8/19/2026

Jeremiah Adams
Flagstaff, City of
211 W. Aspen Avenue
Flagstaff, AZ 86001

Subject: Contracting Proposal
Titan Power Proposal #: 31083
Customer Solicitation # (if applicable):

Dear Jeremiah Adams,

Titan Power is pleased to have the opportunity to submit a Contracting Proposal for your review and consideration. Enclosed please find Titan Power's proposal, along with supporting information and documentation for your reference. We have taken great care to be as thorough as possible in our submittal of this proposal.

As an industry leading specialized contractor for critical power and air environments, Titan Power pledges to provide a superior level of service and reliability through several key differentiating factors:

- **Licensed Contractor** - Commercial Contractor in the states of Arizona, California and Nevada
- **Experience** - Complete over 50 turnkey critical power and air equipment installations on average every year
- **Support** - 24 x 7 x 365 Support and Emergency Service
- **Single-Source Solution** - We provide, install and service all major brands of equipment from over 35 different manufacturers
- **Competitive Pricing** - History of high sales volume with suppliers, passing top-tier level pricing and discounts to the customer

Thank you for your interest in Titan Power as your specialized contractor for your critical environment. We look forward to working with you and Flagstaff, City of on your critical power or air requirements now and in the future. Should you have any questions or require any additional information please feel free to contact me.

Sincerely,

Richard Rodriguez

Richard Rodriguez
Account Executive
O: 480-576-7828
richardr@titanpower.com | www.titanpower.com

CONTRACTING PROPOSAL	
Proposal Number:	31083
Customer/Contract Ref #	

Corporate Office
7031 W. Oakland St. | Chandler, Arizona 85226
(800) 509-6170 | Office: (480) 968-3191
| info@titanpower.com

CUSTOMER ADDRESS	EQUIPMENT LOCATION
Attn: Jeremiah Adams **Flagstaff, City of** 211 W. Aspen Avenue Flagstaff, AZ 86001	**Flagstaff, City of** 211 W. Aspen Avenue Flagstaff, AZ 86001

L/I	QTY	PART #	DESCRIPTION	LIST PRICE	DISC.	UNIT PRICE	EXT. PRICE
1	1.00	30S0G040KWWW	Toshiba 3000 Series UPS 40kVA - 480V, 60/50 Hz. 3-Ph/3-Wire Primary Input - 480V, 60/50 Hz. 3-Ph/3-Wire Bypass Input - 480V, 60/50-Hz. 3-Ph/3-Wire Output 3000 TP Modular Configuration System includes - (1) 3000 TP Cabinet containing • Integrated System Controls • Human-Machine Interface (HMI) and Customer Interface Connections • System Static Transfer Switch - (1) 40kVA / 40kW UPS Power Modules 3000 TP Series Standard Features: - Hot swappable UPS Power Modules. - Software-scalable architecture for flexible load protection. - Dual-input design with factory-included jumpers for single-input operation. - Full front access – 0"" rear clearance required. - Front air intake with top air exhaust. - Bottom and side cable entry for flexible installation. - RemotEye 5 included. Shipped separately.	$59,152.77	35%	$38,449.30	$38,449.30
2	1.00	UPSSTARTUP3000-TP	3000 Series Start Up Service Includes: Power and battery module installation, RemotEye 5 startup, and N+X configuration. Startup requires a request form and two weeks' notice (expediting fee applies if less). All services are to be performed during Normal Business Hours Start-up does not include any rigging or installation as typically performed by a qualified electrical contractor Battery Cabinet Start up has to be performed in conjunction/concurrent with UPS Start up. Contiguous U.S. 48 United States only Prices valid for sites within 100 miles of a major metropolitan area Start up will be invoiced at time of equipment shipment Standby time can be billed at published UPS field service rates If additional specific training is required for startup, additional charges will apply	$5,598.28	35%	$3,638.88	$3,638.88
3	1.00	G9M-014-10125HW63F	Slim Maintenance Bypass Cabinet for 80 kVA G9000 UPS 3 breakers in a narrow, line up and match enclosure Includes 125A breakers, rated at 65kAIC Includes keyed interlock system with SKRU Approx. Dim: 12"W x 32.8"D x 78.7"H Approx. Weight: 275 lbs.	$17,731.62	35%	$11,525.55	$11,525.55
4	1.00	AFTERHOURSSRVC	24/7 After Hours Adder For scheduling Service outside of normal 8am - 5pm business hours, and during weekends and holidays Pertains to Startup, Preventative Maintenance, Standbys, etc. One time use only Valid for sites within 100 miles of a major metropolitan area	$3,914.59	35%	$2,544.48	$2,544.48
5	1.00	3TB2040K018EDM1FA	3000 TP Battery Solution for 40 kVA UPS Battery Per UPS: (1) Strings of (40) Enersys 12HX205 Batteries (Supplied/Installed)	$37,589.17	35%	$24,432.96	$24,432.96

			Breaker Per Cabinet: (1) 125A each with (1) Aux and (1) 24V Shunt Install Dimensions Weight: 38.0"W x 29.5"D x 78.7"H Weight: 2514 LBS 1-String Runtime: 18.5 min (1.00PF/1.67VPC/BOL) 13.8 min (1.00PF/1.67VPC/EOL)				
6	1.00	TARIFF	TARIFF	$0.00		$0.00	$0.00
7	1.00	FREIGHT - FOB DESTINATION	Freight is FOB Destination - Transfer of goods occurs once arrived at customer site Please thoroughly inspect sensitive electronic equipment and note any damage prior to signing for the shipment with the driver for claims purposes. Standard shipping terms - Dock-to-Dock delivery includes: Site must accommodate a 53' tractor trailer Palletized freight delivered to a dock-level facility on a 53' tractor trailer during regular business hours. * Unloading not included/ Ground unloading / delivery with Lift Gate not included*	$0.00		$0.00	$0.00
8	100.00	RIGGING-SUB	Rigging Transport Toshiba 3000TP UPS & Supporting Equipment along with the Eaton 9PXM UPS from Titan Power to City Hall. Remove existing Eaton 9390 UPS, bypass & Battery cabinet and Eaton 9170 after the 3phase install. Rig new Toshiba 3000TP, bypass and battery cabinet into place and Eaton 9PXM. Transport & properly dispose of Eaton 9390 UPS, Bypass & Battery Cabinet & Eaton 9170	$125.00		$125.00	$12,500.00
9	358.00	ELECMATLABOR	Electrical SOW Complete determination of existing AC input and Bypass Input 3PH 480V conductors to Eaton 9390 80KVA UPS. Remove existing UPS Battery cables Main bypass breaker, Maintenance isolation breaker, and critical load breaker. Remove existing terminal lugs and all electrical terminations from existing UPS breaker section to allow for complete removal. Assist with battery removal. Install Junction box for 480V 3PH conductors from panelboard to new UPS bypass cabinet. Re-use existing conduits and conductors. Install new conduit route from UPS to existing 45KVA stepdown transformers (1) in the electrical room and (1) in mechanical room. New UPS cabinet to have capacity and breakers for (2) transformer feeds.As soon as the 3phase UPS ins installed, we will electrically demo the Eaton 9170 and electrically install the Eaton 9XPM UPS in place	$125.00		$125.00	$44,750.00
10	110.00	ENGINEERING	Engineering SOW Engineering to update one line with 40kva UPS, load calcs, notation of future expansion to 80kva & document needed at permit submittal. Cost includes the permit for replacement of (2) UPS systems Design Phases: 50% 90% 100% Meetings: On-site Virtual / Calls Permitting: Included ***Engineered drawings will be sole property of the customer's once completed.***	$125.00		$125.00	$13,750.00
11	18.00	LOADSTUDY	Load Study Working Hours: Normal Business Hours Scope of Work: Connect Load Monitor to GG Panel to submit load calcs for engineering & permitting Study Duration: 7 days Includes: Load Study Report and Summary of Findings *Provide below information for each meter	$125.00		$125.00	$2,250.00

			Location: City Hall Room: Electrical 2nd floor Panel: GG Breaker/Circuits: 37				
12	37.00	TPIFSEONSITE	On Site TPI Technician - Contract Labor Work performed (M-F, 8:00am - 5:00pm) Labor to remove old battery from battery cabinet, palletize and remove off of site	$125.00		$125.00	$4,625.00
13	1.00	GENCON	General Conditions, Overhead & Project Management All Titan Power travel, expenses, incidentals, overhead, administration and labor associated in managing the project in a timely and efficient manner.	$0.00		$0.00	$0.00
14	1.00	SPRLABOR	Superintendent Labor Time Superintendent on-site labor for project oversight, coordination, and quality assurance. Includes supervision of work crews, adherence to project schedules, and ensuring compliance with safety and project specifications.	$0.00		$0.00	$0.00
15	1.00	9PXM12S20K-PD	Eaton 9PXM Series Single Phase Tower UPS Scalable Single Phase Online Rack/Tower UPS Preconfigured System 20kVA/18kW 120/208/240V, 50/60Hz HW in (8)5-20R, (2)L6-20R, (2)L6-30R & (2)L14-30R output receptacles 6 min runtime @ full load consists of: (1)12 Slot Cabinet (5)4kVA/3.6kW power modules (10)Battery Modules (5 strings) (1)Network-M3 web/SNMP card Dimensions: 36.5"H x 17.5"W x 34.5"D Weight: 690 lbs Now includes 7x24 factory start-up service	$53,517.92	35%	$34,786.65	$34,786.65
16	1.00	FREIGHT - FOB DESTINATION	Freight is FOB Destination - Transfer of goods occurs once arrived at customer site Please thoroughly inspect sensitive electronic equipment and note any damage prior to signing for the shipment with the driver for claims purposes. Standard shipping terms - Dock-to-Dock delivery includes: Site must accommodate a 53’ tractor trailer Palletized freight delivered to a dock-level facility on a 53’ tractor trailer during regular business hours. * Unloading not included/ Ground unloading / delivery with Lift Gate not included*	$0.00		$0.00	$0.00
17	1.00	CITYPHXCONTRACT 162950-0	Pricing per City of Phoenix Contract #4701010748 *Please send Purchase Orders to orders@titanpower.com	$0.00		$0.00	$0.00
						SUBTOTAL	$193,252.82
						SALES TAX	$8,517.17
						TOTAL COST	$201,769.99

Payment Terms:	Shipping:	Lead Time:
*Standard Billing & Payment Terms Apply	Best Way	12 weeks ARO

QUOTATION NOTES
Lead time is an estimate based on availability and subject to change. Shipping is by standard ground method, dock to dock, during normal business hours, unless otherwise stated in proposal. Returned product must be returned in new condition with original packing and authorized Return Material Authorization (RMA). Restocking fee and return shipping charged may apply. By signing customer block below and/or by submitting payment, customer agrees to Titan Power's Terms and Conditions. Sales Tax, if applicable, is not included in the proposal unless specifically indicated in the above pricing. Sales Tax, if included, is subject to change based on applicable sales tax laws.

ORDERING INSTRUCTIONS
Purchase Order(s) to be made out to: Titan Power, Inc. 7031 West Oakland Street Chandler, Arizona 85226 Purchase Orders can be sent to: Orders@titanpower.com with a copy to the below Titan Power Representative, or Titan Power's Corporate Office @ 7031 West Oakland Street, Chandler, Arizona 85226 Please reference the above Proposal # on Purchase Order(s) for efficient processing Purchase Order must include above Payment Terms and Shipping Terms Forms of payments accepted: check, all major credit cards*, government P cards*, ACH. *Payments made by credit cards are subject to a 2.8% processing fee

CUSTOMER		TITAN POWER	
Signature:		**Signature:**	*Richard Rodriguez*
Print Name:		**Print Name:**	Richard Rodriguez
Title:		**Title**	Account Executive
Date:		**Date:**	8/19/2026
Phone:		**Phone**	480-576-7828
Email:		**Email**	richardr@titanpower.com

PROJECT & CONSTRUCTION AGREEMENT

TERMS AND CONDITIONS

1. DEFINITIONS

As used in this Agreement:

(A) "TPI" or "Contractor" shall mean Titan Power, Inc.;

(B) "Customer" or "Owner" shall mean the party requesting Titan Power's services;

(C) "The Parties" or "a Party" shall mean either Customer, TPI, or both;

(D) "Project" shall mean the scope of work described in the Proposal;

(E) "Substantial Completion" shall mean the stage at which the Project, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the Customer can occupy or utilize the Project for its intended use;

(F) "Final Completion" shall mean the date on which all punchlist items have been resolved and all required closeout documentation has been delivered to Customer.

These Terms and Conditions, together with the Proposal, any executed Change Orders, and any other documents issued by TPI and referenced in the Proposal, constitute the entire agreement between TPI and Customer (collectively, the "Agreement"). No variation of these Terms and Conditions shall be effective or binding upon TPI unless made in writing and signed by an authorized representative of TPI.

2. PROPOSALS AND PRICING

(A) Proposals are valid for thirty (30) days from the date of issuance unless otherwise stated. Prices are firm for goods on order unless the shipping date extends beyond six (6) months from the date the order was placed, in which case TPI reserves the right to adjust pricing to reflect actual supplier costs. All clerical errors are subject to correction.

(B) All proposals, delivery dates, and other commitments are contingent upon the availability of materials, labor, and other resources, and are subject to causes beyond TPI's reasonable control, including but not limited to strikes, accidents, fire, material shortages, and governmental delays. Proposals are also contingent upon TPI's timely receipt of all information, access, and approvals necessary to execute the order.

(C) All sales are subject to applicable sales taxes. Sales tax, if applicable, may not be included in the Proposal unless specifically indicated. Customer is responsible for providing a valid tax exemption certificate prior to invoicing if applicable.

(D) Estimates are preliminary in nature and do not constitute a final cost commitment. Estimates represent TPI's best assessment of anticipated costs at the time of preparation; however, after work has commenced, additional parts and/or labor may be required that were not apparent during visual inspection or initial scope definition. In such cases, Customer will be contacted prior to any additional costs being incurred. If an estimate is provided in lieu of a formal Proposal, any purchase orders issued against the estimate may require amendment if actual costs exceed the estimate. If amending a purchase order is not possible, Customer should contact TPI before work proceeds.

3. ACCEPTANCE OF ORDER

Orders based on valid Proposals are subject to acceptance by an authorized representative of TPI. TPI is not obligated to execute any order that is not received in writing. Acceptance of an order by TPI may be evidenced by a written acknowledgment, commencement of work, or ordering of materials on Customer's behalf.

4. BILLING AND PAYMENT TERMS

TPI shall invoice Customer on a progress billing basis in accordance with the following schedule. The first two invoices apply to all projects. Thereafter, billing proceeds monthly based on work completed.

Mobilization / Contract Execution (15%) — Due upon execution of the Agreement and/or issuance of Notice to Proceed (NTP).

Material Procurement / Equipment Release (30%) — Due upon placement of major equipment orders or delivery of materials to the project site, whichever occurs first.

(A) Progressive Billing — Months 1 through Substantial Completion. Following the Mobilization and Material Procurement invoices, TPI shall invoice Customer monthly on or around the last business day of each calendar month for the value of work completed during that billing period, including the value of equipment shipped or delivered to the project site during that month. Monthly invoices reflect one hundred percent (100%) of the work completed during the period with no retainage withheld, unless retainage is expressly specified in the Proposal or requested by Customer and confirmed in writing by TPI prior to project commencement.

(B) Retainage (If Applicable). Where retainage is specified in the Proposal or agreed to in writing by both parties prior to project commencement, TPI shall withhold the agreed retainage percentage from each monthly progress invoice. The withheld retainage amount shall be identified as a separate line item on each applicable invoice. Accumulated retainage shall be invoiced and released in full upon resolution of all punchlist items and delivery of all required closeout documentation (as-builts, O&M manuals, warranties, lien waivers, etc.). Customer shall not withhold or further reduce the retainage release except as expressly agreed in writing by both parties.

(C) Substantial Completion. Upon Substantial Completion, TPI shall issue an invoice for all work completed and not previously billed, such that the cumulative gross amount invoiced reflects the full value of the completed scope.

(D) Final Completion / Project Closeout. Upon resolution of all punchlist items and delivery of all required closeout documentation, TPI shall issue a final invoice for any remaining balance, including accumulated retainage where applicable. If no balance remains, TPI shall issue a written closeout confirmation to Customer.

(E) Payment Terms. All invoices are due and payable within thirty (30) days of the invoice date ("Net 30"). Customer shall not withhold or offset payment against any invoice except as expressly permitted under a written Change Order or a dispute resolution process agreed to by both parties in writing.

(F) Extended Payment Terms. All invoices are due and payable within thirty (30) days of the invoice date ("Net 30"). In the event TPI agrees in writing to extend payment terms beyond Net 30, such extended terms are subject to a financing fee as follows: Net 45 — 0.75% of the invoice balance; Net 60 — 1.5% of the invoice balance; Net 75 — 2.25% of the invoice balance; Net 90 — 3.0% of the invoice balance. Payment terms beyond Net 90 will not be granted. Any extended terms not confirmed in writing by TPI prior to invoicing shall not be binding on TPI, and Net 30 shall apply as the default.

(G) New Customer Credit Review. New customers are subject to credit review and approval before payment terms are established. TPI reserves the right to require prepayment or revised payment terms pending completion of credit review.

(H) Credit Card / Purchasing Card Payments. Payments made by credit card or purchasing card are subject to a 2.8% processing fee.

(I) Late Payment. Invoices not paid within the applicable payment period shall accrue interest at the rate of one and one-half percent (1.5%) per month (18% per annum), or the maximum rate permitted by applicable law, whichever is less. TPI reserves the right to suspend work on the Project if any undisputed invoice remains unpaid for more than fifteen (15) days beyond its due date, without liability to TPI for any resulting delay.

5. CHANGE ORDERS

Any work beyond the scope of the initially accepted Proposal — whether requested by Customer, required due to unforeseen site conditions, building code changes, or changes in applicable regulations — shall be performed only after a written Change Order or Addendum has been signed by Customer and delivered to TPI. A Change Order may adjust the contract price (upward or downward), modify the project schedule, alter the quantity of materials or labor, or amend other terms of the Agreement. No verbal authorizations for additional work shall be binding on TPI. TPI reserves the right to cease additional work pending receipt of an executed Change Order.

6. WARRANTIES AND LIMITATIONS

(A) Workmanship Warranty. TPI warrants that all work performed under this Agreement will be free from defects in workmanship for a period of one (1) year from Substantial Completion or the date of occupancy, whichever occurs first. All work will be performed in accordance with applicable project drawings and specifications, the National Electrical Code (NEC), and the National Electrical Safety Code (NESC), as in effect at the time of performance. To make a warranty claim, Customer must submit written notice to TPI describing the claimed defect in sufficient detail to identify the nature and location of the problem. Such notice must be signed by an authorized Customer representative and submitted within the warranty period.

(B) Equipment Warranty. TPI acts as a reseller of manufactured equipment. Equipment supplied by TPI carries the manufacturer's warranty, the terms of which are established by and enforced directly with the manufacturer. TPI will assist Customer in submitting warranty claims to manufacturers where commercially reasonable, but TPI makes no independent warranty on manufactured equipment beyond the manufacturer's own warranty terms.

(C) Warranty Exclusions. TPI's workmanship warranty does not cover defects or damage arising from: (i) Customer modifications or unauthorized repairs; (ii) misuse, abuse, or failure to maintain equipment in accordance with manufacturer recommendations; (iii) damage caused by third parties; (iv) conditions not in existence or not reasonably discoverable at the time of installation; or (v) events covered under Section 13 (Force Majeure).

(D) Limitation of Warranty. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TPI'S LIABILITY UNDER ANY WARRANTY SHALL NOT EXCEED THE ORIGINAL CONTRACT VALUE OF THE AFFECTED WORK.

7. CUSTOMER NON-INTERFERENCE

Customer shall not attempt to direct TPI's workers or subcontractors on the job site, exclude them from the site without cause, make direct work demands of them, remove any permit from the site, or otherwise interfere with TPI's performance of the work. Customer's designated project representative may communicate scope-related questions or concerns to TPI's project manager; all on-site direction of labor shall remain exclusively with TPI. Violation of this provision may entitle TPI to suspend work and seek compensation for resulting delays or damages.

8. SITE ACCESS AND CONDITIONS

(A) Customer shall provide TPI with safe, timely, and unobstructed access to the project site and to all areas where work is to be performed. Customer shall ensure that the site is in a condition suitable for the performance of the work, including but not limited to ensuring that required power, lighting, and temporary facilities are available.

(B) Customer shall promptly notify TPI of any known or suspected site conditions that may affect TPI's performance of the work, including hazardous materials, structural limitations, or regulatory restrictions. If TPI encounters unforeseen site conditions that materially differ from those represented in the Proposal, TPI shall notify Customer in writing and the parties shall execute a Change Order reflecting any required adjustments to price or schedule.

9. CONTRACTOR'S INSURANCE

TPI shall maintain, at a minimum, the following insurance coverage throughout the term of the Project:

(A) Commercial General Liability insurance, with limits as specified in the Proposal or as required by applicable law;

(B) Workers' Compensation insurance as required by the laws of the state in which the work is performed.

TPI shall provide Customer with a Certificate of Insurance upon request, naming Owner/Customer as an Additional Insured on the General Liability policy. TPI shall endeavor to provide advance notice of any material change in or cancellation of coverage.

10. DELIVERY AND SHIPMENT OF EQUIPMENT AND MATERIALS

(A) Delivery of equipment and/or materials to a common carrier shall constitute delivery to Customer. TPI shall not be liable for damage to goods that were delivered to the carrier in good condition. TPI will assist Customer in filing a freight claim and will expedite replacement materials as commercially reasonable. All freight damage claims must be submitted to TPI in writing within ten (10) days of the date of shipment.

(B) If Customer requests a delay in shipment or delivery beyond the originally scheduled date, TPI reserves the right to invoice Customer for the value of the goods and any applicable storage fees from the original scheduled delivery date. Title to goods shall pass to Customer on the date of invoice.

(C) Any change in equipment or materials requested by Customer after an order has been placed shall require TPI's prior written approval. A restocking fee may apply to returned or exchanged items, as determined by the applicable supplier or manufacturer.

11. DEFAULT AND REMEDIES

In the event that either party fails to perform any material obligation under this Agreement, the non-defaulting party shall deliver written notice of default to the defaulting party specifying the nature of the default and requesting corrective action. If the default is not cured within ten (10) days of receipt of such notice (or such longer period as may be reasonably necessary, provided the defaulting party commences cure within ten (10) days and diligently pursues it to completion), the non-defaulting party shall be entitled to pursue all remedies available at law or in equity.

In addition to other available remedies, in the event of Customer's default, TPI shall have the right to: (i) suspend or terminate performance of the work; (ii) retain all deposits and progress payments then held; (iii) peacefully repossess all materials previously delivered to the site for which full payment has not been received; (iv) remove TPI's equipment and tools from the job site; and (v) terminate this Agreement. In the event of termination by TPI due to Customer default, all sums due for work completed and materials procured through the date of termination shall be immediately due and payable.

12. LIEN RIGHTS

TPI reserves all rights to file and enforce mechanic's liens, materialman's liens, or other statutory liens against the project property as permitted by applicable state law in the event of non-payment. Customer shall not encumber the property or take any action that would impair TPI's lien rights. Nothing in this Agreement shall be construed as a waiver of TPI's lien rights, and any purported waiver must be made in a separate written instrument signed by an authorized representative of TPI.

13. FORCE MAJEURE

If completion of the work is prevented or materially delayed due to circumstances beyond the reasonable control of either party — including but not limited to fire, explosion, flood, earthquake, hurricane, tornado, windstorm, vandalism, theft, acts of God, war, civil unrest, epidemics or pandemics, labor strikes, material shortages, or delays by any governmental agency in issuing required permits, certificates, or conducting required inspections — then the time for completion shall be extended by a period equal to the delay caused by such event.

TPI shall provide Customer with prompt written notice of any force majeure event and its anticipated impact on the project schedule. The parties shall execute a Change Order reflecting the schedule adjustment. If Customer declines to execute a Change Order reflecting a force majeure delay, TPI may, at its election, terminate this Agreement, whereupon all amounts due for work completed and materials procured as of the termination date shall be immediately due and payable.

14. LIMITATION OF LIABILITY

TPI's total liability to Customer for any and all claims arising under or related to this Agreement shall not exceed the total contract value paid by Customer to TPI under this Agreement. In no event shall TPI be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of use, loss of revenue, or cost of substitute facilities, whether arising from breach of contract, tort, or any other theory of liability, even if TPI has been advised of the possibility of such damages.

15. INDEMNIFICATION

Each party ("Indemnifying Party") shall defend, indemnify, and hold harmless the other party and its respective officers, directors, employees, and agents from and against any and all third-party claims, liabilities, losses, damages, and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from:

(A) any bodily injury, death, or damage to tangible property caused by the negligent acts, errors, omissions, or willful misconduct of the Indemnifying Party or its personnel;

(B) any violation of applicable federal, state, or local law, regulation, or governmental order by the Indemnifying Party; or

(C) any material breach of this Agreement by the Indemnifying Party.

Notwithstanding the foregoing, neither party shall be required to indemnify the other for claims arising from the other party's own negligence or willful misconduct.

16. ASSIGNMENT

Neither this Agreement nor any warranty granted hereunder may be assigned by Customer without the prior written consent of TPI. TPI may subcontract portions of the work without Customer's prior consent, provided that TPI remains responsible for the performance of all subcontracted work. Any assignment by Customer in violation of this provision shall be void.

17. DISPUTE RESOLUTION AND GOVERNING LAW

(A) In the event of a dispute arising under this Agreement, the parties agree to negotiate in good faith to resolve the matter before initiating formal proceedings. Either party may initiate negotiations by delivering written notice to the other; negotiations shall commence within seven (7) business days of receipt of such notice.

(B) This Agreement shall be governed by the laws of the state in which the work is performed. Venue for any legal action, other than a lien foreclosure proceeding, shall lie, at TPI's option, in TPI's home county. The parties hereby waive the right to a jury trial in any litigation arising under this Agreement. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs.

18. SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid, or unenforceable under applicable law, such provision shall be deemed modified to the minimum extent necessary to make it enforceable, or severed if it cannot be so modified. The remaining provisions of this Agreement shall continue in full force and effect.

19. ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement, including the Proposal and any executed Change Orders, constitutes the entire agreement between the parties with respect to the Project and supersedes all prior negotiations, representations, warranties, or agreements, whether oral or written. No modification or amendment to this Agreement shall be binding unless made in writing and executed by authorized representatives of both parties in the form of a Change Order or written amendment. No course of dealing or prior practice shall be used to modify the terms of this Agreement.