

COVER PAGE

Classroom Upgrades & Wiring TIPS # 210101

McLennan Community College

1400 College Dr.
Waco, TX 76708

Revision: 0
Modified: 3/7/2022



Presented By:

KHT Electronics

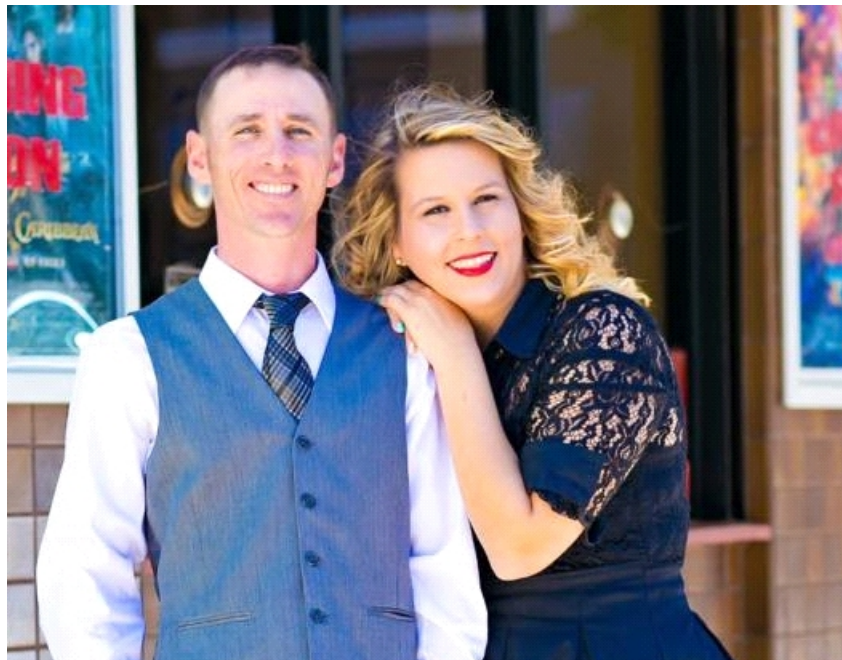
813 Lake Air Dr
Waco, TX 76710 US
254-340-0548
<https://www.khtwaco.com/>



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COMPANY PROFILE

KHT is a audio, visual, security, and networking company that offers superior customer service in support of all your technology needs. Whatever your business is and whatever your needs, we are confident that we have the solution to help you keep your competitive edge. We have partnered with every industry across central Texas to develop custom solutions to meet their ever-changing business needs. With KHT, you will maximize your value and minimize your cost. We constantly collaborate with architects, engineers, and individual business owners to develop audio, video, networking, security, surveillance, and access control systems. Whether you have an existing system that needs enhancing or a new design and build-out, KHT can help. Our expertise extends to most brands and manufacturers, making us your ideal technology partner. Our technicians will come directly to you and work to get your system up and running. After everything is fully functional and integrated properly, we provide detailed customer education and walk you through each component to ensure you can confidently navigate your system after we leave. KHT works to understand each customer's unique needs and expectations, providing superior and responsive service on all of our projects. When you work with us, you can expect the “white glove” treatment. Our reputation is based on service, safety, and quality, regardless of how large or small the job.



SCOPE OF WORK

Scope of work:

This estimate is based solely off of the document titled MCC Room Wire Count provided to KHT by Edgar Barragan. The document specifies the device types, quantities of devices, and cable to be installed per room by KHT Electronics.

SYSTEM SUMMARY

Classroom Upgrades & Wiring TIPS # 210101

System	Installed Price
Structured Wiring	\$80,855.04
Grand Total:	\$80,855.04

PROPOSAL

Classroom Upgrades & Wiring TIPS # 210101

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Classrooms

Structured Wiring

	14400 General Cable	\$7,128.00
	GenSPEED 6 Category 6 Pull Pac II Plenum Cable - Blue	
	1400 West Penn Wire	\$420.00
	16/2 Unshielded Speaker Wire - CMP - Black	

Structured Wiring Total **\$7,548.00**

Classrooms Total **\$7,548.00**

Project Subtotal: **\$7,548.00**

* Price Includes Accessories

Classroom Upgrades & Wiring TIPS # 210101

Project No : KHT-0454

Rev. 0 3/7/2022

PROJECT SUMMARY

Equipment:	\$7,548.00
Labor:	\$73,307.04

Grand Total:	\$80,855.04
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Client: **Mario Leal**

Date

Contractor: **KHT Electronics**
B12699901

Date

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- A.** The general project description is contained in the attached document and related documents from herein referred to as the "Proposal".
 - B.** The specific work to be performed by Contractor is the installation of the specified system as outlined in the Proposal.
 - C.** The total amount to be paid by the owner for the performance (subject to additions and deductions by written change order) shall not exceed the total specified in the Proposal.
 - D.** Progress payments will be made according to the payment schedule below. Equipment will not be ordered until the equipment deposit has been submitted. These times are subject to the timing of the construction and the lead times required for the ordered equipment to be delivered.
 - E.** Payment is due immediately after invoicing. Unpaid balance beyond 10 days after invoicing of completed tasks as outlined in item D shall bear interest payable to Contractor at a rate of 1.5% per month simple interest.
 - F.** This Proposal expires 30 days following the date stated on the top of this agreement. No work will be scheduled without a deposit plus a signed copy of this agreement. All drawings and specifications contingent on agreement and retainer.
 - G.** If job is of a retro-fit/remodel nature on an existing structure, and scope of work exceeds time estimated to complete because of unforeseen circumstances, owner agrees that he/she will be back-charged at a rate of \$65 per man, per hour for all extra labor involved in completing the job.
 - H.** All drawings and documentation are contingent on retainer. Since preparing a proposal requires system design & engineering by a professional Systems Integrator, only one version of the proposal will be prepared without a retainer. If a second version is required or if project is for design & documentation only, a minimum \$400 Design Retainer will be collected.
 - I.** Contractor reserves the right to replace proposed models in the case of obsolescence, discontinuation or unavailability with a comparable model of equal or greater value upon customer approval. Contractor will not be held responsible or liable in any way for any said product's obsolescence, discontinuation or unavailability.
1. KHT Electronics, a series of KHT Technology LLC's here after referred to as KHT Electronics. KHT Electronics' goal is 100% satisfaction with our products and services.

2. Contract Documents and Details -The contract documents consist of this agreement, including all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in work. Work not covered by contract documents will not be required unless it is required by reasonable inference as being necessary to produce the intended result. The costs associated with any related work or materials, including, but not limited to electrical, drywall, painting, cabinets are not included unless specifically documented in the proposal. Contractor is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.
3. Time - With respect to schedule completion of the tasks in section D, time is of the essence. If Contractor is delayed at any time in the progress of the work by owner change orders, fire, labor disputes, acts of God or other causes beyond Contractor's control, the completion schedule for the work or affected parts of the work shall be extended by the same amount of the time caused by the delay.
4. Payments and Completion - The above Payment Schedule is a guideline and approximation. Since contractor will, if possible, open, test and burn-in equipment before delivery, all components must be paid for before delivery to job site. Payments may not be withheld under any circumstances. Any disputes due to legal claims will be settled independently in good faith between the parties. Final payment shall be due immediately following completion of the project. Contractor will hold owner harmless with respect to claims of subcontractors and suppliers.
5. Insurance - Contractor shall purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the owners property resulting from the conduct of this contract.
6. Changes in the Contract - The owner may order changes, additions, or modifications without invalidating the contract. Such changes must be in writing and signed by the owner. The contractor shall provide the owner in writing the amount of additional costs or cost reductions resulting from changes ordered within 15 working days unless this requirement is waived in writing by the owner. Change Orders shall be paid in full upon acceptance of change and shall not alter the contract's payment schedule. In case of product unavailability or discontinuation, contractor reserves the right to substitute equipment of equal or better quality with clients approval. Contractor will be held blameless in case of product unavailability or discontinuation.
7. All invoices are due when presented. Any unpaid balance will be subject to an interest charge of 3 percent (3%) per month if not paid within thirty (30) days of the invoice date. All Sales are final, no refunds are accepted.
8. KHT Electronics warranties are spelled out below. We endeavor to respond to calls for service in a way that assures the full use of your system. However, service will be withheld from accounts with unpaid balances.
9. Installations and service calls are performed Monday-Friday 8am-5pm excluding federal holidays. After Hours, Saturday, and Sunday are available at an increased emergency rate.
10. As our schedule is typically filled far in advance, we require a minimum of three (3) weeks' notice to respond to any request for pre-wire, trim, or final installation work. Please plan your schedule and have your general contractor, cabinetmaker, etc., coordinate their plans with us.
11. KHT assumes all customer supplied equipment that is to be reused is in proper working order.
12. All pricing is based on 8 hours of uninterrupted access. This proposal is based on our being able to work in an efficient, unobstructed, and continuous manner. If the job site is not ready (e.g., cabinet not ready, construction not at proper stage, internet not connected, etc.) resulting in extra time or return trips, additional charges will be assessed.
13. If KHT Electronics is to utilize existing wiring, we must first inspect and test it. KHT will not remove old wiring unless specified and charged for. If the wire was installed by others, KHT Electronics will advise you regarding whether changes are necessary. KHT Electronics will make the change with your approval at our standard rates. Only the work performed by KHT Electronics will be warranted.
14. Services such as cable, satellite and fiber optics are outside of KHT Electronics control. Accordingly, KHT Electronics is not responsible for the cables, splitters, amplifiers, receivers or other hardware or software supplied by these services. If we respond to a service call and the trouble is found to be with one of those services or the equipment supplied by them KHT Electronics may bill time and materials for the call.
15. KHT Electronics is not responsible for the signal quality, speed of your network, or reception of specific channels from cable services, fiber optic services or antenna reception such as AM, FM or Satellite (XM, Sirius, DSS, Dish Network, and the like). We will make every effort to maximize signal strength from antennas and to amplify weak signals when possible.
16. KHT Electronics cannot be held responsible for our wires, speakers or other equipment being tampered with or damaged by other contractors. KHT expressly documents locations of wired drops on frame studs and cannot be held responsible

for other contractors moving locations or damaging wires. These problems will incur additional cost and KHT will not be responsible for damages created for moving cable back to the proper location.

17. Unforeseen circumstances may result in a job taking longer than the allotted time. Every effort will be made to promptly complete projects, but we cannot guarantee that our schedule will allow us to perform all projects on consecutive business days from start to finish.
18. Requests for additional work made to the installation crew that are outside the scope of the original proposal (e.g., moving furniture, hooking up additional equipment, removal of old equipment, etc.) must be approved by the Project Manager and may result in additional charges.
19. KHT Electronics employees are not permitted to move large or heavy pieces of furniture.
20. KHT does not install electrical, conduit, preform coring or exterior wall penetrations on new construction, cut or modify door frames in any way and should be installed and preformed by the same people installing the doors.
21. KHT Electronics provides a lifetime warranty on the wire we install, the wire. KHT Electronics' obligation under this limited warranty shall be limited to the replacement of work found to be defective. This limited warranty is VOID AND DOES NOT APPLY to work that has been altered, damaged or destroyed by third party vendors over whom KHT Electronics has no control and to work that is otherwise damaged or deteriorates as the result of accidental breakage, vandalism, pests, and/or improper maintenance and/or improper cleaning and/or exposure to the elements. This limited warranty is made in lieu of all other warranties, express and/or implied including without limitation the warranty of merchantability and the warranty of fitness for a particular purpose, and extends only to the original Purchaser. In no event shall KHT ELECTRONICS be liable for any special, consequential, indirect, incidental, or punitive damages or losses.
22. Warranty on equipment: KHT Electronics support the manufacturer's warranty on all products we sell. This means that for any equipment we sell to you, we will work directly with the manufacturer to repair or replace the equipment.
23. Warranty on installation of product: In addition to any manufacturer's warranty on the materials and equipment purchased from KHT Electronics, we also provide a 1 year warranty on our installation service. This means that if our installation is defective, we will rectify the work, at no charge to you. All service calls (including warranty calls) beyond the 1 year installation warranty will be charged at our standard rates.
24. KHT Electronics makes no other warranty beyond the warranty expressly specified in this document
25. The customer will provide a safe and clear area with adequate ventilation and air conditioning to store the equipment. Once the equipment is delivered to your location you will be responsible for its safekeeping before and after installation.
26. Customer must provide a space for all equipment that maintains a temperature of 75 degrees and proper airflow to ensure equipment's longevity, if the location has a sloping floor customer is responsible for making the floor level under consoles and equipment racks. In the event a projection screen is recessed behind a finished ceiling the customer will be responsible for refinishing the ceiling.
27. Authorization: You authorize KHT Electronics to perform the services and installation of the equipment specified in the proposal
28. Installation information: You acknowledge that KHT Electronics will perform the services and install the materials listed in the Proposal. The installation is limited to the description of work in the Proposal. It does not include any changes to your building's electrical system, painting, repairs of existing or new holes in the walls, ceilings, or floors, or any other construction work, unless specified in the proposal. We are not responsible for any delays in installation due to circumstances beyond our control, including availability of materials, delivery of damaged or incorrect materials from third parties, changes or alterations in the work requested by you, delays by other contractors, or any other causes beyond our control.
29. Change orders: If you request any changes to the agreed-upon work, you will receive a separate invoice for the additional labor and materials. Change orders will be performed after all original work is completed, unless the change order would impact the original work. If our technicians do not have the appropriate parts on hand for the change order work, we will obtain the parts and return another day to complete the change order.
30. Time-and-materials bids: Some projects will be based on a time-and-materials basis. In these cases, we will give an estimate, and you are responsible for all charges required to complete the job, whether more or less than the original estimate. Examples of jobs that may be bid on a time and materials basis are troubleshooting and system repair.
31. Troubleshooting existing equipment: If stated in the proposal, we will integrate your existing or client-supplied components, wiring, or other materials. However, we cannot guarantee the integrity of that equipment. Any

troubleshooting of existing or client supplied equipment or wiring will incur an additional charge for labor and any needed replacement materials.

32. In-wall issues: Our experience in the industry helps us to know when there are obstructions behind the walls. Unfortunately, we cannot always know or determine exactly where a builder or subsequent contractor may have routed electrical, plumbing, fireblocks, HVAC or other obstructions. Because of this, on rare occasions we may cut into a wall, only to find an obstruction that we cannot work around. In this case, we will have to move the component. We will keep any such cuts to an absolute minimum, and you are responsible for patching any such cuts, unless specified in the proposal.
33. Other trades: Unless specified in the proposal, you are responsible for ensuring adequate electrical capacity and outlets where they are needed. We strongly recommend surge-suppression on all equipment. KHT does not preform or sub any electrical, carpentry, painting, masonry, or carpet laying work.
34. The customer Shall advise KHT in writing prior to signing a contract agreement regarding the existance of asbestos in any area that KHT may be required to work in. Any incurred expense related to stopping work will be the responsibility of the customer.
35. Costs and expenses: If KHT Electronics incurs any costs or expenses to enforce any of our rights under this agreement or to collect any amounts due, you agree to pay KHT Electronics for all such costs and expenses, including reasonable attorney's fees.
36. Shipments: If a product cannot be shipped within the desired time, KHT Electronics shall notify the customer as to why the product has not shipped and shall provide an estimated shipping date, if applicable. The requesting entity may cancel the order if estimated shipping time is not acceptable or KHT will present comparable models for substitutions. Fee related to substitutions will be handled via change order. Before canceling, we would recommend ensuring another vendor can fulfill the order in time, before canceling the order.
37. Job photos and descriptions: You agree to allow KHT Electronics to take and use job photos and descriptions in our advertising.
38. Sharing Documents: You may not share KHT drawings, designs, emails, estimates, pricing, or invoicing with anyone outside the requestion party without express written consent from Shawn Koerth with KHT Electronics. If you would like to use our estimate for a bid specification there is a \$2500 minimum consultation fee.
39. This agreement constitutes the entire agreement between you and KHT Electronics and there are no agreements or representations which are not set forth herein. All prior negotiations, understandings and agreements, whether oral or written, are superseded by this agreement.
40. This Agreement may not be changed, without the written consent of you and KHT Electronics.
41. This Agreement takes precedent over all other contracts and shall be governed by and construed in accordance with the laws of the State of Texas. Any action, suit or other legal proceeding arising out of or related to this Agreement shall be brought in the Superior Court of Texas, McLennan County which shall have exclusive jurisdiction of any and all such suits.
42. NOTICE TO CONSUMER:
43. Cancellation policy: Clients may cancel any contract within 3 days of contract signing with a full refund. Contracts cancelled more than 3 days after contract signing, but prior to installation starting will forfeit 15% of the total contract amount. Contracts may not be cancelled after installation starts.
44. YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER:
45. SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO:
46. Shawn Koerth, COO
 - a. 813 Lake Air Dr
 - b. Waco TX 76710

c. shawn@khtwaco.com

d. 254-652-1578

e. Or

1. Tabetha Koerth, CEO

a. 813 Lake Air Dr

b. Waco TX 76710

c. tabetha@khtwaco.com

d. 254-652-2048

Payment Schedule

Amount

Due Date

Completion

\$80,855.04

Client: Mario Leal

Date:

Contractor: KHT Electronics

B12699901

Date: