

## MOHAVE PROPOSAL

Pricing **reflects** Mohave discounts

Reference 16G-DHP-0916 when ordering from this proposal

**Project Name: TUSD-Lockdown Buttons**

**Proposal Number: 20180402TT01**

**To: Ernie Gauvin**

**Date: 04/02/2018**

**PROJECT:** TUSD-Lockdown Buttons

We are pleased to submit our quotation, for this project. Except as noted, our proposal is made in accordance with the site walk with Wayne Barber and Travis Thiel on 03/06/2018 and 03/07/2018. No applicable sales or contracting taxes or bonds are included. This estimate is valid for 30 days and is subject to credit approval. The material in this proposal is quoted as a package; breakdowns are for budget purpose only. This proposal subject to mutually agreeable contract terms. Payment terms are Net 30 or as per the Arizona Prompt Payment Laws.

**BASE BID: \$24,847.97**

**EXCLUDED:**

1. Any Permits, Bonds, and Fees
2. Any Fire /Access Permits
3. 120VAC
4. Liquidated damages
5. Applicable taxes - New construction
6. Shop Drawings / Wire Schematics / Point to Point Diagrams
7. Fire control modules for magnetic lock release
8. Minor patching and painting
9. After-hours Work
10. Non-Standard Equipment Lead Times

Qty	Mfr	Part Number	Description	Finish	List Price Ea.	Mohave Discount	Mohave Unit price	Extended Total
<b>Contract - 16G-DHP-0916</b>								
8	ELK	ELK.120	Non Contract-Misc. Sound Card	N/A	\$115.00	0%	\$115.00	\$920.00
25	STI	SS2429LD.EN	Non Contract-Misc. Pushbutton Switch	N/A	\$67.00	0%	\$67.00	\$1,675.00
25	Carlson	B114RB	Non Contract-Misc. 1 Gang Old Work Box	N/A	\$3.00	0%	\$3.00	\$75.00
1	Leviton	R52.88014.00W	Non Contract-Misc. 1 Gang Blank Wall Plate	N/A	\$1.00	0%	\$1.00	\$1.00
5	Legrand	Wire Mold	Non Contract-Misc. Wiremold	N/A	\$47.00	0%	\$47.00	\$235.00
4675	CSC	w.18.6.pln	Non Contract-Cable - 18 AWG-6 Cond.	N/A	\$0.25	0%	\$0.25	\$1,168.75
			Hotel/Per Diem (2 Nights Hotel & 4 Per Diem)		\$346.00	0%	\$346.00	\$0.00
			Rental Equipment/Subcontract			0%	\$0.00	\$0.00
			Mileage (\$.445/m outside 50 m radius)		\$0.445	0%	\$0.445	\$0.00
271		Hours	Labor (Field/Shop)				\$75.00	\$20,325.00
Material Sub Total Only								\$4,074.75
Freight 11%								\$448.22
Labor Total Only								\$20,325.00
Per Diem								\$0.00
Rental/Subcontract								\$0.00
Mileage								\$0.00
*Grand Total								\$24,847.97

**INSTALLATION SCOPE OF WORK:**

1. Furnish and Install one (1) each STI SS2429LD.EN Lockdown Button at each school listed below.
2. Furnish only eight (8):
  - a. ELK 120 Sound Card Interface
3. Customer to provide the following:
  - a. Keys to all full access to building
  - b. Termination to Existing Intrusion Detection System Panel
  - c. Programming of Intrusion Detection System and Intercom System

**Schools**

1. Fruchthendler
2. Steele
3. Fickett
4. Wheeler
5. Vail
6. Mary Meredith
7. Howell
8. Lineweaver
9. Catalina
10. Miles
11. Tucson High
12. Project More
13. Maxwell
14. Cholla
15. Oyama
16. Valencia
17. Lawrence
18. Warren
19. White
20. Rose
21. Pueblo High
22. Ochoa
23. Holladay
24. Cavett
25. Borman

The proposal described herein, including all price(s) quoted, is made conditionally upon Seller's (1) verification of Buyer's credit status; and (2) Buyer's acceptance of any special payment made by Seller. To accept this Proposal, Buyer must date, sign, and return the original copy hereof to Seller within 30 days after the date hereof. **Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.**

Buyer acknowledges and agrees that each and all of the standard D.H. Pace terms and conditions on the attached page of this proposal hereof are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties. All prior proposals, discussions, and agreements respecting the subject matter hereof are cancelled.

**PROPOSAL – SELLER**

This Proposal is made this 13 day of February, 2017.

DH Pace Company, Inc. **BY:**  
 COMPANY TYPE OR PRINT NAME

**BY:** \_\_\_\_\_  
 SIGNATURE TITLE

**ACCEPTANCE - BUYER**

This Proposal is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 TYPE OR PRINT NAME OF BUYER

**BY:** \_\_\_\_\_  
 SIGNATURE OF OWNER, PARTNER OR OFFICER (state which)

## **TERMS AND CONDITIONS**

**Terms.** The products ("Products") described on the reverse side and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

**Condition Precedent.** Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

**Scope of Work.** Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein.

Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a change order signed by Buyer.

**Proposal Price.** Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products.

If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law.

If your check is dishonored or returned for any reason, your account will be electronically debited for the amount of the check plus the state maximum processing fee.

If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorney's fees incurred by Seller whether or not a lawsuit for collection is instituted, and all other costs of collection and litigation.

**Contract Time.** Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance regardless of cause.

**Work Performance.** Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller.

If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product.

Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller.

If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore.

Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work.

No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

**Cancellation.** In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation.

In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

**Insurance.** Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller.

Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

**Alterations.** Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

**Permits and Licenses.** Buyer shall be responsible for determining if a permit of any kind is needed and for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

**Warranties.** Seller warrants the Product sold to be free from defects in material and workmanship under normal and intended use and service. This warranty extends only to the Buyer and expires one year after the date of delivery or installation of the Product by Seller.

Parts and labor for service work are warranted for the following periods: All replacement parts 90 days; labor-service 30 days. Seller's sole obligation is limited to repairing or replacing any parts which shall be determined by Seller to be defective and is conditioned upon Buyer giving notice of any such defect to Seller within the warranty period. If Seller concludes that repair or replacement is necessary, Seller will commence work within a reasonable time after the decision to repair or replace is made.

This warranty does not apply to any Product which has been altered or repaired by any person not authorized by the Seller or which has been subjected to misuse, neglect or accident.

Seller assumes no liability for incidental or consequential damages and BUYER AGREES THAT THERE IS NO IMPLIED WARRANTY OF THE PRODUCT'S FITNESS FOR ANY PARTICULAR PURPOSE OR FOR BUYER'S PARTICULAR APPLICATION. Warranties implied by law are limited to duration to one year period described above.

Wood Products will be guaranteed only if properly protected within 10 days of delivery or installation by Seller with a prime and finish coat of manufacturer's recommended paint.

No warranty will be honored unless the Proposal Price has been paid in full, including any applicable service charges.

**Modification of Proposal.** Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**Governing Law.** It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.