Proposal



Sold To: City of Blaine

Jon Haukaas 1801 101st Ave NE Blaine, MN 55449 United States

Phone: Fax:

Email: jhaukaas@blainemn.gov

Ship To: City of Blaine

Jon Haukaas

1801 101st Ave NE Blaine, MN 55449 United States

Phone: Fax:

Quote #

Email: jhaukaas@blainemn.gov

Well House Access Control Addition

The following proposal outlines the necessary items for the expansion of the access control system into the Blaine Water Wellhouses.

This includes putting a card reader at each of the 10 EXISTING stations which have 1 pedestrian door each.

Each door application includes a card reader, door contact, request to exit sensor, lock pick guard, cable, patch cord, controller and conduit stub up at each door application 10'.

The Wellhouses included in this proposal are.....

Wellhouse 1

Wellhouse 2

Wellhouse 5

Wellhouse 7

Wellhouse 8

Wellhouse 9

Wellhouse 10

Wellhouse 11

Wellhouse 14

Wellhouse 16

Date

*Well 3 & 4 are inside of WTP1

*Well 6 is inside of WTP3

*Well 12 & 13 are inside of WTP2

Quote Valid For

* Well 15 is not yet built

An option has been provided within the proposal to install a card reader in each of the other doors at each facility (if it has more than one door) The base project allows for door contacts and request to exiit sensors on all non-card reader doors. This option adds a card reader to those doors as well.

- [Da	ic	Quote valia i oi		Quote #	rtcp	1011113	
	08/22	2/19	30 days		PTDQ22026-01	Tim Ferrian	Net 30 days	
	Line	Qty	Description			Unit Pri	ice Ext. Price	Э
	1		Single Reader	Addition at Each Existing Wellhouse	•			
	2	10	POWER SUPPLY	12/24VDC 1.75A UL 2-OUTPUT, LARGE E	NCLOSURE	\$185	.44 \$1,854.40	O
	3	10	SINGLE DOOR PO	OE INTELLIGENT CONTROLLER. SUPPO	RTS ONE DOOR	\$760	.77 \$7,607.70	O

4	30	USING A SINGLE READER OR TWO READERS WITH AN IN/OUT READER CONFIGURATION. BATTERY, 12V 7.2 AH SEALED LEAD ACID	\$18.75	\$562.50
5	10	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT	\$2.42	\$24.20
6	10	CAT6 QUICKPORT CONNECTOR JACK IVORY	\$9.13	\$91.30
7	10	CARD READER, MULTICLASS, RP40, READ ONLY, BLACK, PIGTAIL LEAD	\$193.37	\$1,933.70
8	10	PATCH CABLE, CAT6 14-FOOT YELLOW BOOTED GB PART #25052917	\$5.88	\$58.80
9	1,000	CABLE, CARD ACCESS COMPOSITE	\$0.96	\$960.00
10	10	150 LATCH GUARD	\$44.79	\$447.90
11	1	STRIKE, RIM EXIT DEVICE, 3/4"D SURF MNT 12/24VDC, FS/NFS, STAINLESS STEEL	\$351.12	\$351.12
12	7	ELECTRIC STRIKE, FOR CYLINDRICAL AND MORTISE LOCKS WITHOUT DEADBOLT, FAIL SAFE / SECURE, 12VDC 240MA, 24VDC 120MA, 1-3/8" DEPTH, COMPLETE KIT W/4 FACEPLATES, SATIN STAINLESS STEEL.	\$414.96	\$2,904.72
13	36	DOOR CONTACT, 1" RECESSED WIDE GAP WIRE LEADS GRAY	\$8.73	\$314.28
14	26	REX REQUEST TO EXIT DETECTOR, PIR, SOUNDER, LIGHT GRAY	\$72.62	\$1,888.12
15	27	CONDUIT, 3/4" EMT 10FT	\$6.40	\$172.80
16	27	MISC MATERIALS, CONNECTORS, ETC.	\$61.82	\$1,669.14
17	14	CAD DESIGN SERVICES - DRAWINGS AND DOCUMENTATION AND SYSTEM DESIGN	\$88.00	\$1,232.00
18	14	ENG DESIGN SERVICES	\$88.00	\$1,232.00
19	14	ONE YEAR WARRANTY	\$50.00	\$700.00
20	14	MATERIAL ACQUISTION AND SHIPPING	\$41.67	\$583.38
21	300	STATE CONTRACT- INSTALLATION AND PROGRAMMING	\$95.00	\$28,500.00
22	35	PROJECT MANAGMENT - SCHEDULE, MOBILIZE, AND QC	\$88.00	\$3,080.00
23		SubTotal		\$58,632.06
24				
25		Option to add a card reader at all extra doors within the well houses		
26	9	SWITCH, HARDENED UNMANAGED, 10/100/1000M 4-PORT POE+, 2-SFP 100/1000 FIBER PORT.	\$427.68	#2 040 42
27	17			\$3,849.12
വ		POWER SUPPLY 12/24VDC 1.75A UL 2-OUTPUT, LARGE ENCLOSURE	\$185.44	\$3,152.48
28	17	POWER SUPPLY 12/24VDC 1.75A UL 2-OUTPUT, LARGE ENCLOSURE SINGLE DOOR POE INTELLIGENT CONTROLLER. SUPPORTS ONE DOOR USING A SINGLE READER OR TWO READERS WITH AN IN/OUT READER	\$185.44 \$760.77	
29	17 51	POWER SUPPLY 12/24VDC 1.75A UL 2-OUTPUT, LARGE ENCLOSURE SINGLE DOOR POE INTELLIGENT CONTROLLER. SUPPORTS ONE DOOR		\$3,152.48
		POWER SUPPLY 12/24VDC 1.75A UL 2-OUTPUT, LARGE ENCLOSURE SINGLE DOOR POE INTELLIGENT CONTROLLER. SUPPORTS ONE DOOR USING A SINGLE READER OR TWO READERS WITH AN IN/OUT READER CONFIGURATION.	\$760.77	\$3,152.48 \$12,933.09
29	51	POWER SUPPLY 12/24VDC 1.75A UL 2-OUTPUT, LARGE ENCLOSURE SINGLE DOOR POE INTELLIGENT CONTROLLER. SUPPORTS ONE DOOR USING A SINGLE READER OR TWO READERS WITH AN IN/OUT READER CONFIGURATION. BATTERY, 12V 7.2 AH SEALED LEAD ACID	\$760.77 \$18.75	\$3,152.48 \$12,933.09 \$956.25
29 30	51 17	POWER SUPPLY 12/24VDC 1.75A UL 2-OUTPUT, LARGE ENCLOSURE SINGLE DOOR POE INTELLIGENT CONTROLLER. SUPPORTS ONE DOOR USING A SINGLE READER OR TWO READERS WITH AN IN/OUT READER CONFIGURATION. BATTERY, 12V 7.2 AH SEALED LEAD ACID SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT	\$760.77 \$18.75 \$2.42	\$3,152.48 \$12,933.09 \$956.25 \$41.14
29 30 31	51 17 17	POWER SUPPLY 12/24VDC 1.75A UL 2-OUTPUT, LARGE ENCLOSURE SINGLE DOOR POE INTELLIGENT CONTROLLER. SUPPORTS ONE DOOR USING A SINGLE READER OR TWO READERS WITH AN IN/OUT READER CONFIGURATION. BATTERY, 12V 7.2 AH SEALED LEAD ACID SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT CAT6 QUICKPORT CONNECTOR JACK IVORY	\$760.77 \$18.75 \$2.42 \$9.13	\$3,152.48 \$12,933.09 \$956.25 \$41.14 \$155.21
29 30 31 32	51 17 17 17	POWER SUPPLY 12/24VDC 1.75A UL 2-OUTPUT, LARGE ENCLOSURE SINGLE DOOR POE INTELLIGENT CONTROLLER. SUPPORTS ONE DOOR USING A SINGLE READER OR TWO READERS WITH AN IN/OUT READER CONFIGURATION. BATTERY, 12V 7.2 AH SEALED LEAD ACID SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT CAT6 QUICKPORT CONNECTOR JACK IVORY CARD READER, MULTICLASS, RP40, READ ONLY, BLACK, PIGTAIL LEAD PATCH CABLE, CAT6 14-FOOT YELLOW BOOTED	\$760.77 \$18.75 \$2.42 \$9.13 \$193.37	\$3,152.48 \$12,933.09 \$956.25 \$41.14 \$155.21 \$3,287.29
29 30 31 32 33	51 17 17 17 17	POWER SUPPLY 12/24VDC 1.75A UL 2-OUTPUT, LARGE ENCLOSURE SINGLE DOOR POE INTELLIGENT CONTROLLER. SUPPORTS ONE DOOR USING A SINGLE READER OR TWO READERS WITH AN IN/OUT READER CONFIGURATION. BATTERY, 12V 7.2 AH SEALED LEAD ACID SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT CAT6 QUICKPORT CONNECTOR JACK IVORY CARD READER, MULTICLASS, RP40, READ ONLY, BLACK, PIGTAIL LEAD PATCH CABLE, CAT6 14-FOOT YELLOW BOOTED GB PART #25052917 150 LATCH GUARD STRIKE, RIM EXIT DEVICE, 3/4"D SURF MNT 12/24VDC, FS/NFS, STAINLESS STEEL	\$18.75 \$2.42 \$9.13 \$193.37 \$5.88	\$3,152.48 \$12,933.09 \$956.25 \$41.14 \$155.21 \$3,287.29 \$99.96 \$761.43 \$2,106.72
29 30 31 32 33	51 17 17 17 17	POWER SUPPLY 12/24VDC 1.75A UL 2-OUTPUT, LARGE ENCLOSURE SINGLE DOOR POE INTELLIGENT CONTROLLER. SUPPORTS ONE DOOR USING A SINGLE READER OR TWO READERS WITH AN IN/OUT READER CONFIGURATION. BATTERY, 12V 7.2 AH SEALED LEAD ACID SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT CAT6 QUICKPORT CONNECTOR JACK IVORY CARD READER, MULTICLASS, RP40, READ ONLY, BLACK, PIGTAIL LEAD PATCH CABLE, CAT6 14-FOOT YELLOW BOOTED GB PART #25052917 150 LATCH GUARD STRIKE, RIM EXIT DEVICE, 3/4"D SURF MNT 12/24VDC, FS/NFS, STAINLESS	\$760.77 \$18.75 \$2.42 \$9.13 \$193.37 \$5.88 \$44.79	\$3,152.48 \$12,933.09 \$956.25 \$41.14 \$155.21 \$3,287.29 \$99.96 \$761.43
29 30 31 32 33 34 35	51 17 17 17 17 17	POWER SUPPLY 12/24VDC 1.75A UL 2-OUTPUT, LARGE ENCLOSURE SINGLE DOOR POE INTELLIGENT CONTROLLER. SUPPORTS ONE DOOR USING A SINGLE READER OR TWO READERS WITH AN IN/OUT READER CONFIGURATION. BATTERY, 12V 7.2 AH SEALED LEAD ACID SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT CAT6 QUICKPORT CONNECTOR JACK IVORY CARD READER, MULTICLASS, RP40, READ ONLY, BLACK, PIGTAIL LEAD PATCH CABLE, CAT6 14-FOOT YELLOW BOOTED GB PART #25052917 150 LATCH GUARD STRIKE, RIM EXIT DEVICE, 3/4"D SURF MNT 12/24VDC, FS/NFS, STAINLESS STEEL ELECTRIC STRIKE, FOR CYLINDRICAL AND MORTISE LOCKS WITHOUT DEADBOLT, FAIL SAFE / SECURE, 12VDC 240MA, 24VDC 120MA, 1-3/8"	\$760.77 \$18.75 \$2.42 \$9.13 \$193.37 \$5.88 \$44.79 \$351.12	\$3,152.48 \$12,933.09 \$956.25 \$41.14 \$155.21 \$3,287.29 \$99.96 \$761.43 \$2,106.72
29 30 31 32 33 34 35 36	51 17 17 17 17 17 6 11	POWER SUPPLY 12/24VDC 1.75A UL 2-OUTPUT, LARGE ENCLOSURE SINGLE DOOR POE INTELLIGENT CONTROLLER. SUPPORTS ONE DOOR USING A SINGLE READER OR TWO READERS WITH AN IN/OUT READER CONFIGURATION. BATTERY, 12V 7.2 AH SEALED LEAD ACID SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT CAT6 QUICKPORT CONNECTOR JACK IVORY CARD READER, MULTICLASS, RP40, READ ONLY, BLACK, PIGTAIL LEAD PATCH CABLE, CAT6 14-FOOT YELLOW BOOTED GB PART #25052917 150 LATCH GUARD STRIKE, RIM EXIT DEVICE, 3/4"D SURF MNT 12/24VDC, FS/NFS, STAINLESS STEEL ELECTRIC STRIKE, FOR CYLINDRICAL AND MORTISE LOCKS WITHOUT DEADBOLT, FAIL SAFE / SECURE, 12VDC 240MA, 24VDC 120MA, 1-3/8" DEPTH, COMPLETE KIT W/4 FACEPLATES, SATIN STAINLESS STEEL. MISC MATERIALS, CONNECTORS, ETC. CAD DESIGN SERVICES - DRAWINGS AND DOCUMENTATION AND SYSTEM DESIGN	\$18.75 \$2.42 \$9.13 \$193.37 \$5.88 \$44.79 \$351.12 \$414.96 \$61.82 \$88.00	\$3,152.48 \$12,933.09 \$956.25 \$41.14 \$155.21 \$3,287.29 \$99.96 \$761.43 \$2,106.72 \$4,564.56 \$1,050.94 \$704.00
29 30 31 32 33 34 35 36 37 38	51 17 17 17 17 17 6 11	POWER SUPPLY 12/24VDC 1.75A UL 2-OUTPUT, LARGE ENCLOSURE SINGLE DOOR POE INTELLIGENT CONTROLLER. SUPPORTS ONE DOOR USING A SINGLE READER OR TWO READERS WITH AN IN/OUT READER CONFIGURATION. BATTERY, 12V 7.2 AH SEALED LEAD ACID SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT CAT6 QUICKPORT CONNECTOR JACK IVORY CARD READER, MULTICLASS, RP40, READ ONLY, BLACK, PIGTAIL LEAD PATCH CABLE, CAT6 14-FOOT YELLOW BOOTED GB PART #25052917 150 LATCH GUARD STRIKE, RIM EXIT DEVICE, 3/4"D SURF MNT 12/24VDC, FS/NFS, STAINLESS STEEL ELECTRIC STRIKE, FOR CYLINDRICAL AND MORTISE LOCKS WITHOUT DEADBOLT, FAIL SAFE / SECURE, 12VDC 240MA, 24VDC 120MA, 1-3/8" DEPTH, COMPLETE KIT W/4 FACEPLATES, SATIN STAINLESS STEEL. MISC MATERIALS, CONNECTORS, ETC. CAD DESIGN SERVICES - DRAWINGS AND DOCUMENTATION AND SYSTEM DESIGN ENG DESIGN SERVICES	\$18.75 \$2.42 \$9.13 \$193.37 \$5.88 \$44.79 \$351.12 \$414.96 \$61.82 \$88.00 \$88.00	\$3,152.48 \$12,933.09 \$956.25 \$41.14 \$155.21 \$3,287.29 \$99.96 \$761.43 \$2,106.72 \$4,564.56 \$1,050.94 \$704.00 \$704.00
29 30 31 32 33 34 35 36 37 38 39 40	51 17 17 17 17 17 6 11 17 8	POWER SUPPLY 12/24VDC 1.75A UL 2-OUTPUT, LARGE ENCLOSURE SINGLE DOOR POE INTELLIGENT CONTROLLER. SUPPORTS ONE DOOR USING A SINGLE READER OR TWO READERS WITH AN IN/OUT READER CONFIGURATION. BATTERY, 12V 7.2 AH SEALED LEAD ACID SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT CAT6 QUICKPORT CONNECTOR JACK IVORY CARD READER, MULTICLASS, RP40, READ ONLY, BLACK, PIGTAIL LEAD PATCH CABLE, CAT6 14-FOOT YELLOW BOOTED GB PART #25052917 150 LATCH GUARD STRIKE, RIM EXIT DEVICE, 3/4"D SURF MNT 12/24VDC, FS/NFS, STAINLESS STEEL ELECTRIC STRIKE, FOR CYLINDRICAL AND MORTISE LOCKS WITHOUT DEADBOLT, FAIL SAFE / SECURE, 12VDC 240MA, 24VDC 120MA, 1-3/8" DEPTH, COMPLETE KIT W/4 FACEPLATES, SATIN STAINLESS STEEL. MISC MATERIALS, CONNECTORS, ETC. CAD DESIGN SERVICES - DRAWINGS AND DOCUMENTATION AND SYSTEM DESIGN ENG DESIGN SERVICES	\$18.75 \$2.42 \$9.13 \$193.37 \$5.88 \$44.79 \$351.12 \$414.96 \$61.82 \$88.00 \$88.00 \$50.00	\$3,152.48 \$12,933.09 \$956.25 \$41.14 \$155.21 \$3,287.29 \$99.96 \$761.43 \$2,106.72 \$4,564.56 \$1,050.94 \$704.00 \$704.00 \$850.00
29 30 31 32 33 34 35 36 37 38	51 17 17 17 17 17 6 11	POWER SUPPLY 12/24VDC 1.75A UL 2-OUTPUT, LARGE ENCLOSURE SINGLE DOOR POE INTELLIGENT CONTROLLER. SUPPORTS ONE DOOR USING A SINGLE READER OR TWO READERS WITH AN IN/OUT READER CONFIGURATION. BATTERY, 12V 7.2 AH SEALED LEAD ACID SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT CAT6 QUICKPORT CONNECTOR JACK IVORY CARD READER, MULTICLASS, RP40, READ ONLY, BLACK, PIGTAIL LEAD PATCH CABLE, CAT6 14-FOOT YELLOW BOOTED GB PART #25052917 150 LATCH GUARD STRIKE, RIM EXIT DEVICE, 3/4"D SURF MNT 12/24VDC, FS/NFS, STAINLESS STEEL ELECTRIC STRIKE, FOR CYLINDRICAL AND MORTISE LOCKS WITHOUT DEADBOLT, FAIL SAFE / SECURE, 12VDC 240MA, 24VDC 120MA, 1-3/8" DEPTH, COMPLETE KIT W/4 FACEPLATES, SATIN STAINLESS STEEL. MISC MATERIALS, CONNECTORS, ETC. CAD DESIGN SERVICES - DRAWINGS AND DOCUMENTATION AND SYSTEM DESIGN ENG DESIGN SERVICES	\$18.75 \$2.42 \$9.13 \$193.37 \$5.88 \$44.79 \$351.12 \$414.96 \$61.82 \$88.00 \$88.00	\$3,152.48 \$12,933.09 \$956.25 \$41.14 \$155.21 \$3,287.29 \$99.96 \$761.43 \$2,106.72 \$4,564.56 \$1,050.94 \$704.00 \$704.00

43 44 \$88.00

\$1,760.00 \$57,740.58

Total

\$116,372.64

Statement of Work

- 1. PTD to provide the solution described above.
- 2. Proposal follows state contract S-813(5) guidelines.

Exclusions

- 1. IP addresses and switch ports will be needed.
- 2. 110VAC provided by others for powering the new power supplies.
- 3. Cardholder entry by others.
- 4. Any conduit desired beyond 10' will need to be provided by others.

Acceptance portion of the proposal and return to me.

Thank you again for giving me the opportunity to provide you with this information. If you should need any further clarification or assistance, don't hesitate to contact me! To proceed with the proposal, please sign the Proposal

Tim Ferrian 5929 Baker Road, Suite 400 Minnetonka, MN 55345 Email tferrian@pro-tecdesign.com Office (763) 231-8617 Cell (763) 370-7115 Fax (763) 233-6855

PROPOSAL ACCEPTANCE

Well House Access Control Addition

PTDQ22026-01

8/22/2019

City of Blaine

Jon Haukaas 1801 101st Ave NE Blaine, MN 55449 United States

City of Blaine				
Printed Name and Title:				
Signature:		Date:		
PO# / Reference # (optional):				
Pro-Tec Design, Inc.				
Printed Name and Title: Tim Ferrian		Senior Business Development Manager		
Signature:		Date:	3/16/2020	

Standard Terms and Conditions

FINANCIAL

- 1. No provisions of this Proposal/Contract shall serve to void our rights under Mechanics' Lien Laws.
- 2. We do not accept back charges that have not been previously agreed to by us in writing.
- 3. Late payments of 60 days or more will bear interest at the standard prevailing commercial rate
- 4. Unless otherwise specified, you will be billed for 30% of the project total immediately after the receipt of an order. Prompt payment is required to order parts and cover other costs associated with project start-up.
- 5. Progress billings will be issued monthly and unless specified in a separate contract all payments are due net 30.
- 6. Nothing in this Proposal/Contract shall be construed to require us to continue performance of work if we do not receive timely payment for properly performed work and suitably stored materials.
- 7. We retain title to all equipment until installation is complete and all payments due Pro-Tec Design have been paid in full. We reserve the right to retake possession of the same or any part thereof at your cost if default is made by you in any payment. If customer fails to follow the payment schedule(s) above or if Pro-Tec Design anticipates Customer may be unable to perform hereunder, Pro-Tec Design may terminate this contract, defer, discontinue or suspend work, or demand adequate assurance of Customer's performance. If a Customer's account must be placed with an attorney for collection, whether a lawsuit is filed or otherwise, or if the services of an attorney are required to protect Pro-Tec Design's interest, Customer agrees to pay all collection costs, including reasonable attorney's fees.
- 8. Alterations or modifications of the original quotation or specifications, including changes in quantity, material, design or other features, must be communicated in writing by Customer to Pro-Tec Design and accepted by Pro-Tec Design in writing, it being understood any change may increase prices. Customer shall be liable for an reimburse Pro-Tec Design for any and all work in process at the time of Pro-Tec Design's receipt of notice of changes.

SITE CONDITIONS AND WORK PERFORMANCE

- 9. We are not responsible for protection of our work in place.
- 10. We will dispose of debris created by our work into Owner-furnished trash bins or container at the site.
- 11. You shall furnish and make available to us at the site reasonable storage and parking facilities, and convenient delivery access to our work.
- 12. You shall provide uncluttered and safe access for us to perform our work. The schedule of any other contractors involved in this project shall be made in consultation with us, and unless otherwise agreed to, shall provide time for us to perform our work on an 8-hour day, 40-hour week basis. This Proposal/Contract does not include provision for our being required to perform overtime work for any reasons unless otherwise stated. An additional charge to the contract shall be made for any mutually agreed upon overtime.
- 13. We are not responsible for delays or defaults that are occasioned by causes of any kind beyond our control, Including but not limited to delays or defaults of Architects, the Owner, the Contractor, any Subcontractors, other third parties, civil disorders, labor disputes, and Acts of God. We shall be entitled to equitable adjustment for delays caused by any Architect, Engineer, Contractor, or Owner.
- 14. If any drawings, Illustrations, or descriptive matter are furnished with this Proposal/Contract, they are approximate and submitted only to show the general style, arrangement, and dimensions of equipment offered.
- 15. All work will be done during standard business hours, Monday through Friday unless otherwise noted.

WARRANTY

16. No liquidated damages will be due.

- 17. THERE ARE NO WARRANTIES THAT EXTEND BEYOND PRO-TEC DESIGN'S STATED SPECIFICATIONS. PRO-TEC SPECIFICALLY EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY FO MERCHANTIBILITY, IMPLIED WARRANTY OF FITNESS, IMPLIED WARRANTY OF DESIGN, AND ALL OTHER IMPLIED WARRANTIES. Customer's sole remedy in any action at law based hereunder (other than an action based on breach of warranty, which warranties are expressly excluded except as set forth herein) shall be limited to the repair or replacement of nonconforming goods ore parts, or, at Pro-Tec Design's option, refund of the applicable quote. IN NO EVENT SHALL PRO-TEC DESIGN BE RESPONSIBLE FOR ANY CONSEQUENTIAL ORE ECONOMIC DAMAGES OR LOSS, LOST PROFITS OR CONSEQUENTIALDAMAGES FOR PERSONAL INJURY. CUSTOMER AGREES THAT THIS PROVISION IS CONSCIONABLE.
- 18. Pro-Tec Design will warranty the labor and materials covered under this quotation for one year from the date of first beneficial use of the system provided the Owner is current in their payments to Pro-Tec Design, Inc. Accounts that are not current shall not receive warranty work until said accounts are made current. Pro-Tec Design will respond during normal business hours Monday through Friday. Weekends, Holidays and after hours warranty support will be billable at standard overtime rates. Warranty does not include replacement or repair of equipment damaged by Misuse, Negligence, Over or Under Voltage, or "Acts of God" such as lightning or other weather related incidents. Warranty only covers the repair or replacement of any parts supplied by Pro-Tec and any labor and travel to and from the site to execute said repairs for one (1) year from the date the Owner has beneficial use of the system. No warranty is extended to not in contract (NIC) equipment. NIC equipment is defined as any equipment not supplied by Pro-Tec or existing equipment that is re-used. The troubleshooting, repair or replacement of NIC equipment will be provided by Pro-Tec at a time and materials basis.
- 19. Pro-Tec Design Is not an insurer of Customer's risks and exposures, Pro-Tec shall not be liable for any failure to perform under this Agreement due to any "Act of God," "Force Majeure," of another cause beyond Pro-Tec Design's control. Pro-Tec Design shall not be liable for any loss or damage caused in whole or in part from negligence, fault, or wrongful act of Customer or of any third persons or parties. Services provided under this Agreement are for the sole benefit of the Customer and no rights are, or may be, conferred on any other party as a third-party beneficiary, by transfer or assignment, or otherwise. Pro-Tec Design's total liability is limited to the contract price; as matter of law, this limitation does not apply to fraud, willful injury, or willful violation of the law.

OTHER

- 20. This Proposal/Contract, including the provisions printed above and any specifications or other provisions attached hereto, when accepted by you and Pro-Tec Design shall constitute the Contract between us, and all prior representations or agreements not incorporated herein are superseded. Any terms or conditions contained in any Customer proposal/contract/purchase order are expressly rejected and shall not bind Pro-Tec Design or affect or invalidate any terms contained herein. Terms and conditions herein shall not be modified except upon Pro-Tec Design's express written agreement.
- 21. This Proposal/Contract shall be interpreted and governed by the laws of the State of Minnesota. Any disputes arising out of business conduced hereunder shall be venued in the district court of the State of Minnesota. In case of dispute, the prevailing party shall be awarded reasonable attorney's fees.
- 22. The design and/or intent of the items listed in this system specification is considered intellectual property and owned by Pro-Tec Design and will not be disclosed to any party other than those intended by Pro-Tec Design. Disclosure of this design/intent will subject the discloser to Consultant Fees equivalent of the above listed design/build quotation.
- 23. Customer agrees that during the term of this contract and for two years following termination, they will not directly or indirectly solicit for hire nor contract for services any employee who performs services hereunder without Pro-Tec Design's written consent
- 24. This proposal and any documents associated with it supersede any prior verbal or written information provided.