



Facility Readiness Discussion

(Revised 6/21)

Thank you very much for partnering with us on your upcoming installation project! LightWerks will do everything possible to meet or exceed your expectations with our installation services. To do that, we find that customer preparation goes a long way to helping ensure a successful integration project.

Based on our experience, we sometimes find that we are unable to properly perform our work due to circumstances beyond our control. Issues that can cause delays with our portion of your project include rooms that aren't available when we arrive to do work, other tradesmen in our way while we try to work, and incomplete trade-work (e.g. network turn-up, electrical, ceilings, flooring, lighting, furniture assembly, etc.) that must be finished prior to our arrival at the site.

Therefore it is critical that you work closely with us to help us give you the best service possible. We are typically the last trade to work in a room before project completion, but we generally need other work to be complete, and rooms to be available, dust-free, and clear for us to be able to meet your expectations. Following are issues that sometimes occur, and the up-charges the project will incur if we are not able to do our work for you at our scheduled times:

1. **Delays to Start of Installation:** Delays caused by no fault of LightWerks will be billed at \$150 per person-hour and will be calculated in ½ hour increments.
2. **Installation Cancellation/Rescheduling:** Cancellation or rescheduling of installations will be subject to the following charges (all cancellations and rescheduling requests must be submitted to LightWerks in writing):
 - a. Less than 72 hours notice: \$500
 - b. Less than 48 hours notice: \$1,000

These fees will be waived if LightWerks is able to replace the installation with another project.

3. **Room Availability:** The Room(s) where the installation(s) is(are) to occur MUST be made available to LightWerks for the duration of the pre-scheduled installation and testing period. This means that no other events or meetings can be scheduled in the room(s) while LightWerks is working on-site. Any deviation from this condition will result in installation completion delay and T&M rate (\$150 per person-hour) billing for crew downtime.
4. **Construction Schedule Delays/Changes/Additions:** Delays to the start or completion of a technical installation that are beyond the control of

LightWerks, WILL result in delay of technical installation completion. If, however, the customer still requires LightWerks to meet the original completion date in the event of such a delay, the customer agrees to pay extra labor costs and expenses necessary for LightWerks to expedite installation. Extra billing (change orders) must be agreed to **in writing** in advance of expedited installation.

5. **Contiguous Installation:** Unless otherwise negotiated, jobs are quoted with the expectation of contiguous installation, meaning we expect that we will be able to complete the contracted work in large blocks of time rather than having to do piece-meal work with multiple extra visits. In the event that it becomes necessary for LightWerks to add additional site visits and/or additional equipment rental to accommodate for equipment delivery issues, construction schedules, or major changes in customer's installation requirements, customer will be asked to compensate LightWerks at \$150 per additional person-hour, to be calculated in ½ hour increments, including drive-time.
6. **After-Hours/Overtime Labor:** Our normal labor hours are eight work-hours per day, Monday through Friday, 6:30 am to 5:00 pm., with an hour for lunch. These labor hours are negotiable based on an individual customer's requirements. However, any work that is required by the customer to be completed outside of LightWerks' standard or agreed-to working hours will be billed at time-and-a-half or double-time rate (depending on the day of the week and time), plus expenses.
7. **Owner-Furnished Equipment (OFE):** OFE is OFTEN the cause of unexpected problems and delays on an installation. LightWerks does not install any wiring or equipment that does not meet State regulations. Any customer requiring LightWerks to work with OFE agrees to pay for any extra labor expended due to problems or failures experienced with old wiring or equipment. This labor will be billed at \$150 per person-hour. Any equipment provided to LightWerks will not be deemed as "working" until it functions within the LightWerks -provided system. LightWerks will not be held liable for any OFE that is not, or cannot, be demonstrated to be functional prior to our installation. Also, LightWerks cannot be held liable for unsafe conditions that existed prior to our work on any jobsite (e.g. faulty mounting of pre-existing equipment).
8. **Site Conditions and Client-Provided Information:** LightWerks will make every effort to work with your site conditions as they actually exist. However, should the site circumstances prove to be substantially different than those originally assumed, observed, and/or agreed upon by LightWerks (e.g. unusable conduits, lack of access to ceilings or equipment closets, unusually high mounting points, etc.), there will need to be additional time and charges required (i.e. an "external" change order) to offset or overcome previously undisclosed or unknown challenges.

9. **Site Clean Up:** If a site is in an untidy, dirty, or dusty state, any necessary pre-installation clean-up done by LightWerks will be billed at a T&M rate of \$150 per person-hour and may result in a delay in the completion of the installation. At a minimum, required removal of existing trash from rooms upon LightWerks arrival will be billed as follows:
- a. Basic Removal: \$500 (One Room)
 - b. Extended Removal: \$1,000 (Multiple Rooms)

10. **Completion and Definition of Installation:** LightWerks will complete the project in accordance with the agreed-upon project dates. LightWerks will not charge customer for any overtime or material charges that are incurred due to problems caused by LightWerks. Substantial completion of installation is defined as "substantially all gear has been delivered and is installed and the system allows beneficial use. 'Punch-list-type' items may still remain open but the systems are useable by end-users."

The above is only a partial list. To review LightWerks' complete list of Terms and Conditions, see [HERE](#), or scan the QR code to the right:



Thank you again for your business. We will do everything possible to provide you with a professional, timely installation experience. A little preparation on your part prior to our arrival will be a **tremendous** help and is very much appreciated. If you have any questions, please feel free to contact your PM or Project Coordinator.

Very kind regards,



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