

## CONTRACT PROPOSAL

*Key Systems • Entry Doors • Door Hardware • Access Control • Dock Equipment*

BUYER (and billing address if different from site):	PROJECT (site address):
City of Coppell PO Box 9478  Coppell TX 75019	Coppell Fire Stations #1 & #2 (Exit OH Door & Operators Replacement) (DH Pace BuyBoard # 657-21, Quote # 49185) 540 Southwestern Blvd Coppell TX 75019

Submitted To:	Steve Shore		
DH Pace Key Service Center Rep:	Norman Harvey	855-237-3667	norman.harvey@dhpace.com
DH Pace Salesperson:	Doug Short	214-765-8355	doug.short@dhpace.com
Proposal date:	May 9, 2023		

*I am pleased to propose the following material delivered to your facility freight prepaid and added on invoice plus any applicable taxes:*

				Order Total	\$ 143,107.47
Line#	Item Qty	Item Description-notes	Item Number	Unit Sell Price	Extended Sell Price
5	6	14Ft Model 451 (OPEN MARKET)	Wayne Dalton - 14'2" x 14' 1" Powder-Coated Aluminum Doors	14,506.55	\$ 87,039.30
2	6	T751L5-MC (LiftMaster 20% Off List \$1,302.65)	LiftMaster Operator, 3/4 Hp with Track, Trolley, for 14 Ft Door & Chain	1,042.12	\$ 6,252.72
3	6	041K0811 (LiftMaster 20% Off List \$190.71)	Interface Card, CPS3CARD	152.57	\$ 915.42
4	12	813 LMX (LiftMaster 20% Off List \$28.68)	3 Button Comm OCS Remote - DIP/MAX Type	22.94	\$ 275.28
5	6	TLS1 CARD (LiftMaster 20% Off List \$156.84)	Timer Light Status Option Card	125.47	\$ 752.82
6	6	02-108 (LiftMaster 20% Off List \$139.27)	3-Button Indoor Flush Mount Station	111.42	\$ 668.52
7	6	LC36M (LiftMaster 20% Off List \$673.61)	Light Curtain Monitored/Primary 36 Inch	538.89	\$ 3,233.34
8	6	100MAPS (LiftMaster 20% Off List \$17.11)	100mA External Power Supply, 28 FT Cord	13.69	\$ 82.14
9	600	W18.6 (OPEN MARKET)	Wire, 18 Gauge, 6 Wire PLN	0.60	\$ 360.00
10	24	300-66210 (OPEN MARKET)	Pre-Punched 2x2 10', 12 Gauge	46.15	\$ 1,107.60
11	6	RGL-CTL (LiftMaster 20% Off List \$490.58)	Red/Green Compact Traffic & Signal Light	392.46	\$ 2,354.76
12	2	828LM (LiftMaster 20% Off List \$50.17)	G828LMC: LM, Internet Gateway	40.14	\$ 80.28
13	9	CPS-U (LiftMaster 20% Off List \$98.07)	CPS-U Photo Eyes	78.46	\$ 706.14
14	4	(OPEN MARKET)	Scissor Lift	714.35	\$ 2,857.40
15	2	(OPEN MARKET)	Miscellaneous Material	416.07	\$ 832.14
16	1	(OPEN MARKET)	Freight	5,381.61	\$ 5,381.61
17	200		BuyBoard Contract Labor Hours	151.04	\$ 30,208.00

**BUYBOARD CONTRACT 657-21**

## Fire Station #1 & Fire Station #2 - Doors and Operators Replacement (Exit OH Door Replacement, Quote #49185)

### Scope:

(1) Remove Existing doors and haul off.

### (2) Furnish and Install:

- Fire Station #1 - (3) each 14'2" x 14'1" WD Mdl 451 AFV - RAL #3000 RED Powder coat finish, Sections, 1 and 7 Solid, all others glazed with 1/8" tempered gray, 3" standard lift track, Full weather seal, Liftmaster Motorized Operation with Safety light curtain, Optical Safety Edge, Surface Mount PB3 wall station, Remote operation, red/green light, external power supply, and internet gateway.

- Fire Station #2 - (3) each 14'2" x 14'1" WD Mdl 451 AFV - RAL #3000 RED Powder coat finish, Sections, 1 and 7 Solid, all others glazed with 1/8" tempered gray, 3" standard lift track, Full weather seal, Liftmaster Motorized Operation with Safety light curtain, Optical Safety Edge, Surface Mount PB3 wall station, Remote operation, red/green light, external power supply, and internet gateway.

### NOTES AND EXCLUSIONS:

- Lead times are not guaranteed.
- This proposal is priced furnished and installed, no tax included.
- Any price increases are subject to and recoverable under change order provisions.
- Pricing assumes reasonable access will be provided.
- Work to be completed during standard working hours of 8:00 a.m. to 4:00 p.m. Monday-Friday.
- Please sign this proposal and return it to me by EMAIL [doug.short@dhpac.com](mailto:doug.short@dhpac.com) so we may proceed with your order.
- Customer to bring power supply to within 3 foot. DH Pace to connect power supply to operator and perform control wiring if required.
- Our proposal excludes all electrical wiring, conduit, and electrical hookups.
- Open preparation including framing and structural support by others.
- If during construction/installation hidden or flawed structures are encountered, additional charges may apply.
- This proposal is contingent upon acceptance of a mutually agreed upon contract or authorized signature on this proposal and approved credit.
- This proposal is based solely on information provided by the customer. No formal plans and/or specifications were provided for review. Pricing is subject to change if actual conditions or products needed differ from the information provided.

\*This proposal is for budget purposes only. We reserve the right to alter this quote should additional information indicate that the scope and/or timing of the project is changed from the original information received. Costs are currently rising at sudden and unpredictable rates. This Agreement is based on current pricing from Seller's suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date Seller executed this Agreement. Seller reserves the right to require an approved change order before the order is released into production to compensate for any supplier price increases or surcharges announced after Seller's execution of this Agreement and prior to the Seller's release of materials for production. Seller will provide written documentation of any Supplier notices of cost increase, upon request. If Buyer rejects or does not timely approve the change order request to maintain the job schedule, Buyer and/or Seller may terminate the affected part of this Agreement for convenience, in writing, with ten business day notice following Buyers' rejection of, or failure to approve, the change order. If terminated, Buyer shall pay Seller for all costs incurred in performance of the contract, plus a prorated percentage of the Seller's profits based on the percent of completion, up to the date of termination.

Costs are currently rising at sudden and unpredictable rates. This proposal is based on current pricing from Sellers suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. This proposal is valid for acceptance for 30 days. After 30 days, the Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request.

The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit status and must be accepted by Buyer as 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 terms and conditions on the reverse side 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 and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.

**Send Orders to: SecuritySolutionsTexas@dhpace.com**

The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit status and must be accepted by Buyer as 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 terms and conditions on Attachment A (TERMS AND CONDITIONS) 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 and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.

**BUYER ACCEPTANCE**

TYPE OR PRINT NAME OF BUYER

SIGNATURE of: ☐ Owner ☐ Partner ☐ Officer (indicate which)

ACCEPTANCE DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
MM / DD / YYYY

**Terms.** The products ("Products") described in this contract 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 supplemental 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 following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorneys' 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 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. 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.