

**CHANGE ORDER FORM
(ATTACHMENT A TO SPECIAL CONDITIONS)**

Project: A/V Upgrade B2420 Change Order #: 2
 Date: 06/16/20 Contract #: B200182
 Contractor: J.D. General Construction, Inc.

Pursuant to the General Conditions, this Change Order Form shall be used for all Change Orders associated with the Work. No additions or deletions to this form shall be allowed, except with permission of the District.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE:

- Item No. 1** - Per RFI No. 19 & 20 response indicated to provide a processor that supported HDCP for the audio-video system. A cost difference between original processor and required processor was provided.
- Item No. 2** - Per RFI No. 25 response indicated to provide additional equipment and programming to provide lecture capture feature for the audio-video system.
- Item No. 3** - Per CFD No. 1 indicated to provide final tariff cost for the DigiLED panels from China.
- Item No. 4** - Due to COVID-19, DigiLED manufacture plant in China was shut-down which delayed the panel shipment to USA. A total of 168 non-compensable calendar days, is being added to the contract schedule. The revised contract completion date will be 07/31/2020.

Contractor accepts the terms and conditions stated as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above described changes in accordance with the terms set forth herein and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents. The adjustment of the Contract Price and the Contract Time for the changes noted in this Change Order (the "Changes") represents the full and complete adjustment of the Contract Time and the Contract Price due the Contractor for providing and completing such Changes, including without limitation: (i) all costs (whether direct or indirect) for labor, equipment, materials, tools, supplies and/or services; (ii) all general and administrative overhead costs (including without limitation, home office, field office and Site general conditions costs) and profit; and (iii) all impacts, delays, disruptions, interferences, or hindrances in providing and completing the Changes. Contractor waives all rights, including without limitation those arising under Civil Code Section 1542, for any other adjustment of the Contract Price or the Contract Time on account of the Changes set forth in this Change Order or the Contractor's performance and completion of the Changes.

NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT, AND CONTRACTOR

The original Contract Sum was \$ 1,050,000.00
 Net change by previously authorized Change Orders \$ (5,034.00)
 The Contract Sum prior to this Change Order was \$ 1,044,966.00
 The Contract Sum will be changed by this Change Order in the amount of \$ 90,347.20
 The adjusted Contract Sum including this Change Order will be \$ 1,135,313.20
 The Contract Time will be (increased) (decreased) (unchanged) by (168) Days
 The Contractual date of Substantial Completion as of the date of this Change Order therefore is: . . . 07 / 31 / 2020

ARCHITECT ATI Architects + Engineers By: <u>[Signature]</u> Date: <u>6/19/20</u>	CONTRACTOR J.D. General Construction By: <u>[Signature]</u> Date: <u>6/18/20</u>	CONSTRUCTION MANAGER Roebbelen Construction Management By: <u>[Signature]</u> Date: <u>6.18.20</u>	OWNER CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT 7600 Dublin Blvd., 3 rd Floor Dublin, CA 94568 PPM: <u>[Signature]</u> Date: <u>6/18/2020</u> VC: _____ Date: _____
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PRICE REQUEST / CHANGE ORDER (CO) SUMMARY

PR / CO Number <u>3</u>	Date <u>07-May-20</u>
Project Title <u>AV Upgrades B2420 Project at LPC</u>	Project # _____
PR / CO Tasks <u>AV Equipment Change AVI RFI#3</u>	Purchase Order# <u>B200182</u>
Sub-Contractor <u>J.D. General</u>	Job# <u>1914</u>
Submitted Cost _____	Estimated by <u>Robert Jeffers</u>
Schedule Extension _____ Work Days	Checked by _____

Sub-Contractor Material, Equipment & Labor (including sales tax)

Material	_____
Equipment	_____
Labor	_____
Subtotal:	_____
Sub-Contractor Overhead <u>10%</u>	_____
Sub-Contractor Profit <u>5%</u>	_____
Sub-Contractor Material, Equipment & Labor Subtotal:	_____

Lower-Tier-SubContractors

Lower-Tier-SubContractor #1	14,502
Lower-Tier- SubContractor #2	_____
Lower-Tier-SubContractor #3	_____
Sub-Contractor Mark-Up On Lower-Tier <u>5%</u>	725
Lower-Tier Subtotal:	15,227
Sub-Contractor Material, Equipment, Labor & Lower-Tier Total:	15,227

Insurance and Bond

Insurance	_____
Bond <u>2.0%</u>	305
Subtotal:	305

Proposed Cost Estimate Summary Total:	15,532
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NOTES: (add notes here as appropriate for this job)
 Quantities verified by jobsite visit.
 Modified schedule required with time extension.
 See backup pages for details.

JD Cahill Electric
Livermore, CA 94551
(925) 525-5982

4/29/2020

C.O. #1 AVI/SPL Prop #316241-2 CR-002

Hourly wage breakdown (prevalling wage)

* Wages		\$57.30
* Benefits		\$49.97
* Training Trusts		\$1.99
* Coord. & Supervisor		\$0.00
* Labor Burden		\$109.26
WC	\$1.24	
Gen Liability	\$1.00	
Other	\$52.50	
TOTAL		\$164.00

Modification Cost Summary

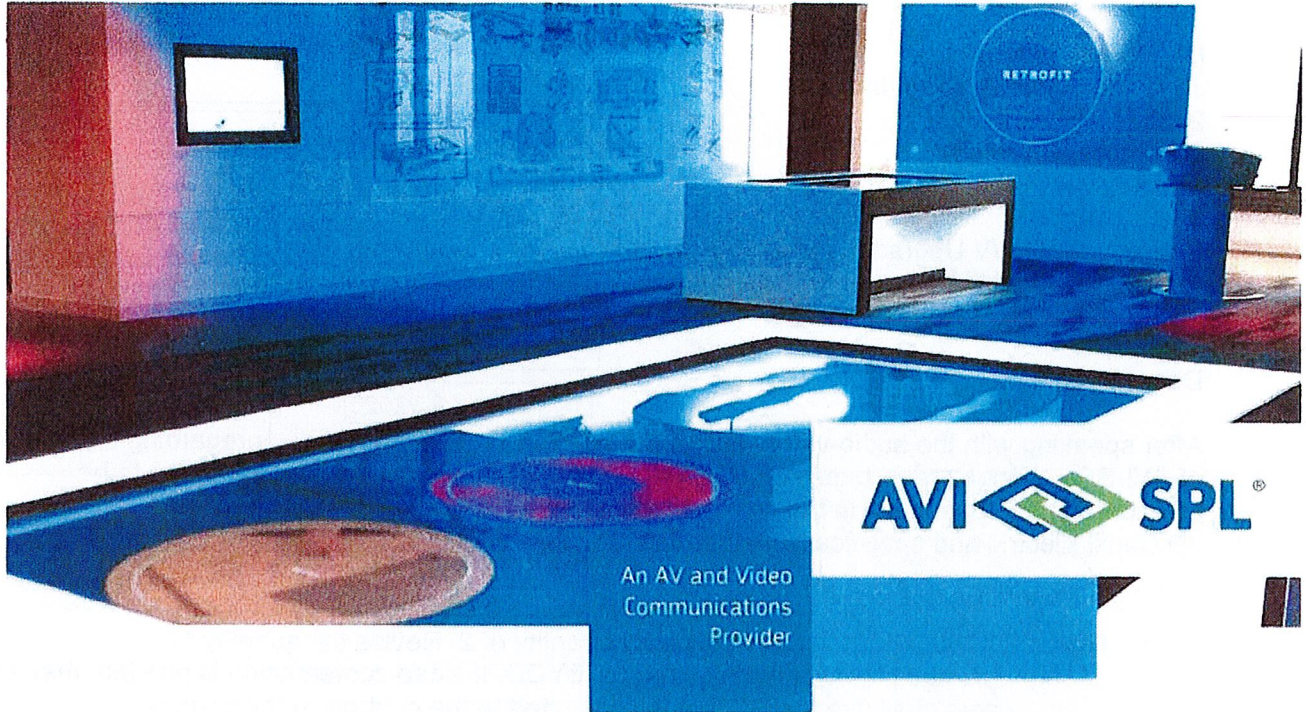
* Man hours (hours X wage)	0	\$0.00
Shipping Cost + Tax		\$257.05
Total Equipment Cost + Tax		\$13,554.27
* Other Professional Integration Services		\$0.00
* O&P = 5% J.D. Cahill Electric		\$690.57

TOTAL Change Order Cost	\$14,501.89
Previous Contract Amount	
Revised Contract Total	

AudioVisual Solutions Proposal For

Chabot-Las Positas Community College District

Las Positas College - J.D. Cahill - AV Upgrades



Signal Perfection, Ltd. - A wholly owned subsidiary of AVI-SPL, Inc.

904 Pardee St
Berkeley, CA 94710

Fax:
www.avispl.com

Prepared By: Jeff McDonald
Jeff.McDonald@avispl.com

Proposal No: 316241-2, CR-002



Chabot-Las Positas Community College District

April 21, 2020

Mr. Robert Jeffers
JD General Construction Inc.
2485 N. Vasco Rd.
Livermore, CA 94551

Project: A/V Upgrades for B2420 at Las P
Subject: AVI-SPL Change Order No. 1
Reference: RFI Nos. 19 and 20

Dear Mr. Jeffers:

After speaking with the audio-video design consultant of AVI-SPL change order, based on RFI Nos. 19 and 20, the following comments are to be considered final responses to the change order from JD Cahill Electric and specifically their sub-contractors:

[AVI-SPL 4/22/2020]
AVI-SPL will revise to Qty 1 - The video cameras and audio will only be available to the dedicated Lectern PC - not a BYOD device. The BYOD device will not have video conferencing capabilities.

[AVI-SPL 4/22/2020]
Original Hall Research 1x2 DA will be installed per original spec - this part # will be removed from this change order.

[AVI-SPL 4/22/2020]
Per response to #1, that is correct. Note, BYOD device will not have video conferencing capabilities

[AVI-SPL 4/22/2020]
To be reflected as a credit regarding the review

[AVI-SPL 4/22/2020]
Confirmed: \$18,011.11 will be the final sale price of the video wall processor.

1. Extron EXT60148801 – COR indicated quantity of 2. Revise the quantity 1.
 - a. This equipment is not required for BYOD. If video conferencing is needed, then the users shall use the PC that is connected to the controls at the podium.
2. Extron EXT60148101 – It is our understanding this item is not required for BYOD, remove from the COR.
3. Extron EXT60147112 – It is our understanding this item is not required, remove from the COR.
4. EXT 60147113 – It is our understanding this item is not required, remove from the COR.
5. QSCIOUSBBRIDGE – COR indicates this as an addition of 1; revise COR to show as a credit of 1.
6. GO18C3DXX100003RR – The credit listed in the COR for the specified processor appears to be below manufacture value. In contacting RGM Spectrum they have provided the following costs:
 - a. GO 18 C3DXX10003RR – **MSRP \$13,400**
 - i. Uses C series cards that does not support HDCP
 - ii. Includes (1) IP4K – 4 HDMI inputs, priced at MSRP \$4,585
 - iii. Includes (1) C680 – 3 HDMI outputs, priced at MSRP \$2,420
7. GO185C01080100000 – Cost listed appears to be in the ballpark with TEECOM's conversation with RGM Spectrum:
 - a. GO 18 5C01080100000 – **MSRP \$20,400**
 - i. Uses V series cards that do support HDCP
 - ii. Includes (2) VS2H4 2 HDMI inputs per card, priced at \$8,460 MSRP for the pair
 - iii. Includes (1) VD4H4 4 HDMI outputs, priced at \$6,245 MSRP

Please note per the contract, a material quote from the manufacture or material supplier is required to justify any equipment costs or credits when processing change orders; refer to Specification Section 01 26 00.

Lastly, AVI-SPL costs associated with "Professional Integration Services" and "General & Administrative" are not permitted per Specification Section 01 26 00.

Please review, revise, and resubmit this change order to reflect the aforementioned items, so that your team may proceed with the purchasing of the equipment needed to complete the project and as to not hold up the project.

If you have any questions about this, please contact me.

Very truly yours,

ann kroll

Ann Kroll
Project Planner, Manager / Facilities Bond Program
Las Positas College

Cc: Inez Ayerra, LPC PM/CM, Steve Gunderson, LPC IT, TEECOM, ATI, File



Investment Summary

Prepared For:	Marie Hampton
	Chabot-Las Positas Community College District
	3000 Campus Hill Dr
	Livermore, CA 94551-7709

Prepared By:	Jeff McDonald
Date Prepared:	04/27/2020
Proposal #:	316241-2, CR-002
Valid Until:	06/27/2020

Total Equipment Cost

\$12,406.65

Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure a complete and operational system

Professional Integration Services

\$0.00

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

\$0.00

Includes: Non equipment or labor costs such as travel expenses, per diem, lift and vehicle rentals.

SHIPPING

\$235.29

Shipping

Maintenance Services

\$0.00

Includes room maintenance services and/or customer care hardware and software maintenance services as described in "Room Summary".

Subtotal	\$12,641.94
Tax	\$1,169.38
Total	\$13,811.32

* any and all applicable taxes will be included upon invoicing

Purchase orders should be addressed to Signal Perfection, Ltd.

Signed _____

Printed _____

Date _____



Room Summary

Prepared For:	Marie Hampton	Prepared By:	Jeff McDonald
	Chabot-Las Positas Community College District	Date Prepared:	04/27/2020
	3000 Campus Hill Dr	Proposal #:	316241-2, CR-002
	Livermore, CA 94551-7709	Room Name:	Lecture Room
		Valid Until:	06/27/2020

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
EXTRON ELECTRONICS	EXT60148801	SCALING BRIDGE, HDMI AND AUDIO TO USB	1	\$1,883.33	\$1,883.33
QSC	QSCIOUSBRIDGE	Q-SYS POE BRIDGING ENDPOINT FOR AV TO USB BRIDGING	-1	\$1,276.67	(\$1,276.67)
RGB Spectrum	GO18C3DXX10003RR	Video Wall Precessor	-2	\$3,105.56	(\$6,211.12)
RGB Spectrum	GO185C01080100000	GO 18 chassis, Windows 10, 1X GO CNSL2, 2X GO VS-2H-4, 1X GO	1	\$18,011.11	\$18,011.11
Total					\$12,406.65

Room Maintenance Services

	Price
90 Day - Warranty	\$0.00
Equipment Total	\$12,406.65
Installation Materials	\$0.00
Professional Services	\$0.00
Direct Costs	\$0.00
General & Administrative	\$235.29
Maintenance Services	\$0.00
Subtotal	\$12,641.94
Tax	\$1,169.38
Total	\$13,811.32

Purchase orders should be addressed to Signal Perfection, Ltd.



Room Summary

Prepared For:	Marie Hampton	Prepared By:	Jeff McDonald
Chabot-Las Positas Community College District 25555 Hesperian Boulevard Hayward, CA 94545		Date Prepared:	10/02/2019
		Proposal #:	316241-1
		Room Name:	Lecture Hall Building 2400, Room 2420
		Valid Until:	12/02/2019

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		Audio			
JBL	JBLCBT1000	SPEAKER, HIGH-OUTPUT 2-WAY LINE ARRAY COLUMN BLACK (EACH)	2	\$1,590.00	\$3,180.00
CROWN INTERNATIONAL	CRODCI21250N	**AMPLIFIER, DRIVECORE INSTALL SERIES 2 CHANNEL NETWORK 1250	2	\$1,849.00	\$3,698.00
QSC	QSCCORE110F	SYSTEM, UNIFIED SERIES CORE W/ 24 LOCAL I/O CHANNELS, 1RU	1	\$2,222.22	\$2,222.22
QSC	QSCIO8FLEX	I/O FLEX CHANNEL EXPANDER, Q-SYS	1	\$1,166.67	\$1,166.67
SHURE	SHUQLXD24B58H50	MICROPHONE SYSTEM, BETA 58 VOCAL SYSTEM	3	\$890.89	\$2,672.67
SHURE	SHUSBC200US	DUAL DOCKING CHARGER W/POWER SUPPLY	3	\$184.72	\$554.16
SHURE	SHUQLXD1483H50	WIRELESS MICROPHONE SYSTEM, LAVALIER	3	\$888.78	\$2,666.34
SHURE	SHUSB900A	BATTERY, LITHIUM-ION RECHARGABLE	6	\$79.17	\$475.02
SHURE	SHUUA864	**ANTENNA, WALL MOUNTED WIDEBAND	2	\$315.61	\$631.22
SHURE	SHUUA8445WB	ANTENNA & POWER DISTRIBUTION SYSTEM	2	\$400.06	\$800.12
SHURE	SHUMX418SES	MICROPHONE, SUPERCARDIOID FLANGE MOUNT	2	\$174.17	\$348.34
LISTEN TECHNOLOGIES CORPO	LISLS10001GY	PORTABLE IR IDSP STANDARD SYSTEM, GRAY RADIATOR	1	\$2,429.56	\$2,429.56
LISTEN TECHNOLOGIES CORPO	LISLA140GY	STATIONARY IR RADIATOR - GREY	1	\$655.09	\$655.09
LISTEN TECHNOLOGIES CORPO	LISLR4200IR	RECEIVER, INTELLIGENT DSP IR	3	\$148.49	\$445.47
LISTEN TECHNOLOGIES CORPO	LISLA401	UNIVERSAL EAR SPEAKER	3	\$13.43	\$40.29
TBD	TBD	OFE Pre-Existing Ceiling Mics	8	\$0.00	\$0.00
TBD	TBD	OFE Pre-Existing Loudspeakers in Control Room	2	\$0.00	\$0.00
		Video			
RGB Spectrum	GO 18 C3DXX10003RR	Video-wall processor	2	\$3,105.56	\$6,211.12

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Clarification on how we determine the cost of this unit as requested

Model	Manufacturer	Description	AVISPL COST	
GO185C01080100000	RGB Spectrum	GO 18 chassis, Windows 10, 1X GO CNSL2, 2X GO VS-2H-4, 1X GO	QTY 1	\$16,210.00
		AVISPL MARGIN*	10%	\$1,801.11
		SELL PRICE		<u>\$18,011.11</u>

*Definition of Terms. Margin shows the revenue you make after paying Cost Of Good Sold. To calculate margin, start with your gross profit (Revenue or PRICE minus the Cost Of Good Sold). Then, find the percentage of the revenue that is gross profit. You can find the percentage of revenue that is gross profit by dividing your gross profit by revenue.

In this case, we have identified a 10% MARGIN for the materials. We take our cost, \$16,210.00, and based on the formula for MARGIN, we divide by 0.90 which gives us the price that we are selling it for. We are selling the unit for \$18,011.11.

This price is well below the maximum markup figure as per the contract.

AVI-SPL RFI's Post Submittals Review

Wednesday, January 8, 2020 5:21 PM

1. Confirming RFI: After a site visit and observing the existing ceiling microphones hung high up, they appear to be Shure MX-202. Please confirm make/model if known to be different.
2. Confirming RFI: After a site visit and review of initial functional shop drawings with the client, the client stated that the intent of the audio tie lines were to incorporate a stereo line in and audio full mix line out capabilities within the control room - 2x XLR connections will be made available going to the DSP; 2x XLR connections will be made available going from the DSP.
3. Confirming RFI: After a site visit and review with the client it was discussed that the touch panel layouts and graphics will be based off of existing lecture/classroom touch panels. Please submit any additional graphics to AVI-SPL that are expected to be reflected on the new touch panel layout (if known).
4. Please indicate if the control room desk grommet will be provided by the furniture vendor.
5. QSC USB Bridge - Submittal review 1/13/2020
 - a. Teecom:

"Missing HDMI connection from SSW-HD-4 to USB Bridge, design intent is to have video for BYOD device. Consider using Extron MP200 with audio to/from DSP to achieve the specified functionality, resubmit only the related drawing and cut sheet for information and record."
 - b. AVI-SPL RE:

The video connection between the SSW-HD-4 and the QSC AV Bridge was taken out intentionally for discussion. The QSC AV Bridge HDMI port is actually intended to be an output. Upon further review of the QSC documentation and FAQ's section, the HDMI connection on the USB Bridge is actually not operational currently. If a description could be written to clarify what specifically is trying to be achieved by using the USB Bridge, that'd be great. Also open to a conference call to help this along.
6. The Lecten in the Shop drawing submittal had a typo as was found by the project team and will be corrected to custom part # as listed in the specifications. Please confirm that the Lectern proposed in the product submittal (PDF page 199/234) has all expected features.

Category: Accessories				
Lectern	Spectrum Industries	55259CHBTW	A/R	Wild Cherry / Black metal with insert panel. Include 96507, qty 1.

DISTRICT RESPONSE:

TEECOM RESPONSE:

- 1) No additional information to add.
- 2) No exceptions taken.
- 3) Examples of existing lecture/classroom touch panels should be provided by Las Positas. Link provided in RFI email.
- 4) Provide desk grommets.
- 5) The QSC bridge does not meet the design intent, which is for the USB bridge to present audio and video that mirrors what is seen at the lecture capture device. The recommended Extron USB bridge will achieve this functionality.
6. The specified 55259CHBTW lectern is correct. TEECOM will approve an updated product submittal for this lectern.

AVI-SPL RFIS #2

Wednesday, January 29, 2020 4:48 PM

1. RFI # 19-5

QSC USB Bridge - Submittal review 1/13/2020

a. Teecom:

"Missing HDMI connection from SSW-HD-4 to USB Bridge, design intent is to have video for BYOD device. Consider using Extron MP200 with audio to/from DSP to achieve the specified functionality, resubmit only the related drawing and cut sheet for information and record."

b. AVI-SPL RE:

The video connection between the SSW-HD-4 and the QSC AV Bridge was taken out intentionally for discussion. The QSC AV Bridge HDMI port is actually intended to be an output. Upon further review of the QSC documentation and FAQ's section, the HDMI connection on the USB Bridge is actually not operational currently. If a description could be written to clarify what specifically is trying to be achieved by using the USB Bridge, that'd be great. Also open to a conference call to help this along.

c. Teecom 1/24:

5) The QSC bridge does not meet the design intent, which is for the USB bridge to present audio and video that mirror what is seen at the lecture capture device. The recommended Extron USB bridge will achieve this functionality.

d. AVI-SPL RE:

We will integrate the Extron MP200, as requested.

Please confirm the following items:

- SMP 351 doesn't already provide this functionality.
- Mirroring the audio and video presented at the lecture capture devices will simply be visible to the Room PC workstation for display on the main display. Note, no dedicated lectern PC monitor is currently spec'd or submitted for the job. Please indicate if this is also expected.

- As requested in spec section 1.05.B.5.d, Please indicate what network switch is preferred for closed loop AV LAN. The school expects a majority Closed AV LAN with typical AV Devices (i.e. lecture capture, wireless, etc.) needing School VLAN support. AVI-SPL recommend a D-Link DGS-1210-28MP managed POE switch.
- As requested in spec section 1.05.B.4.b/c, please outline design intent and details for lighting system integration as no lighting connections were found in the drawings. Connection type, lighting system type, lighting system controller location, lighting system vendor to coordinate with, lighting system preset recall expectations, etc.
- Confirming Spec section 1.05.B.1.a lists Video Conferencing, but no traditional video conferencing codecs or soft platforms is expected in the system.
- In order to power Crestron DM remote extenders either DM/POE power within the AV equipment rack or local power at the extender is required. Please indicate what is preferred method and hardware.

District's Comments in blue:

1.d.a - SMP-351 does not provide USB bridge functionality

1.d.b - The design intent is to mirror lecture capture to the USB Bridge so that videoconferencing can be accomplished with a BYOD device (laptop) running a soft conference. Far end audio received from the USB Bridge via soft conference should be added to the echo cancel reference in the audio DSP. The far end of the USB soft conference should see what the lecture capture system sees (cameras and content).

2. TEECOM recommends a managed switch that supports layer 3 services. Las Positas IT may have a preference for a particular switch.

3. TEECOM was directed to issue ASI#3 which removes all references to lighting controls from the specification.

4. See answer to 1.d.b above.

5. DM/POE with Crestron equipment is preferred.

Q.1.d.b - Video conferencing is indicated for BYOD but also needs to function from the podium PC as well. The requirement is that video conferencing for platforms such as Zoom, and Web Ex will be functional using the system at the podium as well as the camera

Q.2 - The campus standard for network switches is Cisco 3650 switch, model numbers : WS-C3650-48PD for 48 ports or WS-C3650-24PD for 24 ports. It also recommend they purchase two power supplies for better resiliency.

PRICE REQUEST / CHANGE ORDER (CO) SUMMARY

PR / CO Number <u>4</u>	Date <u>18-Jun-20</u>
Project Title <u>AV Upgrades B2420 Project at LPC</u>	Project # <u></u>
PR / CO Tasks <u>AV Equipment Change AVI RFI#3</u>	Purchase Order# <u>B200182</u>
	Job# <u>1914</u>
Sub-Contractor <u>J.D. General</u>	
Submitted Cost <u></u>	Estimated by <u>Robert Jeffers</u>
Schedule Extension <u></u> Work Days	Checked by <u></u>

Sub-Contractor Material, Equipment & Labor (including sales tax)

Material	_____
Equipment	_____
Labor	_____ 922
Subtotal:	_____ 922
Sub-Contractor Overhead <u>10%</u>	_____ 92
Sub-Contractor Profit <u>5%</u>	_____ 51
Sub-Contractor Material, Equipment & Labor Subtotal:	_____ 1,065

Lower-Tier-SubContractors

Lower-Tier-SubContractor #1	_____ 7,549
Lower-Tier- SubContractor #2	_____
Lower-Tier-SubContractor #3	_____
Sub-Contractor Mark-Up On Lower-Tier <u>5%</u>	_____ 377
Lower-Tier Subtotal:	_____ 7,926
Sub-Contractor Material, Equipment, Labor & Lower-Tier Total:	_____ 8,991

Insurance and Bond

Insurance	_____
Bond <u>2.0%</u>	_____ 180
Subtotal:	_____ 180

Proposed Cost Estimate Summary Total:	9,171
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NOTES: (add notes here as appropriate for this job)
 Quantities verified by jobsite visit.
 Modified schedule required with time extension.
 See backup pages for details.

PRICE REQUEST / CHANGE ORDER ESTIMATE SHEET

PROJECT TITLE: AV Upgrades B2420 Project at LPC										DATE:	18-Jun-20	PRINT #																	
PR / CHANGE ORDER: 4												CONTRACT #																	
REQUESTER					ESTIMATOR					CHECKER																			
Robert Jeffers					Robert Jeffers																								
DESCRIPTION										UNIT							TOTAL												
Item	Unit	Quantity	Labor		Equipment		Material	Sub	Contract	Labor		Equip.	Material	Sub	Total														
			Hours	Rate	Hours	Rate				Hours	\$					\$	\$	Contract	\$										
LOWER-TIER-CONTRACTOR #1:																													
JD Cahill Electric																													
		1.0						7548.60							7,549	7,549													
SUBTOTAL THIS PAGE																													
SUBTOTAL THIS PAGE																													

JD Cahill Electric
Livermore, CA 94551
(925) 525-5982

6/18/2020

CHANGE ORDER #3 LECTURE ROOM

Hourly wage breakdown (prevailing wage)

* Wages		\$60.00
* Benefits		\$53.22
* Training Trusts		\$2.04
* Coord. & Supervisor		\$0.00
* Labor Burden		\$115.26
WC	\$1.24	
Gen Liability	\$1.00	
Other	\$52.50	
TOTAL		\$170.00

Modification Cost Summary

* Man hours (hours X wage)	4	\$680.00
* Material Cost Plus Freight Tax		\$0.00
* Equipment		\$0.00
* Other AVI/SPL PROP. 316241-2,CR-004		\$6,244.18
* O&P = 10%		<u>\$624.42</u>

TOTAL Change Order Cost **\$7,548.60**

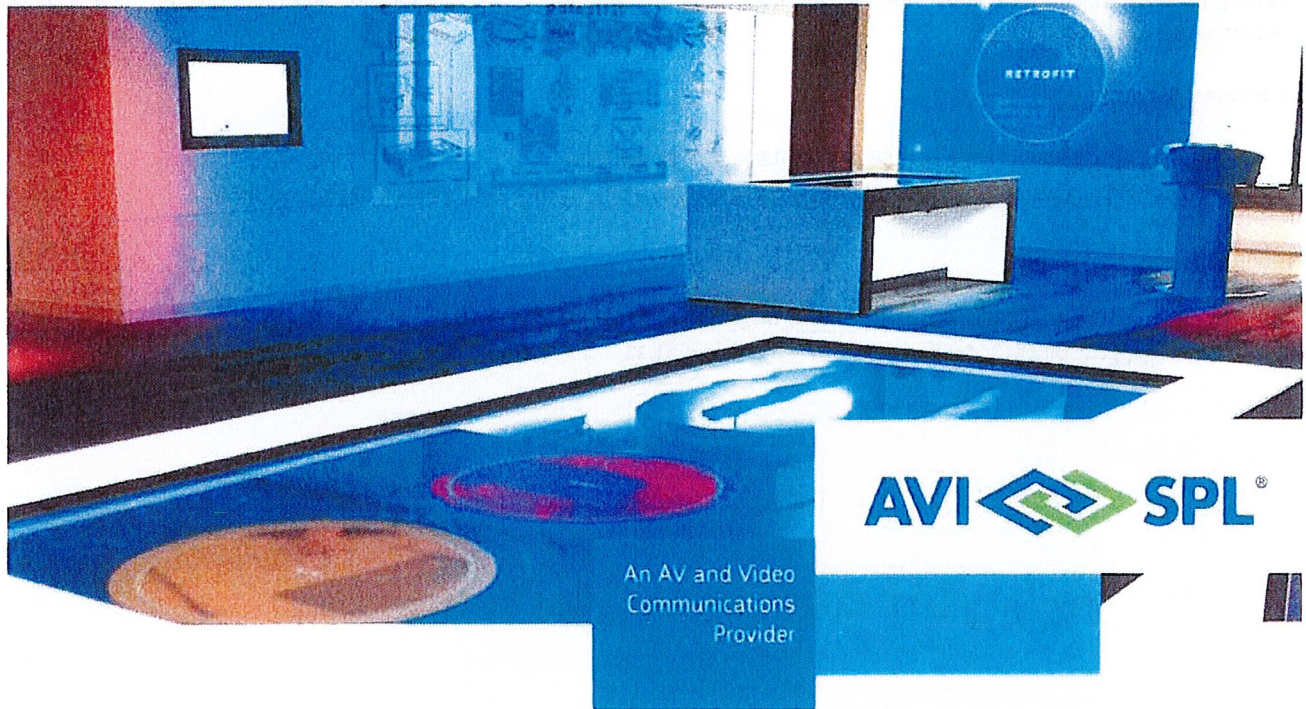
Previous Contract Amount

Revised Contract Total

AudioVisual Solutions Proposal For

Chabot-Las Positas Community College District

Las Positas College - J.D. Cahill - AV Upgrades



Signal Perfection, Ltd. - A wholly owned subsidiary of AVI-SPL, Inc.

904 Pardee St
Berkeley, CA 94710

Fax:
www.avispl.com

Prepared By: Jeff McDonald
Jeff.McDonald@avispl.com

Proposal No: 316241-2, CR-004



Change Order: UI changes

Based on the conference call 5/29/2020 between AVI-SPL, Pepperdash, Las Positas College, Teecom, and JD General, we understand the following AV system features listed below are desired by the college to ensure UI consistency with other existing lecture spaces and for ease of setting up lecture capture sessions. These items were not part of the original Bid Specification and therefore will need to be captured in professional services change order.

Professional Services:

- PepperDash additional work cost \$890 = total 5 hrs= **\$178 per hour**
- Additional Commissioning (24hours)/Tech install (4 hours) = \$4,741.06 = Total 28hrs = **\$169.3 per hour**

Equipment:

- Equipment Crestron CREDMC4KZHD: \$400 + margin = \$444.44
- Equipment Extron EXT2666306 Cable: \$37 + margin = \$41.11



Investment Summary

Prepared For:	Marie Hampton	Prepared By:	Jeff McDonald
	Chabot-Las Positas Community College District	Date Prepared:	06/04/2020
	3000 Campus Hill Dr	Proposal #:	316241-2, CR-004
	Livermore, CA 94551-7709	Valid Until:	08/04/2020

Total Equipment Cost	\$539.33
Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure a complete and operational system	
Programming, Commissioning and Installation Labor Hours (28hours)	\$5,631.06
Direct Costs	\$0.00
Includes: Non equipment or labor costs such as travel expenses, per diem, lift and vehicle rentals.	
General & Administrative	\$22.48
Includes all G & A expenses: Shipping	
Maintenance Services	\$0.00
Includes room maintenance services and/or customer care hardware and software maintenance services as described in "Room Summary".	
Subtotal	\$6,192.87
Tax	\$51.31
Total	\$6,244.18

* any and all applicable taxes will be included upon invoicing

Purchase orders should be addressed to Signal Perfection, Ltd.

Signed _____

Printed _____

Date _____



Room Summary

Prepared For:	Marie Hampton	Prepared By:	Jeff McDonald
	Chabot-Las Positas Community College District	Date Prepared:	06/04/2020
	3000 Campus Hill Dr	Proposal #:	316241-2, CR-004
	Livermore, CA 94551-7709	Room Name:	Lecture Room
		Valid Until:	08/04/2020

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
CRESTRON	CREDMC4KZHD	INPUT CARD, HDMI 4K60 4:4:4 HDR FOR DM SWITCHERS	1	\$444.44	\$444.44
EXTRON ELECTRONICS	EXT2666306	CABLE, 6' ULTRA FLEXIBLE HIGH SPEED HDMI	1	\$41.11	\$41.11
Total					\$485.55

Room Maintenance Services

	Price
90 Day - Warranty	\$0.00
Equipment Total	\$485.55
Installation Materials	\$53.78
Professional Services	\$5,631.06
Direct Costs	\$0.00
General & Administrative	\$22.48
Maintenance Services	\$0.00
Subtotal	\$6,192.87
Tax	\$51.31
Total	\$6,244.18

Purchase orders should be addressed to Signal Perfection, Ltd.

Request For Information



RFI#	25
DATE	6/1/2020
DATE NEEDED BY	ASAP
PROJECT NAME	LPC 2420
PROJECT #	1913

TO: Inez Ayerra/ L
Roebbelen Construction Management

Description

Based on the conference call on 5/29/2020 between AVI-SPL, Pepperdash, Las Positas College, Teecom, and JD General, we understand the following AV system features listed below are desired by the college to ensure UI consistency with other existing lecture spaces and for ease of setting up lecture capture sessions. These items *were not part of the original Bid Specification* and therefore will need to be captured in professional services change order. The change order quote will be forwarded.

Additional on-site commissioning specialist time will be required for configuration of devices in addition to the procurement of select video routing hardware, inter-rack cabling, and AV network coordination.

Please confirm these items fall in line with the project team's expectations for the AV System.

1. Lecture capture video feed to be displayed on the touch panel for preview of lecture capture content.
 - Additional button, video routing, and streaming configurations setup
 - Additional coordination with the college of VLAN, IP Address, and port routing, where required.
 - Additional on-site testing of the above.
2. Lecture capture added video routing to enable lecture capture content preview on the rear flat panel display - video routing and streaming configurations setup, additional on-site testing.
 - Additional video routing, Lecture capture preview output setup configuration setup.
 - Additional Crestron DM Input card (Model: DMC-4KZ-HD), and inter-rack HDMI cabling procurement and installation.
 - Additional on-site testing of the above.
3. Teecom has confirmed with RGB Spectrum that the video wall processor can in fact store a custom image for display of static content that fully fills video wall screen canvas of 4800 x 1440. Best and easiest method of adding the feature is still being confirmed.
 - Additional coordination and training with the college on custom content creation, uploading, and displaying.
 - Additional configuration of RGB Spectrum Galileo video wall processor to pull content.
 - Additional programming in the touch panel UI to recall content and switch video routes.
 - Additional on-site testing of the above.

Response



TEECOM TAKES NO EXCEPTION TO THE DESCRIPTION ABOVE.

SUBMITTED BY:	Brian Connors Superintendent
	JD General



Ann Kroll
Facilities Planning & Management
Chabot-Las Positas Community College District
7600 Dublin Blvd. 3rd Floor
Pleasanton, CA 94588

6-8-2020

Location: Las Positas College, Livermore
Reference: A/V Upgrade for Room B2420 Construction Field Directive

Ann,

We would like to submit a price for \$65,644.20.

1. Tariff cost for the LED Screens. Tariff total is \$72,938 minus the 10% AVI would absorb for a total of \$65,644.20.

Thank you, Ann, if you have any questions fell free to contact me at 925-449-4354.

Robert Jeffers
CEO

2485 N. VASCO RD.
LIVERMORE CA, 94551-9795

JD General Construction, Inc.
LIC. #391749

OFFICE 925.449.4354
FAX 925.449.5051



IMPACT VIDEO INC

28606 Hasley Canyon Road
Castaic, CA 91384

Invoice

Date	Invoice #
2020-05-28	4259

B I L L T O	Audio Visual Innovations 6301 Benjamin Road, Ste 101 Tampa, Fla 33634 ap@avispl.com	S H I P T O
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Salesperson	Purchase Order No.	Ship Via	Terms
s Isenberg	1691062	Impact	Due on receipt

Qty	Description	Unit Price	Extended Price
1.00	As Per Quotation's # F-092452A - Customs Tariffs on LED Panels - due 5 business days prior to goods arriving in United States. Project: Los Positas College Digithin HD1560	72,938.00	72,938.00

Comments: PAYABLE IN US DOLLARS SUBJECT TO IMPACT VIDEO'S SERVICE AGREEMENT	Total \$72,938.00
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Customer Copy

Interest of 2.5% per month will be charged on overdue accounts

Harmonized Tariff Schedule of the United States (2020)

Annotated for Statistical Reporting Purposes

XVI
85-57

Heading/ Subheading	Stat. Suf- fix	Article Description	Unit of Quantity	Rates of Duty		
				1		2
				General	Special	
8531		Electricsound orvisualsignaling apparatus (forexample, bells, sirens, indicatorpanels, burglar or fire alarms), other than those of heading 8512 or 8530; parts thereof:				
8531.10.00		Burglar or fire alarms and similar apparatus.....		1.3% ^{22/}	Free (A, AU, B, BH, C, CA, CL, CO, D, E, IL, JO, KR, MA, MX, OM, P, PA, PE, SG)	25%
	15	Smoke detectors:				
		Battery powered.....	No.			
	25	Other.....	No.			
		Other:				
	35	Burglar alarms.....	No.			
	45	Other.....	No.			
8531.20.00		Indicator panels incorporating liquid crystal devices (LCD's) or light emitting diodes (LED).....		Free ^{22/}		25%
	20	Incorporating LCD's ^{23/}	No.			
	40	Other ^{19/}	No.			
8531.80		Other apparatus:				
8531.80.15	00	Doorbells, chimes, buzzers and similar apparatus.....	kg.....	1.3% ^{56/}	Free (A, AU, B, BH, C, CA, CL, CO, D, E, IL, JO, KR, MA, MX, OM, P, PA, PE, SG)	25%
		Other.....		Free ^{37/}		25%
8531.80.90		Indicator panels:				
	05	Incorporating electric discharge (fluorescent) devices.....	No.			
	26	Other.....	No.			
	31	Horns.....	No.			
	41	Other sound signaling apparatus.....	No.			
	51	Other.....	No.			
8531.90		Parts:				
		Printed circuit assemblies:				
8531.90.15	00	Of the panels of subheading 8531.20.....	No.....	Free ^{22/}		25%
8531.90.30	00	Other ^{18/}	No.....	Free ^{22/}		25%
		Other:				
8531.90.75	00	Of the panels of subheading 8531.20.....	No.....	Free ^{22/}		25%
8531.90.90	01	Other ^{89/}	No.....	Free ^{22/}		25%



Chabot-Las Positas Community College District

Construction Field Directive

To: Robert Jeffers with J.D. General Construction, Inc. Field Dir. # 01

Project: A/V Upgrade for Room B2420 Issue # 01

LED Panels Tariff Cost

Description of Work:

LED Panels Tariff costs were not included as part of the total base bid amount and require payment to ship panels from the manufacture location (China) to the U.S.

Reason for Directive:

Proceed with payment of tariff not to exceed \$67,225.00. J.D. General to provide back-up documentation reflecting actual tariff cost imposed on the goods/materials at the time of delivery to support the change order issuance for the NTE the amount above.

Direction:

- Proceed with work per CFD No. 1, submit back-up documentation as indicated
- Proceed with work, merit of change to be determined, submit T&M back-up weekly
- Proceed with work, work is considered in scope of contract

By 
Inez Ayerra -Construction Manager

2.21.20
Date

By 
Ann Kroll -Project Planner, Manager

2 21 2020
Date

By 
Owen Letcher -Vice Chancellor

2/25/2020
Date



Ann Kroll
Facilities Planning & Management
Chabot-Las Positas Community College District
7600 Dublin Blvd. 3rd Floor
Pleasanton, CA 94588

2/12/2020

Project: B19/20-04 B2420 A/V Wall Replacement- Las Positas
Purchase Order: B200182
Reference: Tariff

Ann,

We would like to request a directed change order not to exceed \$67,225 to cover the Tariff Cost on this project. AVI-SPL did not include tariff costs in our proposal, nor did we provide an estimate for these costs in our proposal at time of bid submission. DigiLED is also offering to extend the warranty on the video wall from 2 year (included in the proposal) to now 5 years (an approximate value of \$36,000). Please see attached letters from our subcontractor JD Cahill Electric, and their low tier subcontractor AVI. Please review and note their offer.

Thank you, Ann, if you have any questions fell free to contact me at 925-449-4354.

Sincerely,

Robert Jeffers
CEO
JD General Construction, Inc

J.D. Cahill Electric
1452 N Vasco Rd #361, Livermore, CA 94551
C10786473 Ins. & Bonded DIR#100004671
Est. 2000

Project #B19/20-04

To whom it may concern,


This is in regards to the AV Project Bldg. 2400 and the Tariff Cost for the LED Screen from DigiLED.

We are confirming that AVI/SPL did not include the Tariff cost in their Bid Proposal.

On Bid day there were only (2) AV Contractors that we could see that met the Specification Qualifications and that would be able to Perform the work, let alone Purchase the LED Screen from DigiLED. One of my concerns was with this Change Order for the Tariff cost. Is AVI/SPL Now Higher than the next qualified bidder? I have looked back at the numbers for the AV Company's. With Adding the worst-case amount of the 25% Estimated Tariff Change Order to their Quote, AVI/SPL is still the considerable lowest responsible bidder. In addition to help with these Tariff cost and try to make things right, DigiLED has offered to increase the warranty on the Video wall from a 2 year, to now a five year (An approximate Value of \$36,000.) AVI/SPL has even offered to contribute \$7,500. Towards the Tariff cost.

I'm hoping that the college will look at this and know that they are still getting a great price for this Specialized AV Project. AVI/SPL has a working relationship with DigiLED, TeeCom and have the technical knowledge that is needed for a project of this caliber. At the end of the day I'm hoping in the college eyes they see they have chosen the right contractors they can trust to get the job done right and care about the college and the end product.

Thank you for your time in this matter.

 02/07/2020

Joe Cahill

Owner of J.D. CAHILL ELECTRIC

Cell: (925) 525-5982

Email: jdcahillelectric@comcast.net



4255 Hopyard Road
Suite 1
Pleasanton, CA 94588
925-404-0440

Good Afternoon,

I want to thank you all again for taking the time to meet with us on Friday (January 31, 2020) to discuss the funding of the tariff for the DigilED product for the project at Las Positas College. First of all I do apologize that we are in this situation, and agree that it would've helped all of us had we been more explicit with regard to the potential impact the tariff would have on the overall project price. We do understand that the value of the tariff has created a challenging situation and we certainly want to do what we can to move things forward. As we discussed in our call DigilED is offering to extend the warranty on the video wall from 2 year (included in the proposal) to now 5 years (an approximate value of \$36,000). In addition to the warranty AVI-SPL is willing to fund 10% of the total tariff \$ amount. To clarify, if the tariff comes in at the worst case amount of \$74,725, AVI-SPL would be willing to contribute \$7,500 of the total tariff amount.

I hope this offer shows that we are trying to work with you and the school and this is something we can move forward with. I look to hearing your feedback and would be happy to jump on a call to discuss the details.

NOTE: AVI-SPL did not include tariff costs in our proposal nor did we provide an estimate for these costs in our proposal at time of bid submission.

Thanks,

Matt

Matthew Dow
Regional General Manager (Nor-Cal)

AVI-SPL
P: 925.404.0440 ext: 17908
C: 408.761.8151
E: Matt.Dow@avispl.com



28606 Hasley Canyon Road | Castaic, CA 91394 | 818-972-1774

digiLED WARRANTY

Project Name: AVI SPL – Los Positas College
Equipment Detailed in Quote SQ-PC-13-digiTHIN HD1560-F-092452A

SELLER shall grant the following warranty period as Detailed in Section 9.1 Below The "Products" will be shipped with an essential spare parts kit that will allow failed parts to be swapped by the buyer and replaced pending service. The spare parts kit will include all key components required. Additional spare parts will be quoted additionally. Spares package included in the initial purchase includes approximately 1% of required parts.

1. 5-YEAR MANUFACTURER'S WARRANTY

1.1 Under the 5-year extended Manufacturer's warranty ("Manufacturer's Warranty" and/or "Warranty"), namely, that the Products will be free from original defects in workmanship and materials and will meet all of such Products' published specifications until the earliest of either (i) sixty (60) months from the date of full and complete installation of the Products at the Site, or (ii) sixty two(62) months from the date of shipment of such Products to the BUYER ("Warranty Period"), subject to the limitations and exclusions stated herein below and provided that such Products have been transported, stored, handled, installed, used and maintained in compliance with Manufacturer's written and delivered specifications/instructions and have not been subjected to misuse, neglect, abuse, accident, poor maintenance, acts of nature, uses in applications for which the equipment was not designed, use of replacement parts not supplied by the Manufacturer or non-Manufacturer authorized alterations, modifications, and/or repairs. For the purposes of this Warranty section, the term "Products" shall expressly exclude frames, casings or any other accessories supplied by the Manufacturer.

1.2. The Manufacturer's sole obligation will be limited to repair or replace, at Manufacturer's option, any Products or any part thereof, which, upon Manufacturer's receipt and examination prove to have been defective within the specified Warranty Period. In the event the Manufacturer determines a Product is not repairable or a replacement of the same Product is not available within the Warranty Period, The Manufacturer will replace it with a non-defective Product of similar or equal specification. Any claim under this Warranty must be filed within the Warranty Period. Any Products not manufactured by the Manufacturer but sold by the Manufacturer will be subject to the product manufacturer's pass-through warranties, to the extent such warranties are applicable. Any old parts of the Products (that are replaced with new parts under this Warranty) become the property of the Manufacturer. All new parts replacing the old parts under this Warranty are considered part of the original Products and any warranty on the new parts shall expire concurrently with the warranty of the original purchase. To claim under the Warranty, the BUYER must return, at their expense, and within the Warranty Period, the defective Product or any part thereof to the Manufacturer's manufacturing

location or the Manufacturer's regional office, at the Manufacturer's option. The manufacturer will return the parts at its expense to the buyer.

1.3. Neither SELLER nor the Manufacturer is responsible for damage resulting from shipping of parts for repair, improper installation by BUYER'S personnel, modifications against original Manufacturer's design, power surges, floods, lightning, earthquakes, storms or other natural disasters.

1.4. The Manufacturer's Warranty does not cover Products that have been exposed to toxic or nuclear environments, where operation temperature is beyond Manufacturer's operating temperature specification, where the Products are used in highly caustic or corrosive environments, or where Products are used in environments with direct salt-water exposure or infiltration. While many of Manufacturer's Products can be safely applied in these locations, their useful life, including the painted surfaces and those internal parts, may be reduced due to the conditions found in these harsh environments. Manufacturer cannot warrant the Products against these severe conditions. Due to the unsuitability of many cleaning agents, any damages caused by the use of unsuitable cleaning agents are specifically excluded from the terms of this Warranty.

1.5. The Manufacturer's Warranty does not extend to, and the BUYER shall be responsible for costs incurred for labor, removal or reinstallation of the Products and the replacement parts, or to damage to equipment, accessories or components caused by such removal or reinstallation.

1.6. The Manufacturer's Warranty is limited to the Products sold by SELLER outlined in Quotation SQ-PC-13-digiTHIN HD1560-F-092452A. All sales and other agreements between the BUYER and its customers, end users or other third parties are the responsibility of the BUYER to them (and do not concern manufacturer) and will NOT be covered by this Warranty.

Mass Failure

1.7. Mass Failure is defined as any electronic or electrical components showing a failure of more than 500 parts per million (ppm) within 12 months after delivery, or 300 ppm, within 6 months after delivery or 200 ppm, in 3 months or pro rata part thereof after delivery.

1.7.1. In the event of Mass Failure, the SELLER will be required to remake the failed parts, ship to BUYER's designated location, and disassemble and reassemble any assemblies or sub-assemblies affected at SELLER's sole expense. As an example, a mass failure of LED's would require the SELLER to remake all the LED modules, ship to the BUYER's designated destination, remove the affected modules and replace them with remade modules.

Important Limitations

1.8. Manufacturer, at its discretion, may use new, refurbished, or reconditioned replacement parts to perform any warranty repair of its Products so long as the condition and performance thereof are equal to the Products replaced.

1.9. The BUYER accepts that no further warranties other than those expressly stated herein are implied. Laws from time to time in force in the relevant market may imply warranties which cannot be excluded, or which can only be excluded to a limited extent, in which case, Manufacturer limits its liability to the extent permitted by law. If Manufacturer cannot exclude any warranty implied by the relevant law, this Warranty shall be read and construed subject to such statutory provisions. Any replacement will not extend

the period within which this Warranty can be asserted. The Warranty may be asserted by the BUYER only and not by the BUYER's customers, end users or other third persons.

1.10. Neither oral statements made by Manufacturer's agents or employees; nor any verbal arrangement; nor any advertising material or statement in any brochure, catalogue, website, or other material furnished by Manufacturer or on its behalf, nor any other oral or written term or statement not contained herein shall constitute a warranty and shall be relied upon by BUYER as part of the warranty agreement or become a part of this Agreement.

Returns & Repairs

1.11. Products claimed defective or non-conforming must be returned to Manufacturer's manufacturing location or regional office (at Manufacturer's option) at BUYER's expense with a statement identifying the reason for the return. Products under warranty will be repaired or replaced by Manufacturer without any charge. Manufacturer offers a warranty for previously repaired/replaced parts for the same type of failure for six (6) months or the duration of the remaining 5 year warranty period, whichever term is longer. Manufacturer may levy a service charge in handling Products that are returned to Manufacturer but are found in good working order, or damaged by the BUYER, or require adjustment due to incorrect usage.

1.12. Before the Products are returned, Manufacturer may assign a local authorized representative to attend the BUYER's office at the SELLER's expense for an inspection of the Products claimed defective and to determine if it/they is/are in good operating condition. To make the Products eligible for this Warranty, any request for repair/replacement shall be done by submitting a "Manufacturer Return Material Authorization (RMA)" form to Manufacturer by the expiry of the Warranty Period on a time and material basis. Any Products claimed defective and not returned to Manufacturer within the time limit of sixty (60) days will require a new RMA to be repaired under warranty.

1.13. The BUYER will not return the Products to Manufacturer for warranty repair without first obtaining an RMA number from Manufacturer. The RMA form may be obtained from Manufacturer's California head office and must be completed in full prior to the request for an RMA number. The RMA form must be sent by fax or scanned and emailed to Manufacturer in London by the expiry of the Warranty Period in order for the Products to be eligible for this Warranty. The approved RMA bearing the RMA number will be returned to the BUYER by fax or email and a copy must be included in the shipment of Product to Manufacturer's designated address. The RMA number must be clearly marked on the shipping documents and packing list.

1.14. Manufacturer will notify the BUYER if such Products are not subject to warranty repair and, unless disposition instructions as to such Products are received from the BUYER within five (5) business days of such notification, such Products may be returned to the BUYER with freight, packing, insurance and other charges at the BUYER's expense. Products or parts repair will be performed only at Manufacturer factor or other approved facilities by Manufacturer.

Coverage Type

1.15. Parts replacement and repair: Provided the Products are used within Manufacturer's written and delivered specification, Manufacturer will repair or replace failed parts.

1.16. For LED Tiles, Manufacturer will repair or replace failed LEDs. Manufacturer defines LED failure when the LED will no longer emit light. LED Tile repair or replacement will be performed at

Manufacturer's designated facilities. This Agreement will NOT cover standard LED degradation as all LEDs will degrade to the point of zero emission even though the LEDs will still be operating.

1.17. For other parts, Manufacturer defines failure as a malfunction of the equipment that causes the failure of an area of screen display greater or equivalent excluding normal wear and tear.

EXCLUSIONS

Batch to batch matching

1.18. Manufacturer CANNOT guarantee batch-to-batch uniformity. LEDs are sensitive to temperature variation. BUYER or its installer for any signage has the responsibility to take care of thermal management for the Products. Any parts that are taken out from panels and installed into other casings by BUYER or its installer (unless at the direction of the Manufacturer) will NOT be treated as Manufacturer original manufactured product and this Warranty will be void. Failure proved to be lack of maintenance in accordance with the instructions received from Manufacturer on the BUYER's or its agents or its end user's part will NOT be covered by this Warranty.

Software application: Not Applicable BUYER's Obligations with respect to Warranty

1.19. All sales and other agreements between the BUYER and its customers, end users or other third Parties are the exclusive responsibility of the BUYER and any commitments made by the BUYER to such customers, end users and other third Parties with respect to the delivery, performance, suitability, warranty or other matters relating to the Products are the BUYER's sole responsibility except as may be expressly set forth in this Agreement and the warranty terms expressed herein.

1.20. To qualify for this Warranty the BUYER must be the original purchaser of the Products. The Warranty is not transferable, and proof of original purchase may be required. The Products must be used in accordance with Manufacturer's specification. BUYER shall have the right to transfer/assign the warranty outlined herein to its purchaser a maximum of one (1) time, which must transfer must take place within the first year of the Warranty period.

No Other Warranties

1.21. To the maximum extent allowed by applicable laws, all other warranties, whether implied or statutory, and all obligations and representations as to performance, quality or absence of hidden defects, including all warranties which might arise from course of dealing or custom or usage of trade and including all Implied warranties of merchantability or fitness for a particular purpose, are hereby expressly excluded and disclaimed by Manufacturer. Neither Manufacturer nor SELLER warrants that the Products will meet the BUYER's requirements or that the operation of the Products will be uninterrupted or free from failures.

General

1.22. The extent of Manufacturer's maximum liability under the Standard Manufacturer's Warranty, regardless of the option selected above, is limited to the repair or replacement provided above and, in no event, shall Manufacturer's liability exceed the Purchase Price paid by BUYER for the Products or parts. This Warranty is governed by the laws of the State of California and the BUYER hereby agrees to submit to the exclusive jurisdiction of the courts located in the State of California. Manufacturer

disclaims any responsibility for any lost profits or any special, indirect, or consequential damages. Any implied warranties that cannot be excluded are limited to the duration of this Warranty.

1.23. The provisions of this Warranty may be amended or modified only in writing signed by each of the Parties. If any provision of this Warranty is held invalid by any law or regulation of any government or by any court, such invalidity shall not affect the enforceability of other provisions in this Warranty. The provisions of this Warranty will be binding upon the BUYER's successors and assignees. No agent, employee or representative of Manufacturer has any authority to make any representation or warranty for Manufacturer with respect to the Products that is not contained in this Warranty. This Warranty contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, promises and representations or warranties.

2. CLAIMS

2.1 The BUYER is responsible for making any claim for loss of and/or transport damages to the Products against the carrier immediately upon delivery and notifying the SELLER accordingly.

2.2 The Products for which the BUYER alleges a claim must be kept at the SELLER's disposal and can only be returned to the SELLER with the SELLER's prior written consent.

3. LIABILITY LIMITATION

Except with respect to the parties' indemnification obligations or in cases of gross negligence, willful misconduct, fraud or violation of any applicable laws/regulations, in no event will either party be liable for any consequential, indirect, special (including without limitation loss of profits or loss of use), incidental or punitive damages, regardless of the form

Stephen Isenberg

Stephen Isenberg / President
February 12, 2020