



Project Name: Foster Security System Door Locks	Change Order #: 1	
Project Number: 91001	Date: 04-18-17	
To (Contractor): Kratos Public Safety & Security Solutions,	DSA Application #: n/a	
Address: 4820 Eastgate Mall, Suite 200 San Diego, CA 92121	Contract #: 16-17-278	Contract Date: 02/07/2017
	PO #:	PO Date:

THE CONTRACT IS CHANGED AS FOLLOWS:

Four additional panic bars and rear door access control need to be installed. See attached pages A1-A8.



Adjustment to Contract Amount		Adjustment to Contract Schedule	
Original Contract Amount:	\$ 142,408.06	Original Contract Duration:	N/A
Prior Contract Adjustments:	\$ 0.00	Original Completion Date:	June 16, 2017
Contract Sum Prior to this Change Order:	\$ 142,408.06	Total Approve Time Extension to Date:	
Adjustment per this Change Order:	\$ 9,903.17	Adjustments per this Change Order:	N/A
Revised Contract Amount:	\$ 152,311.23	Completion Date Including This Change:	June 16, 2017

The amounts and/or time listed in this change order are full, complete and final mutual account and satisfaction from all direct, indirect, impact, delay cost and time for the work defined in this change order. All other terms and conditions of the original contract are to remain the same.

 4.12.2017
 Michael Fink, Date
 Kratos Public Safety & Security Solutions, Inc., Vice President Contracts

 Nick Heinlein, Date
 SUSD Asst. Superintendent of Business



Proposal for:

**Add Multipurpose and Library Panic
and Rear Door Access Control Bld D**
04/07/2017

Submitted to:

Saugus Union School District
24930 Avenue Stanford
Santa Clarita, CA 913551272

Submitted by:

Matt McLandrich
Kratos Public Safety & Security Solutions, Inc.
1511 E. Orangethorpe Ave, Suite A
Fullerton, CA 94588
(714) 525-4350
matt.mclandrich@kratospss.com

www.kratospss.com

Proposal

Date: 04/07/2017

Quote: 10792-1-1

To: Jim Sandefur
 Saugus Union School District
 24930 Avenue Stanford
 Santa Clarita, CA 913551272
 Phone: (661) 294-5390
 Email: jsandefur@saugusd.org

From: Matt McLandrich
 Kratos PSS
 1511 E. Orangethorpe Ave, Suite A
 Fullerton, CA 94588
 Phone: (714) 351-8759
 Email: matt.mclandrich@kratospss.com

Kratos Public Safety & Security Solutions, Inc. (Kratos PSS) is pleased to submit this Proposal for your consideration. Kratos PSS hereby agrees to provide the Professional Services & Equipment as required for the Client at the location shown above, as described in the Scope of Work and Clarifications & Assumptions, as per the Kratos PSS Terms & Conditions hereinafter set forth. This Proposal is valid for 30 days from the above date unless otherwise stated in writing within this Proposal.

Project Pricing

Multi Purpose and Library \$4,294.27

QTY	Description	Unit Price	Ext. Price
2	Von Duprin AX98RXLDADEO30626d Mechanical Panic Bar 36 Inches, 5 LB Push Pressure, Request to Exit, No Dogging, No Cylinder, No Trim, Exit Only, Standard Finish	\$1,041.10	\$2,082.20
3	Von Duprin 98/99GBK-R/M Glass Bead Kit Rim or Mortise	\$44.38	\$133.14
1	Von Duprin AX98RXLDADEO48626d Mechanical Panic Bar 48 Inches, 5 LB Push Pressure, Request to Exit, No Dogging, No Cylinder, No Trim, Exit Only, Standard Finish	\$1,052.01	\$1,052.01

SubContractor Schedule for: Multi Purpose and Library

Description	Ext. Price
Install Panic Bars Labor	\$931.51

Rear Doors Building D \$5,077.22

QTY	Description	Unit Price	Ext. Price
1	Allegion AD-400-993R-50-MT-TLR-626-LD Wireless Lock, Outside Trim For VD 99, Tubular Brushed Chrome, Multi Tech Reader, Office Lock Down Function, NO Cylinder	\$1,406.88	\$1,406.88
1	Von Duprin AX-RX-LD-PA-98-EO-US626D Mechanical Panic Bar, 5 LB Push Pressure, Request to Exit, No Dogging, No Cylinder, No Trim, Exit Only, Standard Finish	\$1,041.10	\$1,041.10
1	Install Previously Purchased Von Duprin AX-RX-LD-PA-98-EO-US626D on Door 2	\$0.00	\$0.00
1	Install Previously Purchased Allegion AD-400-993R-50-MT-TLR-626-LD Wireless Lock Door 2	\$0.00	\$0.00
1	Shipping	\$192.31	\$192.31

Labor Schedule for: Rear Doors Building D

QTY	Description	Rate	Ext. Price
10.00	Installer - Installer Prevailing Wage	\$108.00	\$1,080.00
3.00	Project Manager	\$115.00	\$345.00

SubContractor Schedule for: Rear Doors Building D

Description	Ext. Price
Install Panic Bars and Lock Labor	\$931.51

Scope of Work

Building A Library and Multipurpose Room Panic

- Kratos will furnish and install three (3) Von Duprin Mechanical Panic Bars on passive leafs of three double doors one at Library and two at Multipurpose Room

Building D Rear Door Access Control

- Kratos will furnish and install new Von Duprin Panic and new Allegion Wireless Lock Set on rear door number 1 of Building D.
- Kratos will install Customer Previously Purchases new Von Duprin Panic and new Allegion Wireless Lock Set on the rear door number 2 of Building D.
- Kratos will Program and Test

Exceptions / Notes

- Work will be off hours
 - Quote assumes that newly install PIM Wireless Transceiver will communicate with new lock in its current location
 - There is no bond money in this quote

Clarifications & Assumptions

In regards to the specification sections, drawings, addendum, and additional documentation detailed in the table below we have generated this document to communicate Kratos PSS's Clarifications & Assumptions.

1. Kratos PSS has incorporated its best efforts to assure that this bid proposal completes any elements of design that may have been implied, or otherwise would be required to provide the intended results of the design. However, Kratos PSS cannot accept full responsibility for details and/or concepts of the design that are not shown or described in the Contract Documents, Drawings, System Specifications, etc... The detail that is not shown, described or explained therefore might not be included in this bid. These details can be included after Kratos PSS receives the latest versions of the Specification along with all Bulletins, Appendixes, Addenda, etc...
2. The Construction Manager of the subject property will provide Kratos PSS with full and complete access to the subject property and designated work areas.
3. The Construction Manager of the subject property will provide all utilities, such as electric and water, utility connections, building and facility services, space for temporary storage, site security, and bathroom facilities at the subject property at no cost to Kratos PSS for the duration of the project.
4. The Construction Manager of the subject property will verify, identify, and mark-out all utilities and structures, such as but not limited to, foundations, pilings, vaults, and pipes in and near the work areas. Kratos PSS is not responsible for the direct or indirect costs associated with damage and/or repair of utility lines and structures not identified, verified, and marked-out by the Construction Manager of the subject property.
5. The Construction Manager of the subject property will be responsible for transferring all moveable items, such as but not limited to, vehicles, trailers, boxes, and containers from the designated work areas as required.
6. If site conditions cause significant delays in activities on the subject property, Kratos PSS reserves the right to be compensated for these delays.
7. Kratos PSS is not responsible for any hoisting, scaffolding, shoring, stabilizing, or dewatering.
8. The final Scope of Work and Work Procedures must be verified and agreed upon by all applicable parties prior to Kratos PSS initiating fieldwork for the project.
9. Kratos PSS will not be responsible for project bonding and special insurances, which are not specifically identified in the RFP documentation.
10. Kratos PSS will not be responsible stand-by time/waiting time, demobilization/remobilization, fire watch, site security, building/facility services, interference/delay from trades/unions or other parties, and/or stand-by trades/unions.
11. Where the delivery of materials, components, or goods required under this agreement is delayed through no fault of Kratos PSS, as a result of shortage of commodities, raw materials, components, and/or products, Kratos PSS shall not be liable for any additional costs or damages associated with such delay(s).
12. Base Bid Price does **NOT** include costs for:
 - a. Background Screening
 - b. Locking Hardware
 - c. Fire Alarm Interface & Testing
 - d. High Voltage Power
 - e. Ceiling Tile Replacement
 - f. Cutting, Patching, & Painting
 - g. Conduit, Ladder Racks, & Pull Boxes
13. Additional equipment, labor, and materials required above and beyond the agreed upon Scope of Work included in this proposal will be considered a Change Order and will only be executed upon receipt of written order, and will be billed to the Client as an extra charge over and above the original estimate.
14. Costs associated with the Master Mechanic, Teamster Foreman, Laborer Foreman, Operating Engineers, Site Safety Personnel, Maintenance Engineers, and temporary light, power & water are not included.
15. Kratos PSS does not accept back charges that have not been previously agreed upon in writing.
16. Pathways are assumed to be free and clear of obstructions.
17. All work areas are assumed to be free of lead and asbestos.
18. All work is to be performed during normal business hours.
19. Customer must provide CAD drawings in CAD format.
20. Permits are not included unless specifically stated otherwise in the RFP documentation.
21. All locking hardware to be provided and installed by others unless specified otherwise in the RFP documentation.

22. All low voltage cabling will be plenum rated and run above the ceiling without conduit, unless specified otherwise in the RFP documentation.
23. A proper level of Air Conditioning and Ventilation must be provided for all areas in which security equipment is installed. These areas include, but are not limited to Security Room, Racks & Consoles, Closets, Elevator Machine Rooms, etc...
24. Completion in accordance with the schedule is contingent upon no strikes, accidents, or delaying events beyond Kratos PSS's control.
25. Patching, painting, concrete, masonry, ceiling removals/replacements, temporary protections and debris removal is not included.
26. Lighting conditions are anticipated to be adequate and proper for the operation of CCTV cameras.
27. Lock operation is subject to the proper condition and operation of door hardware, door alignment, and closing devices. Access Control is contingent upon proper operation of all such devices and hardware. Factors such as air conditioning, wind or related draft problems and abusive usage can render any system inoperative. Eliminating and preventing these interfering factors is the responsibility of the customer.
28. Kratos PSS retains title to all equipment until installation or material title transfer is complete and reserves the right to retake possession of the same or any part thereof at the customer's cost upon payment default.
29. Customer shall purchase and maintain all-risk builder's risk insurance upon the full value of the entire work, including materials delivered to the job site, as per Kratos PSS's Terms & Conditions.
30. Kratos PSS shall not be responsible for delays or defaults that are occasioned by causes of any kind beyond Kratos PSS's reasonable control, including but not limited to delays or defaults of architects, the customer or customer's landlord, other contractors or subcontractors, any other third parties, or by civil disorder, labor dispute, or Act of God. Kratos PSS shall be entitled to equitable adjustment in the amount of the Contract for delays caused by any such party or cause.
31. **Intellectual Property:** This proposal and all accompanying materials, and the original information, designs, concepts and ideas represented herein are the exclusive intellectual property of Kratos PSS as per Kratos PSS's Terms & Conditions.
32. **LIMITATION OF LIABILITY – KRATOS PSS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY REASON WHATSOEVER AS FURTHER DELINEATED IN KRATOS PSS's TERMS & CONDITIONS.**

Terms & Conditions

The following terms and conditions are entered into between the party receiving this proposal ("Client"), and Kratos Public Safety & Security Solutions, Inc. ("Kratos"). Client and Kratos may be referred to herein individually as the "Party" or collectively as the "Parties." In the event a contract is not entered into between the Parties, the terms and conditions set forth herein shall constitute the agreement ("**Agreement**") between the Parties.

- 1. Scope and Compensation.** Kratos 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 herein ("Fees"). Client shall pay Kratos within thirty (30) days of the date of Kratos' 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 (1.5%) 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 Kratos' income derived from its performance of Services shall be paid by Kratos. Client shall pay all other applicable taxes.
- 2. Term of Agreement.** The term of this Agreement shall be one (1) year from the Effective Date unless otherwise terminated in accordance with this Agreement.
- 3. Warranty.** Kratos warrants it shall perform its Services in accordance with the current standards of care and diligence normally practiced by professionals in performing services of a similar nature. If, during a one (1) year period following the completion of the Services, Client shows that there is an error in the Services as a result of Kratos' failure to meet those standards, and Client has notified Kratos in writing of any such error within that period, Kratos shall perform such corrective services within the original scope of Services as may be necessary to remedy such error.
- 4. Equipment.** If Kratos is providing equipment or materials, Client hereby accepts delivery of such equipment or materials at the point of origin at Kratos' freight forwarder and assumes ownership of the equipment or materials at such point. Unless otherwise stated, Kratos, for the protection of Client, shall demand the warranty for equipment or materials, or guarantees for the procurement of services from all vendors and subcontractors to be made available to Client to the full extent of the terms thereof. Kratos' liability with respect to such equipment and materials obtained from vendors or services from subcontractors shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to Client as part of the Services for the purpose of enforcing the same.
- 5. Insurance.** Each Party shall take out and maintain at its own expense all insurance necessary to cover its obligations under the Agreement.
- 6. Liability.** Kratos shall hold Client harmless against any and all claims, demands and causes of action for injury to or death of persons or for damage to tangible property (other than property of Client) to the extent caused by the negligent acts of Kratos. Kratos' liability under this Agreement shall not exceed the compensation actually paid by Client to Kratos under this Agreement, and, to the fullest extent permitted by law, Client agrees to release, defend, and hold Kratos and its affiliates and each of their respective successors, assigns, employees, agents, officers and directors harmless from and against any and all further liability arising in any manner from this Agreement and Kratos' performance of the Services. Client agrees to waive, and shall require its insurers to waive, subrogation against Kratos under any applicable policy of insurance. **NEITHER PARTY SHALL BE RESPONSIBLE OR HELD LIABLE TO THE OTHER FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF INVESTMENT, LOSS OF PRODUCT OR BUSINESS INTERRUPTION, HOWSOEVER CAUSED.**
- 7. 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 Kratos from third party liability arising from any unintended use or unauthorized disclosure.
- 8. Termination.** Either Party may, with or without cause, terminate the Services at any time upon ten (10) working days' written notice to the other Party. In either case, Kratos shall be paid costs incurred and fees earned to the date of termination and through demobilization.
- 9. Independent Contractor.** Kratos shall perform the Services as an independent contractor.
- 10. Force Majeure.** Any delays in or failure of performance by Kratos shall not constitute a default hereunder if such delays or failures of performance are caused by occurrences beyond the reasonable control of Kratos, including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion or sabotage or damage resulting there from; fires, floods, explosion, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; or any other causes, whether similar or dissimilar, which are beyond the reasonable control of Kratos. In the event such occurrence impacts Kratos' obligations hereunder or causes Kratos to incur additional costs, Kratos' obligations shall be equitably adjusted and it shall be entitled to reimbursement for such additional costs.
- 11. Change Management.** Either Party may initiate a change by advising the other Party in writing of the change believed to be necessary. As soon thereafter as practicable, Kratos shall prepare and forward to Client a cost estimate for the adjustment to the price, and a schedule impact of the change, and any effect on Kratos' ability to comply with any of its obligations under this Agreement, including warranties and guarantees. Client shall advise Kratos in writing of its approval or disapproval of the change. If Client approves the change, Kratos shall perform the Services as changed. If Client disapproves, the proposed change may be referred to senior management of the Parties.
- 12. Governing Law; Arbitration.** The Agreement shall be governed by and construed in accordance with the laws of Delaware without regard to conflicts of law principles. The senior management of each Party shall first attempt to resolve any dispute arising under this Agreement; if a resolution cannot be reached, the Parties agree to submit such dispute to arbitration under the then current commercial arbitration rules of the American Arbitration Association ("AAA") and conduct the arbitration at a location mutually agreeable to the Parties. The arbitrator's decision shall be final and binding, and may be entered in any court having jurisdiction thereof. Each Party shall pay its own costs

and expenses incurred in connection with the arbitration, including legal fees, and each Party shall pay one-half the arbitrator's professional fees and any administrative or filing fees.

13. Notices. All notices or other communications to be given by either Party to the other shall be deemed duly given when made in writing and delivered in person or when deposited to the United States mail, postage prepaid, certified, return receipt requested, or sent via confirmed facsimile, and addressed as follows: If to Kratos: Kratos Public Safety & Security Solutions, Inc., Attn: Contracts, 17-01 Pollitt Drive Fair Lawn, NJ 07410, Tel.: (201) 301-6921, Fax: (201) 794-8341. If to Client: at Client's information below. A Party may change its notice information by giving written notice.

14. Interpretation. The Parties acknowledge and agree the terms and conditions of this Agreement, including those relating to allocations of, releases from, exclusions against and limitations of liability have been freely and fairly negotiated. Each Party acknowledges that in executing this Agreement they have relied solely on their own judgment, belief and knowledge, and such advice as they may have received from their own counsel, and they have not been influenced by any representation or statements made by any other Party or its counsel. No provision in this Agreement is to be interpreted for or against any Party because that Party or its counsel drafted such provision. In the event that any portion or all of this Agreement is held to be void or unenforceable, the Parties agree to negotiate in good faith to amend the terms of the Agreement to affect the intent of the Parties as set forth in this Agreement. Except as otherwise provided herein, the Parties agree to look solely to each other with respect to the performance of this Agreement. Kratos may have portions of the Services performed by its affiliated entities or their employees, in which event Kratos shall be responsible for and Client shall look solely to Kratos as if such Services were performed by Kratos hereunder. The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of the Agreement, including but not limited to any expressed limitations of or releases from liability, shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination, cancellation, completion, or expiration.

15. Miscellaneous. Until this Agreement is superseded by a mutually agreeable contract executed by and between the Parties, this Agreement shall constitute the complete basis for the Agreement, and supersedes any other representation, understanding or agreement, oral or otherwise, including terms and conditions that may be included in purchase orders issued by Client to Kratos. Any term or condition of any purchase order shall have no force or effect on Kratos or this Agreement. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Kratos shall own exclusively the rights to any software, program, algorithm or other copyrightable material that was owned by or licensed to Kratos prior to its execution of this Agreement, regardless of the use or presence of such material in the creation of any work product or deliverable for Client. The warranties, obligations, liabilities and remedies of Client as provided herein are exclusive and in lieu of any others available at law or in equity. Indemnities against, releases from, assumptions of and limitations on liability and limitations on remedies expressed in this Agreement, as well as waivers of subrogation rights, shall apply notwithstanding the fault, negligence (whether active, passive, joint or concurrent), strict liability or other theory of legal liability of the Party indemnified, released or whose liability is limited or assumed or against whom remedies have been limited or rights of subrogation have been waived and shall extend to the officers, directors, employees, licensors, agents, partners and related entities of such Party and its partners and related entities.

16. Installation Time. Kratos assumes that the Services will be performed between the hours of 7am to 4pm, Monday through Friday, exclusive of Kratos holidays. Unless specifically stated herein otherwise, Client shall incur additional charges for work required outside of these time frames.

17. Drawings. Client shall provide Kratos with an electronic version of drawings for the performance of the Services. Client shall provide Kratos to-scale AUTOCAD drawings in electronic format. If Client cannot provide these drawings, an additional charge may accrue for Kratos to create drawings necessary for the completion of the Services.

18. Patch/Paint Exclusion. In the normal process of installation, patching and painting in certain areas may be required. Unless specifically stated herein, Kratos has not included provisions to provide any patching of walls or painting.

19. Client Responsibilities. Every proposal requires certain parts, pieces, or labor to be provided by Client. Kratos has made every attempt to list the responsibilities of Client in this proposal. These responsibilities may include, but are not limited to, AC power connections, lighting conditions, network drops, or IP addresses, and structural integrity.