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**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

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**SERVICE AGREEMENT NO. 092812**  
**WIRELESS BRIDGE LINKS FOR DISASTER RECOVERY-LABOR**  
**BETWEEN SHERIFF'S OFFICE/PUBLIC WORKS ADMIN BUILDING**

**THIS AGREEMENT**, made and entered into this 13<sup>TH</sup> day of November 2012, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Sentinel Technologies, Inc., of the City of Tempe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide for the services described in the scope of work below in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County I.T. Director or designee. All work must be performed in conformance with industry standards and best practices.

***Scope of Work:***

Per attached Attachment 1, Project Overview, which is incorporated into this Agreement by this reference.

Contractor shall provide services outlined in Attachment 1, Project Overview, which is incorporated into this Agreement by this reference.

***Fee Schedule***

Per Attachment 2, Budgetary Quote, which is incorporated into this Agreement by this reference.

**ARTICLE 2 - TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- |   |             |
|---|-------------|
| • General Aggregate                         | \$2,000,000 |
| • Products - Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury           | \$1,000,000 |
| • Each Occurrence                           | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

*All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501** or email to [dsgroi@co.gila.az.us](mailto:dsgroi@co.gila.az.us). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7- ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. §35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**ARTICLE 8 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 - NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 - ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 - GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that

even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14- TERM:** The term of the agreement shall commence upon the direction of the I.T. Director and terminate ninety (90) days thereafter, unless canceled or extended as otherwise provided herein.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid \$20,776.00 for completion of the service as described in Article 1 - Scope of Services.

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

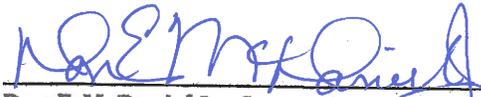
All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, two (2) identical counterparts of **Contract No. 092812**, each for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

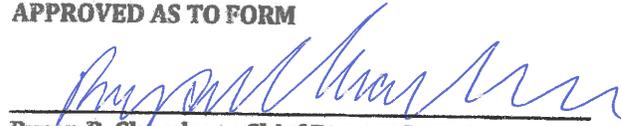
  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

**SENTINEL TECHNOLOGIES, INC.**

  
\_\_\_\_\_  
Signature

Brad Faubion - GM Phx  
Print Name  
11-5-12

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Bryan B. Chambers, Chief Deputy County Attorney  
for Daisy Flores, County Attorney



## Project Overview

### Project Overview

This project includes Sentinel professional services to mount, configure, and integrate four (4) Exalt ExtendAir rc5005 wireless bridges to connect the Gila County Admin Campus network in Globe, Arizona to the Public Works building network. The bridges will be configured in two back-to-back point-to-point links with the center point being the County-owned communications tower atop Signal Peak. The other two endpoints will be mounted on new mounts provided with the radio equipment provided by Gila County.

### Project Specific Requirements

#### Deployment Timeframes and Expectations

Sentinel has noted standard project timeline expectations:

- Normal project duration – 5 days

*These standards may change depending on specific project requirements and will be noted below.*

Nearly all tasks are considered non-disruptive to network operation and will be scheduled and performed during normal business hours of 9:00 am to 5:00 p.m. Monday through Friday, excluding Holidays. Tasks that are disruptive to network operations, including cutover of the network to the new wireless bridge links will be scheduled after normal business hours Monday through Friday.

*During Project Changes: Any changes to scope will be presented and approved through Sentinel Project Management using the Project Change Request (PCR). Changes will not be performed until the PCR is approved for procedure and all budget and timeframe impacts are understood.*

*Remote Support: Sentinel's service estimate assumes remote access support through IP VPN connection. Without this access additional services may be occurred for optimization and tuning required pre and post installation*



## **Sentinel Project Team and Implementation Process**

### **Deployment Team and Sentinel Management**

Sentinel will assign a complete project team for the project. Resources will be assembled and will remain with Gila County throughout each phase of the project. This will include, but is not limited to:

- Wireless Implementation Engineers
- Project Manager

Sentinel will provide a certified-climber for the tower and ground location installations.

Gila County will be setup with a call escalation plan and 24\*7\*365 call center coverage for any expediting of issues. This will include currently any project related issues or concerns.

### **Customer Overall Project Responsibilities and Assumptions**

The following is a list of tasks and assumptions that Sentinel assumes have been completed by The Client prior to the installation of the above-mentioned project. Sentinel will only perform the following tasks; after a Project Change Request [PCR] has been signed by an authorized member of the Client's IT Staff.

- Designate a Single Point of Contact (SPOC) as project coordinator to work with the Sentinel engineer to be responsible for customer activities, milestone responsibilities, and project planning.
- Designate a backup when Customer contact is not available who has the authority to act on all aspects of the project in the absences of the primary contact.
- Customer team must be ready to respond to questions and requests for input and/or information within 8 hours of an information request from Sentinel.
- Notify Sentinel of any hardware and/or software upgrades or any other changes within Customer's network within at least seven (7) business days prior to the implementation or cutover after contract signature.
- During the life cycle of the project, notify Sentinel of any scheduled implementation activities within seven (7) business days of the scheduled activity.
- Confirmation of the completeness and accuracy of the information provided to Sentinel will be the responsibility of Customer. All design changes that need to be made as a result of incomplete or inaccurate information may result in changes to the project fees and schedule.
- Provide administrator-level access to the network switches to which the wireless bridges will connect and administrator-level access to layer-3 switching or routing devices at both endpoints for reconfiguration of routing across the wireless links.
- Provide wall or roof penetration points at each installation location to route wireless bridge cabling into the respective buildings and connect to network switching and power equipment.
- Provide about 4 feet of space at the top of the existing communications tower atop Signal Peak with a clear line of sight to each of the ground endpoints, including any needed tree trimming to clear the line of sight. If the line of sight is completely obscured and tree trimming is not possible and project must be terminated, then progress invoicing by Sentinel will occur only for services and expenses already incurred.



- Provide roof-top mounting space at each of the ground endpoint buildings for the non-penetrating roof mounts for the wireless radio equipment, rubber mats, and cinder block weights.
- **Site Survey Requirement:** Sentinel requires that a Site Survey be performed on any Wireless implementation both point to point and internal. If this proposal represents an estimate of required gear and effort, phase one of the engagement will be a Site Survey. Upon conclusion of the survey any changes to the effort will be communicated prior to the implementation phase of this project.
- **Equipment Validation and Responsibility:** Upon conclusion of the Site Survey any additions or deletions will be communicated to the client. If changes are required to already purchased equipment, this gear will be subject to the standard return and PCR processes.
- **Conduit Requirements/Building Codes:** Sentinel has only included running of cable neatly through the facility and not included any conduit requirements. If existing conduit is in place and space exists cabling will be run. If conduit is required this will be the responsibility of the customer.
- **Grounding:** a lightning grounding protection connection point must be within 20 feet of the installed mounts or additional charges will be applied.
- **Multiple Trips:** Sentinel has quoted a price including a single trip per link for installation. This means that complete building access will be required to all areas on the scheduled trip. Any subsequent trips as a result of access or facility/personnel issues beyond Sentinel's control will require additional costs to be approved by a Project Change Request.
- **General Cabling:** Customer provided network patch cables assumed.
- **Power:** Sentinel assumes all power conditioning, UPS systems and cables provided by the customer.
- **Racks:** Sentinel assumes the customer will provide all required rack equipment.
- **Permits, Engineering & Access:** Sentinel assumes all permits, Variances, Engineering analysis requirements, access to facilities, roof access, building warranty concerns or other site specific information and procedures will be the responsibility of the customer. Sentinel can assist as needed but will need to be informed of any requirements prior to the site survey to consider these within the validation process.



## Scope of Work

### Exalt Wireless Bridges

This project includes Sentinel professional services to mount, configure, and integrate four (4) Exalt ExtendAir rc5005 wireless bridges to connect the Gila County Admin Campus network in Globe, Arizona to the Public Works building network. The bridges will be configured in two back-to-back point-to-point links with the center point being the County-owned communications tower atop Signal Peak. The other two endpoints will be mounted on new mounts provided with the radio equipment provided by Gila County.

The following diagram illustrates the endpoint locations for each of the two bridge links.





The following are the major tasks to be performed by Sentinel during this project.

1. Perform a detailed wireless site survey with verification of line of sight, and detailed discovery of the connecting network switches and routers for each of the links, and advise the customer of any recommendations for the success of the project.
2. Consultation and design services to review the current environment and locations and desired network configuration and services.
3. Confirm design and implementation plan with customer.
4. Configure (4) Exalt ExtendAir rc5005 wireless bridges with the latest Exalt firmware software, preconfigure the bridges, test, and prepare for mounting.
5. Mount (1) ExtendAir rc5005 bridge atop the 911 operations building adjacent to the County Admin Complex using a non-penetrating mount and route the power over ethernet UTP cabling into the building, terminate cabling on the rc5005 bridge and the power injector within the building and connect to the network switch. Weather seal penetration point for cabling. Pre-align wireless bridge to the Signal Peak location.
6. Mount (1) ExtendAir rc5005 bridge atop the Public Works building using a non-penetrating mount and route the power over ethernet UTP cabling into the building, terminate cabling on the rc5005 bridge and the power injector within the building and connect to the network switch. Weather seal penetration point for cabling. Pre-align wireless bridge to the Signal Peak location.
7. Mount (2) ExtendAir rc5005 bridges atop the Signal Peak communications tower, using tower mounts and mounting brackets and route the power over ethernet UTP cabling into the communications building at the foot of the tower, terminate cabling on the rc5005 bridge and the power injectors within the building and connect each bridge back-to-back with crossover cabling between injectors and directly between bridges. Weather seal penetration point for cabling. Align wireless bridges to each of the ground endpoints at the 911 operations center building and also at the public works building.
8. Test and verify wireless bridge connectivity between the Signal Peak tower location and each of the ground endpoint buildings. Test and verify network switch to network switch connectivity between each of the ground endpoint buildings.
9. Reconfigure layer-3 routing between the County Admin Complex and the Public Works Complex to enable dynamic routing protocols across the wireless bridge links. Test and verify failover routing between wireless bridge links and wired wide area network links.
10. Provide written electronic documentation consisting of the design and as-built configurations for each of the wireless bridges and reconfigured network switches and routers.
11. Review the acceptance requirements with the Customer-assigned resource.



### **Project Acceptance**

The Customer shall indicate its acceptance of the Service or Deliverable by signing the Project Completion Document. If multiple sites are included in the solution a separate Completion Document will be completed per site. Upon notification, Company has ten (10) working days to schedule appropriate personnel to review the particular Services performed and sign the Completion Document. Signing of this document, or the Customer's failure to respond within the designated ten (10) day period, signifies the Customer's acceptance of the Services performed. In order to refuse acceptance of the Services performed, the Customer must indicate non-acceptance on the Completion Document and immediately provide written notification to Sentinel, describing why Customer is rejecting the Services performed. Sentinel shall have ten (10) days after the receipt of such notice to correct the error given it is within Sentinel's scope to do so. Such time period to correct the error may be extended by mutual consent. Ongoing support and trouble ticket resolution will be the responsibility of the Customer.

ATTACHMENT 2



s e n t i n e l

**Gila County**  
**Budgetary Quote - Wireless Bridge Links Labor**

**Presented By:**  
Richard Moore  
Sr. Account Manager  
Sentinel Technologies, Inc.  
(480) 897-5964  
[rmoores@sentinel.com](mailto:rmoores@sentinel.com)

**Architect:**  
James Kahalewai  
Principal Solution Architect  
Sentinel Technologies, Inc.  
(480) 897-5951  
[jkahalew@sentinel.com](mailto:jkahalew@sentinel.com)

**Sentinel Technologies, Inc.**  
AZ State Contract: ADSP012-024651  
S.A.V.E Contract: 10105 S

**Survey Labor**

# of Links to Survey in Sequence	2
<b>Survey Labor</b>	<u>3,000.00</u>

**Wireless Radios Labor**

Exalt ExtendAir Unlicensed Links	14,922.00	<i>Links</i> 2
<b>Installation Budget</b>	<u>14,922.00</u>	<i>Total</i> <u>2</u>

**TOTAL PROJECT**

Site Survey Labor	3,000.00
Estimated Travel Expenses - Site Survey	982.00
Wireless Installation Total	14,922.00
Mounting Installation Labor (if necessary as determined by site survey)	1,872.00
<b>Project Total</b>	<u><u>20,776.00</u></u>