

Site Survey Date: YES
 *Site Survey form to be submitted



*This quote by the independent contractor constitutes an offer to perform the work detailed herein and at the stated prices.
 Siemon's signature constitutes acceptance of the contractor's bid.

QUOTATION

Date: 2/12/2024

Site Company **NEWMARK**
 Premise(s): **4500 Kruse Way**
 Site Address: **SUITE 110**
LAKE OSWEGO OR 97035

Siemon POC: Julie Burdette
 Address: 101 Siemon Company Drive
 Watertown, CT 06795
 Phone # 860-945-4235
 Fax # 860-945-4236

Project:
 PO/Contract #: **NEW-012-2024-US**

Start Date:
 End Date:

SITE CONTACT
 Phone No.: You can either contact John Boyle or David Tran. Their contact i

SITE CONTACT John L. Boyle, MAI
 Phone No.: Senior Vice President

Contractor: **EMPOWER DIGITAL**

NEWMARK VALUATION & ADVISORY
 t 971-925-7801
 m 503-919-1013
john.boyle@nmrk.com

PLEASE SCHEDULE SITE SURVEY TO BEST GET AN ACCURATE QUOTE.

Scope of Work									
1. Remove / demo all data cable (approximately 25 drops)									
2. Install blank faceplates at all data drop locations.									
3. Remove rack and all equipment on rack from IDF									
4. Remove existing wireless access points and cable.									
5. Remove HDMI cable/faceplate from TV location at wall. Install blank faceplate.									

Notes & Qualifications

All GPS jobs require pictures and test results to be submitted upon completion. Test results can be downloaded in .pdf format (only if not part of a warranty).
 Warranty jobs - test results need to be downloaded in the tester's manufacturer's software.

I. LABOR

Item	Description	Hrs	Rate	Extended Cost					
Station Cabling				\$0.00					
Termination				\$0.00					
Testing/Label				\$0.00					
TR Buildout				\$0.00					
Backbone Cabling				\$0.00					
Rack/Stack Equipment				\$0.00					
WAP Device Install				\$0.00					
Move In Support				\$0.00					
Other	Demo of cable, rack & equipment included. Install blanks	8	\$125.00	\$1,000.00					

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Total Project Cost: \$1,000.00

This confidential Quotation document is entered into under the provisions incorporated herein:

I. OWNER

The Services to be performed hereunder are to be performed for and on behalf of Siemon and the party identified above as the Owner (hereinafter "Owner") at the Premises of Owner located at the Owner premises shown above (hereinafter "Premises").

II. QUOTED SERVICES

Subject to the terms and conditions hereof, independent contractor agrees to furnish the Services as hereinafter described, at the Premises identified above.

The Services consist of Services: (i) as described in the "Scope of Work", if completed and/or attached hereto; and (ii) other services as may be further described in additional documents referenced in the Scope of Work and attached hereto, all of which documents are incorporated herein in full by reference.

III. CHANGE ORDERS

Any changes after the acceptance of the project quote shall be made via a change order (CO), with Siemon reviewing such charges and accepting or rejecting the proposal.

Independent contractor agrees to be bound by all the terms and conditions set forth herein and the additional documents listed above with respect to the Services performed by it hereunder, which documents, along with this quote constitute the agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this quote to be executed by their duly authorized representatives.

This contract is not valid unless executed by duly authorized representatives of both parties.

In lieu of signatures, e-mails generated by duly authorized representatives containing the Sub-Contractor Quote for this project from the Subcontractor to Siemon, and from Siemon to Subcontractor, shall be an acknowledgment and agreement by the sending party to the Terms & Conditions detailed in the Sub-Contractor Quote and shall be binding on each sender.

FOR The Siemon Company

CK Siemon 2/21/2024
(Signature) (Date)

CK Siemon
(Printed/Typed Name)

VP of Reseller Services
(Title)

FOR The Independent Contractor:

Erik J. Hopkins February 16, 2024
(Signature) (Date)

Erik J. Hopkins
(Printed/Typed Name)

President
(Title)

Empower Digital Solutions, Inc.
Company Name

Subcontract Terms and Conditions:

Your acceptance of this Quotation as evidenced by your signature above acknowledges your compliance with the following Terms and Conditions:

- The parties hereto are independent contractors.
- This Quotation shall apply and have force only in respect to the said Project. Accordingly, the respective individual business' of the parties hereto shall not be affected by this Agreement and neither party shall have any claims against the business assets or undertakings of the other.
- Contractor shall perform all services and workhereunder. Contractor shall not subcontract any work hereunder without the prior written consent of Siemon.
- As a condition of offering this project to the independent contractor, the contractor agrees specifically not to compete directly or indirectly with The Siemon Company for Global Project Services work from the identified Siemon client.

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- **Insurance Requirements** -The below listed insurance shall be written with companies licensed to do business in the states where independent contractor's Services are provided under this quotation and have an A.M. Best rating of "A-VIII" or better. Siemon (and Owner as required) shall be named as additional insured, as its interests may appear. Certificates of insurance shall be furnished to Siemon prior to the commencement of the Work hereunder and all coverages will be primary and subrogation against Siemon and its insurance carrier will be waived. Contractor's insurance requirements may vary per country.

Worker's Compensation - Statutory

Workers' compensation and employers' liability insurance including coverage for all persons subject to the Workers' Compensation Act as well as coverage for sole proprietors, partners of a partnership, members of a limited liability company or officers of a corporation whether or not such coverage is optional under the Workers' Compensation Act, unless workers' compensation coverage for such sole proprietors, partners, members or officers is prohibited by the Workers' Compensation Act.

Contractor's workers' compensation insurance shall pay all benefits required to be paid under the Workers' Compensation Act and employers' liability insurance will be written with the following minimum limits:

Bodily Injury by Accident - \$500,000 Each Accident; Bodily Injury by Disease - \$500,000 Policy Limit; Bodily Injury by Disease - \$500,000 Each Employee

Commercial General Liability (including Contractual and Products Liability) - with The Siemon Company named as an additional insured with the following limits:

\$1,000,000 per Occurrence; \$1,000,000 Personal and Advertising Injury; \$2,000,000 General Aggregate - per Project using ISO's CG 25 03 or its substantial equivalent; \$2,000,000 Products-Completed Operations Limit

Comprehensive Automobile Liability (including owned, non-owned and hired automobiles) - Business Auto Coverage including liability coverage for all autos owned, rented, hired or borrowed by the contractors as well as liability coverage for mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws with the following minimum limit:

\$1,000,000 - Any One Accident -Combined Single Limit

Umbrella Liability - \$1,000,000 per Occurrence; \$1,000,000 Aggregate

Professional Liability - as required for Design Work:

\$1,000,000 minimum per Claim

Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder.

- Contractor acknowledges that the quoted cost is all inclusive and includes all labor, supervision, skill, materials, taxes, insurance, tools, equipment, transportation, utilities, temporary facilities, permits, services, apparatus, scaffolding, and any and all other items necessary to complete the specified work.
- All changes effecting price, quantity or delivery must be approved by Siemon in writing.
- Contractor agrees to take, use, provide and make all proper, necessary, and sufficient precautions, safeguards, and protections to prevent accidents, injuries or damages to any person or property. And furthermore, before the commencement of any work, has agreed to review with the on-site technicians under his employ, any occupational safety policies and procedures as they pertain to the scope of work at the site.
- This Quotation shall be governed by, and interpreted according to, the laws of the State of Connecticut.
- To the fullest extent permitted by law, the contractor shall indemnify, hold harmless the owner, Siemon, architect, architect's consultants and agents and employees of them for and against all injuries, claims, damages, losses and expenses, including but not limited to attorney's fees, arising directly or indirectly out of the obligations herein undertaken or resulting out of operations conducted by the contractor, anyone directly or indirectly employed by them or anyone who acts in their behalf shall be liable, regardless of whether or not such injury, claim, damages, loss or expenses caused in part by a party indemnified hereunder, save and accept claims or litigation caused by or resulting from the sole negligence of the party indemnified hereunder. Such obligations shall not negate, abridge or otherwise reduce obligations of indemnity which would otherwise exist to a party or person as may be stated otherwise herein.
- Payment terms are Net 30 days upon receipt of an acceptable and valid invoice. Invoices will not be processed until all required deliverables have been received and accepted for the project and may be subject to a 5% penalty if deliverables are not received within 15 days of completion of the work. Invoices must include the above Quotation No. and reference the project. Expenses must be documented and verifiable with an attached receipt.

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Invoices are to be submitted to:

The Siemon Company
Attention: Global Project Services Coordinator
101 Siemon Company Drive
Watertown, CT 06795

- Each invoice must include lien waivers for Independent Contractors and its Subcontractors.
- Invoices may be subject to 10% retainage.
- Siemon may request independent contractor to furnish irrevocable bonds at any time prior to final payment. Said bonds shall be provided within 10 days and shall be at Siemon's expense.
- All work is subject to Siemon inspection for acceptance.
- Independent contractor shall keep the premises "broom clean". Failure may result in a bill back.
- Final payment constitutes release of all claims. Contractor must furnish a Release of Claims to Siemon for payment; if applicable.
- All material, documents and work hereunder shall be governed by your confidentiality agreement with Siemon.
- Contractor agrees to honor Siemon's Patent, Trademarks, Servicemarks, copyrights and trade secret rights throughout the world.
- Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by arbitration in Hartford, Connecticut in accordance with the rules then obtaining, of the American Arbitration Association. Except as set forth, below, any such controversy shall be settled by one arbitrator chosen by Siemon and Contractor. If Siemon and Contractor do not agree on one arbitrator, such controversy shall be settled by three arbitrators, one which will be selected by Siemon, one by Contractor and one by the two arbitrators so selected. This Agreement shall be enforceable in, and judgment upon any award rendered by all or a majority of arbitrators may be entered in, any court of any country having jurisdiction.