



August 16, 2022

**TIG**  
**10170 SW Nimbus Avenue – Bldg. H**  
**Tigard, Oregon 97223**

**Client Location:**  
**DLF Pickseed**  
**33080 Red Bridge Road**  
**Albany, Oregon**

**Facility Wireless Access Point, Cable, and Fiber Installation Project**  
**Scope of Work:**

1. Provide and install two (02) CAT 6 cables from the computer room in the main office to 2 wireless access point location identified on the site drawing.
2. Install wireless access points provided by client.
3. Install client provided rack in new MDF in Building 1.
4. Install 18U wall mounted data cabinet (IDF) in Building 1.
5. Provide and install eighteen (18) CAT 6 cables from the new IDF in Building 1 to 7 outdoor and 11 indoor wireless access point locations identified on the site drawing.
6. Install wireless access points provided by client.
7. Provide and install eight (08) CAT 6 cables from the IDF to computers at “Blending Stations”.
8. Provide and install two (02) CAT 6 cables from the MDF to the conference room monitor location.
9. Install 18U wall mounted data cabinet (IDF) in Building 2.
10. Provide and install sixteen (16) CAT 6 cables from the new IDF in Building 2 to 6 outdoor and 10 indoor wireless access point locations identified on the attached site drawing.
11. Install wireless access points provided by client.
12. Install 18U wall mounted data cabinet (IDF) in Building 3.
13. Provide and install sixteen (16) CAT 6 cables from the new IDF in Building 3 to 6 outdoor and 10 indoor wireless access point locations identified on the attached site drawing.
14. Install wireless access points provided by client.
15. Terminate the new cables in new patch panels in the IDFs.
16. Test the new cables for CAT 6 performance, label and document installation.

17. Install 6-strand single mode fiber from MDF to the IDF in Building 1.
18. Install 6-strand single mode fiber from the IDF in Building 1 to the IDF in Building 2 utilizing existing underground conduit between buildings.
19. Install 6-strand single mode fiber from the IDF in Building 2 to the IDF in Building 3 utilizing existing underground conduit between buildings.
20. Terminate 2 strands of fiber at the MDF, Building 1 IDF, Building 2 IDF, and Building 3 IDF.
21. Test fiber.

#### Rate Schedule

Qty	Description	Cost
12,000'	Cat. 6 CMR Cable	\$3,960.00
1,000'	Single Mode 6 Strand Fiber	860.00
3	48-Port Patch Panel	210.00
2	24-Port Patch Panel	118.00
70	Inserts	630.00
5	2 Port Face Plate	15.00
60	3' Cat. 6 Patch Cords	240.00
10	10' Cat. 6 Patch Cords	70.00
62	Cable Certifications	930.00
80'	1" EMT Conduit	218.00
80'	2" EMT Conduit	482.00
1	Misc. Materials	880.00
4	FIS 1U Rack Mount Patch Panel	650.00
6	FIS 6 Port SC/UPC Adapter Plate	273.00
6	Fiber SC/UPC SM Pigtail Assembly	150.00
4	FIS Splice Tray	130.00
36	Fusion Splice Protection Sleeves	17.00
1	Fiber Termination Labor	2,678.00
18	Power Meter Test	350.00
1	Limited Energy Permit	175.00
1	Mobilization	405.00
	Labor	29,400.00
	<b>Total</b>	<b>\$42,841.00</b>

#### Notes/Exclusions:

1. Proposal assumes the existing pathway will be found between the Office and Building 1.
2. Proposal assumes existing underground conduit in intact and will be used to place fiber between buildings.
3. Proposal does not include installing or extending electrical circuits.
4. Proposal does not include a boom lift. Estimated cost for one boom lift for this project is \$3,320.00

## **Terms and conditions**

**TIME.** *Time is of the essence of this Agreement.*

**WAIVER.** *Failure of any party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.*

**LAW GOVERNING.** *This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.*

**ARBITRATION.** *If at any time during the term of this Agreement any dispute, difference, or disagreement shall arise upon or in respect of the Agreement, and the meaning and construction hereof, then every such dispute, difference, and disagreement shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference, or*

*disagreement shall be settled by arbitration in accordance with the then prevailing expedited commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in Multnomah County, Oregon. The then prevailing Oregon Rules of Evidence and the Oregon Rules of Civil Procedure shall apply in any such arbitration.*

**ATTORNEY FEES.** *In the event an arbitration, suit or action is brought by any party under this Agreement to enforce or interpret any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.*

**PRESUMPTION.** *This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.*

**TITLES AND CAPTIONS.** *All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.*

**ENTIRE AGREEMENT.** *This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.*

**AGREEMENT BINDING.** *This Agreement shall be binding upon the heirs, executors, administrators, representatives, successors and assigns (if permitted) of the parties hereto.*

**FURTHER ACTION.** *The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.*

**GOOD FAITH, COOPERATION AND DUE DILIGENCE.** *The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.*

**INDEMNITY:** *Customer and Empower Digital Solutions (each an "Indemnifying Party") agree to hold harmless, defend and indemnify each other and their respective directors, officers, employees, agents and independent contractors (the "Indemnified Parties") from and against all claims, liabilities, damages, losses and expenses, including but not limited to reasonable attorneys' fees and costs of suit, arising out of or in connection with: (a) any negligent or willful act or omission of the Indemnifying Party or the Indemnifying Party's employees or agents, including but not limited to the extent such act or omission causes or contributes to (i) any bodily injury, sickness, disease or death; (ii) any injury to or destruction of tangible or intangible property (including computer programs and data or any loss of use resulting there from; or (iii) any violation of any statute, ordinance or regulation; and (b) any breach, violation or failure of any of the warranties, representations or obligations of the Indemnifying Party under this Agreement.*

*WARRANTY: Empower Digital Solutions warrants that the hardware products it manufactures and provides will be free from defects in materials and workmanship. The limited warranty term is one year for components and 180 days for labor.*

*PRICE: Investment amount effective until: September 30, 2022*

Terms: Balance due at completion of work.

**Acknowledgement:**

**Customer**

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**Authorized Signature**

**Print Name**

**Date**

**Empower Digital Solutions, Inc.**

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**Authorized Signature**

**Print Name**

**Date**

**Empower Digital Solutions, Inc. 7700 SW Hyland Way, Beaverton, Oregon 97008**  
**CCB 195629; Electrical CLE290; ESB-8091 Erik J. Hopkins (503) 806-0530**