

Customer

VEC-Electric C10-1070839 23141 La Cadena Dr Suite L laguna hills, CA 92653, United States 9494588300

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Project: City Hall Data Upgrade

#### Scope of Work

This proposal is for the removal of existing data and telephone cables at the city hall offices and cubicles from the under floor duct system and raceways as specified by Mr. Morones from Public works.

Supply and install new Cat 6e data cables in existing raceways and under floor duct system to locations as specified. Terminate all cables at IDF closet onto owner provided patch panels and the opposite end onto new Data jacks ready for installation into new owner provided cubicles.

No concrete Coring Drywall and patch back.

East Wing	
<u> </u>	Quantity
Cat 6 data drop	80 ea
Demo Electrical	1 ea
North Wing	Quantity
Cat 6 data drop	79 ea
Demo	1 ea
West Wing	
	Quantity
Cat 6 data drop	20 ea



	Quantity
Demo	1 ea
Council Chambers	
	Quantity
Cat 6 data drop	16 ea
Demo	1 ea

## Included(+)

1. Removal of existing data and telephone cabling at (3) IDF closets and existing under floor duct system.

- 2. Includes Cat6e cabling per drawings and specifications provided by Mr. Morones.
- 3. All cabling to utilize existing under floor ducting.
- 4. Termination of all data cables at IDF onto owner supplied data patch panels.

### Excluded(-)

- 1. Permets, Fees, Plans and engineering by others.
- 2. Installation of Data cables and devices in new cubicles and final connections
- 3. Owner to mark data cables that are not to be removed.

### Notes

CONTRACT START AND DURATION All work to begin within ten (10) days of the date specified, or within 10 calendar days calculated from the date of contractors receipt of a fully signed and executed copy of this contract and city issued building permits, whichever is later. All work to be completed within the time specified. Claim for extended duration due to Changes and or Delay of work by either contractor or owner to be negotiated between the parties prior to the owners withholding of funds and/or contractors claim for extra. Scheduling of work will only be initiated upon the receipt of this signed contract, expiration of owners' three-day cancellation period, and payment of the required deposit. If payment is made by check, when payment check properly endorsed, has cleared the bank. The Start of Job is defined as mobilization onto the job with labor, materials, tools and/or equipment being delivered to the site. PAYMENT TERMS (See payment schedule below) A ten percent (10%) or One Thousand Dollar (\$1,000.00) deposit, whichever is less, will be required at time of signing this agreement. The deposit is to be calculated on the base contract amount, excluding budget estimate amount(s). The balance due will be billed in monthly, semi-monthly or other progress billings as work progresses, in accordance with the schedule of payments and values stated herein. A schedule of values for billing purposes may be provided after receipt of this signed contract. Deposits required by material/equipment suppliers and custom fabricators will be billed together with and/or separately from progress billing to avoid delays in fabrication, delivery and construction for lead-time items and are not subject to the 10% or \$1,000.00 maximum deposit requirement. All payments required under this contract shall be paid in full within ten (10) calendar days of contractors' presentation of invoice to owner. No retention of funds will be made to any payment required under this contract. If contractors invoice or any part thereof is in dispute, owner shall notify contractor verbally and in writing of said dispute within two (2) calendar days of invoice date. If, in the sole discretion of the contractor, invoice amendments are warranted, the amended invoice shall then be paid within five (5) calendar days of contractor presentation of the amended invoice. Payments due and unpaid under the contract shall bear interest from the date payment is due at the rate of one and one-half percent  $(1-\frac{1}{2}\%)$  per month until paid in full. Contractor may, at contractors' option, stop and cease all work on the project and keep the job idle until contractor is in receipt of all delinquent payments. Contractor shall not be deemed to be in breach of contract for owners' lack of payment. WARRANTY Varkel Electric provides to the original purchaser/owner a one year labor and materials warranty, warranting the



project for one (1) year against defects in workmanship or materials utilized from the date of final inspection. Material manufacturers warranty(s) shall prevail over contractors' warranty. SEVERABILITY If any provision or term of this agreement or application thereof is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, such determination shall not affect the legality, validity or enforceability of the remaining provisions or terms of this agreement. Should any dispute arise between owner and contractor, both owner and contractor elect to submit said dispute to the California Contractors License Board (CSLB) Arbitration Program for dispute resolution involving sums up to \$10,000.00. The arbitration decisions are final and binding on the parties to this contract. The CSLB maintains a web site where a contractor's license status and important information for consumers along with detailed information about the CSLB Arbitration Program can be viewed. The CSLB web site address is www.cslb.ca.gov/ For dispute amounts greater than \$10,000.00, Owner and Contractor shall endeavor to mediate the dispute with a mutually acceptable professional mediator, using JAMS or similar Alternative Dispute Resolution Provider. If after mediation, the dispute remains unresolved, the parties agree to submit their dispute to binding arbitration, with Judicate West in Santa Ana, CA. The prevailing party in any arbitration shall be awarded its actual attorney fees and costs. ENTIRE AGREEMENT This agreement is the entire agreement between the parties. The parties expressly agree that they are not relying on any other agreement or contract conditions whether included by reference or noted on the plans nor any prior agreement or proposal whether written or oral. This is the entire agreement and may only be modified by a written amendment or change order to this agreement signed by both VARKEL Electric. and owner or owners' authorized representative. UNLESS ACCEPTED BY BOTH OWNER AND CONTRACTOR WITHIN 10 CALENDAR DAYS FROM DATE HEREOF, CONTRACTOR RESERVES THE RIGHT TO REVISE THIS PROPOSAL AND CONTRACT. SCHEDULE OF PAYMENTS: Payments as required under this contract to be made as follows: DEPOSIT 10% or \$1,000.00 whichever is less. 1,000.00 50% prior to start of job and mobilization. 100% att completeion of work. TOTAL OF ALL CONTRACT PAYMENTS PLUS BUDGET ESTIMATE \$ 9,375.00 Amount of actual billing is subject to change and will be based on the actual work complete and final material, fixture and equipment selections by owner.

#### Summary

Subtotal

\$ 58,409

# \$ 58,409

Accepted By

Date