

QUOTE - SERVICE & PARTS & SUPPLIES

E-mail Invoice

D C C. Inc.
2929 Storey Lane
Dallas, TX 75220
Office 972-224-1669
Fax 214-352-1049



Quote # 3694
Order Date 12/06/16
Requested Date 01/30/17
Promised Date 01/30/17
Delivery Date 01/30/17

CITY OF ALLEN DON RODENBAUGH NAT
110 N RIVERCREST COURT
COMBO 2126
ALLEN, TX 75002
214-509-4785

KIDS WATER FEATURE
AARON GARNER BUYBOARD CONTRACT #451-14

Fax: 214-509-4838

214-509-4770

QUOTE

COMMENTS:

PROJECT CONSISTS OF REMOVAL AND BREAK-
DOWN OF CURRENT WATER & MUSHROOM FEATURE
PROJECT AVAILABLE THROUGH TEXAS BUYBOARD
COOPERATIVE CONTRACT # 451-14.
DCC VENDOR # 1753.
PROJECT TOTAL: \$4,875.00

Qty	Unit \$	Total Item \$
1		0.00

REMODEL - POOL/SPA L.P.S.

LABOR, PARTS, SUPPLIES	1	\$4,875.00	4,875.00
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REMOVAL OF CURRENT WATER FEATURE AND
MUSHROOM.
PARTS & SUPPLIES TOTAL: \$4,875.00

QUOTE TOTAL

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Note: Changes to Scope of Work: DCC Inc. will notify the customer and submit a proposal if there is a required labor or material change not included in the scope of work highlighted in page one of the quote that will require DCC Inc to expend more monies than budgeted. The customer agrees to pay DCC Inc. for such expenses plus reasonable profit and overhead (10%) if the customer desires to continue under the changed scope of work. Material pricing is for normal, stock delivery. Expediting charges, if necessary, are to be added to the proposal amount.

The following price is good for **30** days. All of the above work to be completed in a substantial and workmanlike manner according to standard and code practices for the sum of : \$ 4,875.00 **plus applicable sales tax.**

DCC recommends that all pool and spa owners or operators contact (1) the pool and spa health inspector or similar code enforcement officer or their local regulatory authority (e.g. city or county government), or (2) a certified-registered professional inspector to verify pool and spa requirements and compliance.

Therefore DCC. Inc., is acting solely as an installer, and makes no representation that the services and materials specified herein will insure that customer's pool or spa complies with local (municipal and/or county) ordinances, state regulations or federal regulations.

Customers is solely responsible to insure that customer's pool or spa complies with such regulations and releases DCC, Inc. from any claim related to the compliance with such regulations.

The customer agrees to defend and indemnify DCC Inc. and its employees, agents, representatives, officers, directors, parents and subsidiaries from and against any and all claims, actions, causes of action, lawsuits, losses, damages, expenses, fees (including but not limited to attorney fees, expert fees and costs), judgments and awards (collectively the "Indemnified Claims") arising from or relating to DCC work and products under this Agreement or the Scope of Work under this Agreement or under any Proposal, to the proportionate extent such Indemnified Claims are caused, in whole or in part, by fault, negligence, or wrongdoing of the customer (including its agents, employees, and/or subcontractors) or any third party.

DCC Inc. will warrant labor for thirty (30) days. Also, installed equipment and parts are based on each manufactures warranty however labor will be charged for their warranty replacement requirements. Therefore DCC does not warrant labor, equipment or any items directly or indirectly that is not included in the scope of work.

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TERMS

The attached DCC Inc. standard terms and conditions on page four (4) of this proposal apply and are incorporated by reference. The parties agree that all disputes in anyway related to, arising out of, or connected with the sale of goods and /or services provided by DCC Inc. shall be litigated if at all, exclusively in Dallas County, Texas. Furthermore, the parties agree that Texas law shall govern all such disputes.

The customer agrees to pay: **0%** down, and **balance** at completion of our work. Service charges listed below become effective on all accounts 30 days after invoice date. Charges are computed at the lower of 1.5% per month or the maximum allowed by law.

Notice to Buyer: - do not sign the agreement before you read it, or if it contains blank spaces. You are entitled to a copy of the agreement you sign. Keep this agreement to protect your legal rights.

Submitted By: _____

Date: _____

Accepted By: _____

PO#: _____

Authorized Signature: _____

Date: _____

Printed Name: _____

DCC INC. STANDARD TERMS AND CONDITIONS

1. Engagement of Services:

Once work is authorized by the customer, DCC Inc. is committed to certain "ramp up" expenses, both direct and indirect (travel, parts, materials, supplies, etc.) which are generally priced into the entire scope of the project. If the project is canceled, delayed, terminated or significantly changed through no fault of DCC Inc. these expenses will be due and payable to DCC Inc. on a pro-rata basis. Any requests for reimbursement of these expenses will be itemized and defined.

2. Changes to Scope of Work:

DCC Inc. will notify the customer and submit a proposal if there is a required labor or material change not included in the scope of work highlighted on page one of the quote that will require DCC Inc. to expend more monies than budgeted. The customer agrees to pay DCC Inc. for such expenses plus reasonable profit and overhead (10%) if the customer desires to continue under the changed scope of work.

3. Permits and Taxes:

Permits are not included unless specifically noted otherwise. Permits, inspection fees, drawings, etc. will be provided by DCC Inc. at the cost of obtaining them. Taxes are not included in the proposal price unless specifically noted otherwise.

4. DCC Inc. Employees:

The customer agrees that they shall not hire or sub contract any DCC employee currently working on a project for the customer, or any employee of DCC Inc. who has worked on a service call or project for the customer within the last twelve (12) months.

5. Payment Terms:

Standard payment terms are net due in ten days from invoice date unless stated differently on the front of this proposal. A service charge may be charged on all past due amounts. Amounts will be considered past due 30 days after date of invoice. You may avoid a service charge or additional service charges upon payment at any time of the unpaid balance.

6. Warranty:

DCC Inc. will warranty labor for thirty (30) days. Also, installed equipment and parts are based on each manufacturer's warranty, however, labor will be charged for their warranty replacement requirements. However, DCC does not warranty labor, equipment or any items directly or indirectly that is not included in the original scope of work.

7. Indemnity:

The customer agrees to defend and indemnify DCC Inc. and its employees, agents, representatives, officers, directors, parents and subsidiaries from and against any and all claims, actions, causes of action, lawsuits, losses, damages, expenses, fees (including but not limited to attorney fees, expert fees and costs), judgments and awards (collectively the "Indemnified Claims") arising from or relating to DCC work under this Agreement or the Scope of Work under this Agreement or under any Proposal, to the proportionate extent such Indemnified Claims are caused, in whole or in part, by fault, negligence, or wrongdoing of the customer (including its agents, employees, and/or subcontractors) or any third party.

8. Limitation of DCC Liability:

With respect to any of its work performed under this Agreement or the Scope of Work or any Proposal, DCC's liability shall be limited to repairing and replacing any defective work, regardless of whether it arises from a breach of warranty, a breach of contract or DCC's negligence. This "repair and replace" remedy shall be the customer's exclusive remedy for any claims or damages arising from or relating to any defective work performed by DCC, regardless of the reason, and the customer shall not be entitled to pursue or recover any other claim, remedy or damages arising from or relating to DCC's work, including but not limited to consequential damages. Customer agrees that this limitation of liability provision is commercially responsible in light of the risks involved in DCC performing the work.

9. Force Majeure:

No party shall be liable for any failure to perform its obligations in connection with any action described in the Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, fire or other cause beyond such party's reasonable control (including any mechanical, electronic, or communication failure, but excluding failure caused by a party's financial condition or negligence).

10. Attorney Fees:

If DCC Inc. is required to hire attorneys to collect amounts owed under this agreement, the customer agrees to reimburse DCC Inc. for all attorney fees, expert fees and other legal expenses that may incur to collect such amount.

11. Incorporation by Reference:

Unless expressly agreed in writing otherwise, these standard terms and conditions are part of, and hereby incorporated by reference, all proposals submitted by DCC Inc. to the customer or credit agreement signed by the customer, and all terms and conditions of any such proposal or credit agreements.

12. Fully Integrated Contract:

The party's hereby agree that this Agreement is an integrated contract that fully sets forth each and every term and condition to which the parties have agreed regarding the subject matter of the Agreement. The parties agree that they fully set forth all of the terms and conditions of the Agreement within the four corners of the Agreement, and that no other prior or contemporaneous writings or oral promises or representations shall be admissible to prove the terms of this Agreement for any reason. This Agreement may be modified or amended only by a writing signed by both parties.

By signing the proposal the signatures of the agreement warrant that they have the authority to enter into this contract or agreement and have read the standard terms and conditions and agree to abide by them:

DATE: _____

ACCEPTED BY: _____