



Fountain Show Programming Proposal – Additional Songs **EpicCentral Water Show – Grand Prairie, Texas**

Prepared for: The City of Grand Prairie

Date: 5/22/2024

Prepared by: Tom Real

Client Contact: Zane King

Corporate Office

2150 S. Towne Centre Pl.
Suite 100
Anaheim, CA 92806

O: 714.637.4747

www.otl-inc.com

Regional Office

2550 Pacific Ave.
Suite 900
Dallas, TX 75226

O: 214.459.1730

Mr. Zane King
Creative Producer
EpicCentral
2960 Epic Place
Grand Prairie, TX 75052

Dear Zane:

Following up on our conversations regarding additional fountain show programming for the EpicCentral Water Show, I have discussed with our team the specifics for creating these new fountain shows. This proposal is based upon the current existing "holiday" shows already loaded into your feature. This proposal covers the requested ten (10) additional shows without any projection effects, along with one (1) additional show inclusive of the coordinated projection element. Our fee is based on the time it takes the programmer to create each customized show from scratch, troubleshoot each show with our tech services department, upload the shows to the system show controller, and make final adjustments for a seamless experience. Please look this over and give me a call if you have any questions.

I look forward to your thoughts and impressions.

Sincerely,



Tom Real
Vice President Engineering & Pre-Construction

cc: OTL - Wick Zimmerman/John Cunningham/Barry Caylor

Additional Show Fountain Programming Proposal
EpicCentral Water Show – Grand Prairie, Texas
May 22nd, 2024

Scope of Services

- 1. Create customized Water Show fountain programming, with fountain nozzles, lights and video projection (where identified) to be choreographed to select music arrangements.
- 2. Programming of songs will extend to the existing DMX-controlled bridge and site lighting elements, to the extent that said elements will receive our show signals.
- 3. Uploading of all Synchronorm® show files to our current show server, including (remote) adjustments to nozzle & light operations based on OTL review as well as Client input.
- 4. Uploading of new show schedules (as requested by Client) to our show server.

Assumptions & Qualifications

- 1. Song selections will be between 2:30 minutes and 4:00 minutes. If a desired song is longer, this may result in an adjustment to the fee noted below.
- 2. This proposal is for programming, uploading and fine-tuning of the fountain shows only. No previsualization videos of the fountain shows is included, as this process adds considerable additional work and we do not believe it to be necessary.
- 3. Uploading and scheduling of all new shows will be done remotely by OTL technicians.
- 4. Client shall provide all song files in .wav or .mp3 format. We prefer .wav format at 44,100 at 16 bit, in stereo.
- 5. An advance deposit of 25% shall be due upon receipt of the client-provided song files.

Exclusions

The following services shall be provided by Client (Zane King or others):

- 1. Suitable music files for all proposed shows in an acceptable format as noted above.
- 2. Music licensing and/or usage rights. Specifically excluded from this proposal are the procurement of any copyright clearances and/or licenses and licensing fees for the proposed music. There may be multiple clearances/licenses required, including but not limited to music rights, publishing rights, performance rights and synchronization licensing. While OTL does not perform these services, we can refer our clients to a firm that can provide research and clearance services and negotiate licensing fees.
- 3. Reimbursable expenses such as, but not limited to previsualization videos, printing, scanning, travel & lodging, renderings, or similar miscellaneous expenses.

Additional Fountain Show Programming Fee

Fountain Show Nozzles (1 ea @ \$3,800 \$/program):	\$TBD
Fountain Projection & Show Nozzles (1 ea @ \$7,000 \$/program):	\$TBD
Allowance	\$90,000

Renewals

Year	Period	Program Nozzles	Program Projection & Nozzles
1	2024-2025	\$ 3,800.00	\$ 7,000.00
2	2025-2026	\$ 3,900.00	\$ 7,210.00
3	2026-2027	\$ 4,020.00	\$ 7,426.00
4	2027-2028	\$ 4,140.00	\$ 7,649.00
5	2028-2029	\$ 4,264.00	\$ 7,878.00

Additional Show Fountain Programming Proposal
EpicCentral Water Show – Grand Prairie, Texas
May 22nd. 2024



This proposal is valid for 60 days. Should you find this document acceptable, please sign and return at your earliest convenience.

Outside the Lines, Inc.



John Cunningham
Vice President of Operations

5/22/2024

Date

City of Grand Prairie/EpicCentral

NAME
TITLE

Date

Conditions of Bid Proposal

1. OTL has devoted time, money, and resources toward preparing this proposal in exchange for Client's express agreement that the parties shall have a binding contract consistent with the terms of this proposal and Client unconditionally and irrevocably accepts this proposal if it (A) in any way uses or relies on the proposal or information therein to prepare "Client's proposal" for the project at issue and Client is awarded a contract for the design; or (B) divulges the proposal or any information therein to others competing with OTL for the design.
2. Asking or allowing OTL to commence design will constitute acceptance by Client of this proposal. OTL and Client will execute a contract form acceptable to OTL to memorialize their agreement, supplemented and modified as provided by this proposal which shall be incorporated by reference into the final contract. In the event of any conflict between the terms of this proposal and any other documents stating terms of the final contract, this proposal shall govern.
3. All drawings, specifications and other documents and electronic data furnished by OTL to Client ("Work Product") are deemed to be instruments of service and OTL shall retain ownership and property interests therein provided, however, that OTL hereby grants Client, upon Client's payment to OTL of amounts properly due, a limited license to use the Work Product in connection with completing this Project.
4. OTL will not be required to name additional insureds to its general liability insurance policy, nor to waive subrogation for claims covered by workers' compensation or commercial general liability insurance. OTL shall maintain insurance with coverage and limits only as provided by OTL's existing insurance program evidenced by its certificate of insurance available on request.
5. Any indemnification or hold harmless obligation of OTL extends only to claims relating to bodily injury and property damage, and then only to that part or proportion of any claim caused by the negligence or intentional act of OTL, its subconsultants, their employees, or others for whose acts they may be liable. OTL shall not have a duty to defend.
6. This proposal is based on monthly payment in full for all design properly performed and excludes the withholding of any sums, either as a percentage of design performed or on a line item basis, pending completion of OTL's Design on the Project. Any contract requirement for withholding of sums based on a percentage of the design performed or on a line items basis shall result in an increase in the proposal price to be negotiated between OTL and Client.
7. OTL's schedule of values shall be used to determine progress payments. All sums not paid when due shall bear interest at the rate of 1½ % per month from due date until paid or the maximum rate permitted by law whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Client. The proper venue to resolve any disputes arising under the contract shall be the place where the project is located, and the laws of said place shall govern all such disputes.
8. Payments are due within fifteen (15) days of the invoice date and OTL does not accept the risk of Client's receipt of payments from any source, and in no event will payments to OTL be based upon, or subject to, Client's receipt of payment for OTL's design. Should OTL's payment be delayed for any reason not the fault of or directly related to OTL's design, then OTL may suspend design after giving at least seven (7) days written notice to Client of the intent to suspend and the date of suspension.
9. OTL shall be entitled to equitable adjustments of the contract price for any modification of the project schedule differing from the proposal schedule, and for any other delays, acceleration, out-of-sequence design and schedule changes beyond its reasonable control, including but not limited to those caused by pandemic, fires, floods, acts of nature or government, wars, embargos, suspension of design for non-payment or as ordered by Client, or other delays caused by Client or others. Should design be delayed by any of the aforementioned causes for a period exceeding ninety (90) days, OTL shall be entitled to terminate the contract.
10. OTL is not responsible for special, incidental, or consequential damages and OTL's liability for delay damages shall not exceed 5% of the original contract amount.
11. Neither party shall assign the contract, in whole or in part, without the written consent of the other.
12. Regardless of any language to the contrary contained in a waiver, waivers of lien shall exclude unbilled changes, billed and unpaid changes, and claims which have been asserted in writing or which have not yet become known to OTL, and shall either apply only through the date of design for which OTL has been paid in full, or shall be conditional upon receipt of funds to OTL's account.

Additional Show Fountain Programming Proposal
EpicCentral Water Show – Grand Prairie, Texas
May 22nd, 2024



Maintenance Proposal

Epic Central Fountain – Grand Prairie, Texas

Prepared for: The City of Grand Prairie

Date: May 22nd, 2024

Prepared by: John Cunningham

Client Contact, Creative Director:

Mr. Zane King

Epic Central

2960 Epic Place

Corporate Office

2150 S. Towne Centre
Place
Suite 100
Anaheim, CA 92806

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Dallas, TX 75226

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Mr. Zane King, *Creative Producer*

Epic Central

2960 Epic Place

Grand Prairie, TX 75052

Zane:

I am pleased to submit this proposal for annual maintenance of the show fountain at Epic Central. OTL has enjoyed working with your team to design and build this project and looks forward to continuing to work with you all to ensure that the fountain is maintained to run at peak performance for years to come. Please find the attached maintenance proposal, which reflects a 12-month term for maintenance.

Should you have any questions, or if there is anything further, we can provide in support of this endeavor, please do not hesitate to give us a call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John Cunningham', with a stylized flourish at the end.

John Cunningham

Vice President Operations

cc: OTL – Billy Johnston/Barry Caylor/Tom Real/Jerry West/Project File

SCOPE OF WORK

A. Scope of Work: Except for that labor and materials expressly excluded below, OTL proposes to furnish the following labor and materials (collectively "Work") for the Project:

- ✓ Two site visits per week.
- ✓ Approximately one boat-use visit per month (will vary, based on needs), including the launch and re-trailer of the boat on each use.
- ✓ Check pressurized air equipment as well as maintain filter media as necessary.
- ✓ Provide periodic mechanical component service per the respective manufacturer's recommendations.
- ✓ Visually inspect, clean, and adjust nozzles and LED lighting for:
 - Loose bolts, nuts, screws, etc.
 - Debris interference
 - Power and communication cable connections
 - Perform diagnostic testing of DMX controlled pumps and equipment as required.
 - Monitoring of the show systems fault and operating codes
 - Clean LED lenses as required.
- ✓ Visually inspect controls and devices within the MCC for signs of unusual or premature wear and tear. It should be noted that any repairs to or replacement of devices inside the MCC will have to be done by a qualified person and/or an electrician.
- ✓ Adjustments to the Programmable Logic Controller (PLC) and show programming (nozzle sequencing and lighting color schemes) will initially be done onsite and then remotely via the show system's ethernet connection – additional programming will be done per the current OTL rate sheet with prior approval.
- ✓ OTL equipment warranty period is 1 year.
- ✓ Requested attic stock annual budget will not impact the first year due to warranty.

General Exclusions: The Work to be provided by OTL expressly excludes the following*:

1. Cost/Supply of water and power
2. Repairs or replacement of items on-site not installed by OTL.
3. Equipment and material repairs that fall outside of our warranty.
4. Delivery and removal of boat from the site to be done by City; OTL will launch and re-trailer the boat each scheduled visit (approx. monthly).
5. Periodic service of the air compressor – we will monitor the systems, secure prior approval and schedule these as required.
6. Periodic service and fuel costs for the boat; OTL secured a 36-month maintenance program from boat vendor for the City at no additional cost.
7. All water quality management of lake water.
8. Major surface cleaning due to hard water scaling (beyond what is addressed by the 2 weekly visits)
9. Service or draining of the lake for 1) required because of flooding, vandalism (e.g., soaping), windstorm, washout, etc., and 2) required for equipment repairs.
10. Security of the site including the projection enclosure and the pump room, repair of damages caused by the public, pets, varmints, etc.
11. Additional services beyond the scheduled service visits referenced above and made at your request will be charged per the attached rate sheet for all required items.

Qualifications: The Bid Amount included herein is specifically qualified based on the following:

1. Additional services beyond the scheduled service visits (made at the client's request) will require 48 hours' notice and will be billed in accordance with the OTL Standard Billing Rates in effect at the time the work is completed. The current rate sheet is provided as an attachment.
2. Service as a result of flooding, vandalism, windstorm, washout, etc., will be considered extra work, and, if authorized, will be charged as extra services.
3. Programming of new/additional songs will be performed by OTL upon request for an additional cost.
4. The price quoted herein is valid for a period of one year, and may be adjusted as mutually agreed
5. The proposal is based on open-shop and non-prevailing wage rates.

6. All work will be performed during normal working hours.
7. OTL reserves the right to negotiate the terms and conditions of any proposed contract documents.

Maintenance

One (1) Year of Maintenance:..... \$92,472

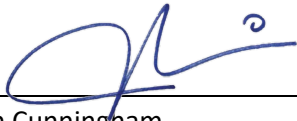
- Monthly amount:..... \$7,706/month

- Add for attic stock, annual budget :..... \$32,274

Subtotal..... \$124,746

This proposal is valid for 30 days. Should you find this document acceptable, please sign and return at your earliest convenience.

Outside the Lines, Inc.



John Cunningham
Vice President of Operations

5/22/2024

Date

City of Grand Prairie

NAME
TITLE

Date

Renewals

Year	Period	Monthly	Yearly
1	2024-2025	\$ 7,706.00	\$ 92,472.00
2	2025-2026	\$ 7,937.00	\$ 95,244.00
3	2026-2027	\$ 8,175.00	\$ 98,100.00
4	2027-2028	\$ 8,420.00	\$ 101,040.00
5	2028-2029	\$ 8,673.00	\$ 104,076.00

Maintenance Proposal
Epic Central Fountain – Grand Prairie, Texas
May 22nd, 2024

OTL Billing Rate Schedule - 2024

Classification	Hourly Rate
Principal	\$395.00
Project Executive	\$300.00
Director of Engineering	\$285.00
Manager Technical Services	\$250.00
Project Manager / Estimator	\$215.00
CAD Manager	\$185.00
Project Engineer	\$170.00
Field Superintendent - Nonunion	\$175.00
Fountain Maintenance Technician - Nonunion	\$150.00
Artisan - Nonunion	\$165.00
Construction Technician/Plumber - Nonunion	\$155.00
BIM/ 3D Modeling	quoted per project
Mock-ups, Templates & Fabrication	quoted per project
Administrative & Clerical Support	\$125.00

- ✓ All time and mileage will be billed portal-to-portal.
- ✓ Rates are based on normal working hours and straight time. Off-hour work will incur additional costs including shift work and/or overtime.
- ✓ Overtime rates are 1½ times the rates listed above for anything over 8 hours Monday through Friday and for 8 hours on Saturday. Hours more than 8 on Saturday and any hours on Sunday or holidays will be double-time and billed at 2 times the rate. Overtime rates may be invoiced based on accumulated hours worked by employees during the current pay period, even if the service requested is during “normal” business hours. Every effort will be made at the time of client requested service calls to schedule personnel during time periods which do not result in overtime billings.
- ✓ Rates for field personnel include hand tools with a replacement value of \$300 or less.
- ✓ OTL pickup trucks will be billed at \$195 per day in whole day increments, other vehicles will be billed at \$ 0.95/mile.
- ✓ OTL owned equipment will be billed at 80% of the rate charged by a local rental company plus fuel and consumables.
- ✓ All materials, rental equipment, and Travel expenses (airfare, hotel, rental car, meals, etc.) will be billed at actual cost plus 25%.
- ✓ All outside services including subcontractors, consultants and testing will be billed at actual cost plus 15%.

TERMS AND CONDITIONS

1. **Proposal/Contract Documents.** The documents that comprise Outside the Lines, Inc.'s ("OTL") Proposal/Contract consists of Pages 1 and 2 of the Proposal/Contract and the Attachments referenced therein (collectively the "Proposal/Contract Documents"). The Attachments, including these Terms and Conditions are expressly incorporated into the Proposal/Contract by this reference as though fully set forth in the body of the Proposal/Contract. Despite language in any bid documents or bid instructions to the contrary, the Proposal/Contract Documents shall take precedence over, supersede and replace all conflicting terms and conditions set forth in all documents that comprise the bid instructions or the bid documents, including those terms and conditions set forth in all appendices, exhibits, addendums, amendments, form subcontracts and modifications that are referred to, incorporated into or attached thereto. Should Client instruct OTL to proceed with its Work without signing the Proposal/Contract, Client will have agreed that the terms and conditions set forth in the Proposal/Contract Documents are binding upon Client and those who succeed to Client's interest.
2. **Plans and Specifications, Scope of Work and Warranty.** The plan sheets ("Plans") and the specification sections ("Specifications") pursuant to which OTL'S Work will be generally furnished are those identified in Attachment 1 and no others. OTL makes no representation or warranty as to the accuracy or compliance of the Plans and Specifications (described in Attachment 1)(or any other plans, drawings, specifications, reports, explorations and/or tests that may be furnished to OTL) with any applicable code, regulation and/or law, or the conditions of the Project.

For the Bid Amount, OTL will furnish that labor and materials identified in Attachment 1 (collectively "Work"). Unless expressly included as part of OTL'S Work, OTL shall not be responsible for: (i) any engineering or design with respect to the Work, and if included as part of OTL'S Work, OTL shall only be responsible for the engineering or design that it has contracted to provide by way of the Agreement and no other; (ii) the cost to obtain the permits and fees necessary to perform the Work—instead, the costs of such permits and fees shall be paid by Client or the Owner; and (iii) payment and performance bonds.

The performance of OTL'S Work will be in compliance with industry standards and applicable building codes as they may apply to OTL'S specific trade and will be evaluated by Client and the Owner and their representatives and agents and any trier-of-fact on a "reasonableness standard." Maintenance work provided by OTL is not warranted or guaranteed in any manner other than to be completed to industry standards referenced above. Notwithstanding anything to the contrary, OTL shall only guaranty and warranty the installation of any new parts or equipment, if included in the Work ("Warranty") for a period of one (1) year from the date ("Warranty Period") its Work is substantially completed and in no event for more than one year from the date of first occupancy or beneficial use by the Owner or OTL's Client and OTL must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred. OTL agrees to perform warranty work within a reasonable amount of time after receipt of written notification from Client. Within the Warranty Period, OTL will repair or replace at its cost its Work that proves to be defective. OTL will have no obligation to repair or replace its Work if damaged by others, unless it is paid for performing such work. THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY OTL.

3. **Schedule and Performance.** After the Proposal/Contract has been signed by Client and OTL, or should Client direct OTL to proceed with its Work without signing the Proposal/Contract, Client and OTL will meet to discuss and agree on the method for OTL'S Work to be scheduled, performed and monitored, as well as the schedule to which OTL'S Work shall be performed ("Work Schedule"). OTL does not agree to comply with any schedule that may have been provided with the bid instructions or bid documents. OTL'S Work shall be performed Monday through Friday in a single eight-hour day light shift (holidays excluded), unless compensation for over-time is paid.
4. **Change Events.** Should any of the following events occur (collectively referred to herein as "Change Events"), the Work Schedule shall be extended by two (2) work days for each work day lost, and if OTL will incur additional costs as a result of a Change Event, the Bid Amount shall be increased by the cost of the additional labor, materials and/or equipment that OTL may provide as a result of such Change Event, and at OTL'S election, all Change Events shall be priced lump sum or at cost plus twenty percent (20%): (i) the Plans and Specifications contain ambiguities and/or discrepancies that impact or affect OTL'S Work in any way; (ii) Client or others (including any governing body) make alterations or changes to the Plans and Specifications or to the Work Schedule, or OTL is required to change its Work or to provide additional work and/or materials; (iii) OTL'S Work is suspended, delayed, disrupted and/or accelerated by the acts or omissions of Client or others; (v) after commencement of its Work, OTL'S or its lower-tiered trade's cost to purchase materials or insurance or to pay for labor increases; and/or (vi) for any other reason beyond OTL'S control. OTL shall be entitled to bill for the labor, material and equipment it has furnished with respect to a Change Event along with its next progress bill, and Client shall pay for all such Change Event work along with the next payment to be made to OTL.

Maintenance Proposal
Epic Central Fountain – Grand Prairie, Texas
May 22nd, 2024

5. **Bid Amount and Schedule of Payment.** The compensation to be paid to OTL for its Work (the “Bid Amount”) is identified on page 1 of the Proposal Contract and is subject to increase as a result of Change Events (discussed above). Maintenance work will be billed monthly in advance on the 1st of each month and is due and 100% payment is due by the 15th of the month. If the Work to be performed by OTL includes the installation or replacement of any parts or equipment, that work will be included with the maintenance billing on the 1st of the month following that in which it was done. If the installation or replacement of any parts or equipment to be performed by OTL is not substantially completed during the month, OTL will submit progress payment applications to Client for payment of the work (discussed above) that OTL has and will furnish during that calendar month. Payment for installation or replacement of any parts or equipment is due by the 15th of the month following that work with no deduction for retention. Payments to OTL shall not be: (i) withheld, postponed, or contingent upon receipt by Client of payment from the Owner, a lender or higher-tiered contractor, or any offsetting reimbursements or credits from other parties; (ii) withheld, reduced or subject to unilateral discounting, backcharges or set-offs by the Client and payment is due by the Progress or Final Payment Due Date regardless of the suspension or termination of this Proposal/Contract by either party; or (iii) withheld for any other reason unless OTL has been found by a trier-of-fact to be legally liable.

Waivers and releases to be provided to Client to receive payment, shall be on the form required by California statute, and shall be given in accordance with that statute. Provided OTL has been paid for the work, materials and/or equipment that is the subject of any notice of lien that may be recorded against the Project through OTL, OTL shall within thirty (30) days of its receipt of written notice from Client, cause the notice of lien to be removed or bond around the same. Joint checks shall not be issued by Client unless OTL fails to provide an unconditional release for a previous period for which OTL has previously received full payment or a mutually agreed upon joint check agreement has been executed by both parties.

In the event OTL is not paid as required by this Proposal/Contract or should Client fail to perform any obligation required of it under the Proposal/Contract or commit any act or omission whereby OTL is prevented from performing its Work, OTL may, at its option: (i) immediately suspend, delay or otherwise refrain from performing any further Work and Client shall pay OTL the actual costs that OTL incurs as a result of such suspension, plus a twenty percent (20%) markup on such costs and expenses, and neither OTL nor its sureties, subcontractors or suppliers shall be liable for any delays and/or damages that Client may suffer as a result of the suspension or stopping of Work; (ii) terminate the Proposal/Contract upon five (5) days written notice to Client, and Client shall pay OTL the actual cost that OTL incurred for Work furnished prior to the termination date plus a markup of twenty percent (20%), plus a fee of fifteen percent (15%) of the value of Work incomplete as of the date of termination, as well as all other costs and expenses that OTL incurs as a result of Client's default; and/or (iii) pursue any other right or remedy available to OTL under the Proposal/Contract or applicable law. Client shall also pay OTL a finance charge of one and one-half percent (1 1/2%) per month on all past due invoices. OTL shall be entitled to collect from Client in addition to any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by OTL in connection with the collection of amounts due, as well as the reasonable value of OTL'S time and expenses spent in connection with such collection action, computed at OTL'S prevailing hourly rates. The laws of the state where the Project is located shall govern the terms and conditions of the Proposal/Contract and any litigation shall occur where the Project is located.

6. **Notices.** All notices OTL is required or permitted to give to Client under the Proposal/Contract may be given by depositing the same in the United States mail addressed to Client at the address in the Proposal/Contract or by facsimile. The foregoing will not be deemed to preclude the use of other means of notification or to invalidate any notice given by any such other means. All days referred to in the Proposal/Contract for notice will mean business days and all notices will be given in writing. Except in the event of an emergency (in which event OTL will be given forty-eight (48) hours to cure or commence and continue to cure) all notice provisions in the Proposal/Contract shall be 3 business days' notice.
7. **Insurance, Indemnity, and Limitation on Liability.** OTL will provide the following insurance coverages and policy limits: (1) Commercial general liability— \$2,000,000 per occurrence and \$4,000,000 general aggregate; (2) Automobile liability— \$1,000,000 combined single limit each occurrence; and (3) Workers compensation— the statutory minimum. The commercial general liability coverage to be provided by OTL will apply to bodily injury and/or the damage to the property of others caused by the wrongful acts, omissions and/or negligence of OTL. In the event an additional insured endorsement is required, such additional insured coverage will be limited to Client, and no other person or entity, and will be provided on a form offered by OTL'S insurance carrier. Wrap-up (OCIP, CCIP, etc.) participation is EXCLUDED. Should Client require OTL to participate in a Controlled Insurance Program (“wrap-up”) it shall be subject to the ASA Wrap-Up Insurance Bid Conditions (2016) which can be provided upon request.

OTL'S and its subcontractors' and suppliers' total aggregate liability to Client, any higher-tiered contractor, the owner or any architect or engineer, as well as such parties' respective officers, directors, members, employees, agents, consultants, licensees, tenants assignees or others (collectively “Client parties”) for claims brought or filed against OTL or any of its subcontractors and suppliers (including, but not limited to, direct and indirect claims for bodily injury, property damage and consequential damages, costs, suits, judgments, expenses, attorneys' fees and other professional fees-- collectively “claims”), shall be limited to the proceeds the Client parties receive, if any, from

or under the insurance to be provided for or by OTL, and nothing more. This limitation on liability shall be treated as liquidated damages and not as a penalty, and this liability shall be exclusive. Under no event or circumstance shall the Client parties seek damages in excess of the insurance proceeds discussed above, whether directly or indirectly through suits with other parties who may join OTL and/or its subcontractors and suppliers as third-party defendants. Should any of the Client parties make, bring or pursue a claim against OTL or any of its subcontractors and/or suppliers for amounts which exceed the insurance proceeds available or which fall outside of the coverages provided, Client shall indemnify, defend and hold OTL and its subcontractors and suppliers harmless, of and from all such claims. Client's indemnity obligation hereunder shall survive the completion of the work under the Proposal/Contract and/or any termination of the Proposal/Contract. Additionally, OTL'S work in connection with the project shall not subject OTL'S employees, members, managers, officers or directors to any personal legal exposure as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against OTL.

8. **General Provisions.** The Proposal/Contract Documents: (i) represent the entire and integrated Proposal/Contract between Client and OTL; (ii) supersedes all prior negotiations, representations or Proposal/Contracts, whether written or oral; and (iii) shall be binding upon Client and OTL. Client shall not assign the Proposal/Contract or any of Client's rights or obligations hereunder without the prior written consent of OTL, which consent may be withheld for any reason. Nothing contained in the Proposal/Contract shall create a contractual relationship or a cause of action in favor of a third party against OTL. The individuals executing the Proposal/Contract warrant that they have read and understand its provisions, and that they are authorized to bind the parties for which they sign.