticated equipment at additional cost to purchaser. If Buyer wishes to increase Seller's maximum amount of such limitation of liability, Buyer may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from the Seller a higher limit by paying an additional amount consonant with the increase in liability. This shall not be construed as insurance coverage.