



**AGENDA FOR THE
ENGLEWOOD CITY COUNCIL
STUDY SESSION
MONDAY, APRIL 25, 2011
COMMUNITY ROOM
6:00 P.M.**

I. South Metro Drug Task Force Funding Information

Police Chief Tom Vandermee will provide information concerning the South Metro Drug Task Force Funding.

II. Red Light Cameras

Police Chief Tom Vandermee will provide information relating to red light cameras.

III. City Council Packets

Information Technology Director Jeff Konishi and Deputy City Manager Mike Flaherty will discuss City Council packets.

IV. Community Development Fee Increases

Community Development Director Alan White will discuss Community Development fee increases.

V. Council Chamber Podium Placement

City Council will discuss the placement of the podium in the City Council Chambers.

VI. City Manager's Choice

VII. City Attorney's Choice

VIII. City Council's Choice

Please Note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood, 303-762-2407, at least 48 hours in advance of when services are needed. Thank you.



C I T Y O F E N G L E W O O D
P O L I C E D E P A R T M E N T

MEMORANDUM

TO: Mayor Woodward and Members of City Council
THROUGH: City Manager Gary Sears
FROM: Thomas Vandermee, Chief of Police
DATE: April 21, 2011
SUBJECT: South Metro Drug Task Force Funding Opportunity

The South Metro Drug Task Force has been in operation in the 18th Judicial District for over twenty years. The Task Force is funded through financial contributions from each law enforcement agency within the judicial district as well as Federal grant money when available and asset forfeitures derived from the prosecution of criminal cases.

Staffing for the unit is provided by those agencies large enough to contribute personnel from within their own ranks. The unit typically is comprised of a commander, a supervisor, and approximately six to eight agents.

Englewood is one of the founding members of the task force and has always had at least one officer assigned to the task force. During more prosperous times we have been able to provide a supervisor. Our position has always been that we would be incapable of properly investigating drug cases and drug activity without the assistance of a specialized drug unit.

Because of the size of the judicial district staffing has always been a challenge. This is especially true during down economic times such as we are experiencing now. Many agencies are not able to contribute personnel. The South Metro Drug Task Force is the smallest task force on the front range yet experiences one of the highest volume of cases.

The low staffing levels have always been a concern not just from the perspective of case management but more importantly from an officer safety perspective.

At a recent South Metro Drug Task Force Executive Board meeting the members voted to fund two full time agent positions by utilizing asset forfeiture money.

A motion was passed to reimburse two agencies a total \$200,000.00 each for the costs associated with providing a full time employee for a period of two years.

The board will re-evaluate the funding at the end of that two years and decide whether or not to continue with the program.

We have volunteered to be one of the two agencies to receive those funds. If approved, we would receive a check from the Arapahoe County Sheriff's Office for \$200,000.00 to cover the cost of salary, benefits, and equipment for one full time police officer. In exchange we commit to assigning an additional officer to the South Metro Drug Task Force for a period of two years.

This officer would be transferred from the Professional Standards Bureau thus maintaining our existing staffing levels in patrol, investigations, Impact, and traffic.

The details are still being finalized and I hope to have additional information to present at the City Council Study Session of April 25, 2011.

Thomas E. Vandermee
Chief of Police



C I T Y O F E N G L E W O O D
P O L I C E D E P A R T M E N T

MEMORANDUM

TO: Mayor Woodward and Members of City Council
THROUGH: Gary Sears, City Manager
FROM: Thomas Vandermee, Chief of Police
DATE: April 19, 2011
SUBJECT: Red Light Camera Enforcement

A request was made of the Police Department from City Council to provide more specific information on whether or not Red Light Camera (RLC) Enforcement should be pursued by the City of Englewood.

There are a very large number of reports available that both are either strongly in support of RLC enforcement or that are strongly opposed.

Nearly all agree that any decision to employ the use of RLC enforcement should be based on an identified traffic safety issue at any particular intersection where red light violations have resulted in a large number of right angle motor vehicle accidents. Of special concern should be accidents resulting in personal injuries.

One study conducted in April 2005 report from the Federal Highway Administration identified as an objective the effectiveness of red-light-camera (RLC) systems in reducing crashes. The study evaluated data from seven jurisdictions from across the United States at 132 treatment sites. The study reaffirmed what a number of previous studies had already concluded. There was a decrease in the number of right angle accidents generally associated with red light violations however there was an increase in the number of rear end accidents.

That detailed study is ninety pages in length and was therefore not attached to this report. The study along with other relevant data will be made available upon request.

The two intersections with the highest accident history in the City of Englewood are the intersections of West Dartmouth Avenue and South Santa Fe Drive and South Broadway at Belleview Avenue.

A report detailing the accident statistics for each location over the last three years is attached to this report.

In summary a total number of 127 motor vehicle accidents occurred at South Santa Fe and Dartmouth from January 1, 2008 through December 31, 2010. Of those accidents only three were caused by red light violations. 90 were rear end accidents.

At South Broadway and Belleview 134 accidents occurred during the same time period with nine being the result of red light violations. 75 were rear end collisions.

Based on these statistics there would not appear to be a sufficient problem to warrant the expense of installing, maintaining and monitoring a RLC enforcement program at either location. Also, since most of the accidents at each of these locations are rear end accidents it would not seem to be advisable to employ equipment or strategies that would likely increase the number of those accidents.

There are other issues that need to be considered before deciding to employ RLC Enforcement. Red Light Cameras are incapable of applying discretion. The camera photographs any and all vehicles that cross the crosswalk at an intersection once the light has changed. If a vehicle is able to stop but crosses the line is subject to receive a summons. All photographs must be previewed by a police officer to determine whether or not a summons should be sent to the registered owner of the vehicle photographed. Depending on the number of photographs this can take an officer off the street for long periods of time.

There is a perception on the part of many motorists that the use of RLC enforcement is more of a revenue generating source than a traffic safety measure. The reputation of the community could be compromised if there is a feeling that the money matters more than safety.

There is no doubt, other issues at these locations relative to vehicles failing to obey left turn signal lights. These violations do not however generally result in traffic accidents. These violations may be better corrected through engineering. A request has been made of the Colorado Department of Transportation to evaluate the intersection at South Santa Fe and West Dartmouth to determine what engineering options may be available to help eliminate those violations and improve the flow of traffic.

Thomas E. Vandermee
Chief of Police

Intersection of Broadway & Bellevue

2010

Direction	Rear-end	Side to Side	Approach turn	Broadside	Other	Non-Injury	Injury
S of int	8	0	2	0	1	10	1
N of int	4	1	1	0	1	6	1
E of int	7	0	1	1	0	8	1
W of int	8	1	1	1	1	12	0
Intersection	0	0	0	3	0	2	1

failure to stop failure to stop

2009

Direction	Rear-end	Side to Side	Approach turn	Broadside	Other	Non-Injury	Injury
S of int	3	0	1	0	1	5	0
N of int	4	2	0	0	0	5	1
E of int	6	1	0	0	0	6	1
W of int	6	3	3	0	3	9	6
Intersection	0	0	2	2	1	4	1

failure to stop failure to stop

2008

Direction	Rear-end	Side to Side	Approach turn	Broadside	Other	Non-Injury	Injury
S of int	10	2	1	0	5	15	3
N of int	12	0	0	0	4	15	1
E of int	5	1	0	1	2	9	0
W of int	2	2	2	0	1	6	1
Intersection	0	0	1	1	1	2	1

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Intersection of Dartmouth & Santa Fe

2010

Direction	Rear-end	Side to Side	Approach turn	Broadside	Other	Non-Injury	Injury
S of int	11	4	0	0	0	13	2
N of int	15	0	0	0	0	12	3
E of int	0	0	0	0	1	0	1
W of int	0	0	0	0	0	0	0
Intersection	2	0	3	1	0	5	4

emergency vehicle failure to stop failure to stop

2009

Direction	Rear-end	Side to Side	Approach turn	Broadside	Other	Non-Injury	Injury
S of int	9	0	0	0	4	9	3
N of int	19	3	0	0	1	20	3
E of int	0	0	0	0	0	0	0
W of int	1	0	0	0	0	1	0
Intersection	0	0	0	0	1	0	1

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2008

Direction	Rear-end	Side to Side	Approach turn	Broadside	Other	Non-Injury	Injury
S of int	24	3	0	0	3	23	7
N of int	7	5	0	0	4	15	1
E of int	1	0	0	0	0	1	0
W of int	1	0	0	0	0	1	0
Intersection	0	1	1	2	0	2	2

failure to stop failure to stop



C I T Y O F E N G L E W O O D
I N F O R M A T I O N T E C H N O L O G Y

TO: Mayor Woodward and Members of City Council
THROUGH: Gary Sears, City Manager
FROM: Jeff Konishi, Director – Information Technology
 Andy May – Service Desk Manager
DATE: April 25, 2011
SUBJECT: Council Request 11- 067

Electronic Packet Process vs. Current Process.

Below are 4 products that could be used to access and read Council packets instead of printing paper.

	Kindle DX	iPad	Netbook	Laptop
Positives	Lightweight, easy to use, inexpensive	Easy to use, small, fast, not as prone to security problems	Small and not intrusive, can do all the functions of a PC	Can do it all
Negatives	Only for reading .pdfs, clumsy keyboard and ineffective mouse function	Need add-on application to do common tasks, no Adobe flash support, no keyboard for typing, no usb ports	All the complexity of a laptop with half the speed and a small screen	Complex management and large size
Color?		X	X	X
Web Browsing?	Limited	X	X	X
Email access		X	X	X
.pdf support	X	X	X	X
Annotation		With 3 rd party application	X	X
Ease of Use (1-5)	4	5	3	
Secure (1-5)	5	4		
Cost	\$379 (smaller version 6" screen \$139)	\$500 + \$9.99 for 3 rd party app	\$400	\$900



CITY OF ENGLEWOOD

INFORMATION TECHNOLOGY

Talking with other Cities and Counties in the Denver area about what they do for their Commissioners and Council Members, I have outlined their responses below:

	Electronic Docs	Notes
Arapahoe County	No	There is an initiative to go to electronic documents
Wheatridge	No	
Lakewood	Yes	Laptops in Council Chambers – 4 years old
Aurora	Yes	Council is using iPads
Littleton	No	
Greenwood Village	Yes	
Englewood Schools	Yes	iPads for School Board and Administrators

Based on Aurora's study of providing iPads, the payback is about 14 months. Other issues that they identified included:

- Durability – if the iPad were left in a hot or cold car all day or if they were dropped, what would happen.
- Usability – would an iPad really be used to read a 200+ page .pdf document.



M E M O R A N D U M

To: Mayor Woodward and City Council
Thru: Alan White, Director, Community Development

From: Audra L. Kirk, Planner I

Date: April 25, 2011

Subject: Fee Schedule

The Community Development department would like to update the Community Development Fee Schedule. The fee schedule was last updated in 2008, however there are two fees that need to be updated and/or added. The Landscaping Fee – in- Lieu needs to be adjusted to be consistent with the Denver Metro area. Also, with the passing of the Flood Plain amendments last year, a Flood Plain Development permit is required and permit fees have not been implemented.

During the November 16, 2010 Planning and Zoning meeting, commissioners recommended that City Council raise the landscaping fee-in-lieu from \$1.50 per square foot of required landscaped area, to \$3.35 per square foot of required landscaped area. This fee was determined by landscape cost data obtained from RSMeans Cost Works, a leading provider of construction information throughout North America since 1942. This data is regionally adjusted for the Denver Metro area and reflects non-union labor costs for the third quarter of 2010. The option of paying this fee, but not the amount, was approved as part of the Landscape Amendments in 2010. Staff is requesting to update the current Community Development schedule to reflect the approved increase.

Secondly, with the approval of the Flood Plain amendments in December 2010, staff was reminded that although a permit is required for Flood Plain Development, a fee has never been set. Staff surveyed several surrounding jurisdictions on the fees that are charged for flood plain development. The jurisdictions included Longmont, Littleton, Lakewood, Boulder and Denver. The fees that are being charged are typically \$50 to \$100. Boulder was the highest with a fee of \$5,400. Staff is asking that the Flood Plain Permit Fee be set at \$100. Staff believes that this fee will cover the cost for staff in both Community Development and Public Works to review the permit application and associated construction drawings.

Staff is seeking a consensus from Council on establishing these fees at the recommended amounts. We would then request adoption of these fees by resolution at a regular meeting.

ATTACHMENTS

Exhibit A – Community Development Fee Schedule

**City of Englewood
Development Review Fee Schedule**

Zoning Variance and Adjustments and Appeals

Application Type	Application Fee	Proposed Fee
Administrative Adjustment	\$125	
Appeal	\$125	
Variance	\$125	

Zoning/Rezoning

Application Type	Application Fee	Proposed Fee
Amendment to an Approved PUD or TSA Expansion or PD	\$600 + \$300/acre	
Base District-Rezone	\$600 + \$300/acre	
Planned Unit Development	\$1450	
Transit Station Area	\$1450	

Land Subdivision and Development

Application Type	Application Fee	Proposed Fee
Administrative Property Combination	\$175	
Administrative Subdivision	\$200	
Annexation	\$650 + \$300/acre	
Boundary Line Adjustment	\$240	
Major Subdivision	\$1000	
Minor Subdivision	\$600	
Vacation of Easement	\$125	
Vacation of Right of Way	\$450	

Use Permits

Application Type	Application Fee	Proposed Fee
Conditional Use Permit	\$475	
Conditional Use Annual Inspection	\$25	
Historic Designation Application	\$125	
Adaptive Re-use of Historic Structure		
Landscape Fee – in – Lieu	\$1.50 per square foot of required landscaped area	\$3.50 per square foot of required landscaped area
Limited Use Permit	\$150	
Temporary Use Permit	\$75	

Written Requests

Application Type	Application Fee	Proposed Fee
Address Assignment Request	\$50	
Change of Address Request	\$50	
Encroachment Agreement - Administrative	\$50	
Encroachment Agreement - City Council	\$150	
Flood Plain Certificate of Compliance	\$200	
Flood Plain Development Permit		\$100
Group Living Facility Registration		
Nonconforming Use Registration	\$50	
Written Zoning Verification	\$50	

MEMORANDUM



TO: Gary Sears, City Manager

THROUGH: Rick Kahm, Director of Public Works ✓

FROM: Dave Henderson, Engineering/Capital Projects Administrator ✓

DATE: April 20, 2011

SUBJECT: COUNCIL CHAMBERS PODIUM RELOCATION-COST UPDATE

Staff met with an audio/visual company and requested a quote to move the podium in Council Chambers. AVI-SPL provided two quotes (see attached), one to move the podium temporarily and another for the permanent move.

The temporary move would extend wires on the floor for the podium microphone, voting system, and podium timer. Also included are adjustments to the sound processing system to optimize the sound. The cost quoted is \$950.91.

The permanent move would move the connections to the existing floor box and run the wires under the floor (above the library ceiling). The cost quoted is \$3,017.50. This quote excludes the required relocation of the 110 volt electrical outlets. An electrician has provided an estimate of \$350 to add the required outlets bringing the total cost to \$3,367.50.

Staff will attend the April 25th Study Session to discuss the location of the podium in Council Chambers.

Attach.

AUDIOVISUAL SOLUTIONS PROPOSAL FOR

City of Englewood

Temporary Floor Box Move



Audio Visual Innovations, Inc. - A wholly owned subsidiary of AVI-SPL, Inc.
15700 Parkerhouse Road
Parker, CO 80134
(303) 792-3090 Fax (303) 792-3094
www.avi-spl.com

Prepared By: Jon Pope
Proposal No.:
1/0/00

INTRODUCTION

AVI-SPL is pleased to present you with the following audiovisual solutions proposal for your Temporary Floor Box Move.

This proposal document includes a description of our integration process, a summary of your organization's requirements, a description of our solutions, and an investment summary.

We would like to thank you again for considering AVI-SPL for your project

ABOUT AVI-SPL

At AVI-SPL, we are experts in applying the industry's most advanced audiovisual technologies. We translate this expertise into value for our clients through highly-customized systems integration solutions, equipment sales and services. We are proud to serve as the industry's largest global integrator, delivering comprehensive AV technology, presentation and collaboration solutions worldwide.

A well-planned, highly anticipated merger brought together two of the best AV companies in the industry – Audio Visual Innovations, Inc. (AVI) and Signal Perfection, Ltd. (SPL). Headquartered in Tampa, FL, and with offices nationwide, AVI began operations in 1979 and quickly became #1 as the largest privately held, full-service audiovisual products and services provider in the country. SPL formed in 1992 in Maryland and became the #2 leading nationwide integrator for audio, video and collaborative communication solutions. As a unified corporation based in Tampa, AVI-SPL's expertise, global footprint, and comprehensive menu of products and services make us the ideal partner for all of your audiovisual needs.

With nearly 40 offices nationwide, as well as international locations in Mexico and Dubai, AVI-SPL's Systems Integration Division is the largest and best trained in the industry, providing custom design and installation services for network operation centers, government commission chambers, boardrooms, meeting rooms, computer classrooms and distance learning facilities. We also provide incredible audiovisual enhancements to venues such as sports stadiums, casinos, theme parks, museums and houses of worship. Our portfolio also includes more than 40 professional sports stadiums and arena installations.

Our Integration Process

AVI-SPL has developed a comprehensive integration process designed to not only meet -- but exceed -- customer expectations. This five-step process begins with consultation and carries through to post-installation training. Our goal at AVI-SPL is to work with you every step of the way to ensure that your project is completed on schedule and within budget.

Engineering and Design

Once you have accepted the proposal recommendation, AVI-SPL will assign a Project Engineer to the project team. The Project Engineer will work hand-in-hand with your Account Manager through the entire project process and to completion. During this phase, the information acquired during the needs analysis is developed into a technically sound and functional system design. The Project Engineer, along with your AVI-SPL Account Manager, will perform a feasibility study. The report will include an examination of the desired capabilities, architectural, environmental, and technical details of your system. During the Engineering and Design process, the selection of the appropriate equipment, hardware and software is accomplished. The result of engineering & design phase is a system designed specifically to meet the requirements and environmental conditions that are unique to your application.



Pre-Installation

Once you have contracted with AVI-SPL, the Pre-Installation phase begins. This phase is critical in ensuring a seamless integration of the specified system. It is during this juncture that coordination between the Project Engineer, architects, general contractors, and other trades begins. While coordination with the other trades is occurring, the AVI-SPL engineering team develops the required facility drawings, signal flow diagrams, equipment rack layouts and the design and programming of the custom control system's graphical user interface (GUI).

Although the Pre-Installation period may be one of the least visible and lengthy steps of the project process, AVI-SPL is committed to keeping you informed from the beginning to the end of your project. Initial communication will include contact information and organization of the AVI-SPL team that will be working with you. Shortly thereafter, you will begin receiving project status reports from the technical project team member responsible for routine contact throughout the entire project.

During this phase, AVI-SPL's fabrication team will assemble equipment racks and perform wiring and termination of equipment within the racks. The final stage of Pre-Installation is testing. During the testing process, AVI-SPL's fabrication and engineering teams will test each piece of equipment to ensure it is working properly and is without noticeable manufacturer defect. Additional tests performed include testing for proper signal flow and custom control system operation.

On Site Installation

This phase is by far the most noticeable, with the bulk of the integration being accomplished once your facility is clean and secure. To ensure your expectations are met, the field integration team responsible for your installation reports to and is directed by the Project Engineer for your system.

Our professional, industry-trained field integration team will install your system in a manner that exceeds industry standards. Our team will install all components, cables and hardware necessary to support the specified system. At the end of each day's operations, the field team will complete two additional tasks. First, the area in which AVI-SPL worked will be cleaned and left in an orderly state. Second, field teams report progress to us to ensure that we are up-to-date on every aspect of your project. If you ever have a question, you can contact the designated lead team member responsible for your project.

Upon completion of the physical installation, the Project Engineer, along with the field integration team, will perform functionality tests on the entire system. It is at this point that final adjustments are made to ensure optimum performance of each component and the system as a whole.

Training

An integral part of the delivered system is user training. AVI-SPL is committed to providing you with clear and concise instructions on the use of each system. Training and associated documentation will provide operational and maintenance personnel with information to support the daily use of the system. This training will consist of instruction and hands-on experience with each system.

Documentation

Final documentation will include as-built diagrams and the equipment operations manuals. The manuals delivered are those that are provided by the manufacturers with their products. This documentation will be assembled, bound and delivered on the day of training.

Note: Audiovisual products do not ship from the manufacturers with maintenance and/or service manuals. In most cases, there are no user serviceable components within these products. Maintenance and service manuals are generally restricted to authorized and trained service providers and are not available to the general public, therefore maintenance and service manuals are not a part of the standard documentation.

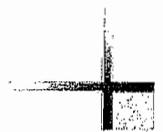


CLIENT REQUIREMENTS

At AVI-SPL, we believe that the solution we provide is only as good as our understanding of your needs. To ensure we've developed a solution that meets your specific needs, we've provided the following summary of requirements. Please note, the list is not sorted by importance.

The following is a list of requirements and observations upon which our solution and proposal are based.

Requirement Number	Description of Requirement
1	Temporarily move the AV connections in the Council Chambers floor box to the center boxes.
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AVI-SPL SOLUTIONS

After careful and deliberate consideration of your requirements, we are pleased to provide the following audiovisual solutions. The solutions listed below are based on sound engineering principles, reliable technology, and have been formulated specifically to meet the requirements listed above.

Requirement Number	Description of Solution
1	AVI-SPL will temporarily move the AV connections in the Council Chambers floor box to the center floor position. The current Extron plates in the floor box will be used with cabling extended across the floor to the new location. The connections to be extended include one VGA , one 3.5mm , two XLR connectors for the podium timer, one 25 pin connection for the voting system, and one XLR for the podium mic.
2	AVI-SPL will adjust the sound processing for the new podium location as needed.
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INVESTMENT SUMMARY

We are pleased to provide the following investment summary for the custom audiovisual solution described in the previous pages of this proposal.

TOTAL EQUIPMENT COST	\$ 166.54
Includes: all equipment, cable, connectors, hardware, cable support, terminal blocks, rack hardware, etc., to insure a complete and operational system.	
PROFESSIONAL INTEGRATION SERVICES	\$ 748.00
Includes: Engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL	
DIRECT COSTS	\$ -
Includes: Non equipment or labor costs such as travel expenses, per diem, lift and vehicle rentals.	
GENERAL & ADMINISTRATIVE	\$ 18.08
Includes all G & A expenses: clerical, bonds, vehicle mileage, shipping & insurance	
CUSTOMER SUPPORT	\$ 18.29
One Year Full System Warranty - Includes on site diagnostics and labor, bench repair labor, and all parts necessary to complete a repair.	
SYSTEM SUB TOTAL	\$ 950.91
TAX	\$ -
TOTAL INVESTMENT	\$ 950.91

MONTHLY EXPENSE OPTIONS

AVI-SPL Financial Solutions makes it easy for you to secure the best possible technology solutions. Our leasing options are perfect for companies that demand the best, but don't want to consume valuable capital dollars or credit line.

60 Month SHIELD Lease Monthly Expense _____

The Shield Program is a unique Operating expense used for the acquisition of today's Video Conferencing Solutions. The Shield program includes a "System Replacement Guarantee" SRG , that ensures that you will always have access to the best Video Conferencing solutions available.

_____ Client Initials



CUSTOMER CARE PROGRAM

At AVI-SPL, we believe that post integration service and support is a critical element of any comprehensive audiovisual solution. As a result, we have developed the best in class Customer Care Program to provide our clients with the highest level of both emergency support and preventative maintenance.

PROGRAM BENEFITS

OUTSTANDING CUSTOMER SUPPORT

- ❖ **24/7 Technical Help Desk - Staffed By AVI-SPL Engineers**
- ❖ Trouble ticket generation & tracking
- ❖ Dedicated toll free access number for access to the help desk
- ❖ CISCO certified experts on staff
- ❖ Certified Videoconferencing Engineers (CVE) on staff
- ❖ Cisco Certified Network Associate and Professional (CCNA & CCNP) on staff
- ❖ Cisco Certified Design Associate and Professional (CCDA & CCDP) on staff
- ❖ Certified Technology Specialist (CTS) on staff

SEMI ANNUAL PREVENTATIVE MAINTENANCE

- ❖ Inspect all surfaces, electrical and signal connections, clean as needed
- ❖ Inspect all VCR's, DVD & CD players, clean and lubricate as needed
- ❖ Inspect all displays, clean and adjust as need for optimal image quality
- ❖ Complete system functionality test to ensure 100% functionality
- ❖ Perform walk through with client to demonstrate 100% functionality
- ❖ Provide report of findings and recommendations

WARRANTY REPAIR BY CERTIFIED TECHNICIANS

- ❖ AVI-SPL will provide all labor and parts to effectively perform repairs
- ❖ Unlimited service calls with priority response
- ❖ Overnight shipping on replacement parts
- ❖ Provide loaner table top projector (if applicable and necessary)

PRICING SCHEDULE

FIRST YEAR CUSTOMER CARE PROGRAM	\$	941.71 Plus Tax
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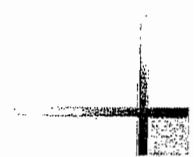
YES - I would like the first year Customer Care Program _____ Client Initials

NO - I do don't want the first year Customer Care Program _____ Client Initials

SECOND YEAR CUSTOMER CARE PROGRAM	\$	1,200.00 Plus Tax
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YES - I would like the 2nd year Customer Care Program _____ Client Initials

NO - I do don't want the 2nd year Customer Care Program _____ Client Initials



INCLUSIONS

The following items are INCLUDED in the project scope of work:

All equipment, wire and accessories required for a fully functional audio and video system.

Non-union labor associated with turnkey engineering, installation, programming, testing and training.

Documentation package including as-built system CAD diagrams and Manufacturer's Operation manuals.

Coordination and cooperation with the construction team in regards to installing the system.

User training on system operation.

Any additional trips, labor or materials due to failure of the other work forces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

EXCLUSIONS

The following items are EXCLUDED from the project scope of work:

All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including but not limited to 110VAC, conduit, core drilling, raceway and boxes.

Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc

Network connectivity, routing, switching and port configuration necessary to support audiovisual equipment

Concrete saw cutting and/or core drilling

Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping

Necessary sheet rock replacement, ceiling tile, T-bar replacement and/or repair

Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork to accommodate the AV equipment is to be provided by others, unless otherwise noted in this proposal

Painting, patching or finishing of architectural surfaces

Permits (unless specifically provided for elsewhere in the contract)

HVAC and plumbing relocation

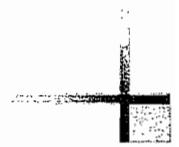
Rough-in, bracing, framing or finish trim carpentry for installation

Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required

Owner furnished equipment or equipment by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred

Additional costs for union labor are not included, unless specifically identified within this document.

_____ Client Initials



TERMS & CONDITIONS

1. Acceptance of Terms

This quotation shall not be binding upon the Company until signed by the Buyer and accepted in writing by a duly authorized representative of the Company. Any modification, addition to, or waiver of any of the terms and conditions of this quotation shall not be effective unless in writing and signed by an authorized representative of the company, and any different or conflicting terms appearing in Buyer's purchase order or other documents are expressly rejected by Company. Buyer's receipt of the Equipment shall constitute assent to all terms and conditions contained herein. No relaxation, forbearance or indulgence by the Company in enforcing any of the terms and conditions of this agreement or the granting of any time to any other party shall prejudice or restrict the rights and powers of the Company hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

2. Delivery

The company will use its best efforts to deliver the Equipment, herein defined as the total deliverable as defined in the quotation, in accordance with the Buyer requested delivery date subject to receipt of all necessary information from Buyer. Shipping dates are approximate only, and the Company shall not be liable for delays or for failure to manufacture due to causes beyond its reasonable control or due to compliance with any government regulations.

Any delay shall extend delivery dates to the extent caused thereby. Buyer shall reimburse the Company its additional expenses resulting from any Buyer-caused delay. When delivery of the Equipment is delayed at the request of the Buyer and the equipment has already been shipped to the Company, the Company will place the Equipment in storage and the Company will immediately invoice the Buyer 70% of the price, which will be promptly paid. The buyer shall have no right to cancel or rescind this agreement by reason of an excusable delay as defined herein, and shall accept such delayed performance by the company. The Buyer's receipt of the Equipment shall constitute a waiver of any claims for delay.

3. Payment Terms

Unless otherwise specified herein, the total contract price shall be paid as follows: 30% down payment at time of order, 40% upon delivery at Company; 30% upon completion or first beneficial use.. Unless otherwise specified, equipment is sold F.O.B. origin-Buyer to pay all shipping charges. If this quotation covers equipment for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Company shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control.

4. Buyer In Arrears Or Default

In the event Buyer is in arrears with any payment whatsoever due from it to the Company at any time whatever, whether in respect of the purchase price or any other amount due from the buyer to the Company under the terms of this agreement, the amount in arrears shall bear interest at three (3) percent above the prime rate prevailing at the principal New York branch of Chase Manhattan Bank as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief and remedy available to the Company. In the event of Buyer's default, the Company may, without notice, peaceably enter any premises in which the equipment is located and remove, hold and sell it in accordance with applicable law, to satisfy in whole or in part Buyer's obligations.

5. Title, Risk of Loss

Title to the Equipment shall pass to Buyer upon delivery, subject to a purchase money security interest retained by the Company in the Equipment sold and the proceeds thereof until payment of all amounts then due to the Company. The Company shall be entitled to remove the Equipment from the buyer's premises if all payments are not made when due. Buyer agrees to execute financing statements under the Uniform Commercial Code or other documents as the Company requests to protect its security interest. Risk of loss or damage to the Equipment or any part thereof shall pass to the Buyer upon delivery.

6. Installation & Site Preparation

Installation (field assembly, interconnection, equipment calibration and checkout) is to be performed by the Company's trained technical employees. The Company shall be entitled to employ sub-contractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Company employees is prevented by trade unions, the Buyer shall arrange with the trade unions at its own expense to complete installation. The Company is thereafter liable only for engineering supervision of installation.

The Company shall coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Company's work in progress is impeded by other trades and/or contractors (excluding the Companies own subcontractors) or by scheduling delays due to the Buyer, time delays in the final installation as well as additional charges including labor, travel and reasonable expenses may result.

The Buyer shall be responsible for preparing, at its own expense, the installation site in accordance with the company's instructions, including the requirements specified in the quotation. In no event shall the Company be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise specified, Buyer shall provide the Company with source code for any non-Company programmed remote control system required to be modified under the terms of this agreement.



6. Installation & Site Preparation (Continued)

The Buyer shall provide the Company with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Buyer's staff to serve as a contact person for all site preparation and installation issues. Buyer shall provide the Company with free access to the installation site for the purpose of preparation for installation. The buyer shall indemnify the Company against any loss, damage or claim arising out of the condition of the storage and installation premises.

Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Equipment and the premises where the Equipment shall be situated.

7a. Warranty

In the event the Equipment is in any way misused or altered or is repaired by someone other than a representative of the Company, which within the sole judgment of the Company results in an adverse effect, including effects upon performance or reliability of the Equipment, the warranty and the Company's obligations hereunder shall terminate without notice to Buyer.

7b. Warranty Service – Chargers

Warranty service will be provided in accordance with the Company's standard service terms. Where such terms are inconsistent with the terms herein, the terms herein will govern. Unless otherwise specified, each installation/system carries a ninety-day warranty covering defects in the installation portion of the sale. Components and materials carry the manufacturer's warranty as described below, which may be greater than the ninety-day listed above. The Company will attempt to reply to warranty service requests received from Buyer prior to 1:00 p.m. within forty-eight hours. In the event service is provided outside of normal working hours, Buyer will be charged for any overtime hours in accordance with the Company's then standard policy on overtime rates. Normal working hours are 9 a.m. to 5 p.m., Monday through Friday, excluding legal holidays.

8. Limitations Of Warranty – Products Of Others

Unless otherwise specified, No warranty whatsoever is provided by the Company hereunder as to products manufactured by other than the Company, including but not limited to, cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes).

The Company's sole obligation with respect to any material or part identified in the quotation, literature, or specifications furnished to the Buyer as manufactured or supplied by others, shall be to pass on to the Buyer the applicable manufacturer's warranties, if any.

9. Buyer Responsibilities

Buyer or any user of the Equipment shall (i) notify the Company as soon as any unusual operating peculiarity appears, and (ii) operate the Equipment in a safe and competent manner in strict compliance with established safety operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Equipment fails to comply with any of the above-stated conditions, the Company's warranties and its obligations hereunder shall terminate without notice to Buyer.

10. Limitation Of Liability

The foregoing warranties are exclusive and in lieu of all other warranties, whether written or oral, implied or statutory. No implied warranty of merchantability or fitness for a particular purpose shall apply; in no event will the company be liable for any damages, other than the allocable charges paid by the buyer for the equipment, whether direct, indirect, special, incidental or consequential, arising from any warranty claims.

11. Taxes

Any and all taxes levied or based on the prices in this agreement, or the Equipment being sold hereunder, exclusive of any taxes based on net income, shall be added to the selling prices set forth in the quotation; otherwise, the Buyer shall provide the Company with a tax exempt certificate acceptable to the taxing authorities.

12. Choice Of Law And Severability

This agreement shall be interpreted in accordance with and governed in all respects by the law of Florida. Venue shall be Hillsborough County, Florida. Should any provision of this agreement be found invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other provision contained herein.

13. Restocking Fees

In the event Buyer wishes to return any Equipment based on reasons outside of the Company's control, Buyer agrees to pay any and all restocking fees.

14. General

The quotation shall be firm for the period shown on the face hereof, subject to withdrawal or change by the Company upon notice at any time prior to acceptance of an order. It supersedes all prior agreements and understandings between the parties relating to the subject matter and is intended by the parties as the complete and exclusive statement of the terms of the quotation and agreement. Any representation, affirmation of fact, course of prior dealings, promise or condition in connection shall not bind the parties therewith or usage of the trade not incorporated herein.

Client Acceptance

Signed Name

Printed Name

Company

Date



AUDIOVISUAL SOLUTIONS PROPOSAL FOR

City of Englewood

Permanent Floor Box Move



Audio Visual Innovations, Inc. - A wholly owned subsidiary of AVI-SPL, Inc.
15700 Parkerhouse Road
Parker, CO 80134
(303) 792-3090 Fax (303) 792-3094
www.avi-spl.com

Prepared By: Jon Pope
Proposal No.:
1/0/00

INTRODUCTION

AVI-SPL is pleased to present you with the following audiovisual solutions proposal for your Permanent Floor Box Move.

This proposal document includes a description of our integration process, a summary of your organization's requirements, a description of our solutions, and an investment summary.

We would like to thank you again for considering AVI-SPL for your project

ABOUT AVI-SPL

At AVI-SPL, we are experts in applying the industry's most advanced audiovisual technologies. We translate this expertise into value for our clients through highly-customized systems integration solutions, equipment sales and services. We are proud to serve as the industry's largest global integrator, delivering comprehensive AV technology, presentation and collaboration solutions worldwide.

A well-planned, highly anticipated merger brought together two of the best AV companies in the industry – Audio Visual Innovations, Inc. (AVI) and Signal Perfection, Ltd. (SPL). Headquartered in Tampa, FL, and with offices nationwide, AVI began operations in 1979 and quickly became #1 as the largest privately held, full-service audiovisual products and services provider in the country. SPL formed in 1992 in Maryland and became the #2 leading nationwide integrator for audio, video and collaborative communication solutions. As a unified corporation based in Tampa, AVI-SPL's expertise, global footprint, and comprehensive menu of products and services make us the ideal partner for all of your audiovisual needs.

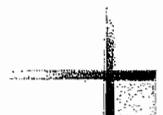
With nearly 40 offices nationwide, as well as international locations in Mexico and Dubai, AVI-SPL's Systems Integration Division is the largest and best trained in the industry, providing custom design and installation services for network operation centers, government commission chambers, boardrooms, meeting rooms, computer classrooms and distance learning facilities. We also provide incredible audiovisual enhancements to venues such as sports stadiums, casinos, theme parks, museums and houses of worship. Our portfolio also includes more than 40 professional sports stadiums and arena installations.

Our Integration Process

AVI-SPL has developed a comprehensive integration process designed to not only meet – but exceed – customer expectations. This five-step process begins with consultation and carries through to post-installation training. Our goal at AVI-SPL is to work with you every step of the way to ensure that your project is completed on schedule and within budget.

Engineering and Design

Once you have accepted the proposal recommendation, AVI-SPL will assign a Project Engineer to the project team. The Project Engineer will work hand-in-hand with your Account Manager through the entire project process and to completion. During this phase, the information acquired during the needs analysis is developed into a technically sound and functional system design. The Project Engineer, along with your AVI-SPL Account Manager, will perform a feasibility study. The report will include an examination of the desired capabilities, architectural, environmental, and technical details of your system. During the Engineering and Design process, the selection of the appropriate equipment, hardware and software is accomplished. The result of engineering & design phase is a system designed specifically to meet the requirements and environmental conditions that are unique to your application.



Pre-Installation

Once you have contracted with AVI-SPL, the Pre-Installation phase begins. This phase is critical in ensuring a seamless integration of the specified system. It is during this juncture that coordination between the Project Engineer, architects, general contractors, and other trades begins. While coordination with the other trades is occurring, the AVI-SPL engineering team develops the required facility drawings, signal flow diagrams, equipment rack layouts and the design and programming of the custom control system's graphical user interface (GUI).

Although the Pre-Installation period may be one of the least visible and lengthy steps of the project process, AVI-SPL is committed to keeping you informed from the beginning to the end of your project. Initial communication will include contact information and organization of the AVI-SPL team that will be working with you. Shortly thereafter, you will begin receiving project status reports from the technical project team member responsible for routine contact throughout the entire project.

During this phase, AVI-SPL's fabrication team will assemble equipment racks and perform wiring and termination of equipment within the racks. The final stage of Pre-Installation is testing. During the testing process, AVI-SPL's fabrication and engineering teams will test each piece of equipment to ensure it is working properly and is without noticeable manufacturer defect. Additional tests performed include testing for proper signal flow and custom control system operation.

On Site Installation

This phase is by far the most noticeable, with the bulk of the integration being accomplished once your facility is clean and secure. To ensure your expectations are met, the field integration team responsible for your installation reports to and is directed by the Project Engineer for your system.

Our professional, industry-trained field integration team will install your system in a manner that exceeds industry standards. Our team will install all components, cables and hardware necessary to support the specified system. At the end of each day's operations, the field team will complete two additional tasks. First, the area in which AVI-SPL worked will be cleaned and left in an orderly state. Second, field teams report progress to us to ensure that we are up-to-date on every aspect of your project. If you ever have a question, you can contact the designated lead team member responsible for your project.

Upon completion of the physical installation, the Project Engineer, along with the field integration team, will perform functionality tests on the entire system. It is at this point that final adjustments are made to ensure optimum performance of each component and the system as a whole.

Training

An integral part of the delivered system is user training. AVI-SPL is committed to providing you with clear and concise instructions on the use of each system. Training and associated documentation will provide operational and maintenance personnel with information to support the daily use of the system. This training will consist of instruction and hands-on experience with each system.

Documentation

Final documentation will include as-built diagrams and the equipment operations manuals. The manuals delivered are those that are provided by the manufacturers with their products. This documentation will be assembled, bound and delivered on the day of training.

Note: Audiovisual products do not ship from the manufacturers with maintenance and/or service manuals. In most cases, there are no user serviceable components within these products. Maintenance and service manuals are generally restricted to authorized and trained service providers and are not available to the general public, therefore maintenance and service manuals are not a part of the standard documentation.



CLIENT REQUIREMENTS

At AVI-SPL, we believe that the solution we provide is only as good as our understanding of your needs. To ensure we've developed a solution that meets your specific needs, we've provided the following summary of requirements. Please note, the list is not sorted by importance.

The following is a list of requirements and observations upon which our solution and proposal are based.

Requirement Number	Description of Requirement
1	Move the AV connections in the Council Chambers floor box to the center boxes.
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AVI-SPL SOLUTIONS

After careful and deliberate consideration of your requirements, we are pleased to provide the following audiovisual solutions. The solutions listed below are based on sound engineering principles, reliable technology, and have been formulated specifically to meet the requirements listed above.

Requirement Number	Description of Solution
1	AVI-SPL will permanently move the AV connections in the Council Chambers floor box to the existing center floor boxes. The current Extron plates in the floor box will be moved to the new locations. The connections to be moved include one VGA female, one 3.5mm female, two male XLR connectors for the podium timer, and one 25 pin connection for the voting system, and one female XLR for the podium mic.
2	AVI-SPL will replace the existing cable as needed to provide the most trouble free solution. Reprogramming of the sound processing for the new podium location will be completed as needed.
3	AC Power cabling and outlets will be moved by other contractors or the owner and not included in this quote.
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INVESTMENT SUMMARY

We are pleased to provide the following investment summary for the custom audiovisual solution described in the previous pages of this proposal.

TOTAL EQUIPMENT COST	\$ 1,012.31
Includes: all equipment, cable, connectors, hardware, cable support, terminal blocks, rack hardware, etc., to insure a complete and operational system.	
PROFESSIONAL INTEGRATION SERVICES	\$ 1,912.00
Includes: Engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL	
DIRECT COSTS	\$ -
Includes: Non equipment or labor costs such as travel expenses, per diem, lift and vehicle rentals.	
GENERAL & ADMINISTRATIVE	\$ 34.70
Includes all G & A expenses: clerical, bonds, vehicle mileage, shipping & insurance	
CUSTOMER SUPPORT	\$ 58.49
One Year Full System Warranty - Includes on site diagnostics and labor, bench repair labor, and all parts necessary to complete a repair.	
SYSTEM SUB TOTAL	\$ 3,017.50
TAX	\$ -
TOTAL INVESTMENT	\$ 3,017.50

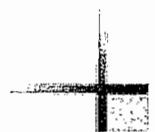
MONTHLY EXPENSE OPTIONS

AVI-SPL Financial Solutions makes it easy for you to secure the best possible technology solutions. Our leasing options are perfect for companies that demand the best, but don't want to consume valuable capital dollars or credit line.

60 Month SHIELD Lease Monthly Expense _____

The Shield Program is a unique Operating expense used for the acquisition of today's Video Conferencing Solutions. The Shield program includes a "System Replacement Guarantee" SRG , that ensures that you will always have access to the best Video Conferencing solutions available.

_____ Client Initials



CUSTOMER CARE PROGRAM

At AVI-SPL, we believe that post integration service and support is a critical element of any comprehensive audiovisual solution. As a result, we have developed the best in class Customer Care Program to provide our clients with the highest level of both emergency support and preventative maintenance.

PROGRAM BENEFITS

OUTSTANDING CUSTOMER SUPPORT

- ❖ 24/7 Technical Help Desk - Staffed By AVI-SPL Engineers
- ❖ Trouble ticket generation & tracking
- ❖ Dedicated toll free access number for access to the help desk
- ❖ CISCO certified experts on staff
- ❖ Certified Videoconferencing Engineers (CVE) on staff
- ❖ Cisco Certified Network Associate and Professional (CCNA & CCNP) on staff
- ❖ Cisco Certified Design Associate and Professional (CCDA & CCDP) on staff
- ❖ Certified Technology Specialist (CTS) on staff

SEMI-ANNUAL PREVENTATIVE MAINTENANCE

- ❖ Inspect all surfaces, electrical and signal connections, clean as needed
- ❖ Inspect all VCR's, DVD & CD players, clean and lubricate as needed
- ❖ Inspect all displays, clean and adjust as need for optimal image quality
- ❖ Complete system functionality test to ensure 100% functionality
- ❖ Perform walk through with client to demonstrate 100% functionality
- ❖ Provide report of findings and recommendations

WARRANTY REPAIR BY CERTIFIED TECHNICIANS

- ❖ AVI-SPL will provide all labor and parts to effectively perform repairs
- ❖ Unlimited service calls with priority response
- ❖ Overnight shipping on replacement parts
- ❖ Provide loaner table top projector (if applicable and necessary)

PRICING SCHEDULE

FIRST YEAR CUSTOMER CARE PROGRAM

\$ 901.51
Plus Tax

YES - I would like the first year Customer Care Program _____ Client Initials

NO - I do don't want the first year Customer Care Program _____ Client Initials

SECOND YEAR CUSTOMER CARE PROGRAM

\$ 1,200.00
Plus Tax

YES - I would like the 2nd year Customer Care Program _____ Client Initials

NO - I do don't want the 2nd year Customer Care Program _____ Client Initials



INCLUSIONS

The following items are INCLUDED in the project scope of work:

All equipment, wire and accessories required for a fully functional audio and video system.

Non-union labor associated with turnkey engineering, installation, programming, testing and training.

Documentation package including as-built system CAD diagrams and Manufacturer's Operation manuals.

Coordination and cooperation with the construction team in regards to installing the system.

User training on system operation.

Any additional trips, labor or materials due to failure of the other work forces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

EXCLUSIONS

The following items are EXCLUDED from the project scope of work:

All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including but not limited to 110VAC, conduit, core drilling, raceway and boxes.

Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc

Network connectivity, routing, switching and port configuration necessary to support audiovisual equipment

Concrete saw cutting and/or core drilling

Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping

Necessary sheet rock replacement, ceiling tile, T-bar replacement and/or repair

Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork to accommodate the AV equipment is to be provided by others, unless otherwise noted in this proposal

Painting, patching or finishing of architectural surfaces

Permits (unless specifically provided for elsewhere in the contract)

HVAC and plumbing relocation

Rough-in, bracing, framing or finish trim carpentry for installation

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1. Acceptance of Terms

This quotation shall not be binding upon the Company until signed by the Buyer and accepted in writing by a duly authorized representative of the Company. Any modification, addition to, or waiver of any of the terms and conditions of this quotation shall not be effective unless in writing and signed by an authorized representative of the company, and any different or conflicting terms appearing in Buyer's purchase order or other documents are expressly rejected by Company. Buyer's receipt of the Equipment shall constitute assent to all terms and conditions contained herein. No relaxation, forbearance or indulgence by the Company in enforcing any of the terms and conditions of this agreement or the granting of any time to any other party shall prejudice or restrict the rights and powers of the Company hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

2. Delivery

The company will use its best efforts to deliver the Equipment, herein defined as the total deliverable as defined in the quotation, in accordance with the Buyer requested delivery date subject to receipt of all necessary information from Buyer. Shipping dates are approximate only, and the Company shall not be liable for delays or for failure to manufacture due to causes beyond its reasonable control or due to compliance with any government regulations.

Any delay shall extend delivery dates to the extent caused thereby. Buyer shall reimburse the Company its additional expenses resulting from any Buyer-caused delay. When delivery of the Equipment is delayed at the request of the Buyer and the equipment has already been shipped to the Company, the Company will place the Equipment in storage and the Company will immediately invoice the Buyer 70% of the price, which will be promptly paid. The buyer shall have no right to cancel or rescind this agreement by reason of an excusable delay as defined herein, and shall accept such delayed performance by the company. The Buyer's receipt of the Equipment shall constitute a waiver of any claims for delay.

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Unless otherwise specified herein, the total contract price shall be paid as follows: 30% down payment at time of order, 40% upon delivery at Company; 30% upon completion or first beneficial use. Unless otherwise specified, equipment is sold F.O.B. origin-Buyer to pay all shipping charges. If this quotation covers equipment for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Company shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control.

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In the event Buyer is in arrears with any payment whatsoever due from it to the Company at any time whatever, whether in respect of the purchase price or any other amount due from the buyer to the Company under the terms of this agreement, the amount in arrears shall bear interest at three (3) percent above the prime rate prevailing at the principal New York branch of Chase Manhattan Bank as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief and remedy available to the Company. In the event of Buyer's default, the Company may, without notice, peaceably enter any premises in which the equipment is located and remove, hold and sell it in accordance with applicable law, to satisfy in whole or in part Buyer's obligations.

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Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Equipment and the premises where the Equipment shall be situated.

7a. Warranty

In the event the Equipment is in any way misused or altered or is repaired by someone other than a representative of the Company, which within the sole judgment of the Company results in an adverse effect, including effects upon performance or reliability of the Equipment, the warranty and the Company's obligations hereunder shall terminate without notice to Buyer.

7b. Warranty Service – Chargers

Warranty service will be provided in accordance with the Company's standard service terms. Where such terms are inconsistent with the terms herein, the terms herein will govern. Unless otherwise specified, each installation/system carries a ninety-day warranty covering defects in the installation portion of the sale. Components and materials carry the manufacturer's warranty as described below, which may be greater than the ninety-day listed above. The Company will attempt to reply to warranty service requests received from Buyer prior to 1:00 p.m. within forty-eight hours. In the event service is provided outside of normal working hours, Buyer will be charged for any overtime hours in accordance with the Company's then standard policy on overtime rates. Normal working hours are 9 a.m. to 5 p.m., Monday through Friday, excluding legal holidays.

8. Limitations Of Warranty – Products Of Others

Unless otherwise specified, No warranty whatsoever is provided by the Company hereunder as to products manufactured by other than the Company, including but not limited to, cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes). The Company's sole obligation with respect to any material or part identified in the quotation, literature, or specifications furnished to the Buyer as manufactured or supplied by others, shall be to pass on to the Buyer the applicable manufacturer's warranties, if any.

9. Buyer Responsibilities

Buyer or any user of the Equipment shall (i) notify the Company as soon as any unusual operating peculiarity appears, and (ii) operate the Equipment in a safe and competent manner in strict compliance with established safety operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Equipment fails to comply with any of the above-stated conditions, the Company's warranties and its obligations hereunder shall terminate without notice to Buyer.

10. Limitation Of Liability

The foregoing warranties are exclusive and in lieu of all other warranties, whether written or oral, implied or statutory. No implied warranty of merchantability or fitness for a particular purpose shall apply; in no event will the company be liable for any damages, other than the allocable charges paid by the buyer for the equipment, whether direct, indirect, special, incidental or consequential, arising from any warranty claims.

11. Taxes

Any and all taxes levied or based on the prices in this agreement, or the Equipment being sold hereunder, exclusive of any taxes based on net income, shall be added to the selling prices set forth in the quotation; otherwise, the Buyer shall provide the Company with a tax exempt certificate acceptable to the taxing authorities.

12. Choice Of Law And Severability

This agreement shall be interpreted in accordance with and governed in all respects by the law of Florida. Venue shall be Hillsborough County, Florida. Should any provision of this agreement be found invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other provision contained herein.

13. Restocking Fees

In the event Buyer wishes to return any Equipment based on reasons outside of the Company's control, Buyer agrees to pay any and all restocking fees.

14. General

The quotation shall be firm for the period shown on the face hereof, subject to withdrawal or change by the Company upon notice at any time prior to acceptance of an order. It supersedes all prior agreements and understandings between the parties relating to the subject matter and is intended by the parties as the complete and exclusive statement of the terms of the quotation and agreement. Any representation, affirmation of fact, course of prior dealings, promise or condition in connection shall not bind the parties therewith or usage of the trade not incorporated herein.

Client Acceptance

Signed Name

Printed Name

Company

Date

