

QUOTATION: 65076-REV1

Electronic Contracting Company
6501 N 70th St.
Lincoln, NE 68507

PO Box 29195
Lincoln, NE 68529

BILL TO		JOB LOCATION	
Company: USD #202 - TURNER		Company: TURNER HIGH SCHOOL	Date: 01/23/2025
Address: 800 S. 55TH ST. KANSAS CITY, KS 66106		Address: 2211 S 55TH STREET KANSAS CITY, KS 66106	Sales Rep: Scott Lord
			Phone: (816)841-9376
			Email: slord@eccoinc.com
Contact: Mark Wright		Contact:	Expiration Date: 02/23/2025
Phone:		Phone: (913) 288-3300	

TITLE
Turner High School Loop #1 TIPS

SCOPE OF WORK

Scope of Work: Fire Alarm System

A. SUMMARY: Turner High School – Initiating Device Update

B. SYSTEM DESCRIPTION:

Electronic Contracting Company proposes to provide and install new initiating devices to replace the existing, discontinued MXL series devices on Device Loops 2 & 5 at Turner High School.

NOTE: The XDLC card below is required to be purchased with any one loop that is updated. The card will allow for all other loops to be updated without any additional control panel components.

Fire Alarm System- XDLC REQUIRED:

QTY	DESCRIPTION	MSRP	DISCOUNT %	UNIT PRICE	TIPS PRICE
Equipment Items					
1.00	INTELLIGENT DEVICE LOOP CARD FOR MODULAR SYSTEMS(2 LOOPS/252 ADDRESSES TOTAL)ONE CARD SLOT CC-5/CC-2	\$1,657.12	40.00%	\$965.31	\$965.31
1.00	Freight & Manufacturer's Surcharge	\$0.00	0.00	\$74.69	\$74.69
Equipment Total:					\$1,040.00
Installation Services					
4.00	DRAFTING	\$0.00		\$85.00	\$340.00
4.00	ENGINEERING	\$0.00		\$160.00	\$640.00
1.00	FIELD INSTALL	\$0.00		\$100.00	\$100.00
4.00	PROJMGMT	\$0.00		\$110.00	\$440.00
Installation Services Total:					\$1,520.00

QUOTATION: 65076-REV1

IDC Loop 2:

QTY	DESCRIPTION	MSRP	DISCOUNT %	UNIT PRICE	TIPS PRICE
Equipment Items					
34.00	Optical Smoke Detector	\$137.81	40.00%	\$82.69	\$2,811.32
34.00	6in DETECTOR BASE ASSY	\$17.05	40.00%	\$10.23	\$347.82
6.00	REPLACES HMS-D, ADDRESS, DOUBLE ACT MPS ISOLATION	\$230.12	40.00%	\$138.07	\$828.43
2.00	Single Input Monitor Module with Relay with Built-In Isolator	\$208.78	40.00%	\$125.27	\$250.54
1.00	Miscellaneous Expense/Warranty	\$0.00	0.00	\$215.51	\$215.51
1.00	Freight & Manufacturer's Surcharge	\$0.00	0.00	\$321.38	\$321.38
Equipment Total:					\$4,775.00
Installation Services					
8.00	PROJMGMT	\$0.00		\$110.00	\$880.00
4.00	GENERAL FOREMAN	\$0.00		\$125.00	\$500.00
4.20	DRAFTING	\$0.00		\$85.00	\$357.00
6.30	ENGINEERING	\$0.00		\$160.00	\$1,008.00
40.00	FIELD INSTALL	\$0.00		\$100.00	\$4,000.00
Installation Services Total:					\$6,745.00

IDC Loop 5:

QTY	DESCRIPTION	MSRP	DISCOUNT %	UNIT PRICE	TIPS PRICE
Equipment Items					
22.00	Optical Smoke Detector	\$137.81	40.00%	\$82.69	\$1,819.09
22.00	6in DETECTOR BASE ASSY	\$17.05	40.00%	\$10.23	\$225.06
7.00	REPLACES HMS-D, ADDRESS, DOUBLE ACT MPS ISOLATION	\$230.12	40.00%	\$138.07	\$966.50
1.00	Single Input Monitor Module with Relay with Built-In Isolator	\$208.78	40.00%	\$125.27	\$125.27
1.00	Miscellaneous Expense/Warranty	\$0.00	0.00	\$216.28	\$216.28
1.00	Freight & Manufacturer's Surcharge	\$0.00	0.00	\$237.80	\$237.80
Equipment Total:					\$3,590.00
Installation Services					
8.00	PROJMGMT	\$0.00		\$110.00	\$880.00
4.00	GENERAL FOREMAN	\$0.00		\$125.00	\$500.00
3.00	DRAFTING	\$0.00		\$85.00	\$255.00
4.50	ENGINEERING	\$0.00		\$160.00	\$720.00
28.00	FIELD INSTALL	\$0.00		\$100.00	\$2,800.00
Installation Services Total:					\$5,155.00

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All high voltage, breakers, receptacles, back boxes, conduit, pathways, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment *ECC not responsible for building related vibrations
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Lifts and scaffolding are not included

D. Construction Considerations:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by ECC. The costs associated with these modifications are not included in this proposal.

E. NOTICE: This Scope of Work is delivered on the basis of the following Assumptions:

- The room(s) match(es) the drawings provided
- Site preparation by the Customer and their contractors includes electrical and data placement per ECC specification.
- Site preparation will be verified by ECC project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by ECC project manager.
- In the event of any arrival to site that ECC is not able to execute work and definable progress, the Customer will be charged a **\$450.00 Mobilization Fee** to offset the lost time due to the lack of readiness. The Mobilization Fee will be presented as a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of ECC technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, ECC assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- If Customer furnished TV's are provided, they must be Professional/Commercial Grade TV's. Customer must provide make and model to ECC for review and verify the requirements prior to the system installation. Any Professional/Commercial Grade TV's provided by the customer that are not pre-approved in advance by your ECC representative may result in system changes and/or change order.
- All Network configurations including IP addresses are to be provided, operational and functional before ECC integration begins. ECC will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible - the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders.
- In developing a comprehensive proposal for equipment and integration services ECC Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. Integration Project Management Processes

ECC will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey - performed prior to Contractual Agreement and attached
- Project Welcome Notice - emailed upon receipt of Purchase Order

QUOTATION: 65076-REV1

- Project Kick-Off meeting with Customer Representative(s) - either by phone or in-person
- Project Status reviews - informal or formal - either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control - comprised of Field Directed Change Order and/or Contract Change Order submittals
- Notice of Substantial Completion - at Customer walk-through - prior to Service transition

G. Knowledge Transfer (Training)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Who to call when help is required

H. ECC Integration Services Responsibilities

ECC will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to insure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. Customer Integration Services Responsibilities

- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the systems equipment.
- Provide reasonable accesses of ECC, including personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

Terms & Conditions

TIPS CONTRACT # 240101

THESE BUSINESS TERMS (these Terms) are the general terms and conditions under which ECC will provide services to Client (the Services) under the Proposal to which they are attached (the Agreement). To the extent any purchase order contains any terms that are inconsistent with these Terms, those inconsistent terms are rejected by ECC.

- 1) **Independent Contractors.** ECC's relationship with Client will be that of an independent contractor, and nothing in the Agreement should be construed as creating a partnership, joint venture, or employer-employee relationship. ECC will have sole discretion to determine the manner, method, and means of performing the Services.
- 2) **Payment.** ECC shall receive payment for the Services as provided in the Agreement. Unless otherwise provided in the Agreement, invoices will be issued upon completion of the Services. All amounts payable under the Agreement are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes unless otherwise stated in the proposal. Except as otherwise required by the Agreement, Client shall make payment on invoices within thirty (30) days after issuance. If payment of any amount due under the Agreement is not received when due, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of six percent (6.0%) per month from the date due until paid in full. Client's obligation to pay all amounts due under the Agreement is absolute and unconditional, and Client is not entitled to any setoffs to such amounts.
- 3) **Warranties.** ECC MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES MADE IN THESE TERMS ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ECC, WHICH NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SERVICES.
- 4) **Intellectual Property Rights.** Client acknowledges and agrees that ECC is the owner of, or holds license to, all right, title, and interest, including copyright and all other intellectual property rights, in and to any and all written materials, documents, flow charts, logic diagrams, source code, test materials, or other information relating to any intellectual property generated in providing the Services (collectively the "Work Product"). No transfer of ownership of any Work Product is intended by the Agreement, and Client agrees that it may not, and may not encourage any third party to, attempt to derive the source code or reverse engineer the Work Product.
- 5) **Non-Solicitation.** Client acknowledges that ECC has invested in the training and development of ECC's employees and that ECC's employees are one of its most valuable assets. Accordingly, during the term of providing Services and for one (1) year thereafter, Client shall not solicit for employment any employees of ECC or its affiliates who: (a) directly performed under the Agreement, (b) had substantial contact with Client in relation to the Agreement, or (c) Client became aware of due to, or derived from information learned through the performance of, the Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches, or similar means not directed specifically at the employee to which the employee responds on his or her own initiative.
- 6) **Allocation of Risk.**
 - a) **Indemnification.** Client will indemnify and hold harmless ECC from all claims, liabilities, or expenses for damage to real property or tangible personal property, bodily injury, including death, and any other losses or damages arising out of the conduct of Client or its employees or agents.
 - b) **Limitation of Liability.** ECC'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT IS LIMITED TO THE FEES PAID BY CLIENT FOR THE SERVICES PROVIDED UNDER THE AGREEMENT FOR THE PERIOD OF ONE (1) YEAR PRIOR TO THE EVENT GIVING RISE TO LIABILITY. ECC SHALL NOT HAVE ANY LIABILITY WHATSOEVER TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO EARLY TERMINATION OF THE AGREEMENT, OR ANY THEFT, DAMAGE, LOSS OF DATA, OR DELAY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - c) **Attorney Fees.** Client agrees to reimburse ECC and any of its owners, employees, and agents for any attorney fees, costs, and expenses incurred: (a) successfully enforcing any part of the Agreement; or (b) successfully defending all or part of any state or federal court lawsuit that Client may file against ECC and/or any individual in their capacity as an owner, employee, or agent of ECC.
- 7) **Termination:** In the event the client elects to cancel their Purchase Order or Contract, client will be liable for any and all charges incurred by ECC up to the date of contract cancelation including labor, administration fees, permit fees, equipment received, and any equipment in transit. ECC will attempt to return any equipment procured, but client will be liable for any restocking fees and any equipment that cannot be returned.
- 8) **Miscellaneous.**
 - a) **Enforceability.** The invalidity or unenforceability of any particular provision of these Terms will not affect the Agreement's other provisions, which are then to be applied as if the invalid or unenforceable provision were omitted.
 - b) **Integrated Agreement.** Except for any purchase orders issued hereunder, there are no agreements, understandings, restrictions, warranties, or representations on which Client may rely relating to providing the Services. Furthermore, no future agreements, understandings, restrictions, warranties or representations may be relied upon by Client unless they are set forth in writing by an authorized representative of ECC.
 - c) **Assignment.** Client may not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of ECC. Any permitted assignee, successor, or purchaser shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of the Agreement, and no assignment or transfer shall relieve ECC or Client of its previously accrued obligations under the Agreement.
- 9) **Acceptance of Agreement** - This agreement includes equipment and services that are required to satisfy the project scope of Section 1.0.

10) **Scope of Work/Responsibilities.** ECC will begin work on this project upon receipt of a copy of this agreement duly signed and executed by an agent of the Customer, specifically authorized to bind the Customer to the terms and conditions of this agreement. Production of project will not commence until CAD drawings/applicable floor drawings are received. Additional charges will be applied if drawings are not provided within ten business days of notice to proceed and/or executed contract. In the event of any arrival to site that ECC is not able to execute work and definable progress, the **Customer will be charged a \$450.00 Mobilization Fee** to offset the lost time due to the lack of readiness. The Mobilization Fee will be presented as a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.

Due to global semiconductor chip shortages, Integrator is experiencing longer than normal lead times on equipment. As a result, Integrator cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such shortages. However, Integrator is working with its global suppliers on a daily basis to understand the impact of this chip shortage on delivery timelines and will use reasonable efforts to keep Buyer apprised of anticipated delivery timelines and delays. Should Buyer elect to purchase equipment immediately upon placement of order to mitigate delays, Integrator will immediately invoice Buyer for equipment. Upon buyer's payment, Integrator will place equipment order. ECC will store such equipment in its warehouse until delivery to Buyer. Warranty on such equipment shall commence upon delivery of the equipment to ECC's warehouse, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.

This Electronic Contracting Company (ECC) proposal is subject to a Force Majeure clause for a pandemic (e.g. Covid-19) as declared by the World Health Organization (WHO) and the corresponding governmental orders and/or regulations. This clause applies as it relates to ECC's inability to perform its contract obligations based on the unforeseeable events that may have a future impact on our labor force, the timely delivery of materials, and the escalation of the cost of said materials. ECC will keep you apprised if this situation develops and all parties to this proposal will be contacted. ECC does welcome the opportunity to work together to develop risk avoidance and mitigation strategies with you and all other parties involved (e.g. Owner, General Contractor, Architects, Engineers, etc.)

QUOTATION: 65076-REV1

Taxes are not included in this quote, and if tax exempt documentation is not provided, sales tax will be added.

XDLC	
Subtotal:	\$2,560.00
IDC Loop #2	
Subtotal:	\$11,520.00
IDC Loop #5	
Subtotal:	\$8,745.00
TAX:	0.00
Total:	\$22,825.00

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN		
BUYER:	BUYER SIGNATURE:	DATE:
_____	_____	_____
(Print Name)		
COMPANY:		

(Print Company)		
SALES REP: <u>Scott Lord</u>	SALES REP SIGNATURE: <u>Scott Lord</u>	DATE: <u>01/23/2025</u>
(Print Name)		

As acknowledgement that each page of the quotation was reviewed, please initial the bottom of each page.