



October 17, 2016

City of Frisco

Project: Police Department Camera Cabling

NCS Quote #: RF-16-067
NCS DIR #: DIR-SDD-1900

Thank you for allowing Network Cabling Services the opportunity to provide you with this proposal regarding the above referenced project for The City of Frisco.

Pricing within this proposal is based on project drawings and information provided by Nat Broughton with The City of Frisco.

If you should have any questions about this proposal or require additional information, please do not hesitate to contact me.

Sincerely,

Ryan Ferrier
Estimator

Network Cabling Services
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Carrollton, TX 75006
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Fax: 972-664-0551
Cell: 214-930-5136
ferrier@ncs-tx.com

Houston • Corpus • Dallas
12626 Fuqua St. • Houston, TX 77034
972-664-0550

1. SCOPE OF WORK:

- 1.1. Provide and install one hundred thirty nine (139) plenum rated category 6 cables to the designated camera locations including J-hook pathway support, single port surface mount boxes and terminations on category 6 jacks.
- 1.2. Provide and install four (4) 48 port patch panels in the IDFs including four (4) 2U wire managers.
- 1.3. This proposal does not include a lift. A lift can be provided at additional charges if needed.
- 1.4. This proposal does not include any patch cords or OSP cable.
- 1.5. The cables will be labeled with machine generated labels and tested to industry standards. Electronic copies of test results in PDF format will be provided upon request at the end of the project.

2. PRICING SUMMARY:

Materials	\$ 22,781.88
Labor	\$ 10,812.88
Project Manager/RCDD	\$ 131.09
Tax/Bonds	Not Included
Total Cost	\$ 33,725.85

3. QUALIFICATIONS AND ASSUMPTIONS:

- Network Cabling Services has based pricing for this project on normal working hours (7am through 5pm) Monday through Friday, excluding weekends and holidays.
- Network Cabling Services assumes that proper access will be available during working hours to complete the proposed scope of this project.
- This proposal does not include any type of equipment installation, for either the station end or closet end of newly installed cables. If this work is required, additional charges may apply.
- **Network Cabling Services assumes that all patch cords will be supplied and installed by the customer.**
- Any changes or additions to the Scope of Work or the Bill of Materials shall be executed in writing as a change order. Verbal instructions to field technicians do not authorize changes to the scope of work.
- Due to the volatility in the current communications cabling market, the pricing contained in this proposal is valid for 30 days. Pricing adjustments may be necessary prior to beginning the project.
- Network Cabling Services has not included pricing for participation in a composite cleaning crew. If this is required an additional price can be given.
- Network Cabling Services will not be responsible for any delays or associated charges due to manufacturer's defects or late delivery of cable and/or equipment that is directly specified or ordered and provided by the customer.
- **The cost for taxes or bonding has not been included in the proposed price. If taxes or bonding cost are required an additional price can be given.**
- Proposal does not include providing or installing network electronics such as uninterrupted power supplies (UPS), power distribution units (PDU) and wireless access points (WAP).
- **Proposal does not provide IT services such as hardware configuration and/or software loading.**
- This proposal does not include Service Provider Cabling, Nurse Call Systems and Cabling, Phone Systems, Network Hardware or Telemetry Cabling.
- The pricing in this proposal includes a 4% discount for cash, check, or ACH payments.
- **This proposal does not include requirements for the payment of Prevailing Wages, Davis Bacon Wages, Walsh-Healy Wages, Contract Service Act Wages or any other predetermined or prevailing wages or fringe benefits. In the event there is a requirement for the payment of specific wages and/or fringe benefits, the difference between such specific wages and/or benefits and the actual wages and/or benefits paid, plus NCS's normal mark-up for overhead and profit shall be an extra cost added to this proposal.**
- A One Year Network Cabling Services Workmanship Warranty will be issued on all installed materials from the date of acceptance.

4. STANDARD TERMS AND CONDITIONS:

1. Engagement of Services

Once work is authorized by the customer, Network Cabling Services is committed to certain "ramp up" expenses, both direct and indirect (i.e., specific training, travel, special tools, materials, project management, etc.) which are generally priced into the entire scope of the project. If the project is canceled, delayed, terminated or significantly changed through no fault of Network Cabling Services, these expenses will be due and payable to Network Cabling Services on a pro-rate basis. Any request for reimbursement of these expenses will be itemized and defined.

2. Changes to Scope of Work

Network Cabling Services will notify the customer if there is a material change, scheduling change, or construction delay beyond the scope of work and no fault of Network Cabling Services requiring Network Cabling Services to expend more monies budgeted. The customer agrees to pay Network Cabling Services for such expenses plus reasonable profit and overhead if the customer desires to continue under the changed Scope of Work.

3. Permits and Taxes

Permits are not included unless specifically noted otherwise. Permits, inspection fees, drawings, etc., will be provided by Network Cabling Services at the cost of obtaining them. Taxes are not included in the proposal price unless specifically noted otherwise.

4. Network Cabling Services Employees

The customer agrees that it shall not hire any employee of Network Cabling Services who is currently working on a project for the customer, or any employee of Network Cabling Services who has worked on a project for the customer within the last twelve months. The customer further agrees not to hire any former Network Cabling Services employee that performed any work on a project for the customer at any time within the prior twelve months. The customer agrees and understands that this provision is necessary so that Network Cabling Services can protect its investment of time and money in its employees, as well as any confidential or proprietary information known by its employees.

5. Payment Terms

Standard payment terms are net due in ten days from invoice date unless stated differently in the above proposal. A service charge may be charged on all past due amounts. Amounts will be considered past due 30 days after date of invoice. You may avoid a service charge or additional service charges upon payment at any time of the unpaid balance.

6. Warranty

All installation work will meet or exceed all NEC, Federal, State and local codes that may apply. No performance warranty will be issued by Network Cabling Services. A one year workmanship warranty will be issued on all installed materials from the date of acceptance.

7. Indemnity

The customer agrees to defend and indemnify Network Cabling Services from any and all third party claims, demands, actions, lawsuits liability, damages and/or costs, including reasonable attorney's fees and expert fees, arising out of or relating to Network Cabling Services work under this agreement or the Scope of Work under this agreement, regardless of the cause, including active or passive negligence of Network Cabling Services, the customer, or others, unless such claim, demand, action, lawsuit, liability, damage or cost is caused by the sole negligence of Network Cabling Services.

8. Attorneys Fees

If Network Cabling Services is required to hire attorneys to collect amounts owed under this agreement, the customer agrees to reimburse Network Cabling Services for all attorneys' fees, expert fees and other legal expenses that it may incur to collect such amount.

9. Incorporation by Reference

Unless expressly agreed in writing otherwise, these Standard Terms and Conditions are a part of and hereby incorporated by reference, all proposals submitted by Network Cabling Services to the customer and any Credit Agreement signed by the customer, and all terms and conditions of any such proposals or Credit Agreements.

By signing this proposal the signators of this agreement warrant that they have the authority to enter into this contract and that they have read the above Standard Terms and Conditions and agree to abide by them.

ACCEPTED BY: _____



4.1 TERMS:

The STANDARD TERMS AND CONDITIONS of this proposal apply and are incorporated by reference. The parties agree that all disputes in anyway related to, arising out of, or connected with the sale of goods and/or services provided by Network Cabling Services shall be litigated if at all, exclusively in Harris County, Texas. Furthermore, the parties also agree that Texas law shall govern all such disputes.

The Customer agrees to pay:

0%	Down (For Material Procurement & Mobilization)
0%	Monthly Progress Billing
100%	At Completion

Service charges listed below become effective on all accounts 30 days after the invoice date. Charges are computed at the lower of 1.5% per month or the maximum allowed by law.

Notice to Buyer: Do not sign this agreement before you read it in its entirety, or if it contains blank spaces. You are entitled to a copy of the agreement you sign. Keep this agreement to protect your legal rights.

Respectfully Submitted By:
Network Cabling Services, Inc. _____

Accepted By:

Authorized Signature:
Ryan Ferrier _____

Authorized Signature:

Print Name:
Ryan Ferrier, Estimator _____

Print Name:

Date:
October 17, 2016 _____

Date:
