

Town of Mead, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: Mead Town Hall Meeting Room Renovation

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the Town of Mead, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town”), and Next Step Communications, LLC, a Colorado limited liability company with offices at 17697 Margil Rd., Mead, Colorado 80542 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the Town requires certain professional services as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Services. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services” or “Scope of Services”). The Parties recognize and acknowledge that, although the Town has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the Town the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the Town, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. Changes to Services or Equipment. A change in the Scope of Services or to the Equipment shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the Town, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement.

C. Equipment. Contractor shall supply and convey to the Town title for the courtroom audio, video, and microphone system and all related materials and equipment as specified in **Exhibit A** (“Equipment”). Contractor represents and agrees all of the Equipment meets the

appropriate standards and specifications as set forth in **Exhibit A** and that the Town's purchase of the Equipment shall have the warranty terms set forth in this Agreement. Contractor shall not substitute any specified Equipment without prior written approval of the Town.

D. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

E. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are completed, or terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Board of Trustees, Town Manager, or a person expressly authorized in writing to direct the Contractor's services.

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until **August 31, 2023** or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the Town and such documents, data, studies, and reports shall become the property of the Town; and

3. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses authorized by this Agreement and performed prior to the Contractor's receipt of notice of termination and for any Services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the Town within thirty (30) days of the date of termination; thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to

cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, “reasonable time” shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the termination date contained in the written notice. Thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The Town may suspend the Contractor’s performance of the Services at the Town’s discretion and for any reason by delivery of written notice of suspension to the Contractor, which notice shall state a specific date of suspension. Upon Contractor’s receipt of such notice of suspension from the Town, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the Town.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the Town Representative or the Contractor Representative at the address set forth in Section XIII.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

III. WARRANTIES.

A. New Equipment. Contractor warrants that the Equipment shall be new and suitable for the purpose used by the Town and will be of good quality, free from faults and defects and in conformance with **Exhibit A**.

B. Title to Equipment. Contractor further warrants that it has full title to all the Equipment to be conveyed to the Town hereunder, that its transfer of such title to the Town is rightful and that all such Equipment shall be transferred free and clear from all security interests, liens, claims or encumbrances whatsoever. Contractor agrees to warrant and defend such title against all persons claiming the whole or any part thereof, at no cost to the Town.

C. Warranty on Workmanship. Contractor shall, for one year from the date that the Town initiates beneficial use of all Equipment provided under this Agreement (last piece of Equipment is put into its intended use), promptly investigate, repair, or otherwise correct any parts, components or Equipment supplied hereunder which contain faults or defects considered to be minor and not affecting the integrity or structure of the Equipment. Contractor shall, for one year

from the date that the Town initiates beneficial use of all Equipment provided under this Agreement (last piece of Equipment is put into its intended use), promptly replace any parts, components or Equipment supplied hereunder which contain faults or defects considered to be other than minor, including affecting the integrity of the Equipment.

D. Assignment of Equipment Warranties. The Contractor warrants and shall be responsible and liable to the Town for the warranties which are provided from the manufacturer(s) of all Equipment supplied hereunder. Contractor shall provide, assign, and take whatever additional steps are necessary to ensure that the Equipment is warranted for the benefit of the Town for the respective manufacturers' warranty periods.

IV. REPRESENTATIVES AND SUPERVISION

A. Town Representative. The Town representative responsible for oversight of this Agreement and the Contractor's performance of Services hereunder shall be the Town Manager or his or her designee ("Town Representative"). The Town Representative shall act as the Town's primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be Jason Parmley ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the Town. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the Town.

C. Town Supervision. The Contractor shall provide all Services with little or no daily supervision by Town staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the Town's need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

V. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section V and its subsections. Compensation to be paid hereunder shall not exceed **Ninety-Three Thousand Six Hundred Four Dollars and Twelve Cents (\$93,604.12)** ("Not-to-Exceed Amount") unless a different amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the Town. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as follows:

- If this box is checked, the Town shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit A**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for any fees, costs and expenses. Final payment

may be requested by the Contractor upon completion of the Services and the Town's acceptance of all work or Services as set forth in **Exhibit A**.

- If this box is checked, the Town shall pay the Contractor the Not-to-Exceed Amount in two (2) installment payments. The first installment payment of Seventy-Eight Thousand Two Hundred Fifty-Four Dollars and Twelve Cents (\$78,254.12) shall be paid within ten (10) business days of the Effective Date to allow the Contractor to purchase the Equipment for installation. The Contractor shall invoice the Town for the second (and final) installment payment following completion of the Services. The Town shall pay the second installment payment of Fifteen Thousand Three Hundred Fifty Dollars and No Cents (\$15,350.00) within thirty (30) days of the date the Town receives such invoice.

B. Receipts. The Town, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

C. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services
- Postage and Delivery Services
- Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

D. No Waiver. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

VI. PROFESSIONAL RESPONSIBILITY

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations including environmental, health and safety laws and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if included and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement. If Contractor engages subcontractors to perform any part of the Services, Contractor shall require and confirm that the requirements of Section VIII (Insurance) and Section IX (Indemnification) of this Agreement are included in any such subcontract. Contractor shall be responsible and liable to the Town for indemnification of the Town on behalf of a subcontractor if Contractor fails to confirm that the requirements of Section IX are included in any subcontract between Contractor and a subcontractor related to this Agreement.

VII. INDEPENDENT CONTRACTOR

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to

assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

B. Insurance Coverage and Employment Benefits. The Town will not include the Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

C. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

VIII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR
- The Contractor shall secure and maintain the following ("Required Insurance"):
 - Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by

law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

- Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an “occurrence” basis as opposed to a “claims made” basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

- Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor’s owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

- Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of _____ Dollars (\$_____) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Insurance Certificates. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify this the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies so paid by the Town, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the Town immediately upon demand by the Town. At the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

IX. INDEMNIFICATION

A. Contractor agrees to indemnify, defend, and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage to the extent caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

X. RESERVED

XI. REMEDIES

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the

Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or
4. Terminate this Agreement in accordance with this Agreement.

A. The foregoing remedies are cumulative and the Town, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

XII. RECORDS AND OWNERSHIP

A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the Town's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

B. Town's Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Mead upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the Town. Other materials, statistical data derived from other clients and other client projects, software,

methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the Town and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the Town.

D. Return of Records to Town. At the Town’s request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the Town in a reasonable format and with an index as determined and requested by the Town.

XIII. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

If to the Town:

If to Contractor:

Town of Mead Attn: Town Manager 441 Third Street P.O. Box 626 Mead, Colorado 80542	Next Step Communications, LLC Attn: Jason Parmley 17697 Margil Road Mead, Colorado 80542
With Copy to: Michow Cox & McAskin LLP Attn: Mead Town Attorney 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111	With Copy to:

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

G. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

H. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the Town and its officers or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XIII shall not authorize assignment.

M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

N. Release of Information. The Contractor shall not, without the prior written approval of the Town, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VII (Independent Contractor), VIII (Insurance), IX (Indemnification) and XIII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys' Fees, shall survive the expiration or termination of this Agreement. . Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

R. Force Majeure. Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, pandemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

S. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town of Mead and the Contractor and bind their respective entities.

T. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

U. Protection of Personal Identifying Information. In the event the Services include or require the Town to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF MEAD, COLORADO

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

ATTEST:

Mary Strutt, CMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Marcus McAskin, Town Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this ___ day of _____, 2023, by _____ (printed name) as _____ (title) of Next Steps Communications, LLC, a Colorado limited liability company.

My commission expires: _____

(S E A L)

Notary Public
(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION

(see attached)



Mead Town Hall Meeting Room Renovation

A PROPOSAL FOR

Town Of Mead

Erika Rasmussen
erasmussen@townofmead.org
(970) 805-4185

441 3rd Street
Mead, CO 80542

PREPARED BY JASON PARMLEY



Next Step Communications LLC

nextsteponline.net
(303) 834-9486

17697 Margil Rd
Mead, CO 80542

Mead PSA (Next Step Communications, LLC)
Project/Services Name: Mead Town Hall Meeting Room Renovation

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Form Rev. 03/21/2023

About Us

Next Step Communications—Northern Colorado’s leader in residential and commercial Audio /Video, Surveillance systems, Data Networking, Whole home Audio and Custom Home Theater design/installations. Next Step is built on many years of experience and hard work. Our expertise, product knowledge and training, customer satisfaction, and integrity are the backbone of the company.

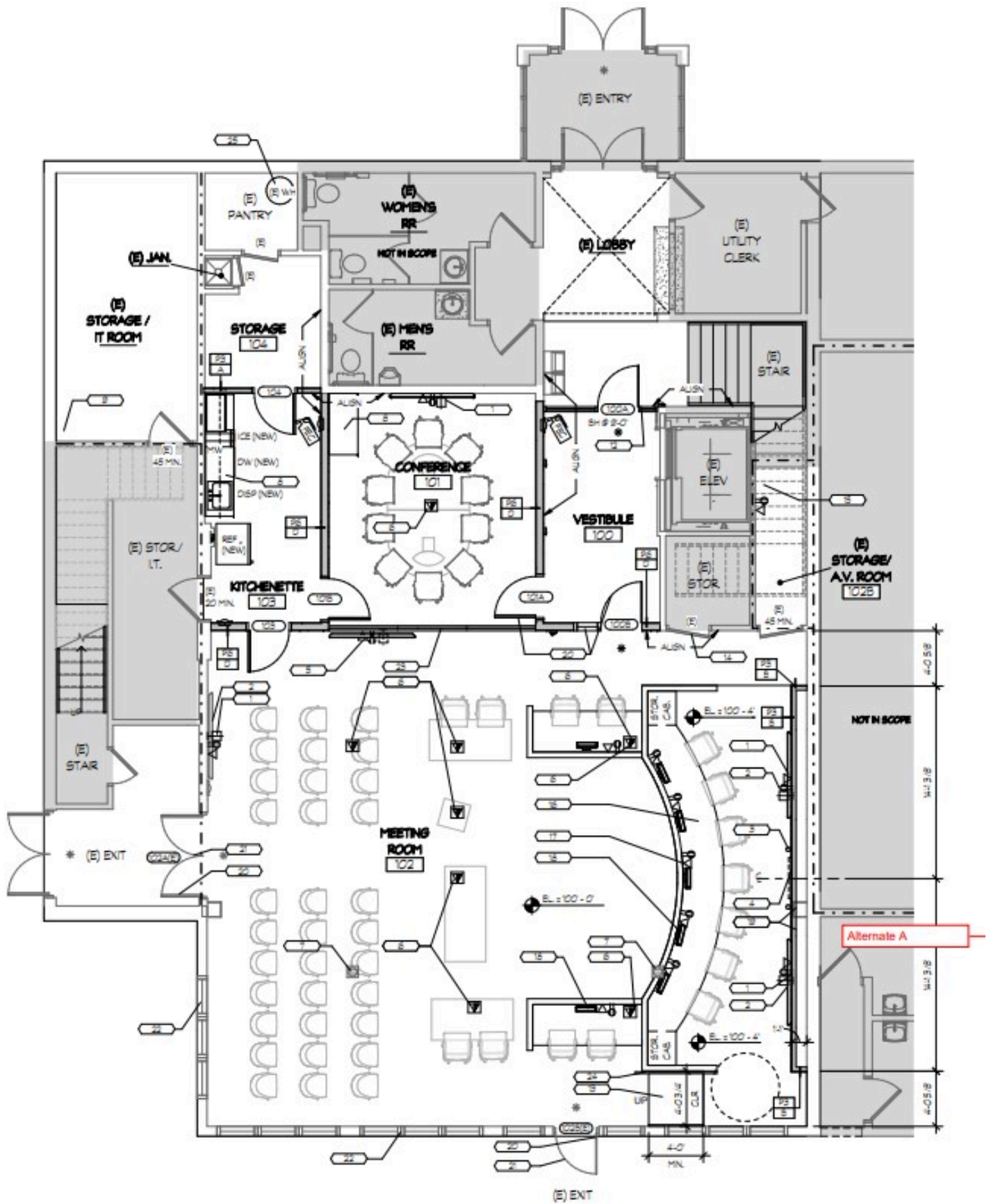
We believe that each customer deserves the best possible installation and educational experience. We use reliable and trusted equipment that all of our technicians are trained on and use on a daily basis to insure we can efficiently install and answer any possible questions for our customers. All Next Step provided equipment is covered for the span of the manufacturer's warranty. We stand behind our warranties direct with the customer so there is no questions on who will take care of things in the rare case the equipment does not operate as it should after installation.

With over 50 years of combined experience working with multiple large corporate media service providers, we feel our customers deserve a more one on one approach and will appreciate building long term relationships that our customers can count on to support them with questions and give them the reasonable pricing and reliable support after the installations for years to come. With our unmatched determination and creativity to offer something different than any other company out there, we are confident that we will provide you with the best possible end results. Let our professional, friendly team here at Next Step take your project to the Next Level of customer satisfaction and new technologies available.

Project Description

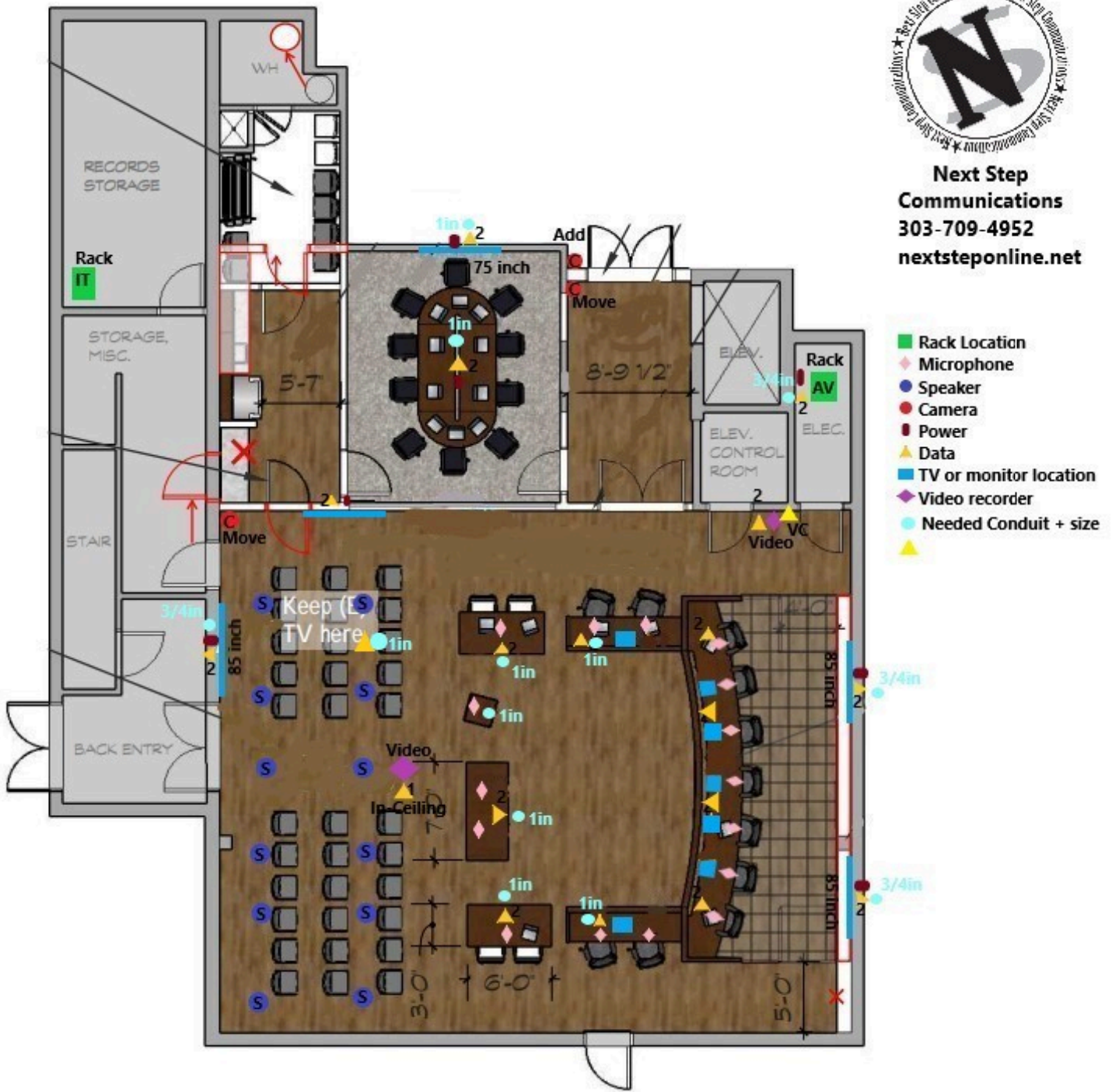
Installation of the new Courtroom audio/Video and microphone system.

- New Televic microphone and video camera system installation will replace the older system that the town currently has.
 - System will offer additional features to the town and board to have voting capability's as well as the standard audio output to the audio system and meeting digital recording.
 - Software as well as the programming for the Televic system will be done by some reps from the company that will come out after the system is setup and program as well as train the Towns staff.
 - The old audio and video Wall mounted equipment will be relocated into the electrical room to be reused and incorporated into the new system.
- Any needed conduit and or power will be the responsibility of the owner or electrical contractor to install. Next Step will help answer any questions or meet onsite to answer questions as needed.
- Additional speakers will be added to the ceiling in the main seating area to improve the sound quality and coverage in the room.
 - One existing Sony 85 inch TV will be relocated to the Back North wall the same height as the existing one on the back wall. A Sanus advanced tilt wall mount will be used to make user that the TV is NOT pulled out from the wall and become a hazard. New power will need to be installed to the location for the TV as well as a second empty 1 inch Conduit for the audio and video cables.
 - 2 New Sony 85 inch TVs will be installed on the back wall where the layout calls for. TVs will be installed with New power outlets will need installed at the requested locations at 96 inches. A second one inch empty conduit will need to be installed next to the power so we can run the needed data and video cables in the conduit.
 - New HDMI matrix system will be installed to allow the 4 separate TVs to display the same or separate video sources.
 - Existing 70 volt Amp/mixer will be repurposed to be used in the room for tying into the Microphones, Televic system and the TVs to play the audio of the content streaming on the system
 - New 70 volt speakers will be installed in the ceiling for the large West sitting area. The speakers will be chained together and calibrated/tapped to match for constant audio levels.
 - New Cat6 cabling will be ran from the locations in the room back to the IT room to be terminated into the rack and connected into the network.
 - Any audio and video cabling will feed into the A/V closet to connect into the system to distribute or back feed to the locations for TVs or speakers.
- Built in or small monitors mounted to the front of the Board desk will be set to all play the same thing at the same time unless otherwise requested.






**Next Step
Communications**
303-709-4952
nextsteponline.net



Layout with conduit sizes needed installed by the electrician for the TV and floor boxes





Areas & Items

Commercial Audio/Video and microphone system design

Items	Sell Price	Qty	Total
 Labor Full system design and layout for placement and equipment for the project	\$250.00	x1	\$250.00

Commercial Audio/Video and microphone system design Total : \$250.00

Court room TV display and video matrix system upgrade

Items	Sell Price	Qty	Total
 Sony KD-85X85K X85K 4K HDR LED TV with smart Google TV (2023)	\$2,750.00	x2	\$5,500.00
 Sanus VDLT16-B1 Large Advanced Tilting Mount	\$170.00	x2	\$340.00
 Sanus SASP1 Streaming Device Panel for most small devices up to 3 lbs	\$25.00	x3	\$75.00
 Microsoft Microsoft 4K wireless display Microsoft 4k Wireless Display Adapter - Black. Compatible with 4K TVs	\$75.00	x1	\$75.00



Strong SR-FS-SYSTEM-DC-21U

Strong FS Series Rack System with DC Fans - 24" Depth | 21U

\$1,000.00 x1 \$1,000.00

Binary B-520-MTRX-230-8x8

Binary HDMI Matrix Switcher - POC enabled Our ultra-reliable Binary Matrix Switcher is now power-over-cable (POC) enabled, so the matrix powers the receiver. Of course its still built on the same principles that put Binary on the map: custom install expertise, innovative technology, and ease-of-use. It even comes equipped with everything needed for control system integration: Ethernet, RS-232 control, and IR routing to boot. It uses a single Cat5e/6 cable to transmit HDMI signals and bidirectional IR - up to 230 ft. Plus, supplied rack ears make mounting easy. Shielded Cable Recommendation - Although HDBaseT transmission technology is much less susceptible to EMI interference than other transmission technologies, if possible, it is recommended that you pull shielded Cat5e/Cat6 with this product for maximum reliability. Please note: for proper shielding, shielded connectors must be used with drains connected at both ends. In addition, EZ end connectors are not recommended for use with HDMI extenders. Power Supply Voltage - Please use the 12V power supply included in the package. Use of power supply with a different voltage may cause damage to the product or the power supply. Simultaneous Outputs Each output provides an HDMI output for local display(s), as well as an HDBaseT output for longer distances. Just pair the HDBaseT output with the optional receiver to achieve distances up to 230 feet. Best of all, both of these outputs can be used in parallel. Integration Ready These switchers are now Control4 certified with SDDP built in for faster programming. To control the matrix itself, Ethernet, bi-directional RS-232 and IR are all available. POC Enabled This feature powers all the receivers from the matrix switchers. This means there is not need of power supplies on the Receiver side. HDMI with 3D Your covered with full support of the HDMI (with 3D), Deep Color (36bit) and HDCP 1.4 as well as support for Dolby True HD, Dolby Digital Plus, DTS-HD Master and LPCM audio formats. EDID Management EDID settings can be configured using the included remote control or convenient PC configuration utility. Three EDID modes are provided for ultimate flexibility - Auto, Embedded and Learning.
*8X8 matrix will give several separate or same video output options.
HDbtbase or direct HDMI cable connections to monitors on the displays*

\$4,950.00 x1 \$4,950.00



Binary B-520-RX-230-IR

\$250.00 x8 \$2,000.00

Binary 520 Series 1080p HDBaseT Receiver with IR When you want to extend audio and video signals over long distances without sacrificing resolution or quality, a Binary HDBaseT Receiver is what you need. This one goes the distance, receiving up to 4K@30Hz video and 7.1 channels of lossless audio over a single CAT cable (when paired with a B-520 HDBaseT transmitter). It works with dedicated HDBaseT transmitters, as well as products with the transmitters built in (such as B-520 matrix switchers) providing flexibility and interoperability on the job. Plug and play technology allows this product to bypass frustrating EQ and EDID settings, and for the finishing touch it includes bi-directional IR for complete system integration. No Power Supply Included - This product features PoC and does not require a separate power supply, when used with B-520 matrix switchers. This product may also be used with a B-520 HDBaseT transmitter. When pairing with a B-520 HDBaseT transmitter, please purchase a separate 12V power supply (B-PS-12VDC-2A). Use of power supply with a different voltage may cause damage to the product or the power supply. Shielded Cable Recommendation - Although HDBaseT transmission technology is much less susceptible to EMI interference than other transmission technologies, if possible, it is recommended that you pull shielded Cat5e/Cat6 with this product for maximum reliability. Please note: for proper shielding, shielded connectors must be used with drains connected at both ends. In addition, EZ end connectors are not recommended for use with HDMI extenders. 4K@30Hz with Full 3D Support This receiver offers full support of 4K@30Hz (including HDMI with 3D), Deep Color (36bit) and HDCP 2.2, as well as support for Dolby True HD, Dolby Digital Plus, DTS-HD Master and LPCM audio formats. Please note, 4K support varies by distance and cable type, please refer to specifications for further details. Benefits of HDBaseT Technology Thanks to HDBaseT technology, this Binary Receiver is able to receive full uncompressed 1080p HD video and audio through a single CAT cable up to 230 ft. It provides greater RF immunity, so you get a better and more reliable signal, plus it's easier to install because you dont have to fiddle with any EQ or EDID settings. Just plug and play and you're on your way to faster and easier media distribution. Bi-Directional IR This receiver allows you to send IR to equipment back at the head-end from the TV location quickly and easily and over the same cable. Using an automation or remote system? Weve included an adapter cable to allow for control of the TV from the controller. For best performance, use our Episode IR flashers and receivers. Work Smarter, Not Harder Forget about wasting precious install time running back and forth, fiddling with transmitter and receiver settings, and struggling to get a good picture. With this extender kit there are no EQ or EDID settings required all you do is plug and play. Now thats smart! IR Flexibility An IR receiver port provides power when connected to an IR receiver or shuts off when connected to control systems. Plus, an IR flasher level knob helps to adjust the intensity of the flasher in order to accommodate the TV and light present in different zones. Power over Cable (PoC)* With Power over Cable (PoC), you can send power over the same Cat5e/6 cable that extends your video, audio, and control signals when paired with B-520 Matrix Switchers. This means you only need one power supply - and you can put it at the head end to get it completely out of the way. *Please note that PoC works with B-520 matrix switchers only. Built-In ESD and Surge Protection Intelligent circuit design, perfected through extensive hardware testing, has resulted in a robust product with excellent ESD and surge protection that exceeds CE Level 3 standards. During development, they were hit with ESD at 15KV and surges up to 1600V. Screw Down Power Plug When the receiver is used with HDBaseT Transmitter with no POC like B-520-TX-230-IR, a screw down power supply B-PS-12VDC-2A will be required to supply power to the receiver. Plus the extender features screw-down power



plug, so you never have to worry about getting service calls because a plug fell out when the TV was moved. Removable Mounting Ears The receiver comes with mounting ears, making it easy to get the receiver mounted securely.

HDMI and IR to the TVs and display monitors



Binary B6-4K-3

\$38.00 x3 \$114.00

Binary B6 Certified Premium High Speed HDMI Cables with Ethernet - 3M

Binary B6-4K-1

\$25.00 x16 \$400.00

Description: These high-bandwidth B6 HDMI cables support Ultra HD 4K @ 60Hz 4:4:4, plus, all lengths now transmit 18Gbps of bandwidth for your advanced video format needs. Theyre ready out of the box for High Dynamic Range (HDR), wide color gamut, Dolby ATMOS, and more. Intense quality testing also enabled these cables with swift bandwidth delivery for the most recent HDMI specification (HDMI 2.0B) and allows your customers to stream high-resolution video, audio, data, and more to any type of system.

HDMI between the rack equipment to the matrix



Episode EE-IR-RCVR-TUBE

\$150.00 x1 \$150.00

Episode Electronics IR Sensor Tube Designed to fit perfectly into our Episode soundbars, this mighty little IR sensor tube packs a lot into its small frame. It features advanced IR filtering technology, plus included screw-terminal connectors for fast and easy extension. Plus, its universally compatible with most A/V components and remotes, and is plasma-, LCD- and LED-proof. Now thats pretty tubular. Important Note - Do not remove the nubs" that are created when removing the plastic cover cap from the tube slot on your soundbar. These are meant to create friction that holds the IR receiver tube in place. Advanced IR Filtering Technology In addition to blocking common interference from plasma, LCD and LED displays, it is also resistant to sunlight, Compact Fluorescent Lamps (CFL), Electro-Magnetic Interference (EMI), and Electrostatic Interference (ESI). Best of all, it has the "smarts" to do all this without impacting reception and performance. Ultra-fast Extension Say goodbye to tedious and troublesome wire cutting and soldering. Extending your signal is easy thanks to two included 3.5mm stereo to screw-terminal connectors. Perfect Fit These tube IR sensors are the smallest on the market! Whereas other tubes are longer and stick out when paired with our Episode soundbars, these little champs are a perfect fit. Simply unscrew the tension nut on the tube, slide it through the soundbars IR knockout, and secure the unit using the nubs left behind from the knockout for a perfect fit on our thin and standard models. And dont let their size fool you, these sensors provide robust performances in noisy environments. Universal Acclaim This IR sensor tube features wideband IR capability (30-60KHz) and support for RCMM compressed codes. It works with virtually all A/V components and remote controls - yes even AT&T Uverse!

In wall IR to talk to the equipment in the closet












Wirepath PLATE-0-WH

\$4.50 x1 \$4.50

Blank Standard Wall Plate (White)



Items	Sell Price	Qty	Total
 Catalyst Av CAT-CAT6E-PLENUM-GN <i>Green Cat6E plenum rated cable for all video feeds to the TV and or monitors.</i>	\$350.00	x1	\$350.00
 Wirepath WP-CAT6-RJ45-GN Cat 6 UTP Keystone Jack 90 Degree with IDC Cap (Green)	\$7.50	x18	\$135.00
 Wirepath WP-PC-CAT6-3FT-GRN Cat 6 3ft Ethernet Patch Cable (Green)	\$4.50	x9	\$40.50
 Wirepath WP-PC-CAT6-7FT-GRN Cat 6 7ft Ethernet Patch Cable (Green)	\$7.50	x9	\$67.50
 Wirepath WP-BPP-24 Rack Mount 24-port Blank Patch Panel (Black)	\$70.00	x1	\$70.00
 Binary B3-MonoMini-2 Description: Ideal for signal pass-through - such as IR emitter pass-through and 12V triggers - these professional grade cables provide deep, tight bass and smooth, natural midrange. They feature 26 AWG copper conductors and copper spiral shielding for professional-grade performance, plus ultra-flexible jackets that make your life easier. <i>Used to connect the TVs to the HDMI balen for IR control.</i>	\$10.00	x5	\$50.00
 Arlington LV1 Arlington Industries Retrofit Style Low Voltage Single gang mounting bracket	\$3.50	x2	\$7.00
 Misc. materials Materials Misc. small parts, screws, clips and RJ45s	\$75.00	x1	\$75.00
 Labor Hourly Labor Per tech <i>2 techs to install 2 TVs and a full matrix system to 9 TV locations Test label and configure the system.</i> Mead PSA (Next Step Communications, LLC) Project/Services Name: Mead Town Hall Meeting Room Renovation	\$95.00	x24	\$2,280.00

Items	Sell Price	Qty	Total
Labor	\$95.00	x5	\$475.00



Remove old audio and video equipment from the location for construction

Remove the 2 TVs, mounts, wire as well as the equipment wall rack and move to an onsite storage location.






Court room TV display and video matrix system upgrade Total : \$18,158.50


Conference room

-Installation of a new 75 inch Sony TV on the wall with an advanced tilt wall mount. Equipment plate on the back of the TV will hold a Microsoft cast device for the client to cast any needed devices to the screen wirelessly.

-TV will have 2 data and one Coax cable installed to behind the TV so the TV can be connected to the network or matrix system.

-Needed conduit for the low voltage in the floor will allow 2 Data/phone connections to the table.

Items	Sell Price	Qty	Total
 Sony KD-75X85K X85K 4K HDR LED TV with smart Google TV (2023)	\$1,750.00	x1	\$1,750.00
 Sanus VDLT16-B1 Large Advanced Tilting Mount	\$170.00	x1	\$170.00
 Sanus SASP1 Streaming Device Panel for most small devices up to 3 lbs	\$25.00	x1	\$25.00
 4K HDMI Standard 35ft 4K HDMI cable 35 Foot 4K HDMI cables	\$75.00	x1	\$75.00
 Microsoft Microsoft 4K wireless display Microsoft 4k Wireless Display Adapter - Black. Compatible with 4K TVs	\$75.00	x1	\$75.00







Items	Sell Price	Qty	Total
 Labor TV Wall Mount 55 inch or larger 2 techs	\$325.00	x1	\$325.00




Conference room Total : \$2,420.00

Court room table monitors and adjustable arm mounts

Install of 5 monitors to the court room fixed table. Holes will need drilled into the cables for the sire to be fed into the arms of the mounts.

Mounts are on hydraulics that will give the option to move the monitors up or down depending on where the customer wants them to e located for each location.

Items	Sell Price	Qty	Total
 Ergotron 45-475-224 HX Desk Monitor Arm (matte black) <i>Mounting arm comes in white, black or chrome.</i>	\$390.00	x7	\$2,730.00
 Dell P2222H Dell 22 Monitor - P2222H - Full HD 1080p, IPS Technology with rear mounting hardware <i>22 inch HD monitor for display option</i>	\$325.00	x7	\$2,275.00
 Dell P2018H Dell P2018H 20" LED-Backlit LCD Monitor, Black <i>20 inch HD monitor for display option</i>	\$295.00	x0	\$0.00
 Binary B-230-HDSPLTR-1x2 Binary 1x2 HDMI Splitter & Clock Stretcher, Supports 3D and Deep Color	\$95.00	x2	\$190.00
 Dynamix CG80BK 80mm Desk Grommet BLACK	\$7.50	x7	\$52.50
 Binary B6-4K-3 Binary B6 Certified Premium High Speed HDMI Cables with Ethernet - 3M	\$55.00	x1	\$55.00

Items	Sell Price	Qty	Total
 Binary B6-4K-3 Description: These high-bandwidth B6 HDMI cables support Ultra HD 4K @ 60Hz 4:4:4, plus, all lengths now transmit 18Gbps of bandwidth for your advanced video format needs. Theyre ready out of the box for High Dynamic Range (HDR), wide color gamut, Dolby ATMOS, and more. Intense quality testing also enabled these cables with swift bandwidth delivery for the most recent HDMI specification (HDMI 2.0B) and allows your customers to stream high-resolution video, audio, data, and more to any type of system. <i>HDMI feeds between the matrix and HDMI balens and then to the TVs</i>	\$38.00	x7	\$266.00
 Misc. materials Materials Misc. small parts, screws, clips and RJ45s	\$65.00	x1	\$65.00
 Labor Tech Labor to install table monitor and mount with wire management	\$225.00	x7	\$1,575.00




Court room table monitors and adjustable arm mounts Total : \$7,208.50






85 inch TV move and install from ceiling pole mount

existing Sony 85inch TV that is currently mounted to the front of the room will be relocated to the north wall where the glass will be located into the conference room.

The TV will be ceiling mounted using a pole mount and all wire will be ran into the pole down to the TV so it will be hidden.

-Electrical outlet will need to be installed in the ceiling next to where the TV will be mounted.




Items	Sell Price	Qty	Total
 Strong SM-CEILING-T-L Strong Ceiling Mount with 1-" NPT - 37-70" Displays	\$425.00	x1	\$425.00
 Sanus SASP1 Streaming Device Panel for most small devices up to 3 lbs	\$25.00	x1	\$25.00
 Strong SM-FIXPOLE-36-BLK Strong Fixed Extension Pole for Ceiling Mounts - 36" (Black)	\$70.00	x0	\$0.00






Items	Sell Price	Qty	Total
 Strong SM-FIXPOLE-24-BLK Strong Fixed Extension Pole for Ceiling Mounts - 24" (Black)	\$60.00	x1	\$60.00
 Fiber HDMI 50Ft 60Hz Fiber HDMI 50 Foot 4K Fiber HDMI cable	\$125.00	x1	\$125.00
 Fiber 4K HDMI 100ft Fiber HDMI 100 Foot 4K Fiber optic HDMI cable	\$175.00	x0	\$0.00
 Misc. materials Materials Misc. small parts, screws, clips and RJ45s <i>Above ceiling mounting hardware if needed like Unistrut nuts and bolts</i>	\$175.00	x1	\$175.00
 Labor Installation of ceiling mounted TV <i>2 techs needed to install the HDMI, and TV mounting hardware 4 total hours.</i>	\$850.00	x1	\$850.00

85 inch TV move and install from ceiling pole mount Total : \$1,660.00

Control system for changing display screens to different images.

Optional control system if the site would like to have an option for a wall mounted touch screen for managing the video matrix to different displays in the room.

Items	Sell Price	Qty	Total
 Control4 C4-EA3-V2 Control4 EA-3 Entertainment and Automation Controller V2	\$1,250.00	x0	\$0.00
 Control4 C4-EA3RMK1-BL 1U Rack-Mount Kit, Single EA-3 Controller	\$75.00	x0	\$0.00
 Control4 C4-4Sight-E 1 Year 4Sight Subscription Kit	\$125.00	x0	\$0.00

Items	Sell Price	Qty	Total
 Control4 C4-TT7-1-BL Control4 T3 Series 7" Tabletop Touch Screen (Black)	\$950.00	x0	\$0.00
 Control4 C4-T4IW10-BL Control4 T4 Series 10 In-Wall Touchscreen (Black)	\$1,500.00	x0	\$0.00
 Labor In wall install of touch screen	\$150.00	x0	\$0.00
 Control4 C4-RWB57C-P Retrofit - In-Wall Touch Screen Back Box (Plastic)	\$15.00	x0	\$0.00
 Labor install and Program Control4 custom buttons on keypad	\$225.00	x0	\$0.00



Control system for changing display screens to different images. Total : \$0.00






in ceiling speaker installation with 70 volt speakers

install a total of 12 new 6 inch in ceiling speakers that will replace the current 6 8 ohm speakers.

New speakers will have all new wire ran back to the A/V closet and a volume control that will be installed next to the door into the closet.



-New volume control will be installed on the wall next to the door to the A/V closet to adjust the speaker volume as needed.




Items	Sell Price	Qty	Total
 Origin Acoustics D61T-6 70v/100v/8ohm 6 1/2" Two-Way Loudspeaker. Silk Tweeter, Poly/Rubber Woofer, Tool-less Installation. (Pack of 6) <i>12 total in ceiling speakers that are 70 volt speakers to replace the ones in the ceiling currently that are NOT 70 volt</i>	\$1,500.00	x2	\$3,000.00
 Episode ES-TILEBRIDGE Episode In-Ceiling Tile Bridge	\$25.00	x12	\$300.00

Items	Sell Price	Qty	Total
 Episode EA-MR-COMM-RVC-100 Episode Commercial 70V Rotary Volume Control (100 Watt)	\$75.00	x1	\$75.00
 Arlington LV1 Arlington Industries Retrofit Style Low Voltage Single gang mounting bracket	\$3.50	x1	\$3.50
 Wirepath NST-162-500-WH 16/2 65-Strand CL3-Rated Speaker Wire - 500 Ft. Nest in Box (White)	\$225.00	x1	\$225.00
 Misc Materials Misc Material Screws, Clips, Zip ties, patch cables	\$150.00	x1	\$150.00
 Labor Hourly Labor Per tech	\$95.00	x18	\$1,710.00

in ceiling speaker installation with 70 volt speakers Total : \$5,463.50

Conference room and court room data infrastructure to IT room

Items	Sell Price	Qty	Total
 Wirepath WP-CAT6-RJ45-BL Cat 6 UTP Keystone Jack 90 Degree with IDC Cap (Blue)	\$7.50	x36	\$270.00
 Wirepath WP-CAT6-RJ45-WH Cat 6 UTP Keystone Jack 90 Degree with IDC Cap (White)	\$7.50	x36	\$270.00




Items	Sell Price	Qty	Total
 Comm Cables Cat6 Plenum White Cat6 plenum rated cable 1000ft Pro pull Box	\$450.00	x4	\$1,800.00
 AllComm Cat6 Plenum Rated Blue Cat6 Plenum Rated Data cable Plenum Space rated	\$450.00	x4	\$1,800.00
 Labor Install 2 cat6 lines from rack location or main network to requested location	\$190.00	x20	\$3,800.00

Conference room and court room data infrastructure to IT room Total : \$7,940.00

Current camera equipment relocate or add.

1 new Dome Hikvision camera added to the system installed in the hallway by the elevator.

2 cameras will need to be taken down and then relocated after the new walls get installed.

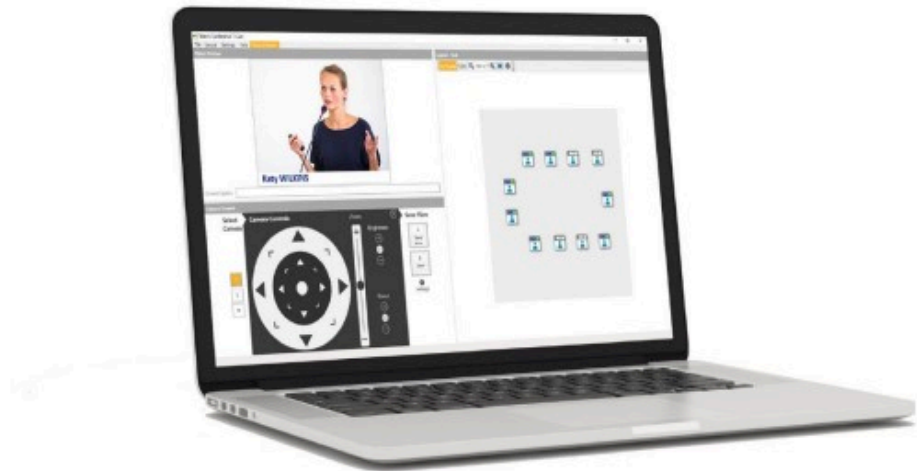
Items	Sell Price	Qty	Total
 NSC OEM NSC324-TD2.8 4MP vandal Dome camera with 2.8mm lens 100ft IR	\$225.00	x1	\$225.00
 Wirepath NST-CAT5E-1000-WHT Cat 5e Unshielded 24/4 Solid CMG-Rated Wire 1000 Ft. Nest in Box (White)	\$175.00	x1	\$175.00
 Labor Hourly Labor Per tech	\$95.00	x7	\$665.00

Current camera equipment relocate or add. Total : \$1,065.00

Televic Mic and video System equipment and installation

SUCCESS WITH T-CAM AUTOMATIC CAMERA TRACKING

APPLICATION NOTE



Concept

No Dedicated Programming Required

The T-Cam Camera Tracking package is a complete and out-of-the box solution for conference camera tracking.

The T-Cam package comes with:

- › Video switcher: Black Magic ATEM TV Studio HD
- › 2 Cameras: IP-CAM 50
- › Capture card: Blackmagic Decklink Mini Recorder (optional use)
- › Camera interconnection cables: VC-AC06 and 2 VC-AC07 (optional use)
- › BlackMagic Micro Converter SDI to HDMI (optional use)
- › T-Cam Software: PC software with license for control of 2 cameras

The system allows for direct installation, configuration and integration of a camera tracking system with any of the Televic Conference systems. The T-Cam solution can control up to 4 3G-SDI cameras.

While the T-Cam system does not require any external programming and can be fully automatic, there are several aspects that need to be considered to ensure we meet the customer's expectations. This document will address those items.

Requirements

PC Requirements

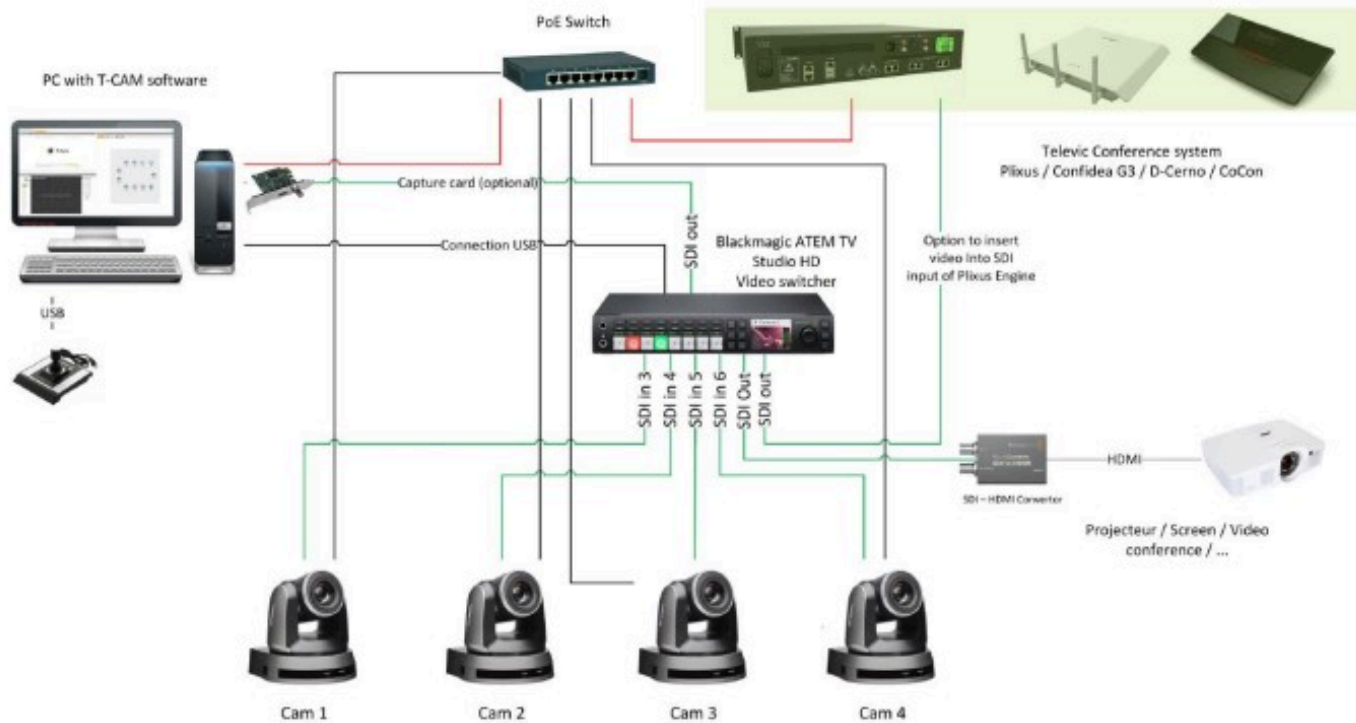
- › The ideal PC type is a desktop with 1 available PCIe slot. (E.g. Dell OptiPlex 7020).
- › Operation on a laptop is also possible, but the capture card to bring the video into the T-Cam software for local monitoring cannot be used.
- › Windows 10 operating system.
- › Processor: Intel i5 2 GHz or higher
- › RAM: minimum 4 GB
- › Free disk space: minimum 10 GB
- › Network connectivity: at least 100 Mb/s
- › A USB to serial convertor is required when the laptop has no serial connection (RS-232 port).
- › The T-Cam software can run on the same PC as the CoCon Room Server.

Licensing

The license to operate the T-Cam is included as part of the T-Cam package (2 cameras). The license is associated with the PC where the T-Cam software is installed. To obtain the license please contact Televic support with the **MAC address of the PC where T-Cam is to be installed.**

If it is desired to perform some pre-setup prior to obtaining the final PC, Televic can also provide a short-term license to be used on the temporary PC.

Typical Design



Key Aspects

- › Up to 4 cameras can be used.
- › The cameras can be powered by PoE.
- › Desktop PC with Capture Card is required only if it is desired to view the video on that PC.
- › While the cameras do have an HDMI output, the overall design requires the use of the SDI connection between the camera and video switcher.
- › The ATEM video switcher only delivers the **program video** via SDI outputs. If HDMI is needed, the SDI to HDMI converter should be used.
- › All cameras must have the same resolution and must match the resolution of the video switcher, capture card and settings within the T-Cam software.
- › The system does allow for secondary camera views (presets) to prevent the final production video from showing the camera as it is moving to the next preset.
- › The system also allows for a single wide shot to be used when all mics are off.

Constraints for Consideration

- › **T-Cam does not provide any form of split screen or picture-in-picture.**

- › **It is advised to limit the system to only allow for 1 active mic at a time.**
 - By nature of the automatic tracking which is based on the activation of a microphone (press of the speak button), the cameras will always and **only show the last microphone to become active**. This presents a challenge when allowing more than 1 mic to be open at a time. If 2 or more mics are open at the same time, the system will not intuitively know who is actually speaking and the final video will at times show the wrong person.

- › **It is recommended to have a dedicated camera operator.**
 - If it is not feasible to limit the allowed open mics to 1, it is highly recommended to have a dedicated camera operator throughout the meeting.
 - While the system will still be automatic, the operator will be able to at any time change the camera view to the correct person by a single click of the mouse.
 - By adding a physical joystick (not included) or using the virtual joystick within the T-Cam software, the operator can force the cameras to any view beyond the normal predetermined presets.
 - Additionally, automatic camera movement can be temporarily disabled if it's desired for the camera shot to remain stationary for an extended time.

- › **If the limitation of 1 open microphone or providing a camera operator cannot be met, the production quality may not be suitable for the client.**

- › **The system allows for only 1 predetermined "wideshot".**
 - A wideshot can be triggered when all microphones have been deactivated.
 - It is not currently possible to set an automatic semi-wideshot when 2 or more mics are activated. Although, it is possible for an operator to easily recall a semi wide-shot with a single click in the T-Cam software.

Televic Conference US
4620 Northgate Blvd Suite 120
Sacramento, Ca 95834

DATE	ESTIMATE #
7/21/2022	3713

BILL TO
Jason Parmley Next Step Communications 17697 Margil Rd Mead, CO 80542 USA

SHIP TO
Jason Parmley Next Step Communications 17697 Margil Rd Mead, CO 80542 USA nextstepbids@gmail.com 3038349486

Item	Description	Qty	Unit Price	Total
Plixus AE-R 71.98.2902	The Plixus Audio Engine with recording capabilities is a 19" rack mountable device that provides all the processing and signal handling required for an audio only system. One power supply included. Optional second power supply for system with more than 40 units or for power redundancy. **Due to the on going electronics component crises, we have been forced to temporarily increase the price of this item \$243. The expiration of this price increase is unknown at this time.**	1	\$4,184.62	\$4,184.62
Confidea FLEX 71.98.0131	The (wired) Confidea FLEX is a touch enabled tabletop conference unit including: - Multifunctional button for delegate, chairman and dual use - Screw lock microphone connector - Loudspeaker - 5,2" capacitive touch screen - Tactile reference - Haptic feedback - Anti-fingerprint coating - NFC card reader - 2 x Headphone connector	16	\$970.00	\$15,520.00
D-Mic 40SL 71.98.0054	GSM immune gooseneck microphone of 40 cm with screwlock. Bi-colour led ring indication (red / green). Windscreen included.	3	\$175.00	\$525.00
Confero 360 License 71.98.3000	Unlock browser interface features for voting, synoptic view, discussion options and more.	1	\$3,200.00	\$3,200.00
Confidea FLEX L-VT 71.98.1401	License to activate voting functionality on Confidea FLEX units	7	\$105.00	\$735.00








8 Hour - Support Block (MSRP) 99.06.0008	8 hour support block for phone support and/or remote PC control. Can be use as needed in 1-hour increments. Remains valid for 3 years.	1	\$1,700.00	\$1,700.00
OPTIONAL		0	\$0.00	\$0.00
T-CAM Package 71.98.1303	Camera tracking solution compatible with Plixus, Confidea G3 and D-Cerno systems. Consists of following items: - 2 full HD cameras - Video switcher - Video capture card (Only for preview. If used, desktop PC with PCI slot required!) - Camera tracking software + license for two cameras - Converter cables SDI cables or ethernet cables not included	1	\$13,700.00	\$13,700.00
TTC (MSRP) 99.06.0003	On-Site Training & Commissioning. *****3 WEEKS NOTICE IS REQUIRED TO SCHEDULE ON SITE TRAINING***** A member of Televic will travel to the location of a new system installation to confirm proper configuration and operation. **Includes Travel Expenses** Additionally, a full training will be provided to the end user allowing for a smooth hand-off with minimal downtime.	1	\$3,500.00	\$3,500.00
			TOTAL	\$43,064.62

Reusing D-MIC40SL from current system.

*** All Televic equipment requires the use of SHIELDED Cat5e or better cable. ***

*This quote is valid for sixty (60) days and does not include sales tax, GST, shipping or installation.
All transactions are in U.S. dollars (USD) and are shipped FOB from Sacramento, CA, USA.*

Televic US Corp • 4620 Northgate Blvd., Suite 120 • Sacramento, CA 95834 • 202.558.7006

Items	Sell Price	Qty	Total
 Televic MSRP Estimate MSRP quote for project quoted for the equipment and training	\$43,064.62	x1	\$43,064.62
 Wirepath WP-BPP-24 Rack Mount 24-port Blank Patch Panel (Black)	\$70.00	x1	\$70.00
 Structured Cable CAT6A-SH-JACK-WT Products (SCP) CAT6A SHIELDED10GBASET RJ45 KEYSTONE JACK- 8P8C- FULL SHIELD-WHITE CLIP	\$15.00	x42	\$630.00
 Star Tech Cat6A 3Ft patch cables 3ft CAT6a Ethernet Cable - 10 Gigabit Shielded Snagless RJ45 100W PoE Patch Cord	\$8.50	x16	\$136.00
 Star Tech 6ft Cat6A patch cable 6ft CAT6a Ethernet Cable - 10 Gigabit Shielded Snagless RJ45 100W PoE Patch Cord	\$10.50	x16	\$168.00
 ICE Cable Cat 6A/Shielded/Blue 23awg, 4 Pr, Solid, Shielded, 10 Gig Ethernet, 500mhz, HDBaseT Certified <i>Shielded Cable for the Televic mic system</i>	\$650.00	x3	\$1,950.00
 Labor Hourly Labor Per tech <i>2 techs to rough wire terminate setup and test the system</i>	\$95.00	x36	\$3,420.00

Televic Mic and video System equipment and installation Total : \$49,438.62

Monthly Platinum Customer Club

Platinum Customer Club is a service that offers a 24/7 on call tech that is available to assist our customers with any questions or problems with any of the systems installed on the site. This is a special phone number that is only given to members and is posted on a Blue sticker installed to the equipment rack installed on site. This number is also included with the welcome email that is sent to the owner at the turn over of the systems to the owner or site manager. This information will also include all of the passwords and information for the systems installed for the site.

Mead PSA (Next Step Communications, LLC)

Project/Services Name: Mead Town Hall Meeting Room Renovation

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-Tier ONE includes 24/7 phone support as normal business hours are 8-5 Monday through Friday so staff can call on evenings and weekends for any needed help.

-Tier one also includes up to 4 service calls or (truck Rolls) to the site if any equipment needs attention or if something can not be addressed over the phone.

-System firmware or updates are done on the equipment once a month after hours as to not take the systems down during business hours.

Tier TWO and THREE include additional truck rolls for the year advanced truck rolls to the site within 24 hours as well as discounts on any additional equipment purchases for the site or out of warranty equipment replacements.

Items	Sell Price	Qty	Total
 <p>Labor Monthly Platinum Customer Club Tier Two</p> <p><i>24/7 Phone Tech Support- 8 truck roll service calls included a year- Premium Phone number Access- Priority Truck roll within 72 hours</i></p>	\$100.00	x0	\$0.00
 <p>Labor Monthly Platinum Customer Club Tier Three</p> <p><i>Up to 4 cameras set up and onsite self monitoring notifications 24/7 Phone Tech Support- 12 Truck roll service calls or adjustments a year- Premium Phone Number- 10% off Future Equipment Purchase- Premium Truck roll within 24-48 hours</i></p>	\$200.00	x0	\$0.00

Monthly Platinum Customer Club Total : \$0.00

Financial Summary

Parts	\$78,254.12
Parts Total	\$78,254.12
Labor Total	\$15,350.00
Subtotal	\$93,604.12

Proposal Total \$93,604.12

Payments

Payment Schedule

The equipment total amount is due so we can get all equipment ordered and lock the project in on our schedule for the install date that has been agreed upon with both parties. Final amount due due upon completion of the project as quoted no later than 30 days unless noted in writing.

-Any additional requests for equipment, labor and or materials that are not part of the estimate above may be done as a separate change order or the final invoicing will be adjusted. Late additions may or may not be completed at the same time as the original installation depending on the labor/materials and equipment of the request needed.

3% credit card processing fee on all credit card transactions for equipment/project deposits and or final payments over \$500.

Bank checking ACH transfers do not charge any fees done through Quick books option on invoice. (same as a check payment)

We do not take credit card payments over the phone for security and privacy reasons, all payments need to be done through Quickbooks invoicing please.

Any payments **NOT** received after 30 days from completion/invoicing date for final will start to occur late fees. Any payments on final balance due after 90 days without any written explanation to make payment arrangements will be turned over to collections.

-Any Platinum Customer Club service agreements will be billed on a monthly basis and if not paid by the next billing cycle, will start to occur a 10% per month fee. If the membership has gone over 3 months without payment the membership will be terminated and any service calls and or discounts will be charged plus truck roll fees for the time that would have been covered under the membership.

Questions on payment options and or invoicing Please contact our business manager for assistance.

Next Step Communications LLC.

Shannon Parmley

720-378-0908

Nextstepsparmley@gmail.com

Project Terms

All Labor, materials and equipment supplied by Next Step Communications is warranted for 1 full year from the installation date unless otherwise noted. Any equipment and or system installation that has been changed from the original configuration can void the equipment's warranty if it is found to have caused damage or operation failure.

-Cancellation of installation of the project after the deposit has been made and equipment has been ordered will have a 30% restocking fee removed from the deposit amount and then remaining balance returned to the customer.

-If customer that has cancelled a previous installation re books the same installation as quoted within 30 days of cancellation Next Step will refund 25% of the fee amount and apply it back to the project and get the customer back on the schedule for installation.

-Depending on the type of monitoring be it self or 3rd part monitoring Next Step is not reliable for any damage or false notifications for sites as Next Step does not do any of the monitoring for the cameras or alarm systems at any sites.

-Contracts for off site monitoring are done on a yearly basis and billed on a monthly basis not to Next Step communications but a third party
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Project/Services Name: Mead Town Hall Meeting Room Renovation Form Rev. 03/21/2023

service.

-Self onsite monitoring is the responsibility of the management or staff to react and or report any activity that needs attention.

Additional advanced 24/7 tech support for after hours and or weekends with our on call service is also available. This service comes with a separate high priority phone number and is reserved for our Preferred Platinum Customer Club.

This service is an optional monthly opportunity that offers Next Step professional on call services to paying customers that want to have our top notch services available to them 24/7 day or night and weekends. This program insures you the piece of mind knowing that someone is **available to you or your staff 24/7.**

Some of the other great advantages it offers on top of our already great customer service:

Depending on the service tier you choose 1,2 or 3.

- Up to 1 free site visit or service call per month at no additional charge with up to 2 hours to tighten up or trouble shoot something that needs addressed. Or just for help with new equipment given to you by your service provider or purchased and want to connect it to the systems in place or needed changes to the configuration.

-Up to 10% off all equipment purchased through Next Step for future additions and or upgrades to the homes systems.

-Needed system firmware updates onsite or offsite, checkups, equipment cleaning or setting up any additional advanced features.

-Within 24 hour truck roll to the site to fix any requests that can not be resolved over the phone with the on call tech (includes weekends).

-A typical minimum service truck roll includes up 2 hours on site normally a \$190 fee one free per month is included in our Platinum Customer Club Program depending on the package you are signed up for.

The Platinum Preferred Customer plan is at the bottom of your estimate and has 3 tiers depending on the coverage you feel would best fit your needs. like to enroll in this service please let me know as it will save you up to 10% on the quoted project equipment. We look forward to working with you on your project and taking your home to the Next Step.

If interested in our Platinum Customer club and want more information let us know we would love to make sure you receive the next Level of service you are looking for on top of our already great customer service.