

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, AND ACP CREATIVIT, LLC FOR AUDIO UPGRADES TO THE CITY COUNCIL CHAMBERS IN THE AMOUNT OF \$29,854.00

WHEREAS, the Corporate Authorities of the City of Crest Hill, Will County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to the City's government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12), the City Council possesses the authority to enter into contracts that serve the legitimate corporate purposes of the City; and

WHEREAS, ACP CREATIVIT, LLC (the "Company"), is a Delaware Limited Liability Company that is in the business of providing audio and video technology solutions (the "Services"); and

WHEREAS, the City of Crest Hill needs certain audio upgrades to the City Council Chambers which will improve the quality of its meetings and enhance the use of the City Council Chambers; and

WHEREAS, the City Council desires to engage the Company to provide the Services and the Company is ready, willing, and able to perform the Services for the City; and

WHEREAS, the City sought written proposals for the Services; and

WHEREAS, City Staff received two proposals, including a proposal from the Company in the amount of \$29,854.00 (the "Agreement"); and

WHEREAS, the Agreement with the Company is the lowest proposal received and the City Council desires to engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

WHEREAS, the City Council has reviewed the Agreement and determined that the conditions, terms, and provisions of the Agreement are fair, reasonable, and acceptable to the City; and

WHEREAS, the City Council has determined that it is in the best interests of the City and its citizens to enter into the Agreement with the Company.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crest Hill, Illinois, pursuant to its statutory authority, as follows:

SECTION 1: PREAMBLE. The City Council hereby finds that all the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of the Agreement (Exhibit A) are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

SECTION 3: SEVERABILITY. If any section, paragraph, clause or provision of this Resolution is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this Resolution.

SECTION 4: REPEALER. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and approval, as provided by law.

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PASSED THIS 2ND DAY OF FEBRUARY, 2026.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	_____	_____	_____	_____
Alderman Angelo Deserio	_____	_____	_____	_____
Alderdwoman Claudia Gazal	_____	_____	_____	_____
Alderman Darrell Jefferson	_____	_____	_____	_____
Alderperson Tina Oberlin	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

Christine Vershay-Hall, City Clerk

APPROVED THIS 2ND DAY OF FEBRUARY, 2026.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A



Driven by technology,
powered by creativity



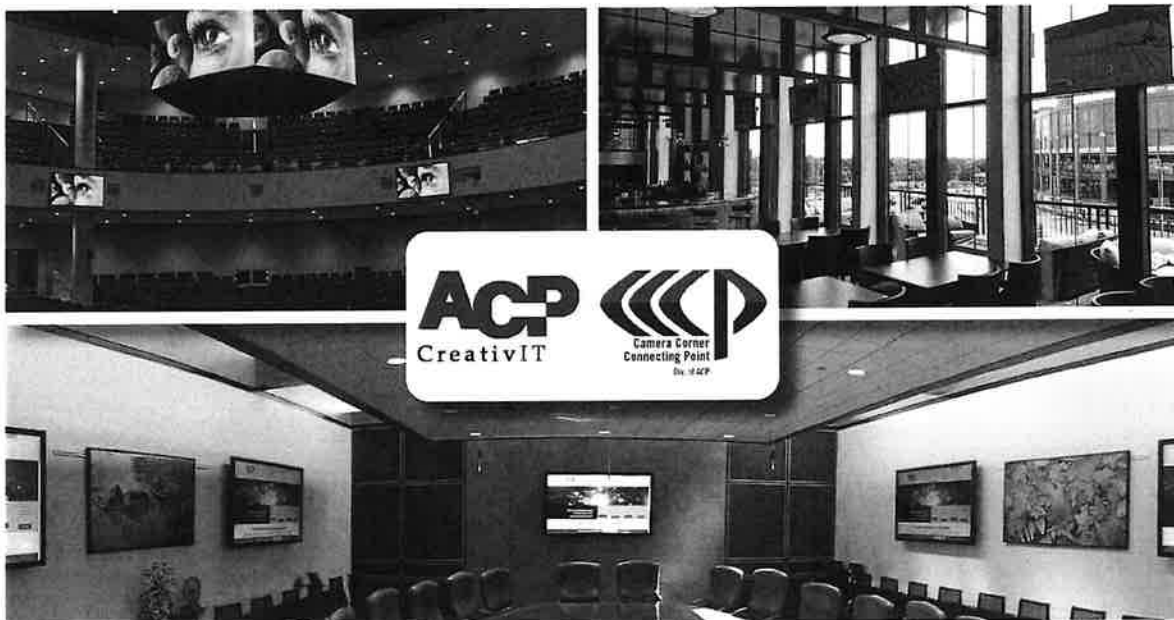
Council Chambers - Audio Upgrade

City of Crest Hill

Blaine Wing

City Administrator

bwing@cityofcresthill.com



Our Mission:

To provide world-class technology solutions with an unwavering commitment to our Customers, Vendor Partners and Employees while providing an environment that encourages profitable growth, learning and fun!

Site Address:

City of Crest Hill
20600 City Center Blvd

Crest Hill IL 60403

Billing Address:

City of Crest Hill
20600 City Center Blvd

Crest Hill IL 60403

ACP CreativIT LLC (d/b/a Camera Corner Connecting Point or CCCP)

529 N. Monroe 851 Commerce Ct
Green Bay, WI 54301 Buffalo Grove, IL 60089
Website: www.cccp.com www.acpcreativit.com

Project #: OPP159913
Modified Date: 01/23/2026
Revision: 2
Acct. Manager David Lupa

Project OPP159913 Description:**Integration of Services Statement of Work**

ACP CreativIT will provide professional, courteous, and top-notch Integrated Audio-Visual Services, labor, and materials for the Council Chambers - Audio Upgrade per this estimate and scope. Please note: Pricing is subject to change in response to external factors including tariffs. Changes to pricing will be clearly communicated prior to order placement.

- I. This project focuses on upgrading the Cities Council Chambers audio system to deliver improved functionality, flexibility, and audio quality for meetings and broadcasts. The current system routes all microphones through the TV sound board, causing adjustments for broadcast audio to negative impact in-room and recorded performance. The proposed solution addresses these deficiencies by implementing a more robust and isolated audio signal management architecture and reprogrammed audio DSP.

A. Objectives

1. Replace eight (8) wireless boundary microphones with eight (8) gooseneck microphones for staff.
 - a. Pull new wires from DIAS to AV room
2. Reuse four (4) existing wireless microphones
 - a. 1-Gooseneck for lectern
 - b. 2-Boundary for counsel tables
 - c. 1-Handheld for general use.
3. Add microphone splitters to isolate signals between in-house audio, recording and TV systems.
4. Expand DSP capabilities with additional AEC inputs, Dante bridging, and USB for webcasting/streaming.
 - a. Reprogram DSP to create five independent audio mixes:
 - i In-room amplification (retaining current volume control)
 - ii Assistive Listening System (ALS)
 - iii Clerk recording system
 - iv Webcast/streaming
 - v TV broadcast

B. Benefits

1. Independent audio mixes ensure adjustments for one system do not affect others.
2. Proper auto-leveling and gating for microphones improve clarity and intelligibility.
3. Enhanced flexibility for hybrid meetings, streaming, and broadcast requirements.

II. PROJECT TIMELINE (*Project Dependent*):**A. KICKOFF (*Estimated 1-2 Weeks*)**

1. Triggered upon successful award of the project (receipt of PO) and clearance of credit hold.
2. ACP Project Manager will schedule and host a kickoff meeting via Microsoft Teams with key project stakeholders.
3. Objectives:
 - a. Establish open communication channels
 - b. Set expectations and timelines
 - c. Identify key personnel and roles
 - d. Conduct risk assessments
 - e. Define chain of command and coordination items
 - f. Determine project timeline and estimated installation dates

B. PROGRESS MEETINGS (*Project dependent, if needed*)

1. Recurring virtual meetings (via Teams) will be held as needed leading up to on-site installation.
 2. These meetings support communication, issue resolution, and progress tracking.
 3. Weekly meetings may be scheduled during the installation phase.
 4. On-site meetings are available upon request (additional fee may apply).
- C. SITE WALK THROUGHS (*Project dependent, if needed*)
1. ACP CreativIT will assess site conditions throughout the project lifecycle.
 2. Includes pre-installation visits, infrastructure coordination, and AV integration planning.
 3. On-site presence will be provided as needed to ensure optimal project performance.
- D. SHOP CONFIGURATION, PROGRAMMING AND TESTING (*Estimated 4-6 weeks*)
1. Includes equipment setup, rack build, programming, and thorough system testing.
 2. Ensure system functionality and readiness.
 3. Site readiness will be confirmed.
 4. Final installation dates will be scheduled and confirmed.
- E. ON SITE INSTALLATION PHASE (*Estimated 1 week*)
1. Delivery & Pre-Staging
 - a. Equipment, tools, and materials will be delivered and securely stored on-site near workspaces.
 2. System Installation
 - a. Installers will be on-site daily at agreed-upon start times until installation is complete.
 3. System Commissioning
 - a. Technicians will collaborate with AV and IT teams to ensure proper connectivity and configuration.
 - b. Troubleshooting will be performed as needed.
 - c. Once fully commissioned and tested, user training will be scheduled.
4. KNOWLEDGE TRANSFER/TRAINING (*Immediately Following System Commissioning*)
- a. Commencing immediately following system commissioning.
 - b. Conducted in a "Train-the-Trainer" format.
 - c. Customer Sign-off
5. SYSTEM ACCEPTANCE & CLOSE-OUT
- a. Final sign-off upon successful completion.
 - b. Close-out documentation provided after final invoice payment, including:
 - i As-built drawings
 - ii DSP files
 - iii Uncompiled control system code

III. CUSTOMER/OWNER RESPONSIBILITIES

- A. The following work to be completed by Owner before AV installation.
- B. All required backing and any other wall reinforcement required to safely accommodate wall mounted devices withstand the weight of the device with a safety factor of at least 5:1
- C. All AC power at the equipment locations, including hardwired power connections
- D. Any required conduit for low voltage cable paths to AV equipment
- E. All ceiling work required to accommodate the projectors, projection screens, or other equipment
- F. Any required millwork modifications to tables or other millwork
- G. Proper heat dissipation venting for the equipment in this system utilizing powered venting utilizing thermostatically controlled quiet fans in enclosed spaces where convection cooling is not possible.
- H. Any network connections to the client network
- I. Configuration of any network connection to the client network
- J. Configuration of any required accounts
- K. Any licensing not specifically provided in this scope of work or associated bill of materials
- L. Where VoIP is utilized, provide all required configuration information to ACP CreativIT prior to installation
- M. Cable/Satellite/Over-the-Air connections, and all associated hardware
- N. Equipment furnished or provided by other (PBO) than ACP CreativIT is presumed to be complete and in working condition
 1. Any additional time for configuration, repair, or wait for replacement, of equipment PBO, an additional site

visit may be required. Additional visits will be billed at the standard contracted labor rate, and scheduling will be done on a best effort basis.

2. If ACP CreativIT is unable to properly commission and test the system at the time of installation due to issues with equipment PBO, an additional site visit may be required. Any additional visits will be billed at the standard contracted labor rate, and scheduling will be done on a best effort basis.

O. Network

1. Networked Audio-Visual hardware can consist of many different devices and systems with varying network requirements, impacts, and security considerations. ACP CreativIT will work with the stakeholders to discover the network requirements and hardware capabilities.
2. ACP CreativIT will design the system to meet network requirements and provide construction drawings and a list of devices to be integrated into the Customer's network. At the time of installation, ACP CreativIT will connect devices based on the design and requirements to begin verification.
3. Owner to provide and provision all network connections, routing and addressing.
4. When installing equipment (control systems, VoIP interfaces, etc.) operating on the Customer network, coordination between client IT and the ACP CreativIT project team is critical. ACP CreativIT will provide a list of A/V network appliances along with their MAC addresses. The client will provide ACP CreativIT with a static IP address range for those devices. Careful attention should be paid to the network architecture that will be supporting the video data. An improperly configured network, or one that does not always have adequate bandwidth to support a stable conference, will have a negative impact on the conference experience.
5. Configuration of Microsoft Teams or Zoom Room devices with its own resource account.
6. Preparing your corporate network for Teams/Zoom Rooms
7. Creating resources accounts for your Teams/Zoom rooms and understanding licenses requirements
8. Enabling the Pro Management/Web Portal
9. Configuring Intune for your Teams Devices.

P. Asset management

Q. Software & Licensing

1. The Customer is responsible for providing system credentials as needed for a properly provisioned and licensed account no less than two (2) weeks prior to system deployment.
2. Should the customer decide NOT to provide credentials to ACP CreativIT, and to provision the installed hardware themselves. In this case ACP CreativIT will be unable to fully test the system before receiving sign-off for the installation. All system components will be tested individually to ensure proper stand-alone function, and project sign-off will be requested before technicians leave site. Any additional visits will be billed at the standard contracted labor rate, and scheduling will be done on a best effort basis.
3. If ACP CreativIT is unable to properly commission and test the system at the time of installation due to issues with the supplied credentials, an additional site visit may be required. Any additional visits will be billed at the standard contracted labor rate, and scheduling will be done on a best effort basis.

IV. ACP CreativIT RESPONSIBILITIES

- A. Provide and install all low voltage cabling to support the Audio Video equipment specified in this proposal, excluding any network connections to the client network
- B. Labor to install Audio Video equipment specified with work being performed on consecutive days during normal business hours
- C. Any computer interface provided shall provide EDID information to the connected PC and all digital video connections shall support HDCP as applicable

V. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- A. All conduits and raceways
- B. High voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- C. Concrete saw cutting and/or core drilling.
- D. Fire walls, ceilings, roofs, and floor penetrations.
- E. Necessary drywall replacement and/or repair.
- F. Necessary ceiling, tile or T-bar modifications, replacements and/or repair.
- G. All millwork (moldings, trim, cut outs, etc.).
- H. Patching and Painting.
- I. Permits (unless specifically provided for and identified within the contract).

VI. CONSTRUCTION CONSIDERATIONS:

- A. The room should have a measured ambient noise level of no more than NC 35. For new spaces, the design parameters for the mechanical engineering within the room should have a target NC of 35 or less. Ambient noise includes noise from the air handling systems, mechanical systems and noises outside the building. Noise levels above this specification adversely affect the meeting environment and may degrade the overall audio quality and intelligibility. This is especially important when ceiling microphones are utilized. If a problem is identified with ambient noise levels, ACP CreativIT can work with your mechanical engineer to identify possible solutions to lower the NC rating and improve meeting experience.
- B. Reverberation time (T60) for typical conference rooms should be less than 0.6 seconds in the 125 - 4000 Hz octave bands to provide an optimum meeting experience and acceptable audio quality in a conference call. A significant number of hard surfaces in a room (glass, drywall or other surfaces) can adversely affect audio intelligibility and the meeting experience overall. Acoustic treatment is advised for rooms with higher T60 levels. If the room requires acoustic treatment, ACP CreativIT can provide direction and solutions to overcome this issue and enhance the meeting experience for the participants.
- C. Evenly distributed lighting is important for videoconferencing applications. Lighting on the faces of the participants should be at least 40-foot candles and should be evenly distributed throughout the camera's field of view. Where the camera's field of view includes windows, recommended window treatment should be employed to provide an acceptable background for the camera to view the participants.
- D. When microphones are used for local voice reinforcement, the amount of available gain before feedback is dependent on the microphone's location within the room. Placement of the microphone immediately below a ceiling speaker may adversely affect the overall required audio level and cause feedback. Care should be taken to reduce the volume level of the microphone or locate the microphone(s) correctly to minimize the possibility of feedback.
- E. To accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by ACP CreativIT. The costs associated with these modifications are not included in this proposal.

VII. AV PROFESSIONAL SERVICES SUMMARY

- A. **DEVELOPMENT, DESIGN & ENGINEERING:** Pro AV design, engineering services, field construction documentation, and drawings including signal flows, rack elevations, projection distance calculations.
- B. **PROJECT MANAGEMENT:** Coordination Services related to executing the scope of work & equipment. O&M Manuals, Specification Sheets and closing documentation for all phases.
- C. **IT COORDINATION**
 - 1. It is our objective to work closely with AV, IT Managers and Stakeholders, to review and understand applicable standards, and to communicate proactively the needs of the Information Technology Team.
 - 2. Owner to acquire and configure Microsoft Teams Rooms devices with its own resource account.
 - a. The resource account is the account the Teams Rooms device logs into and is what is used to invite and book the Teams Room.
- D. **PROGRAMMING:** Audio DSP and Control System Programming, GUI Design Submittal, submittal reviews, refinements and approvals, onsite loading/testing/debugging. Design and submittal services will provide intent, collaboration with the end user on use case, and refinements prior to on-site loading/testing/debugging.
 - 1. The user interface design will utilize 'Best Practices' along with the basic ACP CreativIT layout theme. The most appropriate theme shall be determined at the post award customer kick-off scope of the programming work meeting.
 - 2. An Initial meeting and design discussion regarding the owners desired workflow may be required. Access to any owner specific branding material, such as logos and usage guidelines, shall be provided by the owner to enable ACP CreativIT to apply those branding standards to the GUI. Creation of custom fonts or owner specific graphics is not included in this SoW or the responsibility of ACP CreativIT.
 - 3. ACP CreativIT will present no more than two (2) preliminary GUI design submittals to the owner for review and mark up before completing the final GUI design during system commissioning. This provides the owner with two opportunities for comments, mark ups, and revision requests before programming begins. The design shall determine the device controls needed on the user interface, required workflows, and the specific text and icons used on individual buttons.
 - 4. If, during the process, it is determined by the owner that more revisions will be required to achieve an

approved final document, ACP CreativIT will provide a Change Order with the estimate required to provide the revision for approval.

5. The GUI submittals and finalized User Guide Document will illustrate the use of the system with mode-by-mode pages and descriptions about each button's functionality.
- E. OFF-SITE PRE-FABRICATION SERVICES: AV Equipment firmware updates. All AV equipment racks will be pre-built in our shop and tested prior to arrival for on-site installation.
- F. ON-SITE LABOR: ACP CreativIT badged lead technician, unless otherwise noted, ACP CreativIT Non-Union installation labor. Unless otherwise noted, Work to be performed during normal working hours (7a-4p).
- G. ON-SITE SYSTEM COMMISSIONING, Onsite Quality Control/Quality Assurance to make sure systems are working as specified, installed to industry best practices and meets agreed scope of work and expectations.
- H. ON-SITE KNOWLEDGE TRANSFER (TRAINING): Train-the-Trainer style. Reoccurring, or additional training available, billed additional in ½ day rates plus travel.
- I. LOGISTICS: Offsite Secure Warehousing, Storage, and Logistical Services from ACP CreativIT to Job site.

VIII. LEAD TIMES, TARIFFS & DISCONTINUATION OF PRODUCTS:

- A. The AV Industry as a whole, amongst many others, is still experiencing longer than normal lead-times due to shortages in raw material, production material, semiconductor, and microchip shortages, as well as other geopolitical supply chain issues. Equipment and material lead times and prices are subject to change and/or product discontinuance, without notice. ACP CreativIT is not responsible for pricing impacts or delays related to equipment, or that is on allocation or may become discontinued throughout the duration of this phased project. Lead times are as good as the information we are provided by our vendor partners.
- B. ACP CreativIT has its fingers on the pulse of the industry and the challenges we are all facing with getting equipment and solutions for our customers, even in a comparable capacity. Anything proposed in this design along with any alternatives that are included or not proposed that are similar in functionality are anticipated to face considerable challenges with allocation throughout the duration of this project and into 2026. This assessment is gathered through news media, industry publications, and extensive discussions with leading industry manufacturers.
- C. Our Vendor Partners are working on other means to get subcomponents from their suppliers, which are unfortunately facing similar challenges. Some vendors have begun to change assembly and manufacturing sites, where some are changing products entirely which use different subcomponents. These changes may influence its published features and use cases. Any changes to manufacturing require additional time to do Quality Control to ensure they are still delivering a working product.
- D. Lead times if they may have been identified or included is effective as of the proposal submittal date. A considerable effort to secure a working system within specification under scheduled timelines may be made to help reduce project delays due to product lead times, however, matters outlined above are simply unavoidable and at times unpredictable. The ACP CreativIT project team will work alongside the Stakeholders to discover and suggest alternatives to reduce project delays due to allocation or discontinuation. Any costs associated with these changes not excluding the equipment or design engineering charges may be billed on a change order.
- E. ACP CreativIT does not pre-order equipment without a purchase order or NTP and highly advises, as it is by most vendors/manufacturers, to secure and procure a contract as soon as possible. The same advice we as integrators are given is being passed on to our clients and partners.
- F. All current and future pricing is subject to change in response to the new tariffs. This current situation is very fluid, but please be assured our price will only change if our cost increases due to the tariffs. Any change in price will be clearly communicated prior to the order being placed with our distributors. We appreciate your patience and understanding as this situation plays out.

Project Resources:

Account Manager:	D Lupa	Solutions Architect:	S Soifer
Control Programmer:	N/A (Existing AMX)	DSP Programmer:	ACP (Biamp)
Project Manager:	S Soifer	Trainer:	ACP
Corp. Network Engr:	Owner	AV Network Engr:	ACP
UC Platform:	N/A	Other:	

DIAS

Quantity	Description	Unit Price	Price
 8	Shure A412B Gooseneck Desktop Microphone Base	\$75.00	\$600.00
 8	Shure MX418/C 18" Gooseneck Condenser Microphone, w Cardioid Mic, Preamp & Snap-Fit Foam Windscreen	\$260.00	\$2,080.00

RACK

Quantity	Description	Unit Price	Price
 1	Biamp Tesira EX-USB PoE AVB/USB expander.	\$490.00	\$490.00
 1	Biamp TesiraCONNECT TC-5D 5-port expansion device with AVB to Dante Bridging	\$1,166.00	\$1,166.00
 1	Biamp TesiraFORTE DAN CI Fixed I/O DSP w 12 AEC Inputs, 8 Outputs, 32 x 32 Channels Dante	\$2,785.00	\$2,785.00
 3	Whirlwind SPC82 Rack mount passive microphone splitter. 1 direct and 1 isolated output, passes phantom power from direct in to direct out.	\$735.00	\$2,205.00

PRO AV SERVICES

Quantity	Description	Unit Price	Price
 1	CCCP Ship Ground Shipping and Handling Estimate	\$199.00	\$199.00

	950	CCCP CBL-22/1 Mic/Line audio cable. 22AWG shielded twisted pair with ground wire.	\$0.26	\$247.00
	1	CCCP InstallMaterials Project Install Cable, Wire, Connectors & Miscellaneous Install Hardware	\$825.00	\$825.00
	6	Comprehensive CAT6-3BLK Cat6 550 Mhz Snagless Patch Cable 3ft Black	\$4.00	\$24.00
	1	Comprehensive USB2-AB-3ST USB 2.0 A Male To B Male Cable 3ft.	\$4.00	\$4.00
	1	Extron 60-740-01 Passive Audio Summing Adapter with Captive Screw Plug Input and Balanced Output	\$57.00	\$57.00
	29	Windy City Wire MCC -XLR3MBR-10F 10' XLR Male to bare end	\$18.00	\$522.00

Equipment Subtotal:	\$11,204.00
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Labor Subtotal:	\$18,650.00
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Project Subtotal:	\$29,854.00
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PROJECT SUMMARY

Equipment:	\$11,204.00
Labor:	\$18,650.00
Grand Total:	\$29,854.00

Payment Schedule	Amount	Billing Date
Initial Deposit	\$14,927.00	
As Product Delivers	\$0.00	
Final Acceptance	\$14,927.00	

Assumptions

The list of assumptions below was used to develop this Statement of Work and Quote. If any of these assumptions are not correct or if additional, unanticipated information was uncovered during the project, it may affect the SOW and Quote relative to the installation timeline and/or price. If so, a change order (discussed below) will be written and signed off by the customer before this additional work is performed.

1. The room(s) match(es) the drawings provided
2. Site preparation by the Customer and their contractors includes electrical and data placement per ACP CreativIT specification.
3. Site preparation will be verified by ACP CreativIT project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
4. Customer communication of readiness will be considered accurate and executable by ACP CreativIT project manager.
5. In the event of any arrival to site that ACP CreativIT is not able to execute work and definable progress, the Customer will be charged a \$115/hr per installer Fee to offset the lost time due to the lack of readiness. The Fee will be presented as a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
6. Rescheduling and redeployment of ACP CreativIT technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
7. There is ready access to the building / facility and the room(s) for equipment and materials.
8. There is secure storage for equipment during a multiple-day integration.
9. If Customer furnished equipment and existing cabling is to be used, ACP CreativIT assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
10. All Network configurations including IP addresses are to be provided, operational and functional before ACP CreativIT integration begins. ACP CreativIT will not be responsible for testing the LAN connections.
11. Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
12. Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted)
13. The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders
14. In developing a comprehensive proposal for equipment and integration services ACP CreativIT's Account Managers and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

Customer Responsibilities

Customer, at its expense, shall:

- A. Provide employees or agents of ACP CreativIT LLC:
 - reasonable access to the premises and facilities
 - suitable and easily accessible floor space that's close to the project area
 - necessary power and grounding
 - an environment that prevents equipment from over-heating and/or exposure to moisture
 - floor plans
 - any other information as needed
- B. Communicate all project related issues with ACP CreativIT LLC in a timely basis such that the project timeline is not imperiled.
- C. Provide all required licensing and software needed to ensure the timely backup of data as well as protection from viruses and other

- risks at all levels of the network.
- D. Confirm all drop ship items have arrived.
- E. Do not write on original packaging or boxes. Save all boxes and packing material as they are required for returns/rebates and repairs.
- F. Cover the cost of lift rentals, if necessary to access and/or install all equipment included in this project.
- G. Upon request and prior to scheduling, provide photographic confirmation of the completed customer responsibilities.
- H. Upon project completion, review and verify the system implemented by ACP CreativIT LLC.

Work Schedule/Billing Rate

Rates - Regular billing hours are 7:30am – 5:30pm Monday through Friday. Any work performed outside that range is billed at the after-hours rate. Refer to the Billing Rate Schedule below.

ACP CreativIT LLC will work with the customers schedule when after-hours work is required. ACP CreativIT LLC will confirm the installation timeframe with the customer.

<u>Time</u>	<u>Rate per Hour</u>
7:30am – 5:30pm (M-F)	Published Rate
5:30pm – 7:30am (M-F)	1.5x Published Rate
Saturdays (7:30am-5:30pm)	1.5x Published Rate
Saturdays (5:30pm-12:00am Sunday)	2x Published Rate
Sundays (until 7:30am Monday)	2x Published Rate
Holidays	3x Published Rate

Travel – For any customer within 60 miles of its corporate offices ACP CreativIT LLC charges for service from the time we leave our corporate office until the time our work is complete (i.e., we charge travel to the customer's location, but not from). In addition, for all service calls greater than 60 miles from our offices, ACP CreativIT LLC reserves the right to charge an additional fee for zone travel charges. In addition, gas prices may at times, require us to include a small surcharge on dispatched trips from our technical team. Your account rep can explain how these charges may apply to you.

Labor – Labor for this project is to be billed as follows:

- ☐ **Time and Materials billed off Sales Order**
- ☐ **Time and Materials billed off Block**
- ☐ **Project Based** (*flat fee no matter how long it takes – excluding costs associated with change orders*)

Billing Rate – The billing rate for this project is based on current published rates:

Installation:	\$115/hr
Programming:	\$175/hr
Project Management:	\$150/hr
Design/Engineering:	\$175/hr
Network Engineer:	\$190 to \$285/hr (certification dependent)

Equipment Billing: All equipment associated with this project will be invoiced upon delivery or shipment.

Labor Billing: Labor will be billed progressively on a monthly basis, reflecting the estimated percentage of work completed during each billing period, until the project is complete.

Down Payment Application: If a down payment has been made, invoice balances will be deducted from the down payment amount until it is fully applied. Subsequent invoices will be due according to the standard payment terms outlined in this agreement.

Special Notes on Billing:

All current and future pricing is subject to change in response to tariffs. Please be assured our price will only change if our cost increases

due to the tariffs. Any change in price will be clearly communicated prior to the order being placed with our distributors. We appreciate your patience and understanding as this situation plays out.

Terms

<u>Consulting</u>	<u>Product</u>	<u>Labor</u>	
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% to be Paid n/30:		% to be Paid n/30:	% to be Paid n/30:
% Special Terms:		% Special Terms:	% Special Terms:

Change Management

ACP CreativIT LLC will review change requests to this Statement of Work by you. As part of this review, ACP CreativIT LLC will prepare a Change Order (available upon request) that documents the request and, if applicable, any impact on the project schedule and pricing. ACP CreativIT LLC will incorporate the change into the project schedule and scope of work upon receipt of your signed Change Order. Changes requested can affect the implementation schedule and services quoted. The following personnel at your company are authorized to make change orders:

Name	Title
Name	Title

Planned Down Time

ACP CreativIT LLC will provide prior notice of any necessary system outages during the implementation. In case of unforeseen issues during the installation and cutover, ACP CreativIT LLC will make every effort to minimize any interruption.

Testing

ACP CreativIT LLC will verify that the system and features meet the customer's expectations, as laid out in this document. This includes ensuring that the present functionality of the system is still available unless directed otherwise.

First day of Service

On the first day of service, ACP CreativIT LLC will be available for the customer to discuss questions or issues they may have. We will document all issues and work quickly to resolve them.

Return Policies

We strive to provide our customers with the highest level of service possible. From first visit to order delivery and installation, we want you to be completely satisfied with your experience.

Unless specified, the manufacturer's product warranty does not cover the labor to fix defective product(s).

Unless specified otherwise, all products are covered by the manufacturer's warranty. Please identify any concerns that you have within 30 days of the invoice date. Any issues after the first 30 days will be subject to the restrictions and limitations imposed by our vendors.

All cancelled orders/returns are subject to a 15% restocking fee. Opened software is not returnable. Special order/non-stock items may not be returnable or may be subject to a higher restock fee. Vendor approval will be required prior to the return of opened hardware. Defective hardware may be returned for exchange only. Support blocks are non-refundable. Refund checks will be mailed.

A RETURN AUTHORIZATION ("R.A") REQUEST must be placed by filling out our online Return Authorization Request and is required for ALL returns. (Go to www.cccp.com and click on the Return Authorization Request Form link under Policies & Terms.). You will get a response within 48 hours of your request. Merchandise must be returned within 7 days of the issuance of the R.A.

Please do not write on original packaging or boxes. In addition, save all boxes and packing material as they are required for returns/rebates and repairs.

ACP CreativIT LLC inspects all returns and reserves the right to return merchandise that does not meet manufacturers return authorization criteria.

If you have additional questions, please email returns@cccp.com.

Programming

Programming performed by ACP CreativIT LLC is subject to a limited warranty. ACP CreativIT LLC warrants that the physical medium on which this programming is located is free from defects and that the products impacted by this programming will perform as outlined in this SOW. This limited warranty is good for 60 days from the date of invoice. See Programming Addendum to the SOW if applicable.

Supply Chain

Many of the industries we serve are experiencing considerably longer-than-normal lead times due to COVID-19 related shortages in raw material, production material, semiconductor and microchips, as well as other supply chain issues. As a result of these issues, equipment, material lead times and prices of products we use in the design of projects and customer proposals are subject to change, and may unexpectedly be discontinued without notice. ACP CreativIT/Camera Corner Connecting Point is not responsible for any hardship to our customers caused by these issues, though we will work diligently with the customer and our vendor partners to resolve these issues as quickly and as cost effectively as possible.

Disclaimers and Limitations of Liability

ACP CreativIT LLC WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOSS OF USE OF ANY EQUIPMENT OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY EQUIPMENT. ACP CreativIT LLC LIABILITY FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ACP CreativIT LLC NEGLIGENCE OR INSTALLATION OF DEFECTIVE PARTS OR COMPONENTS, WHETHER OR NOT SUCH DEFECT WAS KNOWN OR DISCOVERABLE, SHALL NOT EXCEED THE ACTUAL PRICE PAID TO ACP CreativIT LLC BY CLIENT FOR THE EQUIPMENT OR PARTS, WHICHEVER IS LESS.

Contact for Service

When you need to place a service call to ACP CreativIT LLC, please call us at (920) 438-0333. We will take your name, a brief description of the trouble, and a call back number. We will then contact one of our qualified associates to follow up on your request.

Statement of Confidentiality

This Statement of Work and proposal is the proprietary and confidential property of ACP CreativIT LLC. By accepting possession of this document, the company named in this document agrees to keep the contents in confidence and not to use, duplicate, or disclose for any purpose other than the purpose of evaluating ACP CreativIT LLC ability to provide the services herein, unless otherwise agreed to in writing by ACP CreativIT. On request by ACP CreativIT, the company named in this document agrees to return the copies of the Statement

of Work to ACP CreativIT, together with the other materials supplied by ACP CreativIT.

Non-Solicitation of Personnel

Client agrees not to solicit, directly or indirectly (through individuals, subsidiaries, holding companies, partnerships, subcontractors, employment agencies or any other financially related firms), nor to tender an offer for employment nor place on their payrolls any present ACP CreativIT LLC employee who becomes known to Client in connection with the proper performance of this Agreement during the term of this Agreement and for a period of one (1) year after its termination. In the event Client hires or contracts with a ACP CreativIT LLC employee in violation of the terms of this paragraph, the Client agrees to pay ACP CreativIT LLC as liquidated damages, and not as a penalty, an amount equal to one half of the employee's annual compensation, including but not limited to wages, bonuses and fringe benefits.

Post Installation Review

ACP CreativIT LLC wants to get your feedback to understand how we could serve you better, and improve our relationship with you. We may also ask for referrals or testimonials. Please feel free to contact us with any questions you may have.

Approval for Acceptance and Authorization of Project Completion

ACP CreativIT LLC will work with you to resolve any problems and answer any questions you have regarding the system implementation. Your signature of acceptance will be asked for upon completion of the project.

Approval for Contact Information/Logo Placement

ACP CreativIT LLC will place our logo and contact information on a 1U blank rack panel to provide you convenient contact information.

Approval for Pictures of Completed Project

ACP CreativIT LLC may take pictures of the equipment upon completion of the project. They will be primarily used to document the installation work and reference in the future if design changes or troubleshooting is required. Your signature of acceptance will be asked for upon completion of the project.

Other Approvals

Throughout this project, ACP CreativIT LLC may provide the customer with other documents requiring approval before we begin a particular phase of the project. Such documents are addendums of this document and are subject to all of the same guidelines stated in this document. A non-exhaustive list of examples would include a Programming Addendum to the SOW and a Custom Plate Addendum to the SOW.

Subcontractors

ACP CreativIT LLC may use subcontractors to assist on this project. All work by subcontractors will be directed and/or supervised by ACP CreativIT LLC staff. Tasks that subcontractors may be utilized for include the following:

- Low voltage cabling – including Cat. 6 cabling
- Conduit and raceway work as required
- Physical installation of devices and equipment

Remote Access

Unless specifically directed otherwise, ACP CreativIT LLC will install TeamViewer software on the any provided servers and create a ACP CreativIT LLC account on the system. This access will be used to facilitate service and repair issues as well as programming changes as directed by the owner.

Acceptance and Authorization of SOW

IN WITNESS WHEREOF, the parties hereto each acting with proper authority Accept this Statement of work

Project Name: Council Chambers - Audio Upgrade

<u>Blaine Wing</u> Customer Printed Full Name	<u>David Lupa</u> ACP CreativIT LLC Acct Rep Full Name	<u>Stuart Soifer</u> ACP CreativIT LLC Engineer Full Name
<u>City Administrator</u> Title	<u>Account Manager</u> Title	<u>Designer</u> Title
 Signature	 Signature	 Signature
 Date	 Date	 Date

An authorized signature on this document acknowledges that the customer has read our Return Policy located on the Company Info page of the ACP CreativIT LLC website www.cccp.com.

After all parties have signed, please provide original to customer and a copy to ACP CreativIT LLC.

Acceptance and Authorization of Project Completion

IN WITNESS WHEREOF, the parties hereto each acting with proper authority Accept this Statement of work

Project Name: Council Chambers - Audio Upgrade

<u>Blaine Wing</u> Customer Printed Full Name	<u>David Lupa</u> ACP CreativIT LLC Acct Rep Full Name	<u>Stuart Soifer</u> ACP CreativIT LLC Engineer Full Name
<u>City Administrator</u> Title	<u>Account Manager</u> Title	<u>Designer</u> Title
 Signature	 Signature	 Signature
 Date	 Date	 Date

Can we use you as a reference or testimonial for the work just completed? Yes _____ No _____

If no, may we ask why?

After all parties have signed, please provide original to customer and a copy to ACP CreativIT LLC.