



proposal

ATTENTION:	Lee Anderson	COMPANY:	Kueny Architects
ADDRESS:	10505 Corporate Drive, Suite 100	CITY ST ZIP:	Pleasant Prairie, WI 53158
PREPARED BY:	Philip Roeglin	DATE:	03/21/2025
PROJECT:	City of West Allis – New DPW Facility – AV Design Proposal		
PROJECT ADDRESS:	7525. W Greenfield Ave, West Allis, WI 53214		

INTRODUCTION

This proposal has been submitted at your request to provide Audio Video consulting services with TALASKE for the City of West Allis – New DPW Facility. Please review this contract, and if it meets your approval, sign below and return a copy to our office to initiate services. Do not hesitate to contact us if additional information is required.

PROJECT UNDERSTANDING

It is our understanding the City of West Allis would like to integrate AV into the newly constructed spaces at their Department of Public Works Facility located at 1906 South 53rd Street, West Allis WI, 53219. The AV scope of work consists of, but is not limited to, a speaker system, microphones, audio controls, virtual meeting integration, meeting display, and phone paging and intercom system for the various facility areas.

The anticipated scope of AV design work includes:

1. Lobby 1A101: This area will require monitors for informational resources. A/V design to include monitor mirroring system back to control PC for City content programming.
2. Open Office 1A127: This area will require monitors for informational resources, TV control, intercom systems. A/V design to include monitor mirroring system back to control PC for City content programming. Virtual meeting control will be required for the two conference rooms in the space. TV to be controlled from the conference room table with integration to the furniture systems. In addition to conferencing and monitors, the space will include an intercom system integrated with the phone system connecting the following spaces: Vehicle Garage, Repair, Shops, Building 02, and Building 05. Equipment for this area can be housed in Data 1A124.

3. Lunch / Training 1B100: This system shall provide overhead wireless microphone pickup for training sessions and potential staff meetings. Additional wireless microphones shall be provided for a podium speaker in the center of the room. A rack mounted PC will be used for presentations and virtual meetings stored in room 1B101. The PC will display on the (4) displays in the room providing visibility of the content to every participant in the space. Two room cameras will be installed that can be selected within the virtual meeting platform. Ceiling speakers will provide content audio and far end audio. The rear speaker zone will also provide voice lift if needed. This space can be reconfigured as a large meeting space if needed. An HDMI input below the front displays will provide a hard-wired input to the system if needed.
4. Locker Room 1B117: This space will include an intercom system integrated with the phone system connecting the following spaces: Offices, Vehicle Garage, Repair, Shops, Building 02, and Building 05.
5. Open Office 1A203: This area will require monitors for informational resources and TV control. A/V design to include monitor mirroring system back to control PC for City content programming. Virtual meeting control will be required for the two conference rooms in the space. TV to be controlled from the conference room table with integration to the furniture systems. Equipment for this area can be housed in IDF 1A214.
6. Open Office 1B201: Virtual meeting control will be required for the two conference rooms in the space. TV to be controlled from the conference room table with integration to the furniture systems. Equipment for this area can be housed in IDF 1B216.
7. Open Office 1B215: This area will require monitors for informational resources and TV control. A/V design to include monitor mirroring system back to control PC for City content programming. Virtual meeting control will be required for the two conference rooms in the space. TV to be controlled from the conference room table with integration to the furniture systems. Equipment for this area can be housed in IDF 1B216.

END OF PROJECT UNDERSTANDING



AUDIO VIDEO SERVICES

The Scope of Services and associated fees take into consideration the project schedule, the number of meeting(s) and site visits, and the number of drawing releases and reviews in each phase. The following table summarizes our understanding of the project's requirements for these elements of our service:

PHASE	DURATION (MONTHS)	DRAWING RELEASES	AV MEETING(S)(S)S (CONS. DAYS)
pre-design	0.5	0	1
schematic design	0.5	0	1
design development	1	2	1
construction documents	1	3	2
bid	0.5	0	0
construction administration	3	0	4
commissioning	0.5	0	2
Total:	7	5	11



AUDIO VIDEO SERVICES: PRE-DESIGN

The following audio video services will be provided during the Pre-Design (PD) phase:

1. Identify conceptual audio video system requirements.
2. Develop a list of audio video sub-systems and rough order of magnitude budget(s).
3. Attend meeting(s) with the project team to advance the project design. Meeting(s) are anticipated at the following milestones, though actual meeting(s) agendas may vary:
 - Meeting(s) with end users to review the general audio video needs of the project (detailed programming sessions to follow in the SD phase).
 - Meeting(s) with the design team to discuss the integration of audio video needs into the Pre-Design Report.

PD DELIVERABLES

1. Provide an Audio Video Systems Capabilities narrative for inclusion in the design team's overall Pre-Design Report.

AUDIO VIDEO SERVICES: SCHEMATIC DESIGN

The following audio video services will be provided during the Schematic Design (SD) phase:

1. Identify detailed audio video system requirements for the project.
2. Research of product technologies.
3. Develop a conceptual audio video system design and preliminary system budget.
4. Provide preliminary recommendations for the design team regarding the design of the building infrastructure to support the audio video systems.
5. Review the incorporation of audio video design recommendations into drawings and specifications prepared by others.
6. Attend meeting(s) with the project team to advance the project design. Meeting(s) are anticipated at the following milestones, though actual meeting(s) agendas may vary:
 - Programming meeting(s) with the design team and end users to determine the audio video needs of the project.
 - Meeting(s) with the design team to review the infrastructure report and coordinate the integration of the audio video systems.



SD DELIVERABLES

1. Provide a detailed Audio Video Systems Programming Report along with preliminary cost estimates and space requirements.
2. Provide preliminary requirements for electrical, mechanical, and physical spaces to support Audio Video systems.
3. Provide one written report outlining comments about the 100% SD set as it relates to the audio video systems.

AUDIO VIDEO SERVICES: DESIGN DEVELOPMENT

The following audio video services will be provided during the Design Development (DD) phase:

1. Further develop the audio video system design.
2. Preliminary equipment selection.
3. Coordinate with the architect and design team regarding the integration of the audio video system equipment and the layout of the audio video spaces.
4. Prepare three-dimensional views and weight loads of major system elements for coordination with fellow design team members.
5. Analyze projection and viewing geometry.
6. Coordinate with the mechanical engineer to identify cooling required for heat producing equipment.
7. Coordinate with the electrical engineer to determine power locations for the Audio Video systems.
8. Provide information describing the IT requirements for A/V equipment to facilitate the design of these systems.
9. Review the 100% DD drawing set prepared by other members of the design team to verify Audio Video system infrastructure requirements have been properly incorporated.
10. Attend meeting(s) with the project team to advance the project design. Meeting(s) are anticipated at the following milestones, though actual meeting(s) agendas may vary:
 - Kickoff meeting(s) to review project status and establish ongoing design milestones.
 - Additional progress meeting(s) with the design team to coordinate audio video systems with aesthetic, functional, and budgetary project requirements.



DD DELIVERABLES

1. Preliminary audio video system design documentation set including:
 - Device Location Drawings.
 - Termination Schedule.
2. Preliminary Audio Video system specification section(s).
3. DD cost estimate.
4. Diagrams and sample specification sections to the electrical engineer regarding the requirements for an isolated ground system and isolated AC power service for the A/V systems.
5. Information to enable the electrical engineer to include A/V system conduit, risers, and termination locations on the electrical documents.
6. IT requirements for A/V equipment.
7. Mounting requirements for A/V equipment to facilitate the design by the architect or structural engineer.

AUDIO VIDEO SERVICES: CONSTRUCTION DOCUMENTS

The following audio video services will be provided during the Construction Documents (CD) phase:

1. Finalize the audio video system design documentation.
2. Pre-qualify three to five audio video systems contractors for the fabrication and installation of the audio video systems.
3. Review Bid Document packages prepared by other members of the design team for confirmation that all input with respect to A/V system design has been included.
4. Attend meeting(s) with the project team to advance the project design. Meeting(s) are anticipated at the following milestones, though actual meeting(s) agendas may vary:
 - Kickoff meeting(s) to review project status and establish ongoing design milestones.
 - Additional progress meeting(s) with the design team to coordinate audio video systems with aesthetic, functional, and budgetary project requirements.

CD DELIVERABLES



1. Issue audio video system construction drawings and specifications, sufficient to receive competitive bids for the equipment and installation of the A/V Systems. including:
 - Mounting and interface details for A/V equipment.
 - Drawings showing the layout of the equipment racks.
 - Detail drawings illustrating custom plates and panels.
 - System signal flow diagrams.
 - Narrative description of programming required for AV control systems.
 - Written specification detailing the equipment and construction standards to be employed in assembling and installing the system.
2. Provide written reports outlining our comments about the CD drawings and specifications as they relate to the audio video systems.
3. Final cost estimate.

AUDIO VIDEO SERVICES: BIDDING

The following audio video services will be provided during the Bidding (BID) phase of the project:

1. Attend a pre-bid conference to review scope and answer questions.
2. Provide clarifications to the bid documents, if required.
3. Preparation of Addendums.
4. Review the bids, discuss the results with the owner, and recommend award.
5. Review the qualifications of a maximum of one unlisted bidder, if required.
6. Attend meeting(s) with the project team to participate in contract resolution.

BID DELIVERABLES

1. Addenda releases of the audio video construction drawings.

AUDIO VIDEO SERVICES: CONSTRUCTION ADMINISTRATION

The following audio video services will be provided during the Construction Administration (CA) phase:

1. Observe and review the status of construction as it relates to audio video systems.



2. Provide reviews of submittals, as set forth in the Construction Documents for conformance to the specified design.
3. One (1) contractor re-submittal review.
4. Contribute to answers to requests for information from the contractor.
5. Issue construction bulletins as necessary.
6. Coordinate with the Audio Video Systems Contractor.
7. Provide recommendations for minor adjustments to designs and specifications which result from unexpected field conditions.
8. Attend meeting(s) with the project team to participate in construction coordination and quality control efforts. Meeting(s) are anticipated at the following milestones, though actual meeting(s) agendas may vary:
 - kick-off meeting(s) with the successful Audio Video Contractor.
 - Site visits for field coordination with the Audio Video Contractor, Electrical Contractor, and General Contractor (or Construction Manager).
 - Site visit to observe "substantially complete" construction and identify items to be included in the preliminary Punchlist.

CA DELIVERABLES

1. Written comments for all submittal reviews.
2. Written comments for all RFI reviews.
3. Reports of construction observations for all site visits.

AUDIO VIDEO SERVICES: CLOSEOUT PHASE

The following services will be provided during the Closeout phase:

1. Review test report prepared by the Audio Video Contractor.
2. Perform final site visit and system punch list.
3. Review owner's manuals and as built documentation.
4. Site meeting(s) with the end user to participate in user training sessions.



5. Attendance at rehearsals/performances/meeting(s)/classes to confirm the quality of the audio video systems under typical use, and to assist the end user's technical staff in initial use of the systems.

CLOSE OUT DELIVERABLES

1. Final Site Visit Review Log indicating final Punchlist items.
2. Project Record Drawings.

COMPLETION OF SERVICES

Upon completion and delivery of the commissioning deliverables as noted above, TALASKE's services shall be considered complete.

END OF AUDIO VIDEO SERVICES



SCOPE CLARIFICATIONS, ADDITIONAL AND EXCLUDED SERVICES

BASIS OF PROPOSAL SCOPE AND FEE

The following changes during the design process are typical adjustments to many projects, and should they arise will require additional fees to address the effort required.

- Efforts associated with alternative design, documentation, and split delivery systems; phased and deferred construction; additional meeting(s), and other variations from the project understanding and the scope of work sections herein are grounds for additional compensation commensurate with past and anticipated additional efforts.
- Services required or requested between the scheduled completion of one phase of work and the authorization to proceed with the following phase of work are considered additional services.
- Physical mockups for acoustic review or acoustic computer model(s).

We do not anticipate the following limitations. Should they arise, additional fees will be required to address the effort required.

- GMP Pricing.
- Extended value engineering and redesign efforts beyond those outlined in project scope, including cost containment efforts between phases.
- Additional attendance of meeting(s) beyond that outlined in the project schedule.

EXCLUDED SERVICES

The following services are not available from TALASKE and are excluded from this proposal:

- Design or specification of life safety systems.
- Determination of code requirements.
- TALASKE are not engineers or architects, and do not stamp drawings.
- Design for services or spaces not specifically identified within this proposal.

COORDINATION

TALASKE is an acoustics and audio video consulting firm. As such, we do not provide architectural or engineering services. As active members of the architectural design community,



we strive to provide practical and safe design solutions; however final review of recommendations regarding code, safety, structural, and other non-acoustic, audio, and video considerations are the responsibility of others.

END OF SCOPE CLARIFICATIONS, ADDITIONAL AND EXCLUDED SERVICES



FEE SUMMARY

The total compensation will be comprised of the fees for performing the Scope of Services (in accordance with the Project Overview), reimbursement for expenses incurred, and fees for performing Additional Services not included in the Scope of Services.

- All payments are to be made to The Talaske Group, Inc, 11629 W Dearbourn Ave. Wauwatosa, WI 53226.

FEES FOR CONSULTING SERVICES

Consulting services will be compensated by the fixed fees, allocated by phase as follows:

PART 1: INITIAL DESIGN FEES:

PHASE	ACOUSTICS	AUDIO VIDEO	TOTAL
pre-design	\$0	\$2,200	\$2,200
schematic design	\$0	\$2,200	\$2,200
design development	\$0	\$5,200	\$5,200
Total:	\$0	\$9,600	\$9,600

At the completion of the Design Development Phase, Client will be offered the option to switch from a strictly design consultant service to our contracting and build services. At this point we will provide a design-build quote to install a complete turnkey system. If this quote is accepted, the Part 2 design fees listed below will not be required as these services will be included in the design-build contract. If the Client elects to put the project out to bid, then the Part 2 fees will be necessary to complete the bid documents and oversee the installation.

PART 2: REMAINING DESIGN SERVICES (BID DOCUMENTS, CA, CLOSEOUT) FOR FORMAL BID:

PHASE	ACOUSTICS	AUDIO VIDEO	TOTAL
construction documents	\$0	\$5,200	\$5,200
bidding	\$0	\$1,000	\$1,000
construction administration	\$0	\$4,200	\$4,200
closeout	\$0	\$1,000	\$1,000
Total:	\$0	\$11,400	\$11,400



REIMBURSABLE EXPENSES

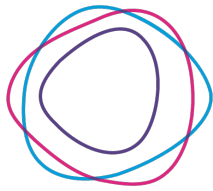
Reimbursable expenses are due in addition to fees. The following are considered reimbursable expenses: airfare (economy plus class within North America, business class for inter-continental travel), ground transportation costs (parking, IRS-standard mileage rates, tolls, car rental, public transportation fares), lodging, meals (including meals during local travel when such travel extends through a standard mealtime), shipping of test equipment, plotting and reproduction of scaled drawing sets, expedited delivery beyond US mail, client-requested insurance, international taxes, bank transfer or currency exchange fees, and other similar expenses.

FEES FOR ADDITIONAL SERVICES

If the Client requests services from TALASKE not included in the Scope of Services, TALASKE will be compensated through additional fees. Please review Article 1 in the attached Exhibit 1 (Terms & Conditions) for a summary of possible additional services. No additional services will be performed without prior authorization by the Client. Additional services are commonly provided on an hourly basis, at the following hourly rates (rates are subject to change for subsequent calendar years; the quoted rates are for 2025):

CONSULTANT	HOURLY RATE
acoustical consultants	\$210
audio-video consultants	\$200
technical assistants and CAD/BIM technicians	\$134

END OF FEE SUMMARY



TALASKE
SOUND THINKING™

ACCEPTANCE

This agreement is effective as of the date first written below. To authorize, sign below and return to TALASKE. Authorization of this proposal indicates acceptance of the Scope of Services and Compensation proposed by The Talaske Group, Inc. (dba TALASKE), as well as the Terms & Conditions of the contract that are detailed within the appended Exhibit 1.

INITIALS	SERVICE	ASSOCIATED FEE
[]	authorization for Part 1 audio video services	\$9,600
[]	authorization for Part 2 audio video services	\$11,400

Approval by Client:

SIGNATURE: _____ DATE: _____
PRINTED NAME: _____ REPRESENTING: _____

Submitted by TALASKE:

SIGNATURE: _____ DATE: _____
PRINTED NAME: _____ REPRESENTING: The Talaske Group, Inc.

Date of Proposal Preparation:

ORIGINAL: 2025-02-20 REVISION 1: 2025-03-21
REVISION 2: _____ REVISION 3: _____

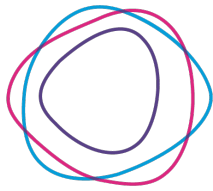


EXHIBIT 1: TERMS & CONDITIONS

The following Terms & Conditions apply to this proposal for acoustic, audio, video, and / or E-coustic consulting services performed by Professional Audio Designs, Inc. (dba TALASKE), hereafter referred to as the Consultant, on behalf of company identified on page 1 of this proposal, hereafter referred to as the Client, and are attached to the Proposal as Exhibit 1 for the Project identified on page 1 of this proposal hereafter referred to as the Project.

ARTICLE 1: EXTENT OF THIS AGREEMENT

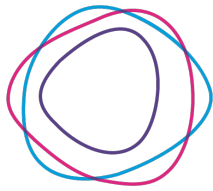
1. **FULL AGREEMENT:** This Agreement (the Proposal and these Terms & Conditions) between the Client and Consultant, once signed by both parties, represents the entire contract for the consulting services to be provided for the Project. In the event of discrepancies that may arise between this document and other attachments, exhibits or amendments, this document will prevail. This Agreement may only be changed or amended by written correspondence signed by both parties.
2. **SCOPE:** The part of the Project for which the Consultant is responsible for providing acoustics, audio, and/or video services is defined in the Scope of Services within the Proposal and will be referred to as This Portion of the Project. The Consultant will have no duties or responsibilities for any other part of the Project or any other discipline associated with the Project.
3. **COMPENSATION:** The total compensation to the Consultant for the Project is as follows:
 - .1 FEES: Fees for fulfillment of the consulting services within the Scope of Services to be paid to the Consultant by the Client are outlined in the Proposal.
 - .2 REIMBURSABLE EXPENSES: Expenses incurred by the Consultant in the course of providing services are considered reimbursable and will be paid by to the Consultant by the Client at cost plus the factor indicated in the Proposal.
 - .3 INVOICING: Consultant will provide invoices and statements to the Client monthly electronically. Invoicing will be based on the percentage of completion of the Consultant's portion of the work. A service charge will be added to each client requested hard copy of an invoice or statement.
 - .4 PAYMENTS: Payment from the Client to the Consultant is due within 30 days of invoice and past due after 30 days. Payment of fees and expenses to the Consultant is based solely on performance in providing the services described above regardless of whether the Client has received payment from any other funding source. Invoices which remain unpaid after 90 days of invoice date will be charged an interest rate of 1.5% per month and may result in a suspension of work by the Consultant (see article 2.3.2b). Projects in the State of Illinois will additionally be subject to the Contractor Prompt Payment Act of 2007 (Public Act 095-0567).
4. **ADDITIONAL SERVICES:** Any services that are not explicitly included in the Scope of Services are outside the scope of this Agreement. Additional Services may be provided if requested and authorized in writing by the Client. Any such authorizations will be subject to the Terms & Conditions of this Agreement. Additional Services may be required in the following scenarios:
 - .1 SERVICES ADDED TO CONSULTANT'S CONTRACTED SCOPE: The Consultant may provide services that were not included within the Scope of Services in the following instances:
 - .a Services are desired that are within the Consultant's expertise but were not included in the base RFP or the proposal's Project Understanding, whether due to explicit direction contained with the RFP or due to expanded understanding of the Project requirements following the start of work.
 - .b Services are desired that are related to—but not included in—the Scope of Services and which may be provided by a sub-consultant to the Consultant. Examples include design of computer networking, telephone or other communications systems; design of a whole-building vibration isolation system; design of a film cinema projection system; design of broadcast, satellite uplink/downlink, etc.
 - .2 EXPANSION OF SERVICES WITHIN THE ORIGINAL SCOPE: The Project may proceed in a manner in which the general scope of work remains unchanged, but which requires significant additional time expenditure beyond that which is explicitly indicated in the Proposal:
 - .a Meeting(s) Time: More extensive time is needed for attendance of meeting(s)s, site visits and associated travel compared to the quantity identified in the Scope of Services.
 - .b Drawing Releases: Additional drawing releases (and reviews of these drawings) are added to the deliverables compared to the quantity identified in the Scope of Services.
 - .c Additional Deliverables: Additional reports which are not specifically identified within Deliverable sections of scope, including release of calculations used as the basis of recommendations.



- .d Schedule Extension: Further effort is necessary due to extensions of the schedule for each phase compared to the original schedule (monthly extensions to the schedule are valued at two-thirds the average monthly-fee-per-phase based on the original schedule).
 - .e Test Equipment: More extensive use of test equipment is requested than was identified in the Scope of Services (additional test equipment use will be valued as described in the Fee Summary).
 - .f Post-Bid Coordination: Further coordination is required during construction for the resolution of CD review comments provided by the Consultant during the CD phase.
 - .g Redesign due to Change in Instructions: Revisions are necessary to construction drawings or specifications due to changes from previous instructions from the Client.
- .3 ADDITIONS TO BUILDING PROGRAM: The scope of the Project may change compared to the Project definition within the Proposal, requiring additional work by the Consultant:
- .a Additional effort is necessary due to the addition of programmed spaces or changes in program requirements, significant changes in size, quality and complexity at any time or due to design requirements introduced after the release of the documents for bid.
 - .b Immediate design effort is required to accommodate future facilities, systems and equipment that are not included in the Project Overview for this Project.
- .4 CHANGES IN PROJECT CONDITIONS OR PROCUREMENT METHODS: Additional efforts may be required to accommodate design or procurement conditions that were not anticipated or communicated to the Consultant prior to the start of work:
- .a Design services are required due to site conditions, local code restrictions, Client policies, or other unforeseen project conditions which were not summarized in the materials provided to the Consultant prior to the start of work (examples include excessive ground borne vibration, highly restrictive property line noise requirements, limits on construction noise levels, restrictions/prohibitions on the use of glass fiber materials, etc.).
 - .b Redesign services are required due to unforeseen changes in market conditions that substantially increase construction costs, including currency valuation.
 - .c Redesign services are required due to cost containment exercises (such as "value engineering") beyond the 50% level of completion of the construction documents. The Client will have the option of authorizing Additional Services for the Consultant to participate in cost containment efforts beyond this level of completion, or to excuse the Consultant from participation in these efforts. Should the Client elect to excuse the Consultant from participation the Consultant will not be responsible for any adverse effects to the acoustics-, audio-, and/or video-related elements of the Project design due to changes in the Project resulting from these exercises.
 - .d Services are necessary to support a contracting procedure different from the conventional full documentation/bid method. Examples include design/build, "fast-track" or phased bidding, guaranteed maximum pricing or other similar alternative procurement methods used to establish construction contract prices prior to the completion of fully coordinated construction drawings and specifications.
- .5 ADDITIONAL EFFORTS IN SUPPORT OF CONFLICT RESOLUTION: Additional efforts may be required to support the resolution of project conflicts beyond the control of the Consultant:
- .a Additional coordination or design services are required due the replacement of the contractor or a member of the design team for any reason, including default.
 - .b Attendance is required to testify in a court proceeding, arbitration, mediation, or public hearing not directly citing the Consultant. Services for any proceedings at which legal counsel is present (e.g. court testimony, depositions, etc.) will be compensated at twice the Consultant's quoted hourly rates.
5. **COMPENSATION FOR ADDITIONAL SERVICES:** Except where specifically noted otherwise, Additional Services will be compensated at the hourly rates in the Proposal plus any reimbursable expenses.

ARTICLE 2: ACTIVITY GOVERNED BY THIS AGREEMENT

1. **START OF WORK:** The start of work for the Consultant will be based on the Client's direction that results in billable activity and a subsequent invoice at the end of a billing period unless the start of work is identified differently within written correspondence. A fully executed contract is not required to indicate the start of work; a letter of intent or other similar written direction will suffice.



2. **COMPLETION OF WORK:** This Agreement will be concluded when the Consultant has completed the tasks listed in the Scope of Services and has received payment for these services. There is no expressed or implied warranty period with this Agreement.
3. **TERMINATION OR SUSPENSION:**
 - .1 Either party may terminate this Agreement with or without cause upon 7 day written notice.
 - .2 Either party may suspend this Agreement upon 7 days written notice under these conditions:
 - .a The Client may suspend this Agreement with intent to resume under the original terms only if all other design and/or construction work on the Project is also suspended.
 - .b The Consultant may suspend this Agreement with intent to resume under the original terms due to non-payment by the Client within 90 days of receipt of an invoice. The Consultant will restart work within 2 days of receipt of payment for outstanding invoices. The Consultant is not responsible for any service delays, redesign fees demanded by other members of the design team, or construction change orders resulting from Consultant-recommended modifications to work completed during suspension due to non-payment. The Consultant is not responsible for any reduction in quality of the Project due to work completed by others during the Consultant's stop-work.
 - .c This Agreement will be suspended in the event of an occurrence commonly considered Force Majeure. Neither Consultant nor Client will be held responsible for delays due to Force Majeure. During such delays it is understood that no efforts will be made by either party to further the Project until the Client notifies the Consultant of a Project restart.
 - .d In the event of restart of work following a Client-invoked suspension which extends beyond the original schedule, the Consultant's compensation will be adjusted to reflect inflation, any changes in the Project, and the associated extra efforts.
 - .3 In the event that the Client is subject to a master agreement that is terminated or suspended, the Client will advise the Consultant within 2 business days.
 - .4 The Consultant will be paid for services rendered up to the notification of termination or suspension. Payments will be due based solely on the level of completion of the Consultant's services, regardless of the level of completion of the architect's and/or other design team member's services, even when the Consultant's work is significantly and demonstrably more complete than the work of other design team members.
4. **ASSIGNMENT:** Neither the Client or the Consultant may assign this Agreement to another party without prior notification and written approval.
5. **VALID FOR 60 DAYS:** The Consultant reserves the right to revoke or revise the Proposal if not accepted within 60 days of the date of original proposal of this Agreement.

ARTICLE 3: RELATIONSHIP BETWEEN CONSULTANT AND CLIENT

1. **INDEPENDENCE:** The Consultant is an independent advisor, is responsible for methods and means while performing services, and is not an employee, agent or partner of the Client. The Consultant will not enter into any undisclosed conflict of interest that may compromise the Consultant's professional opinions with respect to the Project.
2. **CONFIDENTIALITY:** The Consultant will maintain the confidentiality of information regarding the Project in accordance to written direction provided by the Client. The Consultant will not be restricted, however, from identifying its role on the Project within normal promotional material and activities once the existence of the Project has become public knowledge.
3. **OWNERSHIP OF DOCUMENTS:** All documents prepared by the Consultant are instruments of service for use solely for this site-specific Project executed within the original schedule. The Consultant will be deemed the author of these documents and will retain all common law, statutory, and other reserved rights, including the copyright. The Client may retain copies of the Consultant's documents for information and reference, but will not use the documents on other projects or for completion of this Project by others, or distribute copies of the Consultant's documents (including electronic distribution) to third parties except by written agreement accompanied by reasonable compensation. The Consultant is not liable for any unauthorized use of the documents.
4. **DESIGN CREDIT:** The Client will explicitly name the Consultant as providing acoustics, audio, and/or video consulting services in all Client-produced or Client-supported publications which discuss the acoustics, audio, and/or video features of the project. This includes, but is not limited to: the Client's promotional and/or fundraising materials; press releases; and other descriptions provided to journalists (written or verbal).



5. **CLIENT'S REPRESENTATIVE:** The Client may assign or designate a third party representative to act on the Client's behalf for the execution of the Project. Any directives provided by the Client's representative will be considered to have equal effect to a directive received from the Client.
6. **COMMUNICATION:** Communication between the Consultant, the Client, the owner, members of the design team (including the Architect, Engineers, and other design consultants), and the users of the Project will not be restricted for the duration of this Agreement.
7. **ELECTRONIC EXCHANGE OF INFORMATION:** Communications, including official directives by the Client and deliverables may, if mutually agreed upon, be transmitted in electronic format.
 - .1 Electronic exchange of information will be considered equally valid to printed exchange of information. The electronic record of this information exchange will be considered the permanent record copy and, when feasible, record copies will be saved in a non-editable format.
 - .2 The Client agrees that the Consultant will not be responsible for any errors that may occur in the translation, interpretation or use of electronic design materials (Electronic Data) provided by the Consultant pursuant to this agreement. Corruption of Electronic Data is possible after it is initially transmitted and is beyond the control of the Consultant. Therefore, Electronic Data is supplied with no Expressed or Implied Warranties. If a conflict arises, the drawings and other information printed or plotted from the Electronic Data must be compared to the Consultant's electronic record copy.
 - .3 For projects where in-progress drawings and specifications are posted only in electronic format (i.e. no distribution of printed copies), the Client will notify the Consultant when major releases of in-progress documents have been posted to an electronic file storage site. The Consultant will not be responsible for service delays due to the lack of proper notification.
8. **COORDINATION OF CONSULTANT'S WORK:** The Client will assemble a design team consisting of a licensed architect (if the Client is not so licensed), licensed engineers, and other consultants to perform normally accepted design, documentation and construction administration services as defined by the American Institute of Architects. Also:
 - .1 **PROJECT MANAGEMENT:** The Client will be responsible for coordinating the Consultant's involvement in the Project relating to the schedule, meeting(s) notification, meeting(s) agenda and minutes preparation, drawing distribution, contractor submittal and correspondence distribution, notice of suspension and startup and other customary project management tasks for the Project.
 - .2 **INFORMATION DISSEMINATION:** The Client will be responsible for disseminating information and drawings to the Consultant in a regular and timely manner regarding the progress, documentation and changes with the Project. The Consultant will have the right to rely on the accuracy of any information provided by the Client and will not review this information for accuracy. The Client will be responsible for ensuring distribution of all information released by the Consultant to other design team members.
 - .3 **INTEGRATION OF CONSULTANT'S RECOMMENDATIONS:** The Client will, with the Consultant's assistance, coordinate the Consultant's recommendations with other Project requirements and will direct members of the design team to incorporate these recommendations into the Construction Documents.
 - .4 **REVIEW RESPONSIBILITY:** The Client will review and approve or direct to another qualified member of the design team to review and approve the Consultant's work with regard to compliance with building code, life safety, ADA and all other non-acoustic, non-audio, and non-video considerations. If the Consultant assists with the design of movable devices that are part of the Project, the Client will ensure that all functional, storage, and operational features of these devices are reviewed by appropriately licensed design team members prior to procurement.
9. **LICENSES:** The Consultant will not be responsible for any part of procuring licenses, permits, certificates, permissions, and the like that may be required for the execution of the Project.
10. **JOBSITE & CONSTRUCTION REVIEW:** Regarding on-site reviews during construction:
 - .1 The Consultant will have right of access to the jobsite when work is in preparation or progress.
 - .2 The Consultant will report to the Client, as soon as is reasonably possible, any construction that is observed to conflict with the intent of the construction documents. However, the Consultant does not have the authority to direct the contractor to cease or correct non-compliant construction (such authority is vested with the Owner and/or Architect only).
 - .3 The Consultant assumes no responsibility for jobsite safety or construction means and methods.
 - .4 The Consultant assumes no responsibility for the detection or removal of any hazardous substances found at the jobsite.

ARTICLE 4: COVERAGE, INDEMNIFICATION & DISPUTE RESOLUTION



1. **GENERAL:** The Consultant will maintain business and professional liability insurance to cover any claims that arise due to errors and omissions occurring during the execution of professional services.
 - .1 The Consultant's insurance coverage in place prior to preparation of this Agreement, summarized as follows, is considered the Consultant's base insurance coverage:

.a Business Liability:	\$1,000,000 each occurrence / \$2,000,000 general aggregate
.b Workers Compensation	\$1,000,000 each accident
.c Auto Liability Coverage	\$1,000,000 combined single limit each accident
.d Professional Liability	\$2,000,000 per claim / \$2,000,000 aggregate
 - .2 The Consultant will be reimbursed for the cost of additional premium payments to increase coverage beyond the base insurance coverage, if required by the Client.
2. **MAINTENANCE:** The Consultant will maintain the insurance coverage stated above from the start of work through a period of one year past substantial completion of the Project.
3. **ADDITIONAL INSURED:** The Client will name The Talaske Group, Inc. as an additional insured to the Client's General and Auto liability on a primary and non-contributory basis for the duration of the Project. Certificates of Insurance will be provided within 30 days of agreement and at policy renewal.
4. **NON-WAIVER:** Commencement of Services by the Consultant without the required Certificates of Insurance, or without compliance with any other provision of this Agreement, will not constitute a waiver by the Consultant of any rights in this Agreement. The obligation to procure and maintain any insurance required is a separate responsibility of the Client and independent of the duty to furnish a copy or certificate of such insurance policies.
5. **INDEMNIFICATION:** The Consultant agrees to indemnify the Client against all claims solely relating to negligent performance within the Consultant's Scope of Services, as explicitly identified in this Agreement. The Consultant will not indemnify the Client for any lawsuits, claims, losses, damages or demands arising out of either the Client's own negligence or any work performed by a third party including but not limited to all claims involving code, safety, structural, rigging, operations, ADA considerations, or for any other work outside of the Consultant's Scope of Services. The Client will indemnify the Consultant for all claims regarding all non-acoustics, non-audio, or non-video considerations to the extent that these services are provided by the Consultant for This Portion of the Project.
6. **AGREED REMEDY:** The Client agrees, to the fullest extent possible, to limit the liability of the Consultant so that the total aggregate liability of the Consultant will not exceed the Consultant's fees for services rendered on the Project. This limitation of liability applies to any cause of action, be it contract, tort, or any other theory. The Client agrees to bring any claims against the Consultant corporate entity, not any individual owners or employees of the Consultant. The Client and agrees to waive any claims for consequential damages.
7. **DISPUTE RESOLUTION:** In the event of a dispute between the Consultant and the Client and/or other involved parties regarding this Project, the process of mediation will be undertaken to resolve such disputes in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Demands for mediation initiated by the Consultant or the Client will be made within one calendar year of the termination, if terminated, or the substantial completion of the Project. The costs for such mediation will be shared equally between the Consultant and all other involved parties. The dispute resolution will occur in the general vicinity of the Project or, alternatively, another location if mutually agreed upon by all involved parties.

END OF EXHIBIT 1: TERMS & CONDITIONS

END OF TERMS & CONDITIONS