

PROPOSAL REQUEST

BRINKLEY SARGENT WIGINTON ARCHITECTS

Distribution: OWNER ☒ ARCHITECT ☒ CONSULTANT ☒ CONTRACTOR ☒ FIELD ☐ OTHER ☐

PROJECT: Williamson County Sheriff's Office Training Center
8160 Chandler Road
Hutto, TX 78634

PROPOSAL REQUEST NO: 11

OWNER: Williamson County
3151 SE Inner Loop
Georgetown, Texas 78626
TO: American Constructors, Inc.
11900 West Parmer Lane
Cedar Park, TX 78613

INITIATION DATE: 8/8/2017

PROJECT NO.: 21522.00
CONTRACT DATE: 12/20/16

CONTRACT FOR: General Construction

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

Description: Incorporate the following revisions to the documents to remove the video surveillance system from the project scope.

- Item No. 1. Remove video surveillance system as described in Division 28 23 00. Video surveillance will be Genetec VMS to be provided by Knight Security.
- Item No. 2. Remove VMS head-end as described in Division 28 23 00. All VMS head-end will be off site and provided by Williamson County.

Attachments: None

END OF PROPOSAL REQUEST #11

ISSUED: BRINKLEY SARGENT WIGINTON ARCHITECTS
By: David Achterberg August 8, 2017

ARCHITECT DATE



Division 28 Low Voltage Security

Williamson County Sheriff's Office Training Center

June 6, 2017

Dustin Wiegers
American Constructors, Inc.
11900 W. Parmer Ln., Ste. 200
Cedar Park TX 78613

Dustin,

Per our conversation of 6/6/2017, our proposal **excludes** any licensing that may be required to comprise the additional 13 card readers that are on this job. Licenses for the Basis Access Control System are provided in banks of 64, 256 and then enterprise thresholds. There are no "single licenses" available. Therefore because we are not certain of the current number of licenses that Williamson County has, we are excluding the costs for additional software licenses from our proposal.

We acknowledge:

- 2016-11-14_WILCO NARRATIVE Bid set addenda
- Wilco SOTC_ADDENDUM 1
- Wilco SOTC_ADDENDUM 2

Netronix Integration is a full-service integration, service/maintenances and monitoring firm specializing in providing security and life safety solutions spanning the full spectrum of today's security challenges. Based on the description of required services in the scope of work, we can provide plans, specifications, qualified technical staff, project management, quality assurance and testing/commissioning services to meet all your electronic security enhancement requirements and maintenance needs.

We are confident that we have the capabilities and expertise to meet and/or exceed your expectations.

Best Regards,

A handwritten signature in black ink, appearing to read "Eric Ryan", with a stylized flourish at the end.

Eric Ryan
Senior Account Executive
Netronix Integration
512-785-5858
eryan@netronixint.com

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Bill of Materials Video Surveillance System:

Mfr.	Model	Description	Qty	Unit Sell	Material Extended Sell
Lenel	DVC-LP-B-A00-04-3T	1U Low Profile Chassis (DVC-LP) with four 3TB data drive; LNVR Software; and Windows 7 64 bit operating system installed. Camera channel licenses not included.	1	\$ 4,605.26	\$ 4,605.26
Lenel	SW-LNR-CH1	Lenel Network Video Recorder Software - Includes a single channel software license for one IP/ Network based camera channel to be used with either a customer provided PC or adding on to a turnkey system.	7	\$ 197.37	\$ 1,381.59
Pelco	IME229-1IS	Dome & Day/Night Network Camera, Sarix IME Series, Enhanced, Mini, Indoor, 2 Megapixel, 3-9 mm Varifocal Lens, PoE, 12V 24V	7	\$ 654.91	\$ 4,584.37
Pelco	IMEICM-I	In Ceiling Mount	4	\$ 71.93	\$ 287.72
Pelco	IMEPME	Pendant Adapter	3	\$ 71.93	\$ 215.79
Pelco	WMVESR	Wall Mount Vandal	3	\$ 43.43	\$ 130.29
Pelco	IMELD2-01	Lower Dome Smoked	4	\$ 54.96	\$ 219.84
MinuteMan	E3000RT2U	Universal Power Supply, EnterprisePlus LCD Series, 3000 VA, 2560 Watts, 120 VAC Input / 127 VAC Output, (8) UPS Outlets, No Surge Outlets, Sine-Wave, Line Int., Rack / Tower / Wall Mount, SentryHD Software Included, 3-Year Warranty	1	\$ 1,175.42	\$ 1,175.42
DTK	DTK-RM12POE	Surge Protector, Rack Mount, Power Over Ethernet, 12-Port, 2U, RJ45 Connection In / Out	1	\$ 379.03	\$ 379.03
DTK	DTK-MRJPOE	Surge Protector, Power Over Ethernet, RJ45 Connection	3	\$ 50.07	\$ 150.21
StarTech	RACKCONS1708	LCD Console w/8 Port Multi-Platform KVM KVM console with KVM switch - 8 ports - PS/2 - 17" - rack-mountable - 1280 x 1024 - 250 cd/m ² - 450:1 - 16 ms - 1U	1	\$ 1,468.42	\$ 1,468.42
Netronix		Fasteners, Hangers & Connectors	1	\$ 460.53	\$ 460.53
		Spare Peripheral Electronic Components Below		\$ -	\$ -
Pelco	IME229-1IS	Dome & Day/Night Network Camera, Sarix IME Series, Enhanced, Mini, Indoor, 2 Megapixel, 3-9 mm Varifocal Lens, PoE, 12V 24V	2	\$ 654.91	\$ 1,309.82

MATERIALS TOTAL	\$ 16,368.29
SHIPPING AND HANDLING	\$ 327.37
SALES TAX	\$ -
LABOR, PM, CAD	\$ 5,419.87
TOTAL	\$ 22,115.53

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Note: If any additional equipment is needed there will be added charges.

Authorization: Customer

NETRONIX:

Accepted by: _____

Accepted by: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exclusions and Clarifications:

Unless specifically noted otherwise, this proposal excludes the following:

1. If the Williamson County Sheriff's existing Access Control / Video system does *not already have* the integration enabler (integrates access control software and video management software), the software enabler; "SWG-DV" will be required at an additional \$562.32
2. Proposal assumes that the existing BASIS ACCESS CONTROL SYSTEM has available expansion to comprise the additional 13 doors on this proposal. If additional software expansions or modifications are required to accommodate the additional doors, this will incur respective associated additional charges. Any local servers or software required to accommodate the expansion will also be at an additional charge.
3. Any required spare parts in addition to the spare parts listed in this proposal will incur an additional charge.
4. Any fire alarm disconnect relay, fire alarm device or additional equipment/ devices required to meet applicable local codes
5. Any electrical (High Voltage) work
6. Any conduits, raceways, or AC power
7. Any lifts or lift rentals (unless noted in installation materials list above)
8. Any required lighting needed for proper operation of CCTV cameras
9. Any keyways or key cylinders for locking hardware provided by NETRONIX INTEGRATION, unless noted above in the list of materials
10. Any computers/ servers or associated computer equipment
11. Any network switches and/or routers not supplied by NETRONIX INTEGRATION are deemed out of coverage
12. NETRONIX INTEGRATION is not to be held responsible for system not functioning due to customer's network
13. Any VPN network connection need for communication to Server
14. Customer will ensure that all work is clear of any asbestos which may hinder our work or pose a danger to NETRONIX INTEGRATION employees
15. The customer will ensure that No area in which NETRONIX INTEGRATION is installing equipment is considered or classified as hazardous or explosive

Assumptions

Unless specifically noted in materials list, this proposal assumes the following:

1. The customer will further be responsible for providing all 110VAC voltage power requirements where needed to support security, access control system and CCTV system.

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Terms and Conditions:

CUSTOMER ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH HEREIN.

GENERAL TERMS & CONDITIONS

Installation Responsibility: This proposal is based upon the use of straight time labor only. Plastering, patching, painting, AC Power, conduit, raceway or other electrical panels, back boxes and additional fire alarm devices / interfaces are excluded. Any equipment and/or labor not listed in the bill of material or scope of work for this project are excluded. Purchaser agrees to provide Netronix Integration with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, and any lifts, etc.) without charge. Netronix Integration agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Netronix Integration for any costs or expenses without Netronix Integration written consent. Unless specifically noted in the statement of the scope of work or services undertaken by NETRONIX INTEGRATION under this agreement, NETRONIX INTEGRATION's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of hazardous or dangerous materials, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by NETRONIX INTEGRATION shall not operate to compel NETRONIX INTEGRATION to perform any work relating to hazardous or dangerous materials without NETRONIX INTEGRATION's express written consent.

Scope and Compensation: Netronix Integration 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 in the investment information. ("Fees"). Client shall pay Netronix Integration within thirty (30) days of the date of, NETRONIX INTEGRATION's 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 (1.50%) 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 NETRONIX INTEGRATION income derived from its performance of Services shall be paid by NETRONIX INTEGRATION. Client shall pay all other applicable taxes.

System Programming and Customer Training: Netronix Integration will be responsible for all hardware devices programming and testing, and for customer training on the use of the new equipment as specified herein. Loading of any database, including definition of access levels, alarm points, time zones, or any other user defined data is the responsibility of the owner.

Change Orders: Any changes to this proposal shall require an approved Change Order, which shall modify the scope of work, proposal cost, and time line of the project. The attached schedule of equipment defines and limits the equipment to be furnished as part of this proposal.

Warranty: Netronix Integration warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Netronix Integration, for a period of one (1) year from installation. Netronix Integration warrants that for equipment furnished and/or installed but not manufactured by Netronix Integration, Netronix Integration will extend the same warranty terms and conditions which Netronix Integration receives from the manufacturer (not to exceed a period of one (1) year from customer acceptance) of said equipment. For equipment installed by Netronix Integration, if Purchaser provides written notice to Netronix Integration of any such defect within thirty (30) days after the appearance or discovery of such defect, Netronix Integration shall, at its option, repair or replace the defective equipment. For equipment not installed by Netronix Integration, if Purchaser returns the defective equipment to Netronix Integration within thirty (30) days after appearance or discovery of such defect, Netronix Integration shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Netronix Integration shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

Project Commencement: No work shall proceed without an acceptable purchasing document to, Netronix Integration from the customer, and a sign copy of the proposal and these Terms and Conditions.

Mobilization: Following acceptance of this proposal, ten (10) working days and 25% pre-payment are required for mobilization. This includes administrative processing, engineering, drafting, equipment procurement, and shipping and receiving.

Third Party Guarantees: Unless otherwise stated, NETRONIX INTEGRATION, 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. NETRONIX INTEGRATION's 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.

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

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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 Netronix Integration from third party liability arising from any unintended use or unauthorized disclosure.

Termination or Alteration: A contract resulting from the acceptance of an offer may be cancelled or altered by the buyer only if agreed to in writing by, Netronix Integration and subject to the following:

- Prior to termination, customer must provide Netronix Integration written notice of terms that have not been met
- Netronix Integration shall be given thirty (30) days to correct said items
- Netronix Integration shall be paid for all products and services performed up to the effective date of termination plus reasonable costs associated with the orderly close out of the contract
- Netronix Integration shall be paid for all anticipated profit based on the original contract amount and any change orders executed prior to the effective termination date

Proposal Expiration: This proposal shall be honored for thirty (30) days

Intellectual Property: This proposal and all accompanying materials, and the original information, designs, concepts, and ideas represented herein are the exclusive property of Netronix Integration and may not be reproduced or copied in any manner without the express written authorization of NETRONIX INTEGRATION. The proposal and all associated materials, drawings, and documents must be returned promptly upon demand.

Electronic File Transmission: If this document has been transmitted in an electronic format, the delivery of the electronic file does not constitute the delivery of the proposal with attachments. Only the signed original proposal constitutes our proposal, and because electronic files may be altered, the signed proposal must be referred to for the original and correct information. Netronix Integration is not responsible if there are any differences between the sign proposal and the electronic file, or for any information derived from the electronic file which have not been reviewed and signed by Netronix Integration.

Compliance with Laws: Netronix Integration shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

Liquidated Damages: No liquidated damages will be due

Debris Disposal: Netronix Integration will dispose of debris created by our work in owner furnished trash bins or containers at the site.

Invoicing & Payment: Netronix Integration may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Thirty-five (35%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 35% shall be included in Netronix Integration initial invoice. Purchaser agrees to pay Netronix Integration the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. Final payment shall be due upon the completion of the project for the remaining balance of the contract, including taxes as required by law. No provisions of the proposal shall serve to void our entitlement to timely payment for properly performed work or suitably stored material, nor void, any of Netronix Integration's rights under Mechanics' Lien Laws. If Netronix Integration invoice is not paid within 30 days of its issuance, it is consider delinquent and a penalty of 1.50% (of the total invoice) per month shall be assessed until the delinquent amount is paid in full. If a delinquent invoice is forwarded to collections, Purchaser agrees to pay any collection fees associated with the collection of delinquent invoices, and the amount of the original invoice. All late payments shall bear interest at the rate of 1.50% at the time payment is due. Nothing in this proposal or contract shall be construed to require NETRONIX INTEGRATION to continue performance of work if we do not receive timely payment for properly performed work or stored materials. Netronix Integration retains title to all equipment until installation is complete and reserves the right to retake possession of the same or any part thereof at the customers cost if default is made by the customer in any payment. Netronix Integration does not accept any back charges that have not previously been agreed to in writing. **Please Note:** Netronix Integration's quotes / proposal customarily are issued with a 2% discount based on the type of remittance the customer has conveyed to us in the course of doing business; the discount is based on the customer paying by check / cash. If a customer changes the type of remittance from check / cash to credit card then the 2% cash discount would no longer apply and the customer would have to pay non-discounted price. **Please Note:** This is not a fee / up-charge for paying with a credit card; this is a discount program based on remittance in the form of check / cash. All quotes / proposal issued by Netronix Integration are always discounted and only in the event the customer informs Netronix Integration in advance of their intentions of payment type would this be changed. The cash discount program is not shown as a percentage discount on the proposal it is automatically configured into the base quote / proposal unless the customer announces their intension to pay by credit card.

Taxes: The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by Netronix Integration or, alternatively, shall provide Netronix Integration with acceptable tax exemption certificates. Netronix Integration shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

Parking and Storage: Customer shall furnish and make available to, Netronix Integration at the site reasonable storage and parking facilities, and convenient delivery access to our work.

Elements Beyond the Control of NETRONIX INTEGRATION: The schedule of any other contractors involves in this project shall be made in consultation with NETRONIX INTEGRATION, and unless otherwise agreed to, shall provide time for NETRONIX INTEGRATION to perform our work on an 8-hour day, 40-hour

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week basis. This proposal does not include provision for Netronix Integration to perform overtime work for delays not caused by Netronix Integration. An additional charge to the contract shall be made for any mutually agreed upon overtime. Netronix Integration shall not be responsible for delays or default that are occasioned by caused of any kind that are beyond our control, including but not limited to delays or defaults of Architects, the Owner, the Contractor, and Subcontractors, other third parties, civil disorders, labor disputes, and Acts of God. Netronix Integration shall be entitled to equitable adjustments in the amount of the contract for delays caused by anything that is beyond our control.

Materials: If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Netronix Integration, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Netronix Integration shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

Delays: Netronix Integration shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Netronix Integration control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of Netronix Integration.

Insurance: Insurance coverage in excess of Netronix Integration standard limits will be furnished when requested and required. No credit will be given or premium paid by Netronix Integration for insurance afforded by others.

Indemnity: The Parties herein agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

Occupational Safety and Health: The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

Entire Agreement: This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

On behalf of the entire Netronix Integration staff, I sincerely appreciate the opportunity to be of service. Please feel free to contact me with any questions or comments at 512-785-5858

Authorization: Customer

NETRONIX INTEGRATION:

Print Name

Print Name

Signature

Signature

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