



Proposal:

Audio Visual Solutions

Proposal No. 138792 v.2

3/8/2022

Prepared For

Ryan Field

City of Star

Prepared By

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Neurilink

Project Overview

SCOPE OF WORK

Council Chambers Video Upgrade:

The projector will be taken down and replaced with a ceiling mounted Newline 98" display. The Smartboard on the east wall will be taken down and replaced with a Newline 85" display. Current connections will be maintained except for a new control line that will need to be run to the 85" from the rack. The current DMPS3-150 will be replaced with a DMPS3-4k-350. This will allow for more available outputs to properly connect to displays. A new Aver TR-331 auto tracking camera will be ceiling mounted in the chambers. USB will be run back to the zoom PC with an Icron Raven extender. Existing camera will be relocated to the front wall of the room for providing an audience facing view.

Addition of a new Blackmagic video production switcher will allow both cameras to be used simultaneously, via DVE picture-in-picture processing, during Zoom meetings. Additional Blackmagic production software is included and will be required to set up and manage the production switcher. Video switcher will need an owner furnished monitor and desk workstation with Power and Data.

Existing smaller monitor will be removed and new 65" display will be installed near the back of the room on the left side.

Lobby:

A Newline 85" display will be wall mounted in the lobby with a Crestron soundbar mounted below. The display will be turned on or off from the existing touch panel.

CUSTOMER FURNISHED EQUIPMENT

- All items designated as "OFE" are to be owner furnished equipment.

Price Summary

Council Chambers Video	
Product	\$ 36,561.24
Miscellaneous Materials	\$ 1,601.29
Materials Subtotal	\$ 38,162.53
Services Subtotal	\$ 10,881.40
Elite Support 1-yr	\$ 1,960.00
Freight	\$ 1,125.00
Pretax Total	\$ 52,128.93
Tax	\$ -
Total	\$ 52,128.93

Exclusions

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

- Any necessary ceiling modifications for the projector and screen including T-Bar refinishing
- Ceiling tile replacement and or repair
- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Pre/Post Tensioned Ceilings/ Floors identification
- All millwork (moldings, trim, cut outs, etc.)
- Furniture modifications (table cuts, credenza cuts, etc.)
- Painting and patching

Client Responsibilities

- **Site Access.** Client to provide all required permits, passes or identification procedures for Neurilink personnel to gain site access.
- **Building Access.** There is ready access to the building / facility and the room(s) for equipment and materials.
- **Network.** All Network configurations including IP addresses, where needed, are to be provided, operational and functional before system commissioning. Neurilink will not be responsible for testing the LAN connections.
- **Secure Storage & Ownership.** Client shall take possession and responsibility of all equipment upon delivery and acceptance. Any loss due to theft or vandalism is the Client's responsibility and shall be replaced at the Client's expense. Neurilink is not liable for storage of the products once they have been delivered to the Client Location.
- **Drop Ship.** Should equipment be sent directly to the customer location the equipment is FOB Destination and Client is responsible for acceptance and storage of all drop shipped equipment.
- **AC Power.** All AC power, including power cabling, equipment, receptacles, floor boxes, risers, conduit between risers, raceways, etc., will be furnished, installed, and made available at the required locations by others. Neurilink does not install any high-voltage wiring and; therefore, cannot install, connect, repair or add electrical outlets.
- **Ceiling Tiles.** Replacement ceiling tiles are the responsibility of the client.
- **Pre/Post-Tensioned Ceilings/Floors.** Client shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation to Company. Client is responsible for any required x-rays of areas in which installation shall take place.
- **Floor Penetrations.** Installation of any box, poke-thru, core/wire path, or other devices requiring modification of floor surface that are required for cable path.
- **Finishes.** Any installation, repair, patch, paint, re-texturing or trimming of walls, ceilings and/or finish carpentry is to be performed by others and is the Client's responsibility.
- **Parking.** Client will provide adequate parking for Company vehicle(s) in a location conducive to access the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, client will validate the parking fees for Company vehicle(s).
- **Training.** Scheduling all necessary employees for system training.

Assumptions

- **Owner-Furnished Equipment (OFE).** Any owner furnished equipment shall be available for testing of system audio/video connections and will integrate with the purchased equipment and system(s). Any owner-furnished equipment shall be in good working order. Cost to repair or replace defective equipment shall be in addition to the proposed cost herein. If during the installation process such hardware/wiring is found to be defective, it is understood that the completion date of the project may be affected, and a Change Order may be required to overcome the complication(s) created by such defects.
 - **Consumer Displays.** If consumer grade flat panel displays (TVs) are specified by the end user as part of the integration project and they prove to be defective or incompatible with the proposed system, a change order may be issued to correct the problem. Please note using consumer displays in a commercial environment may void or reduce manufacturer warranties.
- **Staffing.** This proposal is based on a continuous work cycle, with no delays, performed during normal working hours. Monday through Friday, excluding company holidays. Any work performed outside normal business hours may incur additional costs.
- **Firmware.** Manufacturer equipment latest firmware updates will be performed during the course of the installation. No Manufacturer firmware will be incorporated after Substantial Completion (equipment/room available for Client's functional use) has been achieved. Further firmware updates are the Client's responsibility, unless covered under a Service Agreement, or Neurilink can be contracted on a time and materials basis to perform further updates. It should be noted that a firmware update on one piece of equipment may require other items to be updated in order to maintain system integrity and optimum functionality.
- **Documentation & Drawings.** Neurilink will provide a thumb drive with operation manuals, warranty documents, system schematics and wiring diagrams in Adobe Acrobat (PDF) format upon completion of project, when requested by client.

Amendments of Design or Contract

- Any changes made to the Scope will require a Change Order, executed by an authorized signatory of the Client.
- It is understood by the Client that any changes made may affect delivery timetables and work schedules.
- Any Equipment that has been ordered for a project that falls within the Scope and is not used as a result of any Client changes to the design or refused by the Client at the time of delivery are subject to a minimum of 20% restocking fees, plus any incurred freight charges. For the avoidance of doubt, it is understood that some equipment is custom and cannot be returned and Company reserves the right to designate Equipment as non-returnable.

Appendix 1

Council Chambers Video	
Owner Furnished Equipment: PoE Capable LAN @ Rack Location	1.00
Owner Furnished Equipment: VoIP Drop @ Rack Location	1.00
Owner Furnished Equipment: 15A 120VAC duplex @ Rack Location	1.00
Owner Furnished Equipment: Dias	1.00
Owner Furnished Equipment: Display - Need Manufacturer	1.00
Owner Furnished Equipment: PTZ Camera	1.00
Owner Furnished Equipment: Equipment Rack	1.00
Newline 98" Non-Touch LED Display, 4K, OPS Capable	1.00
Chief FUSION™ X-Large Single Pole Flat Panel Ceiling Mounts	1.00
Chief 5-7' Adjustable Extension Column	1.00
Chief 8" (203 mm) Ceiling Plate	1.00
Newline 85" Non-Touch LED Display, 4K, OPS Capable	2.00
Chief X-Large FUSION Micro-Adjustable Tilt Wall Mount	2.00
Newline 65" Non-Touch LED Display, 4K, OPS Capable	1.00
Chief Medium THINSTALL Dual Swing Arm Wall Display Mount - 25" Extension	1.00
WattBox™ Mounted Power Cond, 4 Outlet	4.00
Saros Sound Bar 200, Powered, Black	1.00
Chief Universal Soundbar Mount	1.00
AVer TR331 30x Auto Tracking PTZ Camera 1080P 30fps SDI HDMI USB Streaming	1.00
AVer Camera Ceiling Mount for PTZ Series, TR311HN/TR311/TR313/313V2/TR33	1.00
Icron USB Raven 3104	1.00
Blackmagic ATEM Mini Pro HDMI Video Production Switcher Live Streaming	1.00
Crestron 3-Series® 4K DigitalMedia™ Presentation System 350	1.00
Crestron High-Efficiency Power Pack	1.00
Crestron 4K DigitalMedia Receiver & Room Controller w/Scaler	1.00
Control Port Expansion Module	1.00
Middle Atlantic 9 Outlet, 15A, Rackmount Powercenter	1.00
Cat 6 Wire, White, Shielded, Plenum, White, 23-4	800.00

Extron Shielded Cat6-RJ45 Plug Extron XTP DTP 24 (10 pk)	2.00
16/2 Wire, White, Plenum, Unshielded	100.00
Composite 22 AWG 1 pr shield & 18 AWG 2 cond- Plenum	40.00
Windy City Wire 22/2 Control Wire- White	300.00
Wirepath Cat6 5ft Ethernet Patch Cable (Black)	4.00
DB9-M to DB9-F, 6ft	4.00
Arlington™ Single Gang Low Voltage Retrofit Mounting Bracket (10/Box)	1.00
Wirepath Decorative Single Gang Wall Plate (White)	4.00
Brush Plate, 1-gang, White	4.00

Terms & Conditions

THIS AGREEMENT ("AGREEMENT") CONTAINS THE TERMS THAT ALLOW YOU ("CUSTOMER") TO USE THE SERVICES AND/OR EQUIPMENT TO BE PROVIDED BY NEURILINK, LLC., with principal place of business at 12586 W Bridger Street, Suite 100, Boise, ID ("COMPANY"). Customer agrees that these terms represent, and Customer is entering into a legally binding agreement. Customer represents to Company that it is lawfully able to enter into contracts.

GENERAL TERMS AND CONDITIONS

1. Definitions.

- a. "Customer Locations" mean all Customer locations receiving Equipment or Services under the terms and conditions of this Agreement, including any new Customer Locations that receive Services or Equipment during the Term.
- b. "Documentation" means user guides, plans, manuals, or any other materials prepared by Company, whether in printed or electronic format, which instruct or otherwise support Customer on the use of the Equipment or Services.
- c. "Equipment" means any physical asset or piece of hardware that has material existence, provided by the Company to Customer for use in Customer Locations.
- d. "Services" mean all subscriptions, software, labor, applications, information, and processes.
- e. "Authorized Signatory" means an employee of the Customer that has the authority to approve and execute Agreements on behalf of the Customer's legal business entity.
- f. "Scope" means the documentation, set forth in the Proposal that itemizes specific project(s) goals that includes at a minimum the Equipment and/or Services to be provided, the fees associated with completion of said project(s), the timeline to complete said project(s), and the features and functionality of the Equipment and Services.

g. "Proposal" is a document that defines a project(s) with Scope, Equipment and Services to be provided to Customer and establishes the fees associated with completion of said project(s).

h. "After Hours" are defined as Saturday and Sunday, and those hours before 8:00 am and after 5:00 pm Monday through Friday, including Federally recognized holidays.

i. "Change Order" is defined as a revision(s) to an existing Scope. Change Orders will include, at a minimum, a description of the change, a fee or fee structure for the change, any schedule adjustments, a signature block to be completed by an Authorized Signatory and a date of the execution of the Change Order. Change Orders may or may not change the total project fees.

j. "Warranty Period" is the period of time that warrant no-charge return visits, service calls, repair, replacement or substitution of Services or Equipment.

k. "Substantial Completion Form" is a form requiring execution from an Authorized Signatory of the Customer, that affirms completion of the Scope to a degree that allows for use of a substantial portion of Equipment or Services.

l. "Effective Date" is the last date of execution by either a Customer Authorized Signatory or Company Authorized Signatory.

m. "Service Ticket" means a documented service request marked with a time stamp that requests Company assistance and provides affirmation of issue resolution.

2. **Workmanship.** All work performed by Company shall be in accordance with best practices. Company shall take all necessary precautions to ensure the safety, security, integrity, and quality of all work performed, including but not limited to engineering, design, and project management.

3. **Term.** This Agreement shall commence on the Effective Date of the Proposal(s) as executed by an Authorized Signatory and shall terminate upon the date that all obligations of the parties have been satisfied, up to and including, full payment for Services and Equipment as described in the Scope, and Change Orders, if applicable. Final acceptance of Scope completion will be executed via the Substantial Completion Form.

4. **Termination.** This Agreement may be terminated upon 30-day written notice with the mutual written consent of both parties, which shall not be unreasonably withheld, or if there has been a material breach of the terms of this Agreement. If a breach occurs then the breaching party will comply with the terms provided in Section 21, Default; Remedy.

5. **Effect of Termination.** In the event of a termination of the Agreement both parties agree that there will be no further force or effect, however, any termination regardless of timing, will not relieve the Customer for any fees for Equipment or Services already provided, any past due invoices, or other agreed upon fees.

All provisions of this Agreement which may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement. For avoidance of doubt, the Warranty Period and Equipment Warranty will survive the termination of this agreement in accordance with Section 7 and 8.

6. **Delays.** Company will use reasonable efforts to deliver all Services and Equipment as defined by the Scope to Customer. In the event of a delay, Company will advise Customer as soon as possible of a new date for performance or installation. If the timetable for installation or performance of any Services or Equipment is delayed as a result of any of the following events, then the timetable for installation or performance of the Services or Equipment will be extended for the period of time that the Services, Equipment or installation of Services or Equipment has been delayed as a result of such events: delay by Customer in the performance of Customer's responsibilities; an event of Force Majeure as described in Section 23; or in cases of a Change Order.

7. **Workmanship Warranty.** For the ninety (90) day period following the date Customer has executed, the Substantial Completion Form, hereunder (the "Warranty Period"), Company warrants to Customer that the Equipment and Services located at such Customer Location will be free from material defects in materials and/or workmanship. During the Warranty Period, Company shall maintain and service all Equipment hereunder at no additional charge to Customer (including any shipping charges related thereto), provided that such maintenance and service shall not include labor and component repairs required as a direct or indirect result of the improper or out of the ordinary use of the Equipment. During the Warranty Period, defective Equipment will be either repaired or replaced at Company's sole discretion. Any replacement Equipment, parts or products are warranted for the remainder of the original Warranty Period associated with the replaced or repaired Equipment. Customer must promptly notify Company if there is a defect in material or workmanship. Company must receive notice of all defects before expiration of the Warranty Period. After the Warranty Period for each piece of Equipment sold hereunder, Customer shall be responsible for any costs associated with repair (including any component replacement and shipping charges).

8. **Equipment Warranty.** All manufacturers' warranties are subject to their respective terms and conditions.

9. **Acceptance.** Customer acknowledges and agrees that Customer is responsible for ensuring that all Equipment and Services performed or received are accurate and meet Customer's requirements and Scope. Unless the parties agree to alternative acceptance criteria in writing, Customer will be deemed to have fully accepted all Services upon completion of the Scope and execution by an Authorized Signatory via a Substantial Completion Form.

10. **Payment Terms.** For all Services and Equipment provided hereunder, Customer shall pay Company as set forth in Proposal(s), defined by the Scope, and delivered to Customer and executed by an Authorized Signatory. Customer shall pay for expenses related to shipping, Services, and Equipment to the Customer Locations. All invoices will be due net 30 unless otherwise noted.

a. Prior to the date that Customer first receives Services or Equipment, Customer shall pay to Company a deposit equal to the fifty percent (50%) of the agreed upon project Scope set forth in Proposal(s) that is executed by an Authorized Signatory, prior to the start of any project, if the Scope is in excess of \$9,999. Following the completion and in-writing sign off by the Customer via the Substantial Completion Form, Customer shall be invoiced for the remaining balance which may incorporate Change Orders, cost overruns or related expenses. Shipping and freight fees will be calculated and invoiced following the completion of the project Scope.

b. If any bank or other financial institution refuses to honor any payment of Customer, Company may charge a collection fee that is the lesser of (i) \$20.00 (Twenty U.S. dollars) or (ii) the maximum amount permitted under applicable law. Customer acknowledges that this collection fee is not an interest charge, finance charge, or other such charge or payment of a similar nature and it is reasonably related to the actual expense that Company incurs due to unsatisfied payment. Customer shall pay all costs of collection, before and after judgment, including, but not limited to, court costs, and reasonable attorney fees (including those incurred in defense of any claim brought by Customer or incident to settlement or any action or proceeding involving Customer brought pursuant to the United States Bankruptcy Code).

c. In order to establish an account with Company, Customer authorizes Company to inquire into Customer's creditworthiness by checking with credit reporting agencies. If Customer is delinquent in any payment to Company, Customer also authorizes Company to report any late payment or nonpayment to credit reporting agencies. Customer must notify Company immediately of any change in Customer's name, billing or business address, e-mail address, telephone number or credit card information.

11. **Taxes.** Customer is solely responsible for payment of any taxes (including sales, use, and property taxes) resulting from the provision of the Services or Equipment, other than taxes based on the gross or net income of Company. Customer shall indemnify, defend, and hold Company, its officers, directors, and employees harmless from and against any and all claims and liabilities arising from or related to Customer's failure to report or pay such taxes.

12. **Service Visits.** If Customer requests a service visit or an on-site service unrelated to the current, existing, or unfinished Proposal, Scope or Service Ticket (either prior, during or subsequently) at a Customer Location, Customer agrees to pay the costs (including then-current labor rates) of any such visit, even if such a visit is merely diagnostic in nature.

13. **Confidentiality.** The Company and Customer acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each party shall maintain confidentiality of all such confidential information and without obtaining the written consent of the other party shall not disclose any relevant confidential information to any third parties except for information that (a) is in the public domain (other than through the receiving party's unauthorized disclosure); or (b) is under the obligation to be disclosed pursuant to the applicable law(s) or regulations or orders of the court or other government authorities. Upon termination of this Agreement all confidential material will be either destroyed or returned to the disclosing party unless said material is required and/or necessary for proper operations of the Services or Equipment.

All obligations related to this section shall survive the termination of this Agreement for a period of five (5) years.

14. **Assignment.** Either party may assign either this Agreement or any of its rights, interest, or obligations hereunder without the prior written permission of the other parties. Written notice of such assignment will be in writing and delivered no later than thirty (30) days prior to effective date of such assignment.

15. **Indemnification by Company.** Company shall indemnify, defend, and hold Customer and its officers, directors, and employees harmless from and against any and all third party claims, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys' fees and costs) incurred or suffered by Customer and arising out of or relating to (i) any material breach by Company of Company's representations and warranties, agreements and covenants contained in this Agreement solely as they relate to Company provided Services or Equipment or (ii) infringement of any United States issued patent, registered copyright, or registered trademark. Notwithstanding the foregoing, Company shall have no obligation to indemnify Customer with respect to any claims or damages arising out of or resulting from (i) any use of the Services or Equipment by Customer or any third party in violation of the terms of this Agreement; (ii) Customer's gross negligence or willful misconduct; (iii) any modifications to the Equipment by any person or entity other than Company or Company's authorized representative; (iv) any unauthorized use by Customer or any third party; (v) any use in combination with other hardware, to the extent any alleged infringement is caused by such combination.

16. **Indemnification by Customer.** Customer shall indemnify, defend, and hold Company and its officers, directors, and employees harmless from and against any and all third party claims, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys' fees and costs) incurred or suffered by Company and arising out of or relating to any breach or violation by Customer of Customer's representations, warranties, agreements or covenants contained herein.

17. Indemnification Procedures. The party claiming indemnification pursuant to this section (the "Indemnified Party") shall promptly notify the other party (the "Indemnifying Party") of any such claim of which it becomes aware and shall: (i) at the Indemnifying Party's expense, provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any such claim, (ii) at the Indemnified Party's expense, be entitled to participate in the defense of any such claim, and (iii) not settle or compromise any claim, action or allegation without the prior written consent of the Indemnifying Party. The Indemnified Party agrees that the Indemnifying Party shall have sole and exclusive control over the defense and settlement of any such third-party claim. However, the Indemnifying Party shall not acquiesce to any judgment or enter into any settlement that admits liability on the part of the Indemnified Party without the prior written consent of the Indemnified Party.

18. Waiver; Severability. The failure of either party to enforce any provision of this Agreement or to exercise any right or remedy hereunder shall not be considered to be a waiver of any such right or remedy or of any subsequent breach of this Agreement. No provision of this Agreement may be waived except by written agreement of each party. If any provision of this Agreement violates any law or becomes unenforceable, then such provision shall be deemed modified or excluded to the extent necessary so that it is no longer in violation of law or unenforceable. The remaining provisions of this Agreement shall remain binding on the parties.

19. Disclaimer of Warranties. THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN SECTION 7 & 8 ARE THE ONLY WARRANTIES MADE BY COMPANY. COMPANY EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT COMPANY HAS NOT MADE, AND CUSTOMER IS NOT RELYING ON, ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO CUSTOMER REGARDING THE VALUE OF THIS AGREEMENT OR THE SERVICES AND PRODUCTS TO CUSTOMER OR CUSTOMER'S ABILITY TO USE SUCH SERVICES OR PRODUCTS PROVIDED HEREUNDER TO ITS ADVANTAGE, PROFITABILITY OR BENEFIT. DUE TO THE COMPLEX NATURE OF HARDWARE AND SOFTWARE IN GENERAL, COMPANY DOES NOT WARRANT THAT THE SOFTWARE, SERVICES OR THE DOCUMENTATION ARE COMPLETELY ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS, OR WILL OTHERWISE MEET CUSTOMER'S NEEDS.

20. Limitation of Liability. IN NO EVENT SHALL COMPANY (OR COMPANY'S SUPPLIERS OR LICENSORS) BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS AND WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING THE PROVISION, USE OR INABILITY TO USE THE EQUIPMENT, SERVICES, OR SOFTWARE EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THE EXCLUSIVE REMEDIES STATED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

21. Default; Remedy. If either party materially breaches this Agreement for any reason, then the non-breaching party shall notify the breaching party of such breach in writing. The breaching party will have thirty (30) days from receipt of such notice to remedy the breach. If, after the thirty (30) day remedy period, the breach has not been cured, the non-breaching party, in its sole discretion and in addition to its other remedies, may terminate this Agreement. If Customer is the breaching party, Company may withhold Services or Equipment in whole or in part upon the occurrence of the breach. The breaching party shall reimburse the non-breaching party for all out-of-pocket costs and expenses incurred in connection with non-breaching party's exercise of its rights under this Agreement, including without limitation, its costs of collection and reasonable attorneys' fees and costs. Customer

acknowledges and agrees that if at any time Customer is late in the payment of any amount due to Company, (a) Company may withhold Services or Equipment to the Customer until such time as Customer pays all amounts due and owing to Company, (b) the full and regular fees associated with the Services or Equipment shall continue to accrue notwithstanding the fact that the Services and Equipment are being withheld, and (c) Company will not be obligated to provide retroactive Services once Customer pays the balance of payments due and owing to Company.

22. **Notice.** Any notices permitted or required pursuant to this Agreement shall be deemed effective if made in writing and sent via recognized postal service or digital delivery system such as email, to the Customer's Authorized Signatory and to the Company at the following address:

- a. Neurilink, LLC
Attn: Bill Smith
12586 W. Bridger Street
Suite 100
Boise, ID 83713

23. **Force Majeure.** Except for payments due from Customer to Company hereunder, neither party shall be liable for delays in performance due to causes beyond its reasonable control, including but not limited to, acts of God, acts of public enemy, acts of government or courts of law or equity, civil war, insurrection or riots, fires, floods, explosions, earthquakes, or other casualties, strikes or other labor troubles. A party so delayed shall promptly inform the other party in writing of such event and of the date by which its performance may reasonably be expected to resume.

24. **Survival.** All provisions of this Agreement which may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

25. **Hours.** All Service pricing is based on installation during the normal business hours of 8:00 am to 5:00 pm, Monday through Friday unless otherwise noted. Any work required outside these normal business hours may constitute as After Hours work or Change Order and may increase the fees of the project. It is assumed that the Customer Location(s) for which this is proposed will be available for Company's use during these hours.

26. **Revisions.** Revisions or modifications to the Scope of work defined in the Proposal(s) are subject to mutually accepted and executed Change Orders. Work related to Change Order requests will proceed following receipt of a signed authorization from the Customer to perform such work. Revisions may affect the fees charged to the Customer and/or schedule.

27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho without giving effect to the conflict of laws principles thereof.

28. Site Conditions

a. **Secure Storage & Ownership.** All Equipment is shipped FOB destination. Equipment delivered to the site is to be received and signed for by an authorized representative of the Customer and becomes the Customer's property. Customer will assume responsibility for the secure storage of all Equipment delivered to the job site.

b. **Owner-Furnished Equipment (OFE).** It is assumed that all owner-furnished equipment and/or existing wiring is in good working order. If during the installation process such hardware/wiring is found to be defective, it is understood that the completion date of the project may be affected, and a Change Order may be required to overcome the complication(s) created by such defects.

c. **AC Power.** AC power is the responsibility of the Customer. Customer will provide all necessary power outlets, junction boxes, conduit, etc. as required for the design. All power should be properly grounded.

d. **Ceiling Tiles.** Replacement ceiling tiles are the responsibility of the Customer.

e. **Pre/Post-Tensioned Ceilings/Floors.** Customer shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation to Company. Customer is responsible for any required x-rays of areas in which installation shall take place.

f. **Finishes.** Any installation, repair, patch, paint, re-texturing or trimming of walls, ceilings and/or finish carpentry is to be performed by others and is the Customer's responsibility.

g. **Parking.** Customer will provide adequate parking for Company vehicle(s) in a location conducive to our access to the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, Customer will validate the parking fees for Company vehicle(s).

29. **Restocking Fees.** Any Equipment that has been ordered for a project that falls within the Scope and is not used as a result of any Customer changes to the design or refused by the Customer at the time of delivery are subject to a minimum of 20% restocking fees, plus any incurred freight charges. Company reserves the right to designate Equipment as non-returnable.

30. **Miscellaneous.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. No amendment or modification of this agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each party. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. This Agreement is binding on and inures to the benefit of the parties and their respective successors and permitted assigns. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in this Agreement, a signed copy of this Agreement delivered by facsimile, email, DocuSign, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Project Budget	\$ 52,128.93
Date Issued	3/8/2022 This proposal expires 30 days after the date issued.
Project Commencement	50% deposit is required to begin your project. Deposits may be paid by check or ACH.
Project Location	Star City Hall 10769 W. State St. Star, ID 83669

Client:
City of Star
10769 W. State St.
Star, ID 83669

Company:
Neurilink, LLC
12586 W. Bridger St.
Ste 100
Boise, Idaho 83713

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____