

STATE OF TEXAS §

§

COUNTY OF FORT BEND §

**AGREEMENT FOR SWITCHER/RACK UPGRADE SERVICES
RFP 13-016**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Audio Visual Technologies Group, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide switcher/rack upgrade services for the Fort Bend County Officer of Emergency Management (hereinafter "Services") pursuant to RFP 13-016; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Scope of Services

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Article II. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Article III. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is seventy-five thousand eight hundred and fourteen dollars and 81/100 (\$75,814.81). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Article IV. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of seventy-five thousand eight hundred and fourteen dollars and 81/100 (\$75,814.81), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed seventy-five thousand eight hundred and fourteen dollars and 81/100 (\$75,814.81).

Article V. Time of Performance

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than May 1, 2013. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Article VI. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Article VII. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Article VIII. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Article IX. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Article X. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies

including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article XI. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Article XII. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms

of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Article XIII. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Article XIV. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Office of Emergency Management
307 Fort Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street, Suite 719
Richmond, Texas 77469

Contractor: Audio Visual Technologies Group, Inc.
12503 Exchange Drive, Suite 540
Stafford, Texas 77477

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Article XV. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish

County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article XVI. Performance Warranty

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Article XVII. Performance and Payment Bonds

Contractor shall provide to County a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) days of execution of this Agreement. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. County reserves the right to accept or reject any surety company proposed by Contractor. In the event County rejects the proposed surety company, Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to County.

Article XVIII. Assignment and Delegation

18.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

18.2 Neither party may delegate any performance under this Agreement.

18.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Article XIX. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Article XX. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Article XXI. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Article XXII. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article XXIII. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Article XXIV. Captions

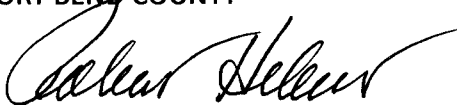
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Article XXV. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2013.

FORT BEND COUNTY



Robert E. Hebert, County Judge

1-15-2013

ATTEST:



Dianne Wilson, County Clerk

AUDIO VISUAL TECHNOLOGIES GROUP, INC.



Authorized Agent- Signature

Ashley Brown

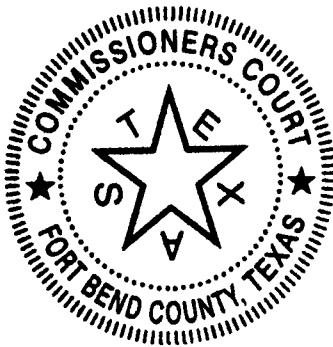
Authorized Agent- Printed Name

President

Title

1/3/13

Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 75,814.81 to accomplish and pay the obligation of Fort Bend County under this contract.

A handwritten signature in black ink, appearing to read "Robert E. Sturdivant", written over a horizontal line.

Robert Edward Sturdivant, County Auditor

EXHIBIT A



Audio Visual Technologies Grp
12503 Exchange Dr., STE 540
Stafford, TX 77477
281-240-2100 Fx 281-240-2250

**** Proposal ****

11/28/2012

Project Number: 93754

For :

FORT BEND COUNTY TEXAS - OEM
SWITCHER/RACK UPGRADE

The information in this document is the intellectual property of AVTG and was created to identify the design and associated costs for this project only. Use of this information in any format without the written permission of AVTG is prohibited.

**** Proposal ** to:**

FORT BEND COUNTY AUDITOR
COUNTY AUDITOR
PURCHASING DEPARTMENT
301 JACKSON / TRAVIS ANNEX / S
RICHMOND, TX 77469
Tel: ...

Project Site:

FORT BEND COUNTY TEXAS - OEM
DOUGLAS BARNES
307 FORT STREET
RICHMOND, TX 77469

Tel: (281) 238-3417

Switcher Rack Upgrade for Office of Emergency Management RFP 13-016

SWITCHER/RACK UPGRADE

OEM:

1	CLIENT_OFE	FORT BEND EXTRON CP3232HVA SWITCHER - DEINSTALL
1	CLIENT_OFE	FORT BEND MID ATLANTIC ERK4425LRD RACK - REORG
1	CLIENT_OFE	FORT BEND MID ATLANTIC ERK4425LRD RACK - REWIRE
1	CLIENT_OFE	FORT BEND CRESTRON CONTROL W/ TOUCHPANELS - MODIFY

SWITCHER SWITCH OUT

1	EXT -42-081-45	CROSSPOINT 450 PLUS 4848HVA	49,548.02	49,548.02
1	Middle Atlantic Prod-ERK-4425LRD	44SP 25D RACK W/OUT RD	536.04	536.04
1	Middle Atlantic Prod-ERK-RR44	44SP ERK REAR RAIL OPTION	62.10	62.10
1	Juice Goose-JG8.0L	19" PDU 8 OUT W/ LIGHTS	76.83	76.83
1	Middle Atlantic Prod-PD-1020C-NS	10 OUTLET SINGLE 20AMP	160.86	160.86
1	AVTG-SHOP	SHOP SUPPLIES	120.05	120.05

INTERCONNECT/INFRASTRUCTURE/INSTALL CABLE:

1	AVTG-MISC	MISC. CABLES, CONNECTORS, HARDWARE	180.07	180.07	
100	CSCORP-51-243-68	SUPERIOR ESSEX CAT 5E PLENUM, YELLOW, 1K REEL IN A BOX	312.12	31.21	M
50	Liberty Wire & Cable-LLINX-U-P	LLINX 22/1PSHO CMP GRAY	624.25	31.21	M
.00	CSC-861158	2/C - 18/G SHIELDED PLENUM PULL BOX 1K	162.06	32.41	M
200	CSCORP-862713	2/C - 22/G SHIELDED PLENUM CABLE, 1K PULL BOX	114.05	22.81	M
64	COVID_CUSTOM	COVID CUSTOM INTERCONNECT CABLES	45.62	2,919.68	

1 AVTG-PERFORMANCE PERFORMANCE AND PAYMENT BOND
BOND

SWITCHER/RACK UPGRADE SUBTOTAL:

53,721.29

**AVTG INSTALLATION SERVICES:
INCLUDES A 1-YEAR AVTG SERVICE POLICY**

AVTG INSTALLATION SERVICES SUBTOTAL:

21,088.36

Thank you for asking AVTG for this proposal

This ** Proposal ** is Valid for 30 Days.

Signature:  Date: 01/02/13

Printed Name: CHRIS THOMASEN

Chris Thomasen. thomasen@avtg.com

By signing this proposal, the signators of this agreement warrant that they have the authority to enter into this contract and that they have read and agree to the attached Terms & Conditions statement.

Shipping & Handling:	\$	1,005.16
Project Total:	\$	<u>75,814.81</u>

AVTG AV System Integration Terms & Conditions

System Implementation

AVTG will provide a turnkey system to include equipment, implementation and warranty, as defined on the attached Scope of Work and Project Quote.

Installation includes engineering, coordination and labor for display, video and related equipment to include required plates, connectors and cables.

System Engineering includes:

- Preparation of system functional interconnection diagram.
- Facility and equipment location.

Project Coordination includes:

Meetings with the client's technical representatives and project coordination team.

- System implementation monitoring.
- Project scheduling and oversight of AVTG team.
- Equipment staging at our shop.
- Assure final punch-list items are completed.

Field Labor includes:

- Pulling and bundling, termination and labeling of supplied cabling.
- Mounting and termination of computer interfaces.
- Installation of structural systems for supplied equipment.
- Control System Programming.
- Adjustment and balancing audio settings.
- Assure installed system functions as proposed.
- Site cleanup and trash removal.
- End-user training.

Inclusions

All equipment, wire and accessories required for a fully functional audio and visual system.

Labor associated with turnkey engineering, installation, programming, testing, and training.

Documentation CD, including as-built system CAD diagrams and Operation & Maintenance manuals.

Coordination and cooperation with the construction team in regards to installing the system.

User training on system operation.

Any additional trips, labor or materials due to failure of other work to have the a/v system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required. DMX, DSS or other outside signals (provided by others) are not included in this scope of work unless previously agreed to on quotation.

Owner's architect will provide AVTG's engineering department with all required/ necessary architectural plans in AutoCad format at no-charge to AVTG.

AVTG reserves the right to modify our quotation pricing if proposal is not accepted within the stated time period.

AVTG may replace equipment vs. the Estimate/Quote should there be incompatibility, discontinuations etc. AVTG is not responsible for product discontinuations.

This quotation is based on installation at the specified site(s) set forth in the customer's requirements. If this configuration is to be used at other sites, travel and additional expenses may apply.

Payment Terms:

Subject to credit approval, the Owner shall pay AVTG within normal AVTG terms, typically 30 days of invoice date. Should payment not be received within this timeframe, AVTG reserves the right to charge a Late Fee of 1.5% per month on unpaid balance(s).

Systems Integration work where procurement, installation and completion of the work extend beyond a period of greater than ten days from the date of the order will be subject to progressive billing or invoicing in such case(s), AVTG will progressively bill for hardware, equipment, and materials received, stored and/or assigned to the project, along with a percentage of completed labor and services. Progressive billing/invoices are due and payable per AVTG normal credit terms of Net 30, unless otherwise stated in this quotation.

Due to the custom nature of A/V system integration, Owner requested changes once the equipment is in hand or in transit, will result in restocking fees. Provided that the manufacturer will accept return, restocking fees will be 30 - 50% of the equipment sales price plus freight in and out for standard equipment, and 100% of the sales price plus freight for all custom or special order items. Any packaged software that has been opened IS NOT nable/refundable. Should owner cancel a project in whole or part, prior to completion, the Owner agrees to pay AVTG for all costs incurred to date and/or to bring the project to a mutually acceptable close. In addition, the manufacturer must be willing to accept the returned item(s) with a restock fee. These costs are, but are not limited to: design and engineering services, control/dsp programming, project management, technical labor expended, sub-contracting expenses, materials and equipment costs, and any other miscellaneous documented costs.

Exclusions

The following are not included in our scope of work:

All conduit, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work, including but not limited to 110VAC, conduit, core drilling, raceway and boxes except those specifically quoted.

Voice/Data cabling, IE analog phone lines, ISDN lines, network ports, etc.

Network connectivity, routing, switching and port configuration necessary to support a/v equipment except as specifically quoted.

AVTG is not responsible for damaged or missing "existing data" on computers.

Concrete saw cutting and/or core drilling.

Fire-wall, ceiling, roof and floor penetration, patching removal or fire-stopping.

Necessary sheet rock replacement and/or repair.

Any and all millwork (moldings, trim, etc.): All millwork or modifications to project millwork to accommodate the AV equipment is to be provided by others unless otherwise noted in this proposal.

Painting, patching or finishing of architectural surfaces.

Permits.

HVAC and plumbing relocation.

Rough-in, bracing, framing, or finish trim carpentry for installation.

Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.

Any applicable taxes, permits or bonds related to the project, unless otherwise stated in quotation.

All normal shipping costs not part of original quote will be added as a pass through cost to progress billing.

Site specific training unless otherwise specified.

Unless otherwise specified, the warranty provisions in this contract do not cover Owner Furnished Equipment (OFE). In addition, owner furnished equipment shall not be controlled unless otherwise stated in the inclusions above.

Owner furnished equipment or equipment provided by others that is integrated into the system being supplied by AVTG is assumed to be current industry acceptable equipment in good working order. If it is determined that this equipment is faulty or non-compatible upon installation or adversely affects the system, additional project charges may be incurred.

With FCC wideband channel changes effective in early 2009, AVTG cannot guarantee effective "wireless" communication devices unless specifically included in quotation.

Standard Warranty

AVTG warrants the A/V System furnished to be free from defects in workmanship (i.e., cables, connections, structures) failure for a period of 90 days, unless a one-year extended warranty has been quoted and accepted. This date will be from the date of acceptance or first beneficial use, whichever occurs first. Warranty service for such defects will be handled in a reasonable and timely manner from the time of notification to AVTG by the Owner or their agent.

Manufacturer's equipment warranties are of varying lengths (usually 90 days to 1 year). AVTG will warranty this equipment for the term established by the manufacturer on a DEPOT BASIS ONLY, unless an AVTG 1 year extended warranty is accepted in our quotation.

Warranty does not apply to any product that has been subject to misuse, neglect, accident, power pikes/surge/brown-out, overheating or operational error.

AVTG cannot be held liable for product continuations.

Statement of Non-Disclosure

The document (s) and System Design involved with this Quote is /are AVTG Intellectual Property, not intended for outside distribution without written approval from AVTG's System Engineering Department.

Dissemination of this proprietary document is subject to Consultation/Design Fees of \$2,500.00 minimum per document.

Client cannot recruit AVTG's staff for a "side job" and will pay damages up to 30% of technician's annual pay if done.