

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 5 day of DEC 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Automated Building Solutions Inc., located at 7348 South Alton Way, Building 9, Suite L, Centennial, Colorado 80112, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the Contractor's Proposal attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of agreement execution.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of one hundred eight thousand five hundred dollars and zero cents (\$108,500.00).

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000
8.1.2. General Aggregate: \$2,000,000

- 8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. Workers' Compensation Insurance: Per Colorado Statutes
- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

- 9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. WARRANTY:

- 10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

11. TERMINATION:

- 11.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 11.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

12. MUTUAL UNDERSTANDINGS:

- 12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 12.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 12.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 12.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

12.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:

1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;

2) Immediately upon hand delivery; or

3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Facilities Operations Department
Contact: Mike Holub
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6004
E-mail: Mholub@adcogov.org

Department: Adams County Purchasing
Contact: Shawn Hartmann
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6279
E-mail: Shartmann@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Automated Building Solutions Inc.
Contact: Art Espinosa
Address: 7348 South Alton Way, Bld. 9, Suite L
City, State, Zip: Centennial, Colorado 80112
Phone: 303.221.4020
E-mail: Aespinosa@absicontrols.com

12.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

- 12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

- 14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Board of County Commissioners

Eva J. Henry Date 12/5/17
Eva J. Henry, Chair

Automated Building Solutions Inc.

Art Espinosa Date 11/27/17
Signature
Art Espinosa Title President
Printed Name

Attest:

Stan Martin, Clerk and Recorder Stannas
Deputy Clerk

Approved as to Form: D. East
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Arapahoe

STATE OF Colorado)SS.

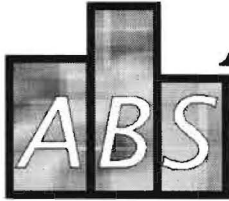
Signed and sworn to before me this 27th day of November, 2017,

by Susan Harrison,

Susan Harrison
Notary Public



My commission expires on: 10/20/18



Automated Building Solutions^{Inc}

7348 South Alton Way, Bld. 9, Suite L
Centennial, CO80112
(303) 221-4020 Fax 303-221-4072

PROPOSAL AND AGREEMENT

Proposal #: 1016-101-55
Date: September 28, 2016
Job Name: ACDC F-Mod BAS System upgrade
Customer: Adams County Facility Maintenance

The undersigned Customer authorizes AUTOMATED BUILDING SOLUTIONS INC. ("ABS") to provide the services described below and agrees to the stated compensation therefore:

ABSI will provide, install & program the following SOW & itemized DDC parts for controller upgrade to the Honeywell/Tridium BAS system

Scope of Work

- All labor, DDC parts, programming and commissioning necessary to complete the above mentioned project
 - All necessary programming to remove all existing Fire/Smoke control interlocks/programming from existing Honeywell BAS system
 - All necessary assistance with Fire/Smoke control contractor for separation of existing Fire/Smoke control from existing Honeywell BAS system

 - (1) new Honeywell/Tridium JACE-300 controller (**AHU-1**)
 - Memory upgrade to 256 MB
 - Power supply module
 - (1) LON software driver
 - (1) LON communication card
 - All necessary LON Analog Input modules
 - All necessary LON Digital Input modules
 - All necessary LON Analog Output override modules
 - All necessary LON Digital Output override modules
 - Re-use of all existing temperature sensors, TC valves/actuators, damper actuators, VFDs, pneumatic devices, freeze stats, fan status sensors, CO2 sensors, any existing peripheral device

 - (1) new Honeywell/Tridium JACE-300 controller (**AHU-2**)
 - Memory upgrade to 256 MB
 - Power supply module
 - (1) LON software driver
 - (1) LON communication card
 - All necessary LON Analog Input modules
 - All necessary LON Digital Input modules
 - All necessary LON Analog Output override modules
 - All necessary LON Digital Output override modules
 - Re-use of all existing temperature sensors, TC valves/actuators, damper actuators, VFDs, pneumatic devices, freeze stats, fan status sensors, CO2 sensors, any existing peripheral device
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- (1) new Honeywell/Tridium JACE-300 controller (**AHU-3**)
 - Memory upgrade to 256 MB
 - Power supply module
 - (1) LON software driver
 - (1) LON communication card
 - All necessary LON Analog Input modules
 - All necessary LON Digital Input modules
 - All necessary LON Analog Output override modules
 - All necessary LON Digital Output override modules
 - Re-use of all existing temperature sensors, TC valves/actuators, damper actuators, VFDs, pneumatic devices, freeze stats, fan status sensors, CO2 sensors, any existing peripheral device

- (1) new Honeywell/Tridium JACE-300 controller (**AHU-4**)
 - Memory upgrade to 256 MB
 - Power supply module
 - (1) LON software driver
 - (1) LON communication card
 - All necessary LON Analog Input modules
 - All necessary LON Digital Input modules
 - All necessary LON Analog Output override modules
 - All necessary LON Digital Output override modules
 - Re-use of all existing temperature sensors, TC valves/actuators, damper actuators, VFDs, pneumatic devices, freeze stats, fan status sensors, CO2 sensors, any existing peripheral device

- (1) new Honeywell/Tridium JACE-300 controller (**AHU-5**)
 - Memory upgrade to 256 MB
 - Power supply module
 - (1) LON software driver
 - (1) LON communication card
 - All necessary LON Analog Input modules
 - All necessary LON Digital Input modules
 - All necessary LON Analog Output override modules
 - All necessary LON Digital Output override modules
 - Re-use of all existing temperature sensors, TC valves/actuators, damper actuators, VFDs, pneumatic devices, freeze stats, fan status sensors, CO2 sensors, any existing peripheral device

- (1) new Honeywell/Tridium JACE-300 controller (**AHU-6**)
 - Memory upgrade to 256 MB
 - Power supply module
 - (1) LON software driver
 - (1) LON communication card
 - All necessary LON Analog Input modules
 - All necessary LON Digital Input modules
 - All necessary LON Analog Output override modules
 - All necessary LON Digital Output override modules
 - Re-use of all existing temperature sensors, TC valves/actuators, damper actuators, VFDs, pneumatic devices, freeze stats, fan status sensors, CO2 sensors, any existing peripheral device

- (2) new Honeywell LON Spyder Controllers (**AHU-7**)
 - Re-use of all existing temperature sensors, TC valves/actuators, damper actuators, VFDs, pneumatic devices, freeze stats, fan status sensors, CO2 sensors, any existing peripheral device
- (2) new Honeywell LON Spyder Controllers (**AHU-8**)
 - Re-use of all existing temperature sensors, TC valves/actuators, damper actuators, VFDs, pneumatic devices, freeze stats, fan status sensors, CO2 sensors, any existing peripheral device
- (2) new Honeywell LON Spyder Controllers (**AHU-9**)
 - Re-use of all existing temperature sensors, TC valves/actuators, damper actuators, VFDs, pneumatic devices, freeze stats, fan status sensors, CO2 sensors, any existing peripheral device
- (2) new Honeywell LON Spyder Controllers (**AHU-10**)
 - Re-use of all existing temperature sensors, TC valves/actuators, damper actuators, VFDs, pneumatic devices, freeze stats, fan status sensors, CO2 sensors, any existing peripheral device
- (2) new Honeywell LON Spyder Controllers (**AHU-11**)
 - Re-use of all existing temperature sensors, TC valves/actuators, damper actuators, VFDs, pneumatic devices, freeze stats, fan status sensors, CO2 sensors, any existing peripheral device
- (1) new Honeywell LON Spyder Controller (**Domestic/Laundry Boiler**)
 - Re-use of all existing temperature sensors, TC valves/actuators, damper actuators, VFDs, pneumatic devices, freeze stats, fan status sensors, CO2 sensors, any existing peripheral device
- Graphical representation of all DDC hardware/software points viewable thru existing Honeywell/Tridium Ax front-end software package
- All necessary CAT-5/6 cable installation for new Honeywell JACE controllers
 - Customer must provide locations for new CAT-5/6 cable/s to be installed to
- All necessary revised Engineering TC drawings reflecting controller upgrades/point layout
- Use of Owner IT personnel for all IP addressing/cabling associated with Honeywell/Tridium JACE controller/s
- (4) hours of on-site customer/owner training on Honeywell DDC system
 - Training will be split into (2) qty 2-hr sessions
- 1 year warranty on all parts and labor
- All work to be completed during Normal Business Hours (M-F 7am-5pm)

Total Price = \$108,500.00 (One Hundred & Eight Thousand Five Hundred Dollars 00/100)

Excluding:

- Anything not mentioned above
- Any and all replacement of defective DDC peripheral devices found during system upgrade
- Overtime labor – work to be completed during normal business hours 7:30am – 5:00pm.
- Cutting, patching, painting of ceilings, walls, or floors
- Air and Water Balancing
- Any and all Fire/Smoke system programming/devising/wiring/

SAH

~~Price held by ABS until December 31, 2016. If this Proposal and Agreement is not executed and returned by the above date, ABS reserves the right to modify the price given and/or the terms hereof.~~

~~Customer agrees to ensure legal access to the property in order for ABS to perform the work. If Customer for any reason cancels this Agreement after the date of execution, Customer will be assessed by ABS for all charges incident to preparation of and performance of the work up to the date of cancellation. ABS shall not be liable for delay caused by lack of labor, inaccessibility to the site, inability to secure adequate material, accidents, delays, or other causes beyond ABS' control.~~

~~ABSI shall not be liable to Property Owner for any indirect, incidental, special or consequential damages arising out of the use, partial use or inability to use the equipment provided, or receive the benefit of the installation services including, without limitation, lost profits or loss or damage to data, systems, personal or real property of Property Owner or any third party, whether in an action in contract, tort, strict liability or negligence, even if advised of the possibility of such damages. In no event shall ABSI's liability in contract, tort or otherwise, exceed the amount paid or owing to ABSI by Property Owner for the services and equipment provided.~~

~~ABS shall complete all work in a workmanlike manner according to industry standard practices. Any alteration or deviation from the above specifications involving extra costs will be subject to an extra charge over and above the estimate.~~

~~By signature of its representative below, Customer represents and warrants that he/she has full authority to bind the Customer and has taken all actions necessary to authorize performance of the work described herein and, if a public entity, that all sums necessary under the terms of this Agreement have been duly appropriated and that the above prices, specifications, and conditions are satisfactory and are hereby accepted. All Price proposals exceeding \$5,000.00 Total Compensation will be billed half the Total Compensation at the start of the job and the remaining balance shall be billed at the completion of the job. If project is to be billed via a monthly progress payment plan then all invoices will be invoiced according to work completed and or DDC parts stored on site. All outstanding Invoices past due (30) days or more shall be charged a Service Charge of 3% per month/36% annually of the outstanding balance as well as a one time \$150.00 late fee.~~

~~Executed this _____ day of _____, 2017~~

~~CUSTOMER _____ Automated Building Solutions Inc.~~

~~By _____ By: Art Espinosa~~

~~Title _____ Title: President~~