

## **Design, Installation and Programming of Audio and Video Equipment for ECWA Erie County Water Authority**

### Scope of Work

10/17/2018

*Brandon Volberg, Timothy Topor*

**Buffalo: Ellicott Building: 3rd Floor: Boardroom**

**Audio Systems**

1 **Atlas**  
60W Single Channel Power Amplifier with Global Power Supply



10 Liberty Cable  
Plenum shielded ul CMP

6 **Soundtube**  
4" COAXIAL IN-CEILING SHALLOW BACKCAN SPEAKER



150 Liberty Cable  
Ttp plenum premium16/2 cable

Audio Systems Total: \$810.73

**Conferencing Systems**

1 **ClearOne**  
CONVERGE Pro 2 128VT

40 Liberty Cable  
White Paired audio and control 22 AWG 4 pair individually shielded  
plenum cable  
(1000ft Cable Reel)



1 Liberty Cable  
CAT 5e patch cbl 7' blue

1 **ClearOne**  
GPIO Expander for CONVERGE Pro 2



1 Liberty Cable  
CAT 5e patch cbl 7' blue



2 **ClearOne**  
PTZ (Pan/Tilt/Zoom) Camera, with 12x optical Zoom, 1080P60 Full HD, USB,  
HDMI, and IP connections



2 Liberty Cable  
Molded hdmi high speed 1m

**1 Polycom**  
EagleEye Digital Breakout Adapter (DBA)-codec



1 Liberty Cable  
Molded hdmi high speed 1m

1 Polycom  
Camera Cable for EagleEye IV cameras or Digital Breakout Adapter

1 Polycom  
Serial Cable for the Group Series 3x0 and Group Series 500. DB9-F to 8-PIN DIN, 3 meters.

**1 Polycom**  
Group 310 HD codec, EagleEye Acoustic cam., univ. remote, NTSC/PAL. Cables:  
1 HDMI 1.8m, 1 CAT 5E LAN 3.6m, Power: AMER - Type B, NEMA 5-15.  
Maintenance Contract Required.



2 Liberty Cable  
Molded hdmi high speed 1m



1 Liberty Cable  
CAT 5e patch cbl 7' blue

1 Polycom  
Total Coverage, One Year, RealPresence Group 310 720p: Group 310  
HD codec, EagleEye Acoustic camera

**1 Shure**  
Cardioid Black Mini-Condenser for Overhead Miking, 30 Cable, In-Line Preamp  
with XLR Microphone Stand Adapter



50 Liberty Cable  
Plenum shielded ul CMP

**3 Shure**  
Cardioid - Condenser Boundary Microphone, Built-in Preamp, Attached 12'  
Unterminated Cable, Logic Functions, Programmable Switch and LED Indicator

120 Liberty Cable  
Black High Performance EZ-Strip Broadcast Audio 22 AWG 2 Pair  
Shielded Cable Reel

**4 Shure**

Cardioid-12" Desktop Gooseneck Condenser Microphone,

160 Liberty Cable

Black High Performance EZ-Strip Broadcast Audio 22 AWG 2 Pair Shielded Cable Reel

**2 Sound Control Technologies**

Unite 200 Kit with Mount and Rack Shelf

20 Liberty Cable

White Paired audio and control 22 AWG 4 pair individually shielded plenum cable (1000ft Cable Reel)



100 Liberty Cable

Blue Category 5e U/UTP EN series 24 AWG 4 pair unshielded cable (1000ft Cable Reel)



2 Liberty Cable

Molded hdmi high speed 1m

Conferencing Systems Total: \$15,478.56

**Control Systems**



**1 Crestron**

Control port expansion module

10 Crestron

Cresnet control cable, 18/2c and 22/1p (plenum)

10 Liberty Cable

White Paired audio and control 22 AWG 4 pair individually shielded plenum cable (1000ft Cable Reel)



**1 Crestron**

7" Touch Screen



30 Liberty Cable

Blue Category 5e U/UTP EN series 24 AWG 4 pair unshielded cable (1000ft Cable Reel)

- 1 **Crestron**  
Tabletop Kit for TSW-760, Black Smooth
- 1 **Veraview**  
Shipping

Control Systems Total: \$1,882.36

**Display Systems**

- 1 **Da-lite**  
Advantage Electrol, 16:10, Matte White,60"x96" or 113" Dia.
- 1 **Eiki**  
6,000 Lumens / WUXGA / 1-chip DLP® Conference Room Projector



- 1 Chief  
Ceiling Plate 8" x 24"

- 1 Chief  
PLENUM CEILING BOX



- 1 Chief  
ADJ. PIPE 6" TO 9"



- 1 Chief  
CMS KIT, CMS440, CMS003



- 1 Chief  
UNIVERSAL RPA

Display Systems Total: \$4,312.94

**Rack Systems**

- 1 **Liberty Cable**  
V14202-WQ542490 in WebBlox



- 1 Liberty Cable  
Molded hdmi high speed 1m

- 1 **Middle Atlantic**  
MFR Series Rack, MFR-1627GE

- 5 Middle Atlantic  
BLANK PANEL, 1 RU, STEEL, FLANGED
- 1 Middle Atlantic  
Rackrail, 10-32, 16 RU, MFR Series
- 1 Middle Atlantic  
Horizontal rackmount power distribution unit, 15 amp circuit, 9 outlet



- 2 Middle Atlantic  
1 Space rackshef, 11" deep



- 1 Middle Atlantic Products  
1 Space perforated vent panel

- 1 **Wiremold**  
OFR Series Overfloor Raceway Flat Elbow



- 2 **Wiremold**  
Overfloor Metallic Raceway - Base & Cover 1 8ft section

Rack Systems Total: \$1,764.09

### Video Systems

- 1 **Crestron**  
3-Series® 4K DigitalMedia™ Presentation System 350 with AirMedia®

- 1 Crestron  
150W PoDM Power Pack for DM 8G+® I/O Blades & DMPS3-4K-200/300-C



- 1 Liberty Cable  
CAT 5e patch cbl 7' blue



- 1 **Crestron**  
DigitalMedia 8G+™ Receiver & Room Controller 100



- 75 Crestron  
Ultra high-performance cat5e shielded twisted-pair cable designed to deliver ultimate performance for the wiring of digitalmedia 8g+ systems, and anywhere else cat5e is required.



6 Liberty Cable  
Plenum shielded ul CMP



1 Liberty Cable  
5' Liberty Commercial Grade High Retention High Speed HDMI  
Cables with Ethernet

2

**Crestron**

1-to-2 HDMI® Distribution Amplifier & Audio Converter



4 Liberty Cable  
Molded hdmi high speed 1m



1

**Extron**

SMP 351 Standard Version – 80 GB SSD



2 Liberty Cable  
Molded hdmi high speed 1m



1 Liberty Cable  
CAT 5e patch cbl 7' blue

Video Systems Total: \$11,926.45

**Buffalo: Ellicott Building: 3rd Floor: Boardroom Total: \$36,175.13**

**Buffalo: Ellicott Building: 3rd Floor: Overflow Room**

**Display Systems**

- 1 **Samsung**  
[NB] - [OwnerFurnishedEquipment] - OFE Display
- 1 Generic  
[NB] - [OwnerFurnishedEquipment] - OFE Mount

Display Systems Total: \$0.00

**Video Systems**



- 1 **Crestron**  
DigitalMedia 8G+™ Receiver & Room Controller 100



- 75 Crestron  
Ultra high-performance cat5e shielded twisted-pair cable designed to deliver ultimate performance for the wiring of digitalmedia 8g+ systems, and anywhere else cat5e is required.



- 6 Liberty Cable  
Plenum shielded ul CMP



- 1 Liberty Cable  
5' Liberty Commercial Grade High Retention High Speed HDMI Cables with Ethernet

Video Systems Total: \$671.70

**Buffalo: Ellicott Building: 3rd Floor: Overflow Room Total: \$671.70**



**Buffalo: Cheektowaga Building: Boardroom**

**Audio Systems**

1 **Atlas**  
60W Single Channel Power Amplifier with Global Power Supply



10 Liberty Cable  
Plenum shielded ul CMP

9 **Soundtube**  
4" Open-Ceiling Speaker



225 Liberty Cable  
Ttp plenum premium16/2 cable

Audio Systems Total: \$1,323.01

**Conferencing Systems**

1 **ClearOne**  
CONVERGE Pro 2 128VT

40 Liberty Cable  
White Paired audio and control 22 AWG 4 pair individually shielded  
plenum cable  
(1000ft Cable Reel)



1 Liberty Cable  
CAT 5e patch cbl 7' blue

1 **ClearOne**  
GPIO Expander for CONVERGE Pro 2



1 Liberty Cable  
CAT 5e patch cbl 7' blue



2 **ClearOne**  
PTZ (Pan/Tilt/Zoom) Camera, with 12x optical Zoom, 1080P60 Full HD, USB,  
HDMI, and IP connections



2 Liberty Cable  
Molded hdmi high speed 1m

**1 Polycom**  
EagleEye Digital Breakout Adapter (DBA)-codec



1 Liberty Cable  
Molded hdmi high speed 1m

1 Polycom  
Camera Cable for EagleEye IV cameras or Digital Breakout Adapter

1 Polycom  
Serial Cable for the Group Series 3x0 and Group Series 500. DB9-F to 8-PIN DIN, 3 meters.

**1 Polycom**  
Group 310 HD codec, EagleEye Acoustic cam., univ. remote, NTSC/PAL. Cables:  
1 HDMI 1.8m, 1 CAT 5E LAN 3.6m, Power: AMER - Type B, NEMA 5-15.  
Maintenance Contract Required.



2 Liberty Cable  
Molded hdmi high speed 1m



1 Liberty Cable  
CAT 5e patch cbl 7' blue

1 Polycom  
Total Coverage, One Year, RealPresence Group 310 720p: Group 310  
HD codec, EagleEye Acoustic camera

**4 Shure**  
Cardioid Black Mini-Condenser for Overhead Miking, 30 Cable, In-Line Preamp  
with XLR Microphone Stand Adapter





200 Liberty Cable  
Plenum shielded ul CMP

**4 Shure**  
Cardioid-12" Desktop Gooseneck Condenser Microphone,

160 Liberty Cable  
Black High Performance EZ-Strip Broadcast Audio 22 AWG 2 Pair  
Shielded Cable Reel

**2 Sound Control Technologies**  
Unite 200 Kit with Mount and Rack Shelf

- 20 Liberty Cable  
White Paired audio and control 22 AWG 4 pair individually shielded plenum cable (1000ft Cable Reel)
-  100 Liberty Cable  
Blue Category 5e U/UTP EN series 24 AWG 4 pair unshielded cable (1000ft Cable Reel)
-  2 Liberty Cable  
Molded hdmi high speed 1m

Conferencing Systems Total: \$15,384.09

**Control Systems**



- 1 **Crestron**  
Control port expansion module

- 10 Crestron  
Cresnet control cable, 18/2c and 22/1p (plenum)

- 10 Liberty Cable  
White Paired audio and control 22 AWG 4 pair individually shielded plenum cable (1000ft Cable Reel)



- 1 **Crestron**  
7" Touch Screen



- 30 Liberty Cable  
Blue Category 5e U/UTP EN series 24 AWG 4 pair unshielded cable (1000ft Cable Reel)

- 1 **Crestron**  
Tabletop Kit for TSW-760, Black Smooth

Control Systems Total: \$1,281.86

**Display Systems**

- 1 **Samsung**  
85"Commercial UHD LED LCD Display 500 NITS, 6MS,3840X2160



- 1 Peerless  
Universal Tilt Wall Mount for 61" to 102" Flat Panel Screen- Black

1 **Samsung**  
[OwnerFurnishedEquipment] - OFE Display

1 Generic  
[NB] - [OwnerFurnishedEquipment] - OFE Mount

Display Systems Total: \$5,792.04

**Rack Systems**

1 **Liberty Cable**  
V14202-WQ542490 in WebBlox



1 Liberty Cable  
Molded hdmi high speed 1m

1 **Middle Atlantic**  
MFR Series Rack, MFR-1627GE

5 Middle Atlantic  
BLANK PANEL, 1 RU, STEEL, FLANGED

1 Middle Atlantic  
Rackrail, 10-32, 16 RU, MFR Series

1 Middle Atlantic  
Horizontal rackmount power distribution unit, 15 amp circuit, 9 outlet

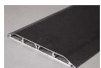


2 Middle Atlantic  
1 Space rackshef, 11" deep



1 Middle Atlantic Products  
1 Space perforated vent panel

1 **Wiremold**  
OFR Series Overfloor Raceway Flat Elbow



2 **Wiremold**  
Overfloor Metallic Raceway - Base & Cover 1 8ft section

Rack Systems Total: \$1,764.09

**Video Systems**

**1 Crestron**  
3-Series® 4K DigitalMedia™ Presentation System 350 with AirMedia®

1 Crestron  
150W PoDM Power Pack for DM 8G+® I/O Blades & DMPS3-4K-200/300-C



1 Liberty Cable  
CAT 5e patch cbl 7' blue



**1 Crestron**  
DigitalMedia 8G+™ Receiver & Room Controller 100



75 Crestron  
Ultra high-performance cat5e shielded twisted-pair cable designed to deliver ultimate performance for the wiring of digitalmedia 8g+ systems, and anywhere else cat5e is required.



6 Liberty Cable  
Plenum shielded ul CMP



1 Liberty Cable  
5' Liberty Commercial Grade High Retention High Speed HDMI Cables with Ethernet

**1 Crestron**  
1-to-2 HDMI® Distribution Amplifier & Audio Converter



1 Liberty Cable  
Molded hdmi high speed 1m



1 Liberty Cable  
16.5' Molded High Speed HDMI Cables

**2 Crestron**  
1-to-2 HDMI® Distribution Amplifier & Audio Converter



4 Liberty Cable  
Molded hdmi high speed 1m



**1 Extron**  
SMP 351 Standard Version – 80 GB SSD



2 Liberty Cable  
Molded hdmi high speed 1m



1 Liberty Cable  
CAT 5e patch cbl 7' blue



30 **Wiremold**  
Wiremold raceway (Base & Cover) by the foot

Video Systems Total: \$12,397.38

**Buffalo: Cheektowaga Building: Boardroom Total: \$37,942.47**

**Buffalo: Cheektowaga Building: Overflow Room**

**Display Systems**

1 **Samsung**  
[NB] - [OwnerFurnishedEquipment] - OFE Display

1 Generic  
[NB] - [OwnerFurnishedEquipment] - OFE Mount

Display Systems Total: \$0.00

**Video Systems**



1 **Crestron**  
DigitalMedia 8G+™ Receiver & Room Controller 100



75 Crestron  
Ultra high-performance cat5e shielded twisted-pair cable designed to deliver ultimate performance for the wiring of digitalmedia 8g+ systems, and anywhere else cat5e is required.



6 Liberty Cable  
Plenum shielded ul CMP



1 Liberty Cable  
5' Liberty Commercial Grade High Retention High Speed HDMI Cables with Ethernet

Video Systems Total: \$671.70

**Buffalo: Cheektowaga Building: Overflow Room Total: \$671.70**

**Project Subtotal:       \$75,461.00**

## Project Summary

<b>Equipment:</b>	<b>\$75,461.00</b>
<b>Connectors, Hardware:</b>	<b>\$1,378.99</b>
<b>Labor:</b>	<b>\$31,361.13</b>
<b>Grand Total:</b>	<b>\$108,201.12</b>

### CONTRACT TERMS

#### 1 COMPLETE AGREEMENT

- 1.1 This Agreement is between the Erie County Water Authority (the "Owner") and Veraview, LLC (the "Contractor").
- 1.2 This Agreement shall not be binding upon Contractor, unless signed by an authorized representative of the Owner and signed by an officer of Contractor.
- 1.3 Neither the Owner nor Contractor shall assign this agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such an event, the lender shall assume the Owner's rights and obligations under this Agreement. Contractor shall execute all consents reasonably required to facilitate that assignment.
- 1.4 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, offers, counteroffers, representations or agreements, either written or oral.
- 1.5 This Agreement may be amended only by written instrument signed by both the Owner and Contractor.
- 1.6 This Agreement shall be construed and enforced in accordance with the laws of the State of New York having application thereto, without reference to or application of its rules governing conflicts of law.

#### 2 CONTRACTOR'S RESPONSIBILITIES

- 2.1 The Contractor's services shall be performed in accordance with the degree of professional skill and care required by applicable law and as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.
- 2.2 The Contractor shall submit for the Owner's approval a schedule for the performance of the Contractor's services (per Section 15) which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Contractor or the Owner.
- 2.3 The Contractor shall designate a representative authorized to act on behalf of the Contractor with respect to the Project. Insofar as it is reasonable, the same person shall remain consistent from project inception until completion.
- 2.4 The Contractor's work shall be neat and workmanlike and shall assign enough workers with the required skills and qualifications to the job to meet its schedule commitments as outlined at the signing of this document.
- 2.5 The Contractor shall coordinate and cooperate with other trades to ensure satisfactory work progress.
- 2.6 The Contractor shall, at its own cost and expense, comply with all State and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements necessary for the prosecution of the Work.
- 2.7 The Contractor will install all equipment in accordance with the manufacturers' instructions unless otherwise approved in writing by the Owner. Where these instructions are exceeded by any applicable national and local regulations, ordinances, and codes, such regulations, ordinances, and codes shall apply.
- 2.8 Upon completion of the Work, the Contractor shall remove from the site all unused materials, containers, and equipment. The Contractor will endeavor to protect all floors, walls, and other adjacent surfaces from stains, marring or other damage. The Contractor will endeavor to minimize openings in drywall, floors, ceilings, and furnishings.
- 2.9 The Contractor is not responsible for the operation or the performance of equipment supplied by others outside this contract. The Contractor does not warrant that equipment supplied by others either can be connected to or can work satisfactorily with our system, except as specified in this document.
- 2.10 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.

#### 3 OWNER'S RESPONSIBILITIES

- 3.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Owner's objectives, schedule, constraints and criteria.
- 3.2 The Owner shall furnish to the Contractor, within 10 days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce lien rights.
- 3.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or the designated



representative shall render decisions in a timely manner pertaining to documents submitted by the Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

3.4 The Owner shall furnish the services, at the Owner's expense, of any and all consultants reasonably required for the proper execution of the project as and when requested by the Contractor. The Contractor shall be entitled to rely upon the accuracy and completeness of any information provided by these consultants

3.5 The Owner shall furnish all legal, accounting, and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests.

3.6 The Owner shall provide prompt written notice to Contractor if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions, or inconsistencies in Contractor Instruments of Service.

3.7 Prior to installation of the Equipment, the Owner shall prepare the Project site and render the Project site in a condition so as to allow the Equipment to be installed in a square and plumb manner. The Owner shall ensure that the Project site is:

- a) broom clean,
- b) free from obstructions, including separate contractors, workers, and furniture
- c) dust-free before and after installation of the Equipment,
- d) safe and secure, and
- e) compliant with all load requirements specified by Contractor.

Further, the Owner shall ensure that the project is secure and set up for both pre-wiring and installation of the Equipment in accordance with the requirements of Contractor. The Owner shall be solely responsible for the Project site conditions, including the security, safety, and fitness of the areas in which Contractor's services are to be performed. The Owner warrants to Contractor that the Project site is adequate and sufficient to install, use, and store the Equipment.

3.8 The Owner shall provide data, voice, CATV, and electrical outlets, cabling, and work surfaces for the operation of the Equipment as specified by Contractor in the Construction Documents. Further, the Owner shall be responsible for compliance with all applicable laws and codes regarding the installation and subsequent use of the electrical circuits.

3.9 The Owner shall be solely responsible for any unforeseen costs resulting from existing conditions or equipment at the Project site, including, but not limited to ductwork, patching, painting, refinishing, resurfacing, the conditions or locations of electrical outlets or other Owner-furnished connections, including cabling.

3.10 At the time of signing of this agreement, the Owner shall have identified and provided information to the Contractor of all other equipment and connections that will interface with the Equipment to be provided by the Contractor related to this project, with the understanding that any omissions to the information provided to date may result in additional charges from the Contractor in order to accommodate such changes or omissions.

3.11 The Owner shall provide access to the Project site during normal business hours to allow Contractor to perform its services in a timely and orderly manner. Further, the Owner shall provide suitable and secure locations at the Project site for storage of the Equipment prior to installation.

3.12 The Owner shall provide a representative to accept delivery of equipment from the Contractor as required at the Project site, and shall remain liable for any loss or damage to the Equipment located at the Project site.

#### 4 SCOPE OF SERVICES

4.1 Within the context of this document, "Approve" means review of and comment on existing conditions or design by others. "Design" means complete design service including drawings. "Specify" means establishment of criteria for design to be done by others.

4.2 The Contractor shall provide, develop, install, and integrate audiovisual systems for the Project. The Contractor will consult with the Owner and Owner's representatives or authorized agents in order to review and evaluate the related architectural plans and systems requirements for the project. The Contractor will make all recommendations or modifications as may be required in cooperation with the Owner, or others as directed by the Owner, and shall assist in finalizing a functional description of the system Scope to include schematic designs, design administration, preparation of a preliminary and final budget estimate of audiovisual system costs, attendance at progress meetings, and preparation of preliminary and final drawings and documentation for competitive bid if required.

4.3 The Contractor may solicit the services of a lighting and acoustical consultant to aid in the development of the design program, with this work to include specifying illumination objectives and designing lighting control. The Owner shall not have, or be deemed to have, any direct contractual relationship with any consultant hired by the Contractor, and shall not be liable to pay, or liable for the nonpayment of, the fees and costs incurred by the Contractor.

4.4 The Contractor shall inspect audiovisual systems installed in the Project and will assist the Owner in the commissioning of the audio visual systems. The Contractor will make recommendations as to training, support, and maintenance of the audiovisual systems.

4.5 The Scope of Work includes the recommendation of considerations relating to window treatments, acoustical conditions, lighting conditions, AV-related HVAC and electrical loads, AV-related LAN/WAN requirements, seating plan and room layout, and any other systems or design impacting or impacted by the Audio Visual Systems specified by the Contractor.

#### 5 DELIVERABLES

5.1 The Contractor shall provide to the Owner, in organized manner, copies of the following, as required by the Owner:

5.1.1 Ratification or modification of any previously supplied (if applicable) or provision of a detailed project timeline outlining proposed Owner and Contractor milestone completion dates for the Project in order to meet the currently proposed completion date.

5.1.2 Product Cut Sheets

5.1.3 Shop Drawings for custom built items, mechanical and electrical components, and electrical wiring diagrams

5.1.4 Control System GUI for approval

5.1.5 Change order approvals (see Section 21)

5.1.6 Copies of all manufacturers' operating instructions, user guides, and other items for equipment provided by Contractor within the scope of work related to this project.

5.1.7 Schematics of all mechanical and electrical components and electrical wiring diagrams.

5.1.9 As-built cable schedule.

5.1.10 As-built block diagrams (in non-editable format; i.e., PDF file)

5.1.11 Source Codes of any and all Control System, Audio DSP, and any other applicable custom programmed or configured equipment (see Section 6 - Intellectual property).

## 6 INTELLECTUAL PROPERTY

6.1 The parties agree that Contractor shall be solely entitled to all patent rights and all copyrights to any products, tools, devices, manuals, plans, drawings, customized programs and software, and anything else subject to patent or copyright (the "Intellectual Property") invented, generated, developed, or otherwise produced by Contractor or its agents, representatives, employees, and subcontractors in connection with the performance of the Services, and shall at all times remain the property of the Contractor. The parties hereto intend and agree, however, that the Contractor shall grant a perpetual, non-exclusive, non-transferable license to any and all products, tools, devices, manuals, plans, drawings, customized programs, and software for the life of the project; provided, however, that:

6.1.1 Such license shall be non-transferable by the Owner without the prior written consent of Supplier, and shall be exercised by the Owner solely for the Owner's benefit in direct connection with the Project following the date of this Agreement;

6.1.2 Licensing rights as outlined shall require the express written permission of the Contractor in order to reproduce or distribute to any other third party any or all of the above mentioned software, drawings, plans, specifications, reports, and other documentation; and

6.1.3 The Contractor shall maintain rights to all such software source codes, drawings, plans, specifications, reports, and other documentation, for use in connection with the conduct of the Contractor's ordinary course of business, without any compensation or payment of any kind or nature being made to the Owner in connection with such use.

6.2 The Contractor shall provide the Owner with current copies of all software upon request; these shall be for Archival and administrative purposes only.

6.3 Notwithstanding the foregoing, as consideration for the limited licensing rights in connection with the above, the Owner hereby agrees to:

6.3.1 Use its best efforts to promote and credit Contractor's integral role in connection with the completion and operation of the Project, which efforts shall include, without limitation, the advertisement and promotion, whenever and wherever reasonably possible, of Supplier as the designer, provider, and supplier of the technology used in connection with the Project;

6.3.2 Permit Contractor to cite the Project, together with Contractor's role relative to the design technology developed and used in connection therewith, for purposes of Contractor's advertising, marketing, and public relations efforts.

## 7 DISPUTE RESOLUTION

### 7.1 MEDIATION

7.1.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings claims by either party. If such a matter relates to or is the subject of a lien arising out of Contractor services, Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

7.1.2 The Owner and Contractor shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of an established national, regional, or local mediation service. Request for mediation shall be filed in writing with the other party to this Agreement and with such mediation service.

7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

### 7.2 ARBITRATION

7.2.1 Any dispute or disagreement arising between the parties in connection with this Agreement which is not settled to the mutual satisfaction of the parties by the mediation process above within sixty (60) days (or such longer or shorter period as may be mutually agreed upon) from the date that either party initiates a formal mediation request shall be settled by arbitration.

7.2.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such a claim dispute or other matter in question would be barred by the applicable statute of limitations.

7.2.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Contractor, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent arbitration to any claim, dispute, or other matter in question not described in the written consent or with a person or entity not there named or described. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction over it.

7.2.4 The parties agree that the arbitrator(s) shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator(s) have the authority to make any award that provides for punitive or exemplary damages.

7.2.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon in accordance with applicable law in any court having jurisdiction.

7.2.6 The cost of the arbitration, including the fees and expenses of the arbitrator(s), will be shared equally by the parties unless the award otherwise provides. Each party shall bear the cost of preparing and presenting its case.

## 8 PERMITS

8.1 The Owner shall bear at its own cost all consents, licenses, permits, approvals, authorizations, and inspections from local government authorities, agencies, or officials required for the prosecution and completion of the Work and the delivery of the System as obtained by either the Owner or the Contractor in relation to this project, except under circumstances where the Owner is exempt from such state or local consent, license, permit, approval, authorization or inspections.

8.2 Where such consents, licenses, permits, approvals, authorizations, and inspections are obtained by the Contractor, such costs shall be considered in addition to the approved contract cost, and shall be subject to a 15% administration fee above and beyond the cost paid by the Contractor.

## 9 REPRESENTATIONS

9.1 The Contractor is not, and does not represent to be, a licensed architect, electrician, electrical engineer, mechanical engineer, or structural engineer and shall not perform, nor be responsible for the performance of, the work of such persons. All information, drawings, schematics, specifications, or other documents containing references to, or depictions of, architectural, electrical, or mechanical attributes which are supplied to the Owner by the Contractor

hereunder will be provided for the sole purpose of indicating the Contractor's suggestions related to the Work, and the Contractor shall have no liability whatsoever, including liability for the Owner's reliance thereon, except as such information, drawings, documents, specifications, or other documents may relate to the performance of the System.

9.2 The Owner's signing and delivery of this Agreement and its performance of its obligations hereunder:

9.2.1 Have been duly authorized by all necessary corporate action;

9.2.2 Do not conflict with any terms or conditions of its Certificate of Incorporation or By-laws;

9.2.3 Do not violate any law, regulation, order, judgment or decree by which it may be bound; and

9.2.4 Will not violate or result in a breach, acceleration, or default under any agreement or understanding to which it is a party or by which it may be bound which will materially affect its ability to perform its obligations hereunder.

9.3 When signed and delivered by the Owner, this Agreement will constitute the legal, valid and binding obligation of the Owner, and will be enforceable against it in accordance with its terms and conditions, subject only to the rights of creditors under applicable laws relating to bankruptcy or the relief of debtors.

## 10 TERM & TERMINATION

10.1 The term of this Agreement will be from the Effective Date until completion of the Work and payment of the Purchase Price, except as otherwise provided for herein.

10.2 Except as otherwise provided for herein, either party may terminate this Agreement upon notice in writing to the other in the event that such other party shall breach or be in default of any of the covenants, obligations, warranties, representations, terms, or conditions of this Agreement in a material manner (a "Default") and such other party fails to remedy such Default within thirty (30) days after notice thereof from the party not in default; provided that where a remedy will reasonably require greater than thirty (30) days to complete, the non-defaulting party may terminate this Agreement if the defaulting party does not start to remedy the Default within the thirty (30) day period, or, once started, fails to diligently proceed with and complete the remedy. Such notice shall provide in reasonable detail the basis upon which the Default is claimed.

10.3 In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under applicable bankruptcy legislation or any other applicable statute relating to insolvency or the protection of rights of creditors, then the other party may terminate this Agreement.

10.4 In the event the Contractor terminates this Agreement pursuant to either paragraph 10.2 or 10.3 of this Section, then all licenses granted by Contractor to the Owner shall immediately terminate and the Owner shall immediately discontinue use of any Software furnished hereunder and return to the Contractor all copies of such Software and any Confidential Information furnished hereunder.

## 11 ADDITIONAL COSTS

11.1 The following costs shall be borne by the Owner in addition to the approved contract cost, and shall be billed in full plus an administration fee of 15% at the completion of the project:

11.1.1 Parking

11.1.2 Equipment Storage (under the conditions defined within Section 16.7)

11.1.3 Specifically requested Insurance other than as defined within Section 17

11.1.4 Performance and Labor bonds

11.1.5 Permits, licenses, approvals, and Inspections as defined within Section 8

## 12 PREVAILING TERMS

12.1 If any purchase order, acceptance, or other document is used by Purchaser in connection with the purchase of the System, then notwithstanding any provisions therein contained to the contrary, the terms of all such documents shall be governed by the provisions of this Agreement and any terms thereof which are inconsistent with, different from, or in addition to, the provisions of this Agreement shall be null and void and of no force or effect.

## 13 CHARGES AND INVOICING

13.1 The Owner shall pay to Contractor the charges for the equipment, all labor, materials, and services upon completion of project milestones as detailed by Contractor's proposal and final revision dated along with any modifications and changes to same as outlined in any subsequent change orders.

13.2 All charges are exclusive of federal, State/Provincial and local sales, use, excise, utility, and gross receipts taxes and other similar tax-like charges, including tax-related surcharges, which the Owner agrees to pay. In the event the Owner provides the Contractor with a duly authorized tax exemption certificate, the Contractor agrees to exempt the Owner in accordance with law, effective on the date exemption certificate is received by the Contractor.

13.3 The Contractor shall invoice the Owner for charges due under this Agreement as set forth herein. All invoices are due and payable within 30 days of the invoice date with the exception of the invoice for the project initiation fees which is due and payable upon signing the Agreement. No work will be scheduled without a deposit plus a signed copy of this agreement. All drawings and specifications are contingent on agreement and retainer. The Owner is responsible for meeting payment terms as listed in the Proposal. The Contractor reserves the right to withhold delivery of products, installation, maintenance and warranty services pending this payment. All invoiced amounts that remain unpaid for more than 30 days shall be subject to a finance charge of 1.5% per month, computed from the date of invoice.

13.4 The Owner shall not make any deductions of any kind from any payment becoming due to the Contractor unless Owner shall have received an official credit memorandum from Contractor authorizing such deduction.

13.5 If the Owner fails to make any payment to Contractor as provided for herein, the Contractor may, upon 5 business days prior written notice to the Owner, suspend performance of the Work until such payment is received in full and the period of suspension shall be added to the time which Contractor has estimated to complete performance of same.

## 14 OWNERSHIP

14.1 All hardware shall remain the property of Contractor until final payment of all is received.

14.2 Upon delivery of any equipment to site, a representative of the Owner shall be required to sign for acceptance of such equipment.

14.3 From the point that any hardware is delivered to site, responsibility for the safekeeping and security of such equipment shall be borne by the Owner, who shall remain responsible for the cost of any repair or replacement of such equipment damaged or lost as a result of any actions taken by any individual

other than in the direct employ of Contractor.

15 PROJECT SCHEDULE

15.1 Time is of the essence in the performance of this Contract. Both the Owner and the Contractor shall proceed with the work in a prompt and diligent manner in accordance with the current project schedule.

15.2 The Contractor shall coordinate its Work with the work of others on the site in a manner which will avoid conflict or interference with the work of Contractor and others and which will avoid delay in the completion of any part or all of the Project.

15.3 The Owner recognizes that construction delays could affect the schedule for any given system, and shall advise Contractor immediately of any adjustments to the project schedule that may have an impact on any system related to Contractor's Scope of Work. Upon presentation of a written request and cost adjustment, the Owner will review, in an expeditious manner, such charges as presented by Contractor to increase the likelihood of meeting the schedule.

15.4 Contractor will require various sign-offs and approvals throughout the design, engineering, and installation process. The Contractor, where applicable, shall provide the Owner with a required date of acceptance in order to maintain the agreed project schedule. At that time, the Owner agrees to not unreasonably withhold its agreement for such documents. A minimum of 3 business days, where possible, shall be allotted by Contractor to allow for communication and response from the Owner without penalty to the schedule or project.

15.5 Contractor shall not be liable for any default or delay caused by any third party impeding production or delivery of the products ordered. All promises of delivery are made in good faith and Contractor will make best efforts to fulfill them. However, if Contractor is unable to meet a scheduled delivery date, then Contractor shall not be liable for additional transportation charges incurred on the Owner's request to use a faster means of transportation.

16 DELAYS

16.1 Delays by other trades, Owner's schedules, approval of Contractor's drawings and submittals, change orders, or non-availability of specific equipment shall be cause for reasonable extensions of completion date.

16.2 The Owner's criteria will always be the Contractor's goal; however, no liability can be assumed for such delays.

16.3 Any delays due to performance of other trades and/or contractors or labor disputes/strikes related to trades outside Contractor's obligations under this agreement will result in additional fees.

16.3.1 Additional fees will be calculated at the Contractor's then current daily labor rates unless the Contractor receives notification of the delay two business days prior to when such work is scheduled to be performed.

16.3.2 Once notified of a delay, the Contractor will require two business days to recommence work. In the event the Owner does not give notice as defined above, the Owner will be subject to additional fees including administrative fees during the 24 hour interim period following notification of a delay.

16.4 Identified shipping and delivery dates of Equipment are provided in good faith and represent Contractor's best estimate. If the manufacture, delivery, or installation of the Equipment is delayed, in whole or in part, through no fault of Contractor, including, but not limited to, Acts of God, terrorism, war, strikes, fire, and governmental acts, Contractor's performance time shall be extended and Contractor's compensation shall be adjusted due to such a delay.

16.5 Contractor shall not be liable for any default or delay caused by any third party impeding production or delivery of the products ordered.

16.6 Freight charges contained in this proposal, if any, are estimated to allow standard ground- based shipping methods. If expedited shipping is requested by the Owner, or is required in order to meet a scheduled delivery date, Contractor shall be additionally compensated for additional transportation charges incurred on the Owner's behalf.

16.7 If the Owner requests a delay in the shipment or installation of Equipment that has already been ordered or manufactured, Contractor upon receiving that Equipment may place the identified Equipment in storage at the Owner's expense.

16.7.1 The Owner shall pay the storage charges upon acceptance.

16.8 If the Owner requests a delay in the shipment or installation of Equipment before the Equipment has been ordered or manufactured, the Owner shall pay any increases in the Equipment's price occurring prior to the date of subsequent release of order by Contractor.

16.9 Notwithstanding any provision to the contrary in this Agreement, if the Owner requests a delay, or if for any reason the project is suspended for thirty (30) consecutive days, the Owner shall compensate Contractor within 30 days of the date of notification of request of delay by Owner or within 10 days of the thirtieth (30th) day of suspension:

16.9.1 The full price of services performed prior to the request or suspension, and

16.9.2 The full price of all Equipment ordered and applicable storage charges.

16.10 When the Project is resumed, Contractor shall be compensated for expenses incurred in the interruption and resumption of Contractor's services. Contractor's fees for the remaining services and the time schedules shall be equitably adjusted.

16.11 If the project is suspended or Contractor's services are suspended for more than 90 consecutive days, Contractor may terminate this Agreement by giving not less than 30 days' written notice.

17 INSURANCE

17.1 The Contractor shall, at its own expense, carry all workers compensation insurance to protect Contractor's employees and comprehensive general liability insurance necessary for the protection of the Contractor and the Owner.

17.1.1 This will cover injury to persons or property arising from acts of the Contractor during the progress of the work.

17.1.2 Any sub-contractors will be required to provide similar insurance coverages.

17.2 The Owner shall obtain and pay for insurance against injury to its own employees, if any, and persons on the site at the Owner's direction.

17.3 The Contractor shall not be responsible for any on site damage solely caused by the Owner or his agents, or by Acts of God beyond the control of the Contractor.

17.4 The Contractor shall submit a Certificate of Insurance naming the Owner as additional insured upon written request by the Owner.

17.5 The Contractor carries limits of \$2,000,000 General Liability, \$1,000,000 Automobile, and \$5,000,000 Excess Liability.

18 LIMITATION OF LIABILITY

18.1 IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES; LOSS OF REVENUE OR PROFIT; OR LOSS, DAMAGE OR DESTRUCTION OF DATA OR PROPERTY INCLUDING SOFTWARE PROBLEMS EXPERIENCED BY OWNER IN SOFTWARE PACKAGES OR DATABASES IN PLACE PRIOR TO THE INSTALLATION OF ANY SOFTWARE HEREUNDER AND INCLUDING ANY ELECTRICAL DAMAGE OR ELECTRICAL PROBLEMS THAT MAY OCCUR AS A RESULT OF ANY OF THE USE OF THE EQUIPMENT OR



INSTALLATION OR MAINTENANCE SERVICES PROVIDED UNDER THE TERMS OF THIS AGREEMENT; REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF AWARE OF THE POSSIBILITY THEREOF. CONTRACTOR'S LIABILITY FOR DAMAGES FOR BREACH OF THE AGREEMENT OR ARISING IN ANY OTHER RESPECT OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE MONIES PAID TO CONTRACTOR BY OWNER FOR THE ITEM(S) OF EQUIPMENT OR SERVICE GIVING RISE TO THE CAUSE OF ACTION; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO PERSONAL INJURY, INCLUDING DEATH OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR. IT IS THE OWNER'S RESPONSIBILITY TO ENSURE THAT ALL OF ITS DATA FILES ARE ADEQUATELY DUPLICATED AND DOCUMENTED. CONTRACTOR WILL NOT BE RESPONSIBLE FOR THE OWNER'S FAILURE TO DO SO, OR FOR THE COST OF RECONSTRUCTION DATA STORED ON DISK FILES, TAPES, MEMORIES, ETC., WHICH IS LOST DURING THE COURSE OF PERFORMANCE OF CONTRACTOR HEREUNDER.

18.2 FORCE MAJEURE

18.2.1 Contractor shall not be deemed in breach of contract, negligent, at fault, or liable for any delay or failure of performance resulting from Acts of God, war, accidents, riots, terrorism, civil insurrection, labor disputes, strikes or any other cause not the fault of and beyond the reasonable control of Contractor; provided, that Contractor will give the Owner prompt notice of the delay in sufficient detail to permit the Owner the opportunity to minimize the effect of such delay, if practicable.

19 WARRANTY

19.1 All equipment furnished by Contractor shall be accompanied by each manufacturer's standard warranty. Contractor shall be solely responsible for seeing that warranty repairs are made for 90 (ninety) days after Substantial Completion.

19.2 In addition to the standard manufacturer's warranty, Contractor warrants that all Equipment and installation shall be fit for its intended purpose as outlined in the Statement of Work and free from defects in materials and workmanship for 90 (ninety) days after Substantial Completion.

19.3 Notwithstanding the foregoing, Contractor's warranty obligations shall not apply to the extent that the Equipment has been subjected to abuse, unauthorized modifications or alterations, improper maintenance, unauthorized or improper repair and misuse, including, but not limited to, operating the Equipment outside of its environmental, performance, electrical, temperature, or humidity specification.

19.4 For any services covered under the Contractor's 90 (ninety) day warranty, Contractor shall be the sole source utilized for repairs. The Owner agrees to provide access for any scheduled or requested services of the System or Equipment. If the Equipment is not available during the scheduled time, Contractor may charge the Owner its normal trip charge and, if asked to wait on-site, Contractor's current published hourly rates for standing by until the Equipment is made available or until instructed to return at another time.

19.5 DURATION OF WARRANTY

19.5.1 Except as otherwise provided by virtue of any manufacturer's warranty set forth at Paragraph 19.1 above, all warranties made herein by Contractor shall commence as of the execution of this Agreement, and shall remain in effect for a period of 90 (ninety) days following the achievement of Substantial completion, as outlined within Section 20 or this document, or first beneficial use, whichever occurs first.

19.5.2 In the event that the Owner desires to engage Contractor to perform and/or provide additional services and/or Project maintenance following the expiration of said ninety (90) day warranty period, Contractor shall submit to the Owner a quotation for an extended service and/or maintenance arrangement.

19.6 WARRANTY CLAIMS

19.6.1 Upon receipt of written notice from the Owner of any warranty claim pursuant to this Section, the Owner may, as its sole remedy against Contractor under this Agreement, require Contractor to correct any Services not conforming to the warranties set forth herein, or promptly repair and/or replace any deficient goods, materials, or equipment sold or provided by Contractor in connection herewith.

19.6.2 The cost and expense of all such remedial work, so as to bring the Services in compliance with the warranties set forth herein, shall be borne solely by the Contractor.

19.6.3 Contractor's sole obligation in connection with this Section shall be limited to the correction and/or repair of any Services, or the repair and/or replacement of any goods, materials, or equipment sold or provided to the Owner in connection therewith, which do not conform to the warranties set forth herein.

19.6.4 Contractor shall assume no liability or expense for any corrections, repairs, or replacements except those performed by Contractor or its authorized agents, and Contractor shall not be liable for any expense or damages beyond the actual cost of correction, repair, or replacement as set forth in this Section. With respect to all repair and/or replacement obligations imposed upon Contractor pursuant to this Section, it shall be within the Contractor's sole discretion as to whether to repair or replace any deficient goods, materials, or equipment; which option shall in all events be accepted by the Owner so long as the deficient goods, materials, or equipment, as applicable, are made to conform to the warranties set forth by Contractor pursuant to this Section.

19.7 THE WARRANTIES SET FORTH IN THIS ARTICLE IV ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES SET FORTH IN THIS ARTICLE IV ARE EXCLUSIVE AND ARE ACKNOWLEDGED BY THE OWNER TO BE IN LIEU OF ALL SUCH OTHER REMEDIES AS MAY OTHERWISE BE AVAILABLE TO THE OWNER AT LAW OR IN EQUITY.

20 SUBSTANTIAL COMPLETION & ACCEPTANCE

20.1 Upon completion of installation and testing, notification will be transmitted by the Contractor to the Owner of such completion in the form of an Acceptance Certificate

20.2 A demonstration to the Owner of system functionality, in keeping with the Scope of Work as outlined herein, shall be scheduled within 7 days of such notification at a time mutually acceptable to both parties.

20.2.1 During the demonstration, the Owner shall prepare a punch list of deficiencies; if any deficiencies are noted during the demonstration, these shall be noted on the Acceptance Certificate

20.2.2 Contractor and the Owner shall agree upon and identify any deficiencies that would prevent the Owner from having beneficial use of the System(s) and Equipment.

20.2.3 The Contractor shall promptly correct any deficiencies deemed as preventing beneficial use, at which point the Owner shall sign the Certificate of Substantial Completion. This shall be deemed as Substantial Completion.

20.3 In no event shall the Owner use or operate the System(s) or Equipment until Contractor achieves Substantial Completion.

20.4 Should the Owner use or operate the system prior to the Contractor achieving substantial completion, the Owner will automatically deem the project

substantially complete, coincidentally triggering and accepting any payment conditions that may be associated with this milestone, with any outstanding deficiency resolution by the contract now deemed a part of final acceptance and signoff.

20.5 Promptly following Contractor's provision to the Owner of a Certificate of Substantial Completion, the Contractor shall remedy any remaining deficiencies noted at the time of Substantial Completion, and the Owner shall execute a mutually acceptable Final Acceptance and Project Completion Agreement indicating that all facets of the Services have been completed by Contractor in accordance with the terms and conditions of this Agreement.

## 21 CHANGES IN THE SCOPE OF WORK

21.1 Costs resulting from material changes in the Scope of Work of this project by the Owner, additional requirements or restrictions placed on Contractor by the Owner, or changes in the configuration of the Equipment described herein, will be added to, or subtracted from, the contract value depending upon the changes required.

21.2 When Contractor becomes aware of the nature and impact of the change, a Contract Change Order will be submitted for review and approval by the Owner, prior to continuing work. Contract Change Order cost calculations will be commensurate with the materials and labor rates provided within the base contract.

21.3 Such changes shall be billed at 100% of the approved value upon completion of the change, and shall not be subject to the progressive payment schedule as outlined within Section 13 of this document.

## 22 RETURN POLICY & RESTOCKING CHARGES

22.1 Under no circumstances shall the Equipment be returned by the Owner without Contractor's Return Merchandise Authorization (RMA) number.

22.2 The following conditions apply to systems included in this Agreement:

22.2.1 No custom equipment returns will be allowed.

22.2.2 Return of equipment damaged by the Owner, or any of their representatives will not be accepted.

22.2.3 Equipment returned for any reason, other than warranty repair or defect, must

22.2.3.1 be in original "as-new", undamaged and untarnished condition

22.2.3.2 include, at the time of return, all supplied accessories in original "as-new", undamaged and untarnished condition, and

22.2.3.3 include, at the time of return, all original packaging, manuals and documentation for any returns to be accepted.

22.2.3.4 It shall be the Owner's responsibility to provide storage for such packaging should they wish to retain such subsequent to equipment delivery.

22.3 Returns of software products sold and delivered will not be accepted.

22.4 Restocking charges for equipment subject to return shall be invoiced to the Owner as follows:

22.4.1 Costs of any restocking fees to be charged by the Equipment vendor to Contractor to re-stock the items in question.

22.4.2 All related miscellaneous costs related to the return of such goods, including, but not limited to, transportation, brokerage, etc.

22.4.3 Labor charges associated with removal, project administration, project management, system re-engineering, system re-programming, system re-drafting, handling of goods, etc.

## 23 ASSIGNMENT

23.1 Neither party may assign or transfer to any person or entity its rights or obligations under this agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

23.2 Any prohibited assignment of this Agreement or the obligations hereunder shall be null, void, and of no effect.

23.3 Upon permitted assignment hereunder, the terms and conditions of this Agreement shall become the direct and primary obligations of the assignee or successor in interest.

23.4 Subject to the foregoing, all of the terms, conditions, and provisions of this Agreement shall be binding upon and shall inure to the benefit of each party's permitted successors and assignees.

## 24 NOTICES

A notice, document, or other communication required hereunder shall be deemed to have been properly given or delivered if same is delivered by hand, sent via fax or email and confirmed by certified mail, or sent by certified or registered mail to the following address(es) listed on the proposal document:

## 25 PUBLICITY

25.1 The Owner agrees that the Contractor may publicize and advertise its relationship with and work for the Owner to promote the Contractor's business.

25.2 The Owner agrees the Contractor upon request and at an agreed and scheduled time may photograph its work related to this project at the Owner's location(s). The Owner shall release all rights of reproduction of such photos to the Contractor; however, upon request the Owner shall be afforded any rights to reproduction or use of such photos for the Owner's purposes without cost.

## 26 NON-SOLICITATION

26.1 The Owner agrees that it will not, without the prior written consent of the Contractor, during the term of this agreement or for a period of one (1) year after any direct contact with the employee;

26.1.1 induce, entice, hire, or attempt to hire or employ any employee of the Contractor.

26.1.2 contact and/or solicit any other Person that has an exclusive business relationship with the Contractor in the Contractor's Business and which provides products and services to the Contractor.

## 27 ACCESS TO SITE - HOURS OF ACCESS

27.1 So as to ensure proper and timely performance of its duties, Contractor shall have access to the project site during all normal business hours, and otherwise upon the reasonable consent of the Owner.

27.2 Contractor shall not be liable for any delay or failure relative to the provision of its duties caused by the failure of Owner or site status to provide such access.

27.3 The Owner agrees that Contractor shall not be liable for any additional costs related to site access outside of these hours as a result of any delay

per Sections 16 or 18 of this agreement.

27.3.1 Any requirement for the need to work overtime shall be presented by the Contractor to the Owner in writing for approval prior to being undertaken; the Owner agrees to approve such charges or grant an extension to the completion schedule within one (1) business day.

27.3.2 If the site is not available during the scheduled time, the Contractor may charge the Owner the greater of its minimum callout/trip charge or, if asked to wait on-site, the Contractor's hourly rates to stand by until the site is made available, plus travel time and mileage allowances if instructed to return at another time.

<b>Payment Schedule</b>	<b>Amount</b>
Project Initiation	\$43,280.45
Equipment Delivery	\$54,100.56
Final	\$10,820.11

Client hereby accepts the Scope of Work and Agreement, and the parties agree to be legally bound by their terms. Both parties acknowledge that the Work will commence upon execution of this Agreement and payment of any deposit(s).

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**Client**

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**Date**

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**Contractor**

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**Date**