

# CONTRACT

## Audio Only Stone Mountain City Hall - Proposal

### Stone Mountain City Hall

875 Main St  
Stone Mountain, GA 30083-3620 US  
(770) 498-8984

Revision: 0  
Modified: 4/9/2024

Presented By:

### Sharp Business Systems of Georgia & Alabama

1870 Mcfarland Parkway  
Suite 100  
Alpharetta, GA 30005 United States  
404-664- 8400



- A.** The general project description is contained in the attached document and related documents from herein referred to as the "Proposal".
- B.** The specific work to be performed by Contractor is the installation of the specified system as outlined in the Proposal.
- C.** The total amount to be paid by the owner for the performance (subject to additions and deductions by written change order) shall not exceed the total specified in the Proposal.
- D.** Progress payments will be made according to the payment schedule below. Equipment will not be ordered until the equipment deposit has been submitted. These times are subject to the timing of the construction and the lead times required for the ordered equipment to be delivered.
- E.** Payment is due immediately after invoicing. Unpaid balance beyond 10 days after invoicing of completed tasks as outlined in item D shall bear interest payable to Contractor at a rate of 1.5% per month simple interest.
- F.** This Proposal expires 30 days following the date stated on the top of this agreement. No work will be scheduled without a deposit plus a signed copy of this agreement. All drawings and specifications contingent on agreement and retainer.
- G.** If job is of a retro-fit/remodel nature on an existing structure, and scope of work exceeds time estimated to complete because of unforeseen circumstances, owner agrees that he/she will be back-charged at a rate of \$65 per man, per hour for all extra labor involved in completing the job.
- H.** All drawings and documentation are contingent on retainer. Since preparing a proposal requires system design & engineering by a professional Systems Integrator, only one version of the proposal will be prepared without a retainer. If a second version is required or if project is for design & documentation only, a minimum \$400 Design Retainer will be collected. This Design Retainer will cover up to three additional designs and proposals, as well as one block-diagram drawing of the system. For a \$1000 Design Retainer, client will receive up to three versions, one block diagram drawing, plus one basic cabinet audio placement and specification drawing. The retainer covers design & engineering time and is non-refundable.
- I.** Contractor reserves the right to replace proposed models in the case of obsolescence, discontinuation or unavailability with a comparable model of equal or greater value upon customer approval. Contractor will not be held responsible or liable in any way for any said product's obsolescence, discontinuation or unavailability.

## Payment Schedule

## Amount

## Due Date

100% Upon Acceptance

\$14,533.35

### 1. Contract Documents and Details

The contract documents consist of this agreement, including all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in work. Work not covered by contract documents will not be required unless it is required by reasonable inference as being necessary to produce the intended result. The costs associated with any related work or materials, including, but not limited to electrical, drywall, painting, cabinets are not included unless specifically documented in the proposal. Contractor is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.

### 2. Time

With respect to schedule completion of the tasks in section D, time is of the essence. If Contractor is delayed at any time in the progress of the work by owner change orders, fire, labor disputes, acts of God or other causes beyond Contractor's control, the completion schedule for the work or affected parts of the work shall be extended by the same amount of the time caused by the delay.

### 3. Payments and Completion

The above Payment Schedule is a guideline and approximation. Since contractor will, if possible, open, test and burn-in equipment before delivery, all components must be paid for before delivery to job site. Payments may not be withheld under any circumstances. Any disputes due to legal claims will be settled independently in good faith between the parties. Final payment shall be due immediately following completion of the project. Contractor will hold owner harmless with respect to claims of subcontractors and suppliers.

### 4. Insurance

Contractor shall purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the owners property resulting from the conduct of this contract.

### 5. Changes in the Contract

The owner may order changes, additions, or modifications without invalidating the contract. Such changes must be in writing and signed by the owner. The contractor shall provide the owner in writing the amount of additional costs or cost reductions resulting from changes ordered within 15 working days unless this requirement is waived in writing by the owner. Change Orders shall be paid in full upon acceptance of change and shall not alter the contract's payment schedule. In case of product unavailability or discontinuation, contractor reserves the right to substitute equipment of equal or better quality with clients approval. Contractor will be held blameless in case of product unavailability or discontinuation.

### 6. Warranty

Contractor warranties all parts and labor involved in an installation for one year. Contractor will also be glad to help the client get their manufacturer-warrantied equipment serviced though out the life of the said warranty.

Client:

Date:

Contractor: Sharp Business Systems of Georgia & Alabama

Date: