

Project: Install 36 Strand Fiber from Broad Street to East Slaton

Prepared For:

City of Griffin
Information Technology Center (ITC)
City Of Griffin ITC
P.O. Box T
Griffin, GA 30224

Job Site:

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Thank you for the opportunity to provide a proposal for the Install 36 Strand Fiber from Broad Street to East Slaton project. With more than 25 years of experience in the industry, NetPlanner Systems, Inc. has a long history successfully completing projects of this scope and magnitude.

As one of the Southeast's leading providers of information transport systems, NetPlanner Systems, Inc. has established a reputation for completing projects on time and within budget. We dedicate our efforts to staying on top of the ever-changing world of communications technology in order to consistently deliver innovative, high performing systems. Our goal is to provide you with the highest quality products and a level of customer service that exceeds your expectations.

Please do not hesitate to contact me if you have any questions about this proposal. Again, thank you for this opportunity. We look forward to working with you.

SCOPE OF WORK

To provide and install the below scope:

- Install (1) OSP 36 strand SM fiber from the end can at Broad Street to the building at South 6th Street and East Slaton Ave.
- Fiber will be installed on an existing messenger.
- Install a new enclosure at the Broad Street end.
- NetPlanner is prepared to correct any existing messenger
- Install the fiber into an enclosure on the end of the new building.
- Install a new splice fiber rack mount in the new enclosure.
- Make sure we have a working 24 strand along the red path on the drawing. Both can's will need some fiber patching and re-termination of existing fiber.
- All fiber will be tested, labeled and verified.

BILL OF MATERIALS

Part Number	Manufacturer	Description	Qty
95-201-98-SP	CORNING	Connector, Anaerobic, LC, UPC, Singlemode	168
CCH-04U	CORNING	Rack Mount Enclosure 72-144 Port Landscape	2
CCH-CP12-A9	CORNING	12 Fiber, LC Coupler Panel, Singlemode	8
FAN-BT25-12	CORNING	12 Strand Breakout Kit	10
J8874	POWER&TEL	5/8" x 24" Machine Bolt	10
J1074	POWER&TEL	Square Washer	20
PA422	POWER&TEL	3 Bolt Cable Suspension Clamp	10
COND21/2RIGID	CONDUIT	2.5 Rigid Conduit	40
COND21/2COUP	CONDUIT	2 1/2" Conduit Coupler	4
EC250	CONDUIT	2 1/2" Weather head	1

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COND21/2STRAP	CONDUIT	2 1/2" EMT Strap	8
036EUC-T4101D20	CORNING	Fiber, 36 Strand, OS2, Altos Lite, Loose Tube, Gel-Free, Single-Armored, Singlemode	1500
2MLC/SCSM	JUMPERS	Jumper, 2 Meter, LC/SC, Singlemode	6
CABLE1/4MSG	CABLE	Messenger Cable, 1/4", Stranded, Galvanized	200
CSD342412SS	HOFFMAN	New Metal Enclosure	1
COND21/2SSC	CONDUIT	2 1/2" EMT Set Screw Connector	4
PA186	GENERIC	Box, Aluminum Back Panel, 18x16	1
COND21/290	CONDUIT	90 degree elbow for soft bends	2
1/2UNISTRUT	GENERIC	1/2 Unistrut	30

INSTALLATION

Part Number	Description	Qty
LABOR	Labor - 2 Technician Team	1

SERVICES

Part Number	Description	Qty
LOT	Consumables: Hardware, Tie Wraps, Fasteners, Etc.	1
BUCK/WK	Bucket Truck Usage, Per Week	3

PROJECT COST SUMMARY

Material	7,659.89
Installation	9,000.00
<u>Services</u>	<u>986.00</u>
Total	\$17,645.89

PAYMENTS

NetPlanner Systems, Inc. will invoice Customer for all materials and for mobilization upon approval of proposal. Customer will be invoiced for labor at the end of the project or at the end of the month, whichever comes first, based upon the percentage of the project completed. The Customer agrees to pay any and all payments according to the payment schedule. Should said payment(s) not be made, or if satisfactory arrangements for payment have not been made, NetPlanner Systems, Inc. reserves the right to stop all work until such time as payment is rendered or satisfactory payment arrangements have been made. Standard payment terms are NET 15.

Base Bid Total for the completion of this project per the Scope of Work: \$17,645.89

Any required closeout documents, including, but not limited to, as-built drawings, test results, and warranties, will be released to the Customer once 90% of the total project payment has been received by NetPlanner Systems, Inc.

NetPlanner Systems, Inc. operates primarily as a contractor for sales tax purposes. This means that all sales tax is paid to the Georgia Department of Revenue at the point of purchase of materials and that no sales tax may be charged to NetPlanner Systems, Inc. customers.

INCLUSIONS

Pricing includes above described items by NetPlanner Systems, Inc. and applies to regular business hours unless otherwise stated, Monday - Friday 7:30 AM - 4:30 PM.

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This bid proposal and the pricing within are valid for 30 days.

EXCLUSIONS

Overtime labor is not included in this proposal.

CHANGE ORDERS

Changes to the Scope of Work, delays due to site closings, limited access, or other events which the Customer requests will be handled as part of a Change Order.

Additional labor resulting from a Change Order will be calculated at a rate of \$55/Hour/Technician and \$85/Hour/Project Manager. If overtime or weekend work is required, the labor rate will be subject to a 1.5 multiplier. If holiday work is required, the labor rate will be subject to a 2.0 multiplier. The cost of additional materials and labor will be presented for Customer approval prior to commencing work on the Change Order. Additional charges for the changes will be added to the contract price and billed with the next scheduled contract payment.

The completion date shall be adjusted according to the change(s) mentioned above, and the original completion date shall become null and void. Agreements made by the Customer with other vendors or subcontractors on the job are not recognized.

CUSTOMER-SUPPLIED ITEMS

All materials supplied by the Customer are to be on site by the specified date in the contract. It is the responsibility of the Customer to ensure that Customer-supplied items are in good and sufficient condition to be installed and that all necessary parts to install such items are present. The Customer bears all responsibilities pertaining to the condition, performance, and warranties of Customer-supplied items. NetPlanner Systems, Inc. shall install Customer-supplied items "as is" and shall bear no responsibility, either explicit or implied, for the item or for its condition, performance, or warranty.

CUSTOMER RESPONSIBILITIES

To ensure that your project goes smoothly, please implement the following:

- A) Designate one person to be the Customer's point of contact. This person shall be kept informed of the job's progress and shall be provided answers to questions as they arise.
- B) Direct all questions to NetPlanner Systems, Inc.'s designated point of contact. Avoid trying to resolve questions or problems with workers, vendors, or other individuals on or off the job site.
- C) Make any and all changes to the original contract in writing and ensure that a "Change Order" form is completed and signed before those changes are made.
- D) NetPlanner Systems, Inc. shall in no way be held responsible for making the proposed system fully operational in the event that the Customer fails to disclose in explicit written terms the features required of the system and where lack of doing so is the cause for such failure to become operational. If such omissions by any third party or the Customer cause the system to be incomplete and unable to function as expected, it is up to the Customer to provide financial resources to correct such omissions.

QUALITY

All work shall be performed in a good and workmanlike manner per industry standards. All material is guaranteed to be new, unless otherwise specified.

SAFETY

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NetPlanner Systems, Inc. shall take all necessary precautions for the safety of persons and the protection of the work and adjoining property. NetPlanner Systems, Inc. shall comply with all applicable provisions of federal, state and local safety laws and building codes including, without limitation, the provisions of 29 CFR 1910.147 (OSHA Lockout/Tagout Standard).

INDEPENDENT CONTRACTORS

The relationship of Customer and NetPlanner Systems, Inc. created by this agreement shall be that of independent contractors and not one of joint venture, partnership, or employment.

During the term of this Agreement and for a period of two (2) years following the date of the termination or expiration of this Agreement (or the date of any subsequent termination of the parties' relationship, whichever is later), Customer covenants and agrees that Customer shall not, directly or indirectly: (i) solicit, recruit, or hire (or attempt to solicit, recruit, or hire) or otherwise assist anyone in soliciting, recruiting, or hiring, any employee of NetPlanner Systems, Inc. who performed work for NetPlanner Systems, Inc. within the last year of Customer's relationship with NetPlanner Systems, Inc. or who was otherwise engaged or employed with NetPlanner Systems, Inc. at the time of termination or expiration of this Agreement and the parties' relationship or (ii) otherwise encourage, solicit, or support any such employee(s) to leave their employment with NetPlanner Systems, Inc., until such employee's employment with NetPlanner Systems, Inc. has been voluntarily or involuntarily terminated or separated for at least six (6) months. In the event the Customer hires a NetPlanner Systems, Inc. employee, the Customer agrees to compensate NetPlanner Systems, Inc. an amount equal to the employee's minimum annual salary.

DAVIS BACON ACT

NetPlanner Systems, Inc. is compliant with all State, Federal and local labor and employee relations laws including Davis Bacon and Davis Bacon Related Act regulations and guidelines. Based upon Federal guidelines, it is the contracting agency's and/or contractor's responsibility to (a) notify bidders when a project falls under the Davis Bacon Act and/or Davis Bacon Related Act guidelines and (b) provide the Prevailing Wage Determination attached to the contract. NetPlanner Systems, Inc. bids its labor based upon criteria and requirements outlined within the RFP; as such, we will not take into consideration Davis Bacon Act/DBRA wage requirements if it has not been designated within the RFP/bid documents as a requirement. If a contract is awarded and later determined to be a Davis Bacon/Davis Bacon Related Act project, NetPlanner Systems, Inc. will issue a change order for the additional labor costs and/or have the right to cancel the contract based upon the contractor's failure to properly notify bidders of the Prevailing Wage requirements. In some instances, the Prevailing Wage Determination provided within an RFP/bid package does not include an employee classification matching the specialized skills required of our employees. Under these circumstances, our quote is based upon the prevailing wage rates for our classification, in the project's specific geographic location. In addition, should the contract be awarded to our company, we would need to submit an SF1444 requesting a wage conformance to include a worker classification for Telecommunications / Voice / Data / Video technicians.

BUILDING CODES

All work performed under this agreement shall comply with applicable building codes. Any additional work required by the Building Department beyond the agreement of this contract is not the responsibility of NetPlanner Systems, Inc.

ASBESTOS AND OTHER HAZARDOUS MATERIALS

It is the obligation of the Customer to determine if the structure covered by this contract contains asbestos and/or other hazardous materials. This proposal and contract does not include any provision (neither monetary provisions nor time-schedule provisions) to cover the unforeseen hazards or additional work necessitated by removal of asbestos and/or other hazardous materials. If asbestos and/or other hazardous materials are discovered after work is already in progress, and if the asbestos and/or other hazardous materials represent a changed condition from those described in the plans and specifications, then NetPlanner Systems, Inc. shall be entitled to additional compensation and an increase in time for completion of the project.

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EXISTING CONDITIONS

NetPlanner Systems, Inc. makes no representation of existing conditions and assumes no responsibility of condition for any of the Customer's equipment that may or may not be relocated or affected by NetPlanner Systems, Inc.'s work.

HIDDEN DEFECTS

It is acknowledged that hidden defects, faulty wiring, or other defective components of existing systems may need to be updated or replaced in order to properly complete the above-quoted work, and further acknowledged that the expense, if any, will be the responsibility of the Customer.

PATHWAYS

All conduits installed by others are assumed to be passable. NetPlanner Systems, Inc. is not responsible for repairing or replacing pathways installed by others.

Any conduits routing below foundation grade must be identified by the Customer so that NetPlanner Systems, Inc. can properly specify outdoor rated cable. Failure to identify such conduits will result in cable being replaced at additional cost to Customer. Indoor cable routing below foundation grade will not be warranted by NetPlanner Systems, Inc.

LIENS

NetPlanner Systems, Inc. retains the right to file a mechanic's lien and will not indemnify Customer and/or Lessee against all claims or liens filed by NetPlanner Systems, Inc. Indemnity shall include costs and attorneys' fees.

FINANCE CHARGES

Any contract payment or invoice amount not paid by the due date shall be considered delinquent and shall bear interest at the rate of one and one-half percent (1 1/2%) per month on the outstanding balance. If steps shall be taken, whether by suit or otherwise, to collect any sum including interest which has become delinquent, the Customer agrees to pay all costs thereby incurred, including any reasonable collector's fees, attorney fees, and court costs.

INDEMNITY AND LIABILITY

NetPlanner Systems, Inc.'s obligation to indemnify Customer or any other party shall be limited to the extent the loss, cost, expense, claim or demand for which indemnification is sought (i) arises out of or results from the negligence of NetPlanner Systems, Inc., its employees and subcontractors, and (ii) arises out of bodily injury (including death) or damage to tangible property of third parties. The indemnity shall not be interpreted to make NetPlanner Systems, Inc. liable for the negligence of any other party, nor for loss or damage to property or existing facilities of the Customer at or near the site of the Work. NetPlanner Systems, Inc. shall not be liable for any special or consequential damages, loss of profits, interest penalties or fines. Customer must make written demand for indemnity promptly after a claim is made against it.

NetPlanner Systems, Inc. absolves itself of any liability due to omissions or failures to perform by any engineering firm, consultant or other party engaged by the Customer. NetPlanner Systems, Inc. shall in no way be held responsible for making the proposed system fully operational if faulty design from any party not hired by NetPlanner Systems, Inc. is the cause for such failure to become operational.

WARRANTY

NetPlanner Systems, Inc. hereby guarantees that the work shall be free from defects in labor for one (1) year from the date of completion of the project. NetPlanner Systems, Inc.'s liability for breach of warranty or failure or defect in performance of the Contract shall be limited to re-performing corrective services of the type originally performed by NetPlanner Systems, Inc. with its own forces, beginning

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at final completion and continuing for twelve (12) months thereafter, provided NetPlanner Systems, Inc. receives written notice of defective work within the warranty period. Materials and active hardware are warranted as specified by individual manufacturers and not by NetPlanner Systems, Inc.

NetPlanner Systems, Inc. will exchange any defective equipment at no labor cost for a period of 30 days. After 30 days, the Customer is responsible for exchanging defective equipment. NetPlanner Systems, Inc. can install exchanged equipment on a time and materials basis.

NetPlanner Systems, Inc. reserves the right to repair or replace defective items and will not compensate others for repair or replacement services.

ACKNOWLEDGEMENTS

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, representations, commitments, understandings or agreements between the parties, either written or oral. This Agreement shall not be changed or modified by any oral agreement or any other agreement unless the same is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. If NetPlanner Systems, Inc.'s proposal is made a part of this Agreement and said proposal contains any terms or conditions inconsistent with the terms and conditions of this Agreement Form, then this Agreement Form shall govern.

ACCEPTANCE

NetPlanner Systems, Inc. is hereby authorized to perform the work as specified. Payment shall be made as outlined above. Customer agrees this proposal constitutes in its entirety all that will be provided by NetPlanner Systems, Inc. Customer's signature certifies acceptance of the terms and conditions set forth in this proposal and posted at www.netplanner.com/termsandconditions.

If this proposal is distributed by e-mail, then replying to such e-mail with the subject or message "I Accept" or any request by the Customer for NetPlanner Systems, Inc. to begin work on this project will constitute full acceptance of the terms and conditions set forth in this proposal and posted at www.netplanner.com/termsandconditions.

Customer

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

NetPlanner Systems, Inc.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

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