



Coast IT Systems Proposal

VCMC -PEDS CO#3 Data Cable & Fiber pull

Customer: County of Ventura

Coast IT Systems

STATEMENT OF WORK

Project Name: VCMC -PEDS CO#3 Data Cable & Fiber Pull

Address: 300 Hillmont Avenue, Ventura, CA 93003

SCOPE OF WORK:

- Furnish & Install Cat6/5e unshielded cable on the 2nd fl Peds project
- Furnish & Install Single mode Fiber cable & Connectors on 2nd floor.

CLARIFICATIONS:

- Coast IT to furnish materials and pull the cables to the locations shown on the provided marked up data floor plan
- All pathways to be provided before work starts. Any required fire stopping has been excluded
- Network Switches & connections to be provided by others.

GENERAL CONDITIONS:

- Work shall not be performed until contract has been fully executed and purchase order has been issued.
- Labor costs based on standard working hours (Monday-Friday, 7am-4pm). Additional costs will be required if afterhours labor is needed. Afterhours labor rate is \$317.15 per hour.
- This proposal is valid for 90 days.

EXCLUSIONS:

- *Warranty on any existing equipment.*
- *Union Labor if required.*
- *Performance and Payment Bonds.*
- *All 120VAC electrical wiring by others. Conduit and Penetrations.*
- *Paint, Patch, Ceiling Tile Replacement, Access Panels, Fire Caulking, or Concrete Coring. Equipment*
- *Racks, Wire Racks, UPS Power.*
- *Network Infrastructure, Network Connections, Network IP Addresses, Bandwidth requirements.*
- *Servers & Workstations with OS & Data Base.*
- *After-hours, weekends, over-time, and expedited work schedules.*
- *HCAI associated fees and IOR inspections if required.*
- *Permits, third-party testing fees, PE stamps or Seismic Structural Calculations if required.*
- *Parking fees.*
- *Any Fire Alarm interface.*

PROPOSAL SUMMARY

Type	Description	Rate	QTY	Extended Rate
Material	CAT 6	\$666.67	2	\$1,333.34
Material	12 Fiber Plenum	\$2,000.00	1	\$2,000.00
Material	100pk LC Fast Connectors	\$156.00	1	\$156.00
Material	12 Port LC Single Mode Adapter	\$232.67	2	\$465.34
Material	LC Small Connector	\$543.33	2	\$1,086.66
Material	Misc. lot items	\$20.50	1	\$20.50
	Total Material		9.00	\$5,061.84

Type	Description	Rate	QTY	Extended Rate
Labor	Design Labor	\$228.00	0	\$0.00
Labor	Programming Labor	\$171.00	0	\$0.00
Labor	Programming Labor (Remote)	\$211.00	0	\$0.00
Labor	Project Management Labor	\$200.00	4	\$800.00
Labor	Administrative Labor	\$211.00	1	\$211.00
Labor	Onsite Installation Labor	\$211.00	32	\$6,752.00
Labor	Sub Contractor Installation Labor	\$260.00	24	\$6,240.00
Labor	Misc (contracting, fees,etc)	\$154.50	1.00	\$154.50
	Total Labor		62.00	\$14,157.50

Total Material	\$5,061.84
Total Labor	\$14,157.50
Total Sell Price	\$19,219.34

PROJECT PRICE (INCLUDES TAX & FREIGHT)

Base Bid

Material	\$5,061.84
Labor	\$14,157.50
Total Price	\$19,219.34

This Proposal is subject to the attached terms and conditions.

By signing below, Coast IT Systems (Coast IT) and County of Ventura (Customer) accept this Proposal and agree to the terms and conditions contained herein.

COAST IT SYSTEMS

COUNTY OF VENTURA

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Coast IT Systems, a California Stock Corporation, herein referred to as "Coast IT", offers and agrees to provide to the County of Ventura, herein referred to as "Customer", the services, equipment and material ("system") as detailed in the Proposal attached as Exhibit A according to the following terms and conditions:

TERMS AND CONDITIONS

LIMITED WARRANTY ON SALE

In the event that any part of the equipment installed by Coast IT becomes defective, Coast IT agrees to make all repairs and replacement of parts without costs to the Customer for a period of ninety (90) days from the date of installation. Coast IT reserves the option to either replace or repair the equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. Coast IT is not the manufacturer of the equipment and other than Coast IT's limited warranty Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. **EXCEPT AS SET FORTH IN THIS AGREEMENT, Coast IT MAKES NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION TO, UNLESS PROHIBITED BY LAW, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE AND Coast IT SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES TO THE EXTENT PERMITTED BY LAW.** No equipment provided by Coast IT is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent a disease or medical condition unless explicitly stated in the proposal ("Proposal" or "Exhibit A") to which these Terms and Conditions are attached (together, the "Agreement") and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or any illness **Coast IT expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose to the extent permitted by law. There are no warranties which extend beyond the description on the face hereof.** The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than Coast IT. Customer acknowledges that any affirmation of fact or promise made by Coast IT shall not be deemed to create an express warranty unless provided in writing; that Subscriber is not relying on Coast IT's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the Agreement. Customer's exclusive remedy for Coast IT's breach of the Agreement or negligence to any degree under the Agreement is to require Coast IT to repair or replace, at Coast IT's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of the Agreement. This Limited Warranty gives Customer specific legal rights and Customer may also have other rights which vary from state to state. If required by law, Coast IT will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

1. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: Coast IT shall not be liable for any damage or loss sustained by Customer as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes beyond Coast IT's reasonable control. In the event the work is delayed through no fault of Coast IT, Coast IT shall have such additional time for performance as may be reasonably necessary under the circumstances. Customer assumes all risk of loss of material once delivered to the job site.

2. TESTING OF SYSTEM: The parties hereto agree that the equipment, once installed, is in the exclusive possession and control of the Customer, and, except as otherwise set forth in the Proposal, it is Customer's sole responsibility to test the operation of the equipment and to notify Coast IT if any equipment is in need of repair. Service, if provided, is pursuant to the Proposal. Coast IT shall not be required to service the equipment unless it has received notice from Customer, and upon such notice, Coast IT shall, during the warranty, service the equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Except as otherwise set forth in the Proposal, Customer agrees to test and inspect the equipment and to advise Coast IT of any defect, error or omission in the security equipment

3. CARE AND SERVICE OF SYSTEM: Customer agrees not to tamper with, remove or otherwise interfere with the system which shall remain in the same location as installed. All repairs, replacement or alteration of the system made by reason of alteration to Customer's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of Customer. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding

manufacturer's useful life, are not included in warranty or service under the Agreement and will be repaired or replaced at Customer's expense payable at time of service. No apparatus or device shall be attached to or connected with the system as originally installed without Coast IT's written consent.

4. ALTERATION OF PREMISES FOR INSTALLATION / AGENCY DISCLOSURE: Coast IT is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in Coast IT's sole discretion for the installation and service of the system, and Coast IT shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the system, and Customer represents that the owner of the premises, if other than Customer, authorizes the installation of the system under the terms of the Agreement. If a party executing this Agreement is acting as an agent for a principal, it is agent's responsibility to disclose to Coast IT the name of the principal and to notify Coast IT in advance in the event agent's principal changes during the initial or renewal terms of the Agreement.

5. CUSTOMER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Customer agrees to furnish, at Customer's expense, all AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, and maintain areas in the premises where active electronics, such as panel, expansion devices and power supplies, between 32 to 122 degrees Fahrenheit, as reasonably deemed necessary by Coast IT.

6. LIEN LAW: Coast IT or any subcontractor engaged by Coast IT to perform the work or furnish material who is not paid may have a claim against Customer or the owner of the premises if other than the Customer which may be enforced against the property in accordance with the applicable lien laws.

7. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: All services, work and/or activities covered by the Agreement will be at the risk of Coast IT alone. Coast IT agrees to defend, through attorneys approved by Customer, indemnify, and save harmless Customer and its boards, agencies, departments, officers, employees, agents and volunteers against any and all claims, lawsuits, whether against Coast IT, Customer or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Coast IT, save and except claims or litigation arising through the sole gross negligence or sole willful misconduct of Customer.

The parties agree that there are no third-party beneficiaries of the Agreement.

Neither party shall be permitted to assign the Agreement without prior written consent of the other party, which shall not unreasonably be withheld.

8. EXCULPATORY CLAUSE: Coast IT is not an insurer and no insurance coverage is offered herein. The equipment and Coast IT's services are designed to detect and reduce certain risks of loss, though Coast IT does not guarantee that no loss or damage will occur. No equipment provided by Coast IT is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent disease or medical condition unless explicitly stated in the Proposal and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or illness.

9. INSURANCE / ALLOCATION OF RISK: Coast IT, at its sole cost and expense, will obtain and maintain in full force during the term of the Agreement the following types of insurance: (1) general liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations and broad form blanket contractual liability; (2) workers' compensation coverage, in full compliance with California statutory requirements, for all employees of Coast IT and employer's liability in the minimum amount of \$1,000,000; and (3) if applicable, commercial automobile liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non owned, and hired automobiles, and uninsured/underinsured motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

All insurance required will be primary coverage as respects Customer and any insurance or self-insurance maintained by Customer will be in excess of Coast IT's insurance coverage and will not contribute to it. Customer is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. Customer, its boards, agencies, departments, offices, employees, agents, and volunteers (County of Ventura, 800 S. Victoria Avenue, Ventura, CA 93009) are to be named as additional insured as respects work done by Coast IT under the terms of the Agreement on all policies required except workers' compensation. With respect to workers' compensation, Coast IT agrees to waive all rights of subrogation against Customer, its boards, agencies, departments, officers, employees, agents and volunteers for losses arising from work performed by Coast IT under the terms of the Agreement. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to Customer's Risk Management Division. Coast IT agrees to provide Customer with the following insurance documents on or before the effective date of the Agreement: certificates of insurance for all required coverage, additional insured endorsements and waiver of subrogation endorsement (a.k.a.: waiver of transfer rights of recovery against others, waiver of our right to recover from others) for workers' compensation. Failure to provide these documents will be grounds for immediate termination or suspension of the Agreement.

10. Intentionally omitted.

11. Intentionally omitted.

12. **COAST IT'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Customer agrees that Coast IT is authorized and permitted to subcontract any services to be provided by Coast IT to third parties who may be independent of Coast IT. Coast IT shall be sole responsible for subcontractor's compliance with the Agreement..

13. **MOLD, OBSTACLES AND HAZARDOUS CONDITIONS:** Customer shall notify Coast IT in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Customer shall be responsible for removal of such conditions. In the event Coast IT discovers the presence of suspected asbestos or other hazardous material, Coast IT shall stop all work immediately and notify Customer. It shall be Customer's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed . If Coast IT, in its sole discretion, determines that continuing the work poses a risk to Coast IT or its employees or agents, Coast IT may elect to terminate this agreement on 3 days' notice to Customer and Customer shall compensate Coast IT for all services rendered and material provided to date of termination. Coast IT shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall Coast IT be liable to Customer for any damage caused by mold or hazardous conditions or remediation thereof.

14. Intentionally omitted.

15. Intentionally omitted.

16. **SECURITY INTEREST / COLLATERAL:** To secure Customer's obligations under this agreement Customer grants Coast IT a security interest in the equipment installed by Coast IT and Coast IT is authorized to file a financing statement.

17. **CREDIT INVESTIGATION:** Customer and any guarantor authorize Coast IT to conduct credit investigations from time to time to determine Customer's and guarantor's credit worthiness.

18. **FULL AGREEMENT / SEVERABILITY:** The Agreement, along with the purchase order issued by Customer to Coast IT respecting the Agreement, together constitute the full understanding of the parties with respect to the subject matter hereof, and may not be amended, modified or canceled, except in writing signed by both parties. Customer acknowledges and represents that Customer has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Customer hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Customer's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. Should any provision of the Agreement be deemed unenforceable, the provision shall be deemed modified and enforceable to the extent deemed enforceable and in any event shall not render any other provision in the Agreement unenforceable.

PROPOSITION 65 WARNING: Equipment and packaging may contain components containing chemicals known to The State of California to cause cancer, birth defects or other reproductive harm.