

CableCom LLC
3701 W. Burnham St.
Suite C
Milwaukee, WI 53215



City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214

(414) 226-2205
(414) 226-2269 FAX

(262) 243-4471
(262) 243-4351 FAX

March 27, 2017

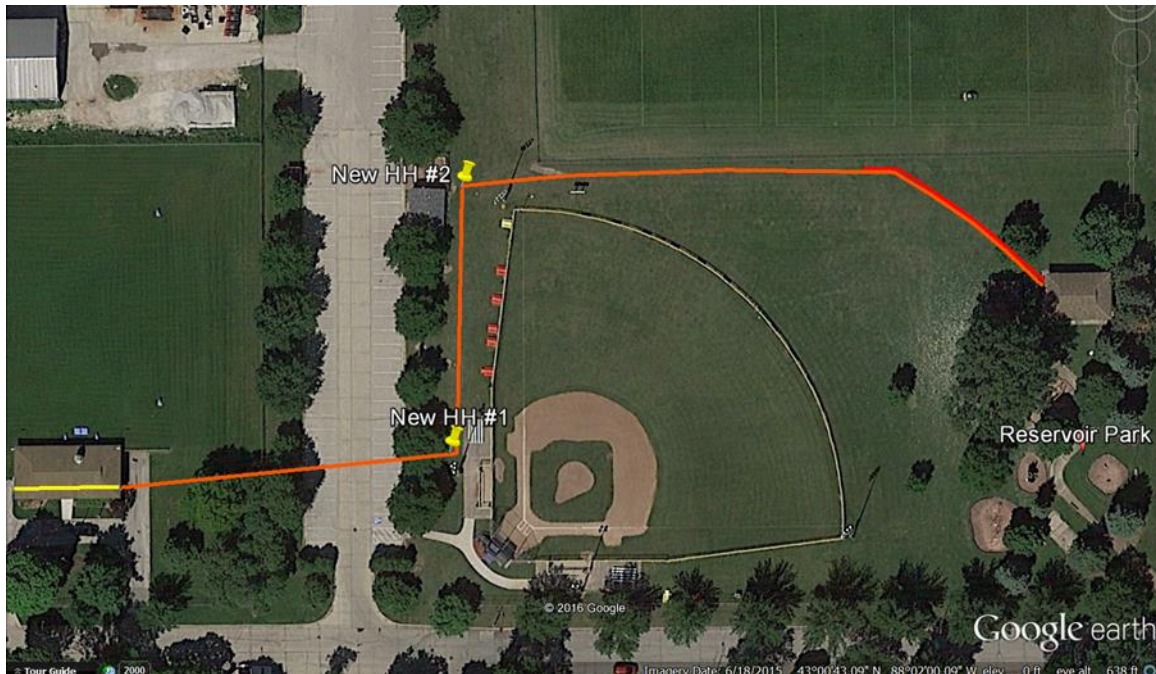
Reservoir Park Singlemode Fiber Installation
CableCom's State of Wisconsin DOT Contract # 407498

Quoted by: Brent Lidwin

Due to volatile raw material costs the following pricing can only be held for (30) days from the above date.

Scope of Work

CableCom will provide materials and/or labor to complete the following scope of work:



1. Installation of (1) new 1-1/2" HDPE duct between the Main Facility at Reservoir Park and the Bathroom Facility located on the north end of the property.
 - a. Grass to be restored with top soil, seed, and hay covering as needed, or areas possibly left as natural weed growth as it is today upon further discussions with the customer.
 - b. A #12 tracer wire will be installed along with the fiber optic cable to facility future route identification.
2. At the main facility, the above mentioned HDPE duct will enter the attic space from a newly installed 2" rigid conduit that will be installed form below grade to the attic space via 2" rigid LB penetrate the north wall.
 - a. The 2" rigid conduit will terminate into a 12" x 12" x 6" pull box that will be located at a location yet to be determined at the north end of the attic.
3. From the newly installed 12" x 12" x 6" pull box, another 1" EMT conduit will be installed across the attic space to the south end of the attic where another 12" x 12" x 6" pull box will be installed.
 - a. From the southernmost 12" x 12" x 6" pull box, a 1" EMT conduit will stub down into the communications room on the 1st floor of the facility.
4. At the remote Bathroom Facility, the HDPE duct will enter the attic space from a newly installed 2" rigid conduit that will be installed form below grade to the attic space via 2" rigid LB penetrate the south wall.
 - a. The 2" rigid conduit will terminate into a 12" x 12" x 6" pull box that will be located at a location yet to be determined at the south end of the attic.
5. From the newly installed 12" x 12" x 6" pull box, another 1" EMT conduit will be installed across the attic space to the north end of the attic where another 12" x 12" x 6" pull box will be installed.
 - a. From the northernmost 12" x 12" x 6" pull box, a 1" EMT conduit will stub down into the communications room on the 1st floor of the facility.

6. Approximately 25-feet of fiber will be left out of the conduit for terminations.
7. All fibers will be tested and documented with a light source and power meter.
8. Test results will be emailed to the customer in PDF form to save for future reference.

<u>Commodity Code:</u>	<u>Per Unit:</u>	<u>Cost:</u>
962-18-047378 High Density Polyethylene (HDPE) conduit 1-duct, 1.25-inch, directional bore, Furnish and install	\$8.50 per/ft	\$ 9,350.00
962-18-047439 Expose existing utility, paved, surfaces	\$1,500.00 ea	\$4,500.00
962-18-047427 Tracer wire in new conduit, 12 AWG, Furnish and install	\$.25 per/ft	\$ 275.00
962-18-047430 Fiber optic buried test station, Furnish and install	\$ 30.00 ea	\$ 60.00
725-23-047441 Fiber Optic Termination Panel, 12 count, SC with UPC connectors, Furnish only	\$214.56 ea	\$ 429.12
725-23-047321 Fiber Optic Termination Panel, 12 count, SC with UPC connectors, Install only	\$150.00 ea	\$ 300.00
725-23-047294 Fusion Splice, Fiber Optic, Singlemode 1-12 count	\$48.00 ea	\$1,152.00
962-18-047435 Fiber optic network testing Troubleshooting and acceptance	\$85.00 per/hr	\$170.00
962-18-047436 ITS Documentation	LOT \$	\$250.00
962-18-036282 Cable installation, structured, copper And fiber optic, and related components	LOT \$	\$9,802.04
Includes furnishing and installing 1" EMT, 2" Rigid Conduit, preformed 90-degree angles, 12"x12"x6" pull boxes, 24"x36"x36" handholes, hand hole lids, mule tape, building penetrations, duct plugs, split duct plugs, ground rods, ground clamps, ground wire, pigtails, fire stop, concrete and soft restoration, permits, 12-count singlemode non-dielectric fiber, Engineering, gravel, cable labels, 1" EMT minnies, 1" EMT couplers, 1" EMT box connectors with set screws, mobilizations and Project Management		

Cost for Described Work

Total: \$26,288.16

Customer Acceptance

Tony Warkoczewski

Date: 08/01/2017

Accepted By (Signature)

The CableCom Standard Terms & Conditions are attached hereto and are incorporated herein by reference. In signing above, Customer accepts the terms set forth above and the accompanying CableCom Standard Terms & Conditions.

CABLECOM, LLC. STANDARD TERMS AND CONDITIONS

CABLECOM LLC ("SELLER") ACCEPTS YOUR ORDER ON THE EXPRESS CONDITION THAT YOU ("BUYER") AGREE TO THE TERMS AND CONDITIONS BELOW (THE "CONTRACT"). NO ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS WILL BE BINDING UPON SELLER UNLESS SPECIFICALLY AGREED TO IN WRITING. TO THE EXTENT THERE IS ANY CONFLICT BETWEEN ANY OTHER AGREEMENT BETWEEN THE PARTIES AND THIS CONTRACT, THIS CONTRACT SHALL CONTROL.

1. **Prices:** Unless otherwise agreed in writing, all prices and charges specified herein are based on U.S. dollars, FOB origin, and are effective for thirty (30) days from the date of any quotation. Transportation shall be by common carrier, at Buyer's risk and expense, with the transportation, insurance, and related charges added to the quoted price. Should Buyer postpone the delivery date, Seller shall have the right to adjust the price of the undelivered goods to Seller's price at the time of shipment.
2. **Title:** Title to products does not pass to Buyer until Buyer has paid all amounts owed under this Contract. Should Buyer fail to make any payment when owed, Seller may enter Buyer's premises and remove the products.
3. **Taxes:** Prices quoted by Seller are exclusive of all taxes (except taxes levied on Seller's income) including federal, state, and local use, excise, sales, privilege, property or any other similar taxes, and Buyer shall pay all such taxes in full. If Buyer is exempt from any taxes, Buyer shall furnish to Seller an appropriate tax exemption certificate in a form acceptable to the taxing authority.
4. **Payment:**
 - a) Unless otherwise agreed by Seller's Credit Department in writing, payment terms are net thirty (30) days from date of invoice. A service charge of 1.5% per month, not to exceed the maximum rate allowed by law, shall apply to the portion of Buyer's outstanding balance, which is not paid when due. If Seller takes legal action to obtain payment or otherwise enforce this Contract, Buyer shall be liable for Seller's reasonable attorney fees, plus other costs of such action. Seller may invoice Buyer biweekly for all materials delivered to the project site or to an offsite storage facility and for all work performed on-site and off-site.
 - b) Unless otherwise agreed to by Seller in writing, Buyer will pay a progress payment of up to 25% to Seller within 15 days of commencement of work.
 - c) If Buyer pays by credit card, Buyer shall be liable to Seller for handling fee.
5. **Delivery, Risk of Loss, Shipment and Storage:**
 - a) Delivery and performance dates specified herein or otherwise communicated to Buyer are approximate only and are based on conditions at the time Seller accepts Buyer's purchase order.
 - b) Delivery shall be complete upon transfer of possession to common carrier, FOB origin, as the case may be, whereupon all risk of loss, damage or destruction of the goods shall pass to Buyer.
 - c) Buyer will provide Seller a secure on-site storage area for tools and materials unless otherwise agreed upon in writing.
6. **Permits:** Seller shall obtain all licenses and permits when required to perform the agreed upon work. Unless otherwise agreed upon in writing, Buyer will pay for all costs incurred by Seller to obtain the required licenses and permits.
7. **Changes and Cancellation:** Orders accepted by Seller are not subject to change or cancellation by Buyer after manufacturing or installation work is in progress, except with Seller's prior written consent and upon payment of an appropriate charge to cover the costs and losses incurred by Seller. Unless otherwise agreed in writing, such charge shall not be less than fifty percent (50%) of the price of the goods and services subject to the change or cancellation.
8. **Warranty:**
 - a) Seller warrants for a period of one (1) year that the installation of all products by Seller ("Warranty Period") will be free from material defects in workmanship under normal use and service. Buyer shall notify Seller in writing during the Warranty Period for any warranty claims. Claims received after the Warranty Period shall be deemed waived and released. For valid warranty claims, Seller shall at its option either: (i) re-perform the defective work or (ii) refund to Buyer that portion of the price related to the defective work. The foregoing constitutes Buyer's exclusive remedy for warranty claims and defective workmanship.
 - b) No warranty extended by Seller shall apply to:
 - i. any goods which have been modified or altered by persons other than Seller;
 - ii. any goods subjected to any misuse, neglect, improper installation or accidental damage; or
 - iii. any goods manufactured or installed by a third party.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS OF SELLER OR ITS AFFILIATES, WITH RESPECT TO ANY GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS CONTRACT, SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR PURPOSE, OR NON-INFRINGEMENT.
9. **Limitation of Liability:** Seller's liability shall be limited to the warranty provided in section 8 hereof. **SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNITY OR ANY OTHER THEORIES OF LAW, FOR LOSS OF USE, REVENUE, OR PROFIT, OR FOR THE COST OF CAPITAL OR OF SUBSTITUTE USER OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. SELLER'S MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE.**
10. **Force Majeure:** Seller shall not be liable for any damages as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including, without limitation, any act of God, act of Buyer, governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay the time for Seller's performance shall be extended a period of time equal to the period of delay.
11. **General:**
 - a) Any drawings, data, designs, software programs or other technical information, including pricing and the terms of this Contract, supplied by Seller to Buyer in connection with this Contract shall remain Seller's property and be held in confidence by Buyer. Such information shall not be reproduced or disclosed to any third party without Seller's prior written consent.
 - b) **THIS CONTRACT SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN SELLER AND BUYER, AND SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE INTERNAL LAWS OF THE STATE OF WISCONSIN (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES).**
 - c) Waiver by Seller of any breach of any provision contained herein shall not constitute or be deemed to be a waiver of any other breach or of such provision. No amendment to or modification or alteration of the Contract shall be effective against Seller without Seller's specific written agreement thereto.
 - d) Buyer shall not assign this Contract, any interest in this Contract or rights under this Contract without Seller's prior written consent.
 - e) Disputes arising out of this Contract, not otherwise settled by mutual agreement between the parties, shall be settled by binding arbitration in Milwaukee, Wisconsin, U.S.A. pursuant to the Commercial Arbitration Rules of the American Arbitration Association then in effect.
 - f) If any provision of this Contract is held illegal, invalid or unenforceable, that provision will be automatically revised to the minimum extent necessary to be valid and enforceable.