



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM



Date: May 23, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Dee Ann Irby, Controller  
Chief Frank Nastasi, Police Department  
Captain Thomas Gordon, Police Department  
Lt. Russel Harden, Police Department  
Matthew Heasley, Police IT Manager (Interim)  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: State of Michigan MiDEAL Purchasing Cooperative  
– EOC and Training Center A/V Upgrades

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### **History**

The Troy Emergency Operations Center (EOC) and the Fire and Police Training Center (backup EOC) are two facilities that are crucial and multifunctional for the Police Department as well as the entire city operations. The EOC is located on the second floor at the north end of the Troy Police Department. This is a common meeting and media room for meetings and presentations. This room also is the central hub for department heads and emergency response teams in case of city-wide catastrophe. The Fire and Police Training Center is a separate building within the Troy city limits at 4850 John R Road. This building has several classroom style rooms that host internal and external training sessions for police, fire, and other municipal seminars. The Training Center is also the designated emergency backup for the EOC if the Police Department EOC is unavailable during a city-wide catastrophe.

Both of these facilities have their own sets of audio and video equipment which include video projectors, display screens, audio speakers, microphones and input/output devices allowing for ease of use for presentations. The current equipment has not been replaced since 2015, (Resolution #2015-01-024-J-4b) and needs replacement due to functionality and age. Some of the equipment can remain and be replaced at a future date but the main display devices requested to be replaced are the projectors, projector screens, and lecterns. The current projectors, which are several years out of warranty and are displaying very dim images even with bulb replacements, will be replaced with laser projectors which have high-def imagery and do not require bulbs. The lecterns currently do not face the class and are inadequate for simplicity. Replacing them with presentational lectures will be more professional and engaging for the presenter.

### **Purchasing**

- Pricing to provide audio and video devices, installation, setup and training has been secured by *Smart Homes, Inc of Mason, MI* through the State of Michigan MiDEAL Cooperative Purchasing Contract #190000001422 for an estimated total cost of \$39,504.24 as detailed in quote #QUOQ16088.



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## **CITY COUNCIL AGENDA ITEM**

### **Purchasing (continued)**

- City Council authorized participation in the Cooperative Purchasing Program on November 8, 2021 (Resolution #2021-11-160).

### **Financial**

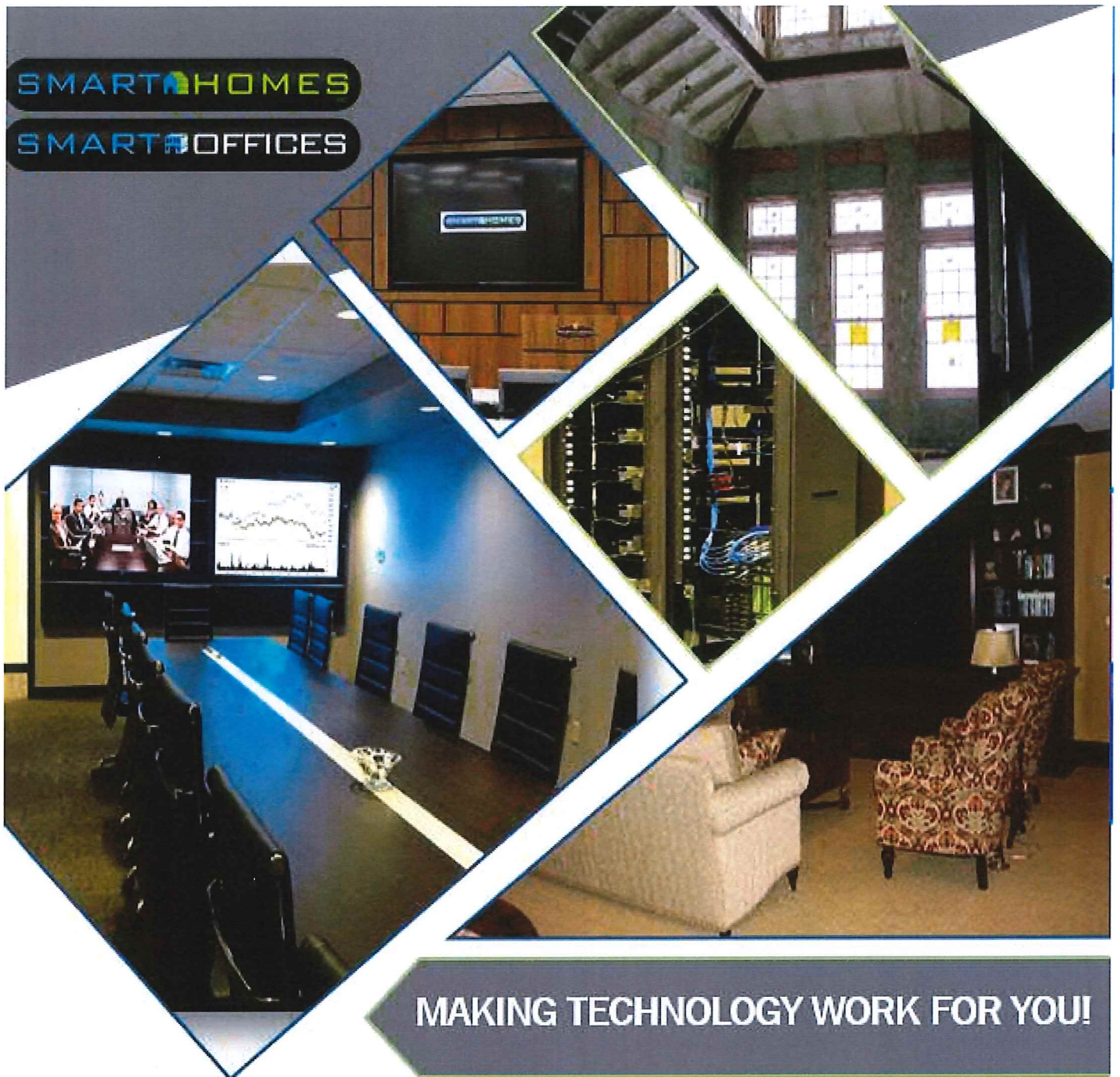
Funds are budgeted and available in the Police Department Office Equipment Capital Fund under Project Number 2022C0152 for the 2022 fiscal year. Expenditures will be charged to account number 401.301.11.325.7980.030

### **Recommendation**

City Management recommends awarding a contract to *Smart Homes, Inc of Mason, MI* for the audio and video upgrades at the Troy Emergency Operations Center and Fire and Police Training Center, as outlined in the attached quote and as per the State of Michigan MiDEAL Cooperative Purchasing Contract for an estimated total cost of \$39,504.24 not to exceed budgetary limits.

**SMARTHOMES**

**SMARTOFFICES**



**MAKING TECHNOLOGY WORK FOR YOU!**

## **Training Rooms AV Updates**

*Prepared for*

**City of Troy**

*By*

**Smart Offices / Smart Homes**

5/3/2022



210 State St., Mason, Michigan 48854  
Phone: 517-381-5171 Fax: 702-925-0737

# PROPOSAL

**Number:** QUOQ16088

**Date:** 05-03-2022

## Sold To:

**City of Troy**  
500 W Big Beaver Rd,  
Troy, MI 48084

## Ship To:

**City of Troy**  
500 W Big Beaver Rd,  
Troy, MI 48084

## Training Rooms

Proposal for Smart Homes / Smart Offices (SHSO) to provide audiovisual (AV) installation for the City of Troy. Complete system engineering, installation, setup, testing, and client training. All necessary work to be performed by SHSO unless noted below.

State of Michigan MiDEAL - This proposal includes State of Michigan contract pricing for conference room/training room audio visual equipment and installation. MiDEAL is the State of Michigan's extended purchasing program that allows Michigan cities, townships, villages, counties, school districts, universities, colleges and nonprofit hospitals to buy goods and services from state contracts.

This proposal is valid for 30 days.

Equipment included in this proposal is expected to be available for target delivery of June 30.

Optional equipment is be subject to extended lead times.

Contact - Matt Heasley, w 248-619-7619, c 248-497-8791, matthew.heasley@troymi.gov

Proposed - Police Department EOC, 500 West Big Beaver Road, Troy, MI 48084

Installation of a new projection system to include a Sony laser video projector and DaLite IDEA Screen combination white board / projection surface.

The Extron system will be updated to support the new projector.

An option is included for a new Crestron AV control system with online video conferencing capabilities - ceiling microphones and pan/tilt/zoom camera.

Proposed - Police Department Roll Call Room, 500 West Big Beaver Road, Troy, MI 48084

Installation and setup of a Barco C-10 wireless presentation system.

The Extron system will be updated to support the new AV equipment.

Proposed - Training Center Classroom B, 4850 John R Road, Troy, MI 48085

Installation of a new projection system to include a Sony laser video projector and DaLite IDEA Screen combination white board / projection surface.

The Extron system will be updated to support the new projector.

Installation and setup of a Barco C-10 wireless presentation system.

The AV equipment will be relocated in a new AV lectern.

An option is included for a new Crestron AV control system with online video conferencing capabilities - ceiling

microphones and pan/tilt/zoom camera.

Proposed - Training Center Classroom C, 4850 John R Road, Troy, MI 48085

Installation of a new projection system to include a Sony laser video projector and DaLite IDEA Screen combination white board / projection surface.

The Extron system will be updated to support the new projector.

Installation and setup of a Barco C-10 wireless presentation system.

The AV equipment will be relocated in a new AV lectern.

Networking and Internet - Select AV devices will require local area networking (LAN) or WiFi with Internet access. LAN infrastructure and configuration is not included in this proposal. LAN installation is available on a time and material basis or may be quoted in advance.

To ensure our system operates as expected and meets 100% of your requirements, it will be tested and commissioned with the network configuration (IP schema, routing and port settings) with our bench network hardware. After commissioning, we will connect the system to your network as specified by your IT resources and the system functionality will be verified by your team. We will support the house network functionality and any required troubleshooting on a time and materials basis.

AC Electrical - Installation or relocation of AC electrical may be required at select equipment locations. AC electrical work is not included in this proposal. SHSO will provide all necessary drawings and requirements for AC electrical work associated with the proposed system.

Owner Furnished Equipment - Equipment provided by the end user for use in the system is subject to inspection and testing.

Special Conditions - This is a budgetary proposal. Additional materials and/or labor may be required to complete the project. An onsite meeting, with the customer and SHSO, will be required to walk all involved spaces, review objectives and expectations, confirm elevations/centerlines, and inspect and test any owner-provided AV equipment to be reused in the new system.

Confidentiality Statement - This proposal includes a custom engineered solution provided by SHSO. All design and component selections are proprietary and confidential SHSO. This proposal may not be shared without our express written consent.

**I have read and agree to the Scope of Work above**

**Initial Here:**\_\_\_\_\_

Qty	Description	Unit Price	MSRP	Total
<b>Police EOC</b>				
1	Sony Laser Video Projector - 6000 Lumen - WUXGA 16:10	\$3,225.00	\$3,899.00	\$3,225.00
1	Large Projector Mount - Universal, Micro-Adjustment with Pitch/Roll - 3.46" Height, 1.5NPT, 70lb Capacity - White	\$169.54	\$222.32	\$169.54
1	Chief CMA347 vibration isolating Coupler	\$375.53	\$456.00	\$375.53
1	Custom Mounting	\$87.00	\$99.00	\$87.00
1	DaLite Idea Screen White Board / Projection Surface - 112" 16:10 (59.5" x 95.25")	\$1,539.00	\$2,052.00	\$1,539.00
1	Engineering, Installation, Programming, Testing, Training	\$3,661.75	\$5,009.50	\$3,661.75
<b>SubTotal</b>				\$9,057.82

**Optional - Total for option \$18317.72 is not included on proposal total.**

1	Crestron DMPS3-4K-150-C DigitalMedia Presentation System - Series 3 Processor DM Switcher - 10x1 - 2 DM in, Mirrored DM Out, Integrated Control - 4K Support (Optional)	\$3,235.29	\$5,500.00	\$3,235.29
1	Crestron TS-770-B-S Touch Screen Interface - 7" Touchscreen - Tabletop Version - Black (Optional)	\$1,294.12	\$2,200.00	\$1,294.12
1	PoE Injector - 802.3ab Gigabit Ethernet, 802.3af PoE 18 Watts Max., IEEE 802.3at PoE+ 30 Watts Max. (Optional)	\$39.99	\$59.99	\$39.99
1	PTZ Conferencing Camera - 10X Optical Zoom - 3G-SDI Output - 1080p - PoE - Gray (Optional)	\$762.50	\$780.00	\$762.50
1	PTZ Camera Mount - Wall Mount - Gray (Optional)	\$55.00	\$60.00	\$55.00
1	USB Capture Interface - HD/3G-SDI (Optional)	\$280.00	\$299.99	\$280.00
1	Biamp Tesira Forte AVB VT Audio Processor (Optional)	\$2,588.24	\$4,400.00	\$2,588.24
1	Ceiling Microphone - Primary Ceiling Mic, Beam Forming Multi Element, White (Optional)	\$1,058.82	\$1,800.00	\$1,058.82
1	Ceiling Microphone - Secondary Ceiling Mic, Beam Forming Multi Element, White (Optional)	\$552.94	\$940.00	\$552.94
1	Shure SLXD Wireless Microphone System with Beltpack Transmitter and Clip-On, Lapel Microphone - G58 (Optional)	\$747.53	\$869.00	\$747.53
1	Gooseneck Microphone (Optional)	\$285.00	\$285.00	\$285.00
1	TableTop Microphone Shock-Mount Plate, XLRf-Type (Optional)	\$59.00	\$59.00	\$59.00
1	Barco Clickshare CX-20 Wireless Collaboration System (Optional)	\$1,735.29	\$1,950.00	\$1,735.29
1	Bulk Cabling, Terminations, Wire Management, AV Interconnect, Control Interconnect (Optional)	\$288.00	\$299.00	\$288.00
<b>SubTotal</b>				\$0.00

Qty	Description	Unit Price	MSRP	Total
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### Roll Call Room

1	Barco Clickshare CX-20 Wireless Collaboration System	\$1,735.29	\$1,950.00	\$1,735.29
1	Engineering, Installation, Programming, Testing, Training	\$575.00	\$764.00	\$575.00

### SubTotal

\$2,310.29

### Classroom B

1	Sony Laser Video Projector - 6000 Lumen - WUXGA 16:10	\$3,225.00	\$3,899.00	\$3,225.00
1	Large Projector Mount - Universal, Micro-Adjustment with Pitch/Roll - 3.46" Height, 1.5NPT, 70lb Capacity - White	\$169.54	\$222.32	\$169.54
1	Above-Tile Suspended Ceiling Kit -Weight Capacity 60lbs	\$108.00	\$126.16	\$108.00
1	DaLite Idea Screen White Board / Projection Surface - 112" 16:10 (59.5" x 95.25")	\$1,539.00	\$2,052.00	\$1,539.00
1	Gooseneck Microphone	\$267.19	\$285.00	\$267.19
1	TableTop Microphone Shock-Mount Plate, XLR-Type	\$47.50	\$59.00	\$47.50
1	Barco C-10 Wireless HDMI Presentation System - Includes one USB-C Transmitter Button	\$1,437.50	\$1,450.00	\$1,437.50
1	Executive Multimedia Lectern - Width: 24-7/8", Depth: 25-1/4", Height: 45-1/4" - Hide-Away Locking Door - 14RU Front Rack Rails Included - Locking Rear Door - Available in Standard and Optional Finishes	\$1,538.82	\$2,199.00	\$1,538.82
1	Rack Frame - AV Cart Rack Frame - 14RU	\$97.65	\$139.99	\$97.65
1	Rack Hardware, AV Interconnect	\$387.21	\$399.00	\$387.21
1	Engineering, Installation, Programming, Testing, Training	\$4,742.50	\$6,486.00	\$4,742.50

### SubTotal

\$13,559.91

### Optional - Total for option \$18317.72 is not included on proposal total.

1	Crestron DMPS3-4K-150-C DigitalMedia Presentation System - Series 3 Processor DM Switcher - 10x1 - 2 DM in, Mirrored DM Out, Integrated Control - 4K Support (Optional)	\$3,235.29	\$5,500.00	\$3,235.29
1	Crestron TS-770-B-S Touch Screen Interface - 7" Touchscreen - Tabletop Version - Black (Optional)	\$1,294.12	\$2,200.00	\$1,294.12
1	PoE Injector - 802.3ab Gigabit Ethernet, 802.3af PoE 18 Watts Max., IEEE 802.3at PoE+ 30 Watts Max. (Optional)	\$39.99	\$59.99	\$39.99
1	PTZ Conferencing Camera - 10X Optical Zoom - 3G-SDI Output - 1080p - PoE - Gray (Optional)	\$762.50	\$780.00	\$762.50
1	PTZ Camera Mount - Wall Mount - Gray (Optional)	\$55.00	\$60.00	\$55.00

Qty	Description	Unit Price	MSRP	Total
1	USB Capture Interface - HD/3G-SDI (Optional)	\$280.00	\$299.99	\$280.00
1	Biamp Tesira Forte AVB VT Audio Processor (Optional)	\$2,588.24	\$4,400.00	\$2,588.24
1	Ceiling Microphone - Primary Ceiling Mic, Beam Forming Multi Element, White (Optional)	\$1,058.82	\$1,800.00	\$1,058.82
1	Ceiling Microphone - Secondary Ceiling Mic, Beam Forming Multi Element, White (Optional)	\$552.94	\$940.00	\$552.94
1	Shure SLXD Wireless Microphone System with Beltpack Transmitter and Clip-On, Lapel Microphone - G58 (Optional)	\$747.53	\$869.00	\$747.53
1	Barco Clickshare CX-20 Wireless Collaboration System (Optional)	\$1,735.29	\$1,950.00	\$1,735.29
1	Bulk Cabling, Terminations, Wire Management, AV Interconnect, Control Interconnect (Optional)	\$288.00	\$299.00	\$288.00
<b>SubTotal</b>				\$0.00

### Classroom C

1	Sony Laser Video Projector - 6000 Lumen - WUXGA 16:10	\$3,035.29	\$3,899.00	\$3,035.29
1	Large Projector Mount - Universal, Micro-Adjustment with Pitch/Roll - 3.46" Height, 1.5NPT, 70lb Capacity - White	\$159.56	\$222.32	\$159.56
1	Above-Tile Suspended Ceiling Kit -Weight Capacity 60lbs	\$108.00	\$126.16	\$108.00
1	DaLite Idea Screen White Board / Projection Surface - 112" 16:10 (59.5" x 95.25")	\$1,539.00	\$2,052.00	\$1,539.00
1	Gooseneck Microphone	\$267.19	\$285.00	\$267.19
1	TableTop Microphone Shock-Mount Plate, XLRF-Type	\$47.50	\$59.00	\$47.50
1	Barco C-10 Wireless HDMI Presentation System - Includes one USB-C Transmitter Button	\$1,437.50	\$1,450.00	\$1,437.50
1	Executive Multimedia Lectern - Width: 24-7/8", Depth: 25-1/4", Height: 45-1/4" - Hide-Away Locking Door - 14RU Front Rack Rails Included - Locking Rear Door - Available in Standard and Optional Finishes	\$1,538.82	\$2,199.00	\$1,538.82
1	Rack Frame - AV Cart Rack Frame - 14RU	\$97.65	\$139.99	\$97.65
1	Rack Hardware, AV Interconnect	\$387.21	\$399.00	\$387.21
1	Engineering, Installation, Programming, Testing, Training	\$4,742.50	\$6,486.00	\$4,742.50
<b>SubTotal</b>				\$13,360.22

**Optional - Total for option \$18317.72 is not included on proposal total.**

1	Crestron DMPS3-4K-150-C DigitalMedia Presentation System - Series 3 Processor DM Switcher - 10x1 - 2 DM in, Mirrored DM Out, Integrated Control - 4K Support (Optional)	\$3,235.29	\$5,500.00	\$3,235.29
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Qty	Description	Unit Price	MSRP	Total
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1	PoE Injector - 802.3ab Gigabit Ethernet, 802.3af PoE 18 Watts Max., IEEE 802.3at PoE+ 30 Watts Max. (Optional)	\$39.99	\$59.99	\$39.99
1	PTZ Conferencing Camera - 10X Optical Zoom - 3G-SDI Output - 1080p - PoE - Gray (Optional)	\$762.50	\$780.00	\$762.50
1	PTZ Camera Mount - Wall Mount - Gray (Optional)	\$55.00	\$60.00	\$55.00
1	USB Capture Interface - HD/3G-SDI (Optional)	\$280.00	\$299.99	\$280.00
1	Biamp Tesira Forte AVB VT Audio Processor (Optional)	\$2,588.24	\$4,400.00	\$2,588.24
1	Ceiling Microphone - Primary Ceiling Mic, Beam Forming Multi Element, White (Optional)	\$1,058.82	\$1,800.00	\$1,058.82
1	Ceiling Microphone - Secondary Ceiling Mic, Beam Forming Multi Element, White (Optional)	\$552.94	\$940.00	\$552.94
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1	Barco Clickshare CX-20 Wireless Collaboration System (Optional)	\$1,735.29	\$1,950.00	\$1,735.29
1	Bulk Cabling, Terminations, Wire Management, AV Interconnect, Control Interconnect (Optional)	\$288.00	\$299.00	\$288.00
<b>SubTotal</b>				\$0.00

A service charge of 1.5% per month or 18% annually will be applied to any unpaid balance on past due accounts.

<b>MSRP</b>	<b>\$49,086.76</b>
<b>Discount</b>	<b>\$10,798.52</b>
<b>SubTotal</b>	<b>\$38,288.24</b>
<b>Tax</b>	<b>\$0.00</b>
<b>Shipping</b>	<b>\$1,216.00</b>
<b>Total</b>	<b>\$39,504.24</b>

## Terms and Conditions

### Definitions

Authorizing Agent is defined as the individual who signs in agreement to the terms and conditions of the quote. The authorizing agent is also defined and referred to as "The Client".  
Warranty is defined as the manufacturer's warranty for quoted product only. Warranty does not cover the required labor to replace a product under warranty by Smart Offices / Smart Homes staff.

1. Purchase of Equipment and Services. Smart Homes / Smart Offices, hereafter referred to as SHSO, sells to the Client and Client buys from SHSO the equipment and services described above. The equipment, together with all replacements, repairs, additions, substitutions and accessories as agreed by the parties under paragraph 18, are collectively referred to as the "Goods".

The expenses of any services or materials that may be required to complete the Project, including, but not limited to electrical, underground trenching, laying or supplying conduit for outside wiring, drywall, painting, cabinets, and finished carpentry are not included in this Agreement unless explicitly stated, and Client is solely responsible for retaining qualified contractors for such services, and if necessary, coordinate their services with SHSO in order to complete the Project in a timely manner.

2. Delivery of the Goods and Services. SHSO shall deliver, install goods and provide services in the manner described and outlined in the Quote.

3. Hours of Operation. SHSO's normal working hours are 8:00 AM to 5:00 PM, Monday through Friday. The Client is obligated to notify SHSO at the time of scheduling if any work outside of these hours is necessary. SHSO will do its best to accommodate these requests; however, work performed outside of these hours may result in additional fees in accordance with SHSO hourly compensation rates.

4. Sale Price and Payment Schedule. The sale price for the Project shall be the amount provided above, adjusted for any increases and reductions resulting from written change orders executed by the parties.

The Client's payment is due immediately upon receipt of invoice. Any balance unpaid after thirty (30) days of the invoice date will accrue interest at one and one-half percent (1½%) per month until fully paid, and SHSO is not required to perform until the unpaid balance is current. The client will make progress payments under the payment schedule defined in this quote.

SHSO will not order any Goods or perform any services associated with the project until the Client submits any required deposit for Goods.

5. Warranties and Claims. SHSO warrants and represents that it has marketable title to the Goods, free of any liens, claims and encumbrances at time of delivery and that it has the right to sell the Goods and perform its obligations under this Agreement. SHSO makes no representations or warranties regarding the obsolescence, discontinuation or unavailability of the Goods.

SHSO assigns to the Client, to the extent assignable and without recourse to SHSO, all warranties from any manufacturer. In the event the Goods are returned to SHSO, all such warranties shall be deemed reassigned to SHSO. SHSO will also assist Client with any reasonable claim against any manufacturer for defective Goods.

SHSO warrants the workmanship of the services provided to Client for ninety (90) days after the completion date of the Project. Client must submit written notice to SHSO with sufficient detail describing any claim for defective workmanship during the ninety (90) day period.

6. Title to the Goods. Title to the Goods will be transferred to Client upon delivery to and acceptance by the Client. SHSO retains a security interest in the Goods until Client pays in full and authorizes SHSO to file any statement or other instrument confirming the security interest of SHSO in the Goods, including financing statements.

7. Scope of Work. If the project involves a retro-fit or remodel of an existing structure, and the proposed services exceed the estimated completion time because of unforeseen circumstances, obstructions or hidden systems that were not initially understood by the parties, the Client agrees that SHSO will charge at an hourly rate of ninety nine dollars (\$99) for additional labor to complete the Project. SHSO agrees to contact the Client as soon as reasonably possible if additional Services are required to complete the Project.

Where applicable, SHSO will supply the client or contractor with any required LAN requirements or specifications for any system designed by SHSO, or system(s) SHSO is developing programming logic for the Client. Delays or required extra labor resulting from network problems, system failures, and/or improper operations is billable by SHSO at the above labor rates.

8. Risk of Loss. Client shall bear all risks of loss or damage to Goods from any cause from date of delivery to Client. Client shall be required to fully pay SHSO for the Goods if the Goods are damaged after delivery to Client.

9. Insurance. Client shall keep the Goods insured against all risks of loss or damage from every cause for not less than the full replacement value until Client fully pays the sales price and maintains an insurance policy for the replacement value of all improvements made to Client's property and public liability insurance for the benefit of SHSO, its employees and contractors while performing services at Client's property.

SHSO will maintain any required insurance for workers' compensation, property liability for Client's premises, or other claims resulting from SHSO performance under this Agreement.

10. Taxes and Charges. SHSO and Client will pay any sales, use or other taxes that are properly imposed upon either of them by any governmental authority for the transaction contemplated by this Agreement.

11. Shipping Charges. The Client agrees to reimburse in full any shipping charges directly related to the project. This includes shipping charges associated with the purchase of goods from a product vendor, incurred by SHSO and delivered directly to SHSO; goods purchased from a product vendor, incurred by SHSO and directly delivered to the Client; goods purchased from a product vendor, incurred by SHSO and shipped initially to SHSO and later forwarded to the Client from SHSO in the event the Project site location is determined by SHSO to be outside a reasonable driving range.

12. Indemnity. SHSO and Client shall indemnify and hold each other harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including legal fees arising out of, connected with, or resulting from the breach by either party of their respective obligations under this Agreement. The parties' indemnities to each other shall survive the termination or expiration of the Agreement.

13. Default and Remedies. If either party defaults in their respective obligations under this Agreement, the non-defaulting party will deliver to the defaulting party a "Notice of Default" specifying the default and requesting correction within ten (10) days after receipt.

If the default is not corrected, the non-defaulting party may pursue all available remedies at law and in equity. Additionally, SHSO may suspend or terminate its performance, retain all deposits, and to the extent permitted by applicable law, exercise any one or more of the following remedies: (i) Declare the entire unpaid balance of payments immediately due and payable and recover the present value of all remaining payments for the balance of the term of this Agreement discounted to the date of default at four percent (4%) per annum; or (ii) Require Buyer to return the Goods at Client's expense to a place designated by SHSO and to recover possession of all items of Goods upon demand or notice to Client, without any court order or pre-taking hearing.

SHSO may, at its option, use, ship, store, repair or recondition all Goods recovered and sell or otherwise dispose of any such Goods at a private or public sale. SHSO will offset the balance of the sales price by the proceeds of any sale of the Goods and the value of the Goods returned to SHSO.

The Client is liable for and obligated to pay to SHSO all expenses incurred by SHSO regarding the enforcement of any of SHSO remedies including all expenses of repossessing, storing, shipping, repairing and selling the Goods.

14. Assignment. Client shall not assign this Agreement or any interest under this Agreement without SHSO written consent.

15. Governing Law. SHSO and Client consent to the jurisdiction of the courts of the State of Michigan regarding any action arising out of this Agreement. This Agreement shall be governed by and construed according to the laws of the State of Michigan. Venue for any action other than a lien foreclosure is any court having jurisdiction in Ingham County, Michigan. The parties waive their respective rights to a jury trial and the prevailing party is entitled to recover its costs and attorney fees.

16. General. This Agreement is binding upon the heirs, personal representatives, successors and permitted assigns of the parties. This Agreement contains the entire arrangement between SHSO and Client, and no modification of this Agreement shall be effective unless in writing and executed by the parties.

This Agreement incorporates by reference any exhibits, drawings and documentation under paragraph 17, Payment Schedules under paragraph 4, Change Orders under paragraph 19, and other information signed by the parties that describes the parties' obligations under this Agreement. If any provision of this Agreement is rendered unenforceable by the court, then such provision shall be deemed deleted, however, all other provisions shall remain in full force and effect.

All notices under this Agreement shall be deemed given when delivered personally, via email or when sent by first class mail to the party intended at its address or such other addresses the party may provide in writing from time to time.

17. Drawings & Documentation. Drawings and documentation for the Project prepared by SHSO as a systems integrator may be subject to a design documentation only fee. The Client will pay for a design retainer as specified in the Quote at the time the design is submitted. Any design retainer for the Project is non-refundable.

18. Obsolete Goods. SHSO reserves the right to replace obsolete, discontinued or unavailable Goods with comparable models of equal or greater value with Client's written consent. SHSO makes no representations or warranties regarding the obsolescence, discontinuation or unavailability of the Goods.

19. Change Orders. The Client may order changes, additions or modifications to the Project ("Change Orders") if the Client signs and submits the Change Orders to SHSO.

SHSO will provide the Client with acceptance or rejection and a written estimate of the additional costs or cost reductions for the Change Orders within fifteen (15) days of Client's submission to SHSO.

The Client must immediately pay any additional costs for the accepted Change Orders, unless SHSO, in writing, agrees to alternative payment arrangements, and the Client's Change Orders will not affect the payment schedule provided in the quote.

SHSO will notify the Client of any change to the Project's completion date, and SHSO will not be responsible for any delays resulting from the Client's Change Orders.

20. Early Termination of Agreement. Termination of this agreement by the Client may be done only in writing with a 30 day notice. Upon receipt of the termination letter, SHSO will refrain from beginning any new work and identify, in partnership with the Client, work that is to be concluded within the 30 day window.

At the end of the 30 day notice of early termination, all open invoices must be paid in full or the Client agrees to pay in full the cost of the Project as originally quoted or most recently amended in the Change Quote.

21. Client Cooperation and Noninterference. The Client agrees to refrain from any worksite interference, including, but not limited to directing workers' job performance, excluding them from the work site, demanding performance and removing permits from the work site.

Delays created by other contractors and or sub-contractors hired by the Client, and that cause additional work for SHSO will be invoiced at the normal labor rates specified above.

In the event the actions of the Client, a contractor or sub-contractor hired by the Client results in a SHSO representative's inability to begin or complete work as outlined in the Agreement, the Client may be assessed a service call charge and a time to complete the work as described in the Project will need to be rescheduled.

An adult must be present on site at all times when a minor child is also on the premises. If a SHSO representative arrives at the job site to provide service as outlined in the quote and a minor child is present with no adult, no work will be performed and the Client may be assessed a service fee for time and travel.

22. Circumstances Outside the Reasonable Control of Either Party. If the Project's completion is prevented or delayed due to circumstances outside the reasonable control of either SHSO or the Client, including, but not limited to damage or destruction of the building, fire, accident, vandalism, earthquake, hurricane, tornado, windstorm, theft, labor strikes, warfare, material shortage, governmental delays in issuing permits, certificates or inspections, litigation, or any act of God, then completion of the Project shall be delayed until a later date and SHSO and Client will execute a Change Order reflecting the revised completion date.

SHSO may terminate this Agreement if Client declines to sign the Change Order and Client will immediately remit to SHSO all amounts due for Goods and services performed through the date SHSO performance is prevented or delayed.

23. Existing Legacy Equipment. Client may want to use equipment they already own or purchase hardware separately as part of the overall system implementation. SHSO will review the request and support the integration of client-supplied equipment into the scope of work if possible.

SHSO is held harmless by the Client and is not responsible for any defects to legacy equipment and is under no obligation to assist the Client with any claim against any manufacturer for defective goods not purchased through SHSO.

Any programming, configuration and installation time related to equipment that is supplied by the client will be charged as time and materials.

The authorizing agent acknowledges and accepts responsibility for the configuration and physical condition of any legacy equipment and its performance in its current state. The authorizing agent also agrees to hold Smart Offices / Smart Homes harmless in the event legacy equipment is unable to support the configuration requirements and integration of the quoted hardware upon installation by Smart Offices / Smart Homes staff. The authorizing agent further acknowledges that by approving this quote, SHSO offers no additional warranty on quoted hardware outside of those guarantees made in the manufacturer's warranty.

Acceptance of the contract constitutes agreement to these general terms and conditions.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_