#### **AGREEMENT**

**THIS AGREEMENT** (the "Agreement") is entered this 19 day of June, 2023 ("Effective Date"), by and between the **City of Doral**, Florida, a Florida municipal corporation whose address and principal place of business is 8401 NW 53<sup>rd</sup> Terrace, Doral, Florida 33166, (the "City"), and **AVI-SPL, LLC**, an active, for-profit Florida corporation whose address and principal place of business is 6301 Benjamin Road, Suite 101, Tampa, Florida 33634 (the "Contractor"). The City and Contractor may be individually referred to as a "Party" or collectively referred to as the "Parties."

#### **RECITALS**

WHEREAS, the City of Doral (the "City") solicited a proposal from Contractor utilizing TIPS Contract #200904, for the purchase and installation of audio-visual (AV) systems hardware and implementation for Doral Central Park (the "Work"); and

WHEREAS, the Contractor submitted a proposal for the Project, which is attached hereto as Exhibit "A", and incorporated herein by reference ("Contractor's Proposal"); and

WHEREAS, the City desires to engage the Contractor, and the Contractor desires, to complete the Project as specified herein.

**NOW THEREFORE,** in consideration of the promises and the mutual covenants herein named, the parties agree as follows:

# ARTICLE I THE CONTRACT AND THE CONTRACT DOCUMENTS

# 1.1 The Contract

1.1.1 The Contract between the City and the Contractor, of which this Contract is a part, consists of the Contract Documents. It shall be effective on the date this Contract is executed by the last party to execute it.

# 1.2 The Contract Documents

- 1.2.1 The documents set forth below are hereinafter collectively referred to as the "Contract Documents", which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, and by this reference shall become a part of the Agreement as though physically attached as a part thereof:
  - (a) Amendments/Change Orders;
  - (b) Agreement;
  - (c) Contractor's Proposal which is incorporated herein as Exhibit "A";
  - (d) Project Scheduled which is incorporated herein as Exhibit "B";
  - (e) The insurance requirements set forth and incorporated herein as Exhibit "C";
  - (f) E-Verify Affidavit which is incorporated herein as Exhibit "D"; and
  - (g) All other exhibits to this Agreement.

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Contract.

# 1.3 Entire Agreement

1.3.1 This Contract, together with the Contract Documents, constitute the entire and exclusive agreement between the City and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the City and the Contractor.

# 1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create privity or any other contractual agreement between the City and any person or entity other than the Contractor.

# 1.5 <u>Intent and Interpretation</u>

- 1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price. As used herein, the term "project" shall be inclusive of any Work.
- 1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- 1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".
- 1.5.5 The word "allowance" as used in this Contract shall mean the amount budgeted for an item and shall not be interpreted or construed as an agreement by the City to pay the budgeted amount. Any amounts to be paid for those items identified as an allowance shall only be issued with the prior written approval of the City. It is further understood by the Contractor that the allowance is inclusive of overhead.
- 1.5.6 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
- 1.5.7 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.5.8 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, and shall give written notice to the City of any inconsistency, ambiguity, error or omission which the Contractor may discover with

respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the City, the City's Representative, or the City's Consultant Architect of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The City has requested the City's Consultant Architect to only prepare documents for the Project, including the Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE CITY REPRESENTATION WARRANTY MAKES NO OR OF ANY WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been or are hereby made. The Contractor further acknowledges and represents that it has made a thorough and careful examination and inspection of existing surface conditions on the Project site, and the Contractor expressly acknowledges and agrees that it shall make no claim for additional compensation due to existing site conditions including, but not limited to, rock, surface and subsurface water, existing structures, and deficient soil, provided said conditions could be determined or ascertained from a thorough and careful examination and inspection of the site.

#### 1.5.9 Reserved.

- 1.5.10 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.
- 1.5.11 Whenever the word "days" is used, it shall mean calendar days and not working days unless otherwise specified.

# 1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the City unless the City has agreed otherwise with the City's Representative and/or City Consultant Architect. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

# 1.7 Public Records Law

1.7.1 The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the

cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730, CITYCLERK@CITYOFDORAL.COM, 8401 NW 53RD TERRACE, DORAL, FLORIDA 33166.

# 1.8 Compliance with Laws

1.8.1 Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act (ADA), 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

#### 1.8.2 ADA Compliance

Upon request, Contractor will provide the City with any accessibility testing results and written documentation verifying accessibility for documents delivered by the Contractor to the City, as well as promptly respond to and resolve accessibility complaints.

# 1.9 Electronic Recordkeeping

1.9.1 Contractor certifies its services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

# ARTICLE II THE WORK

- 2.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project, furnishing of any required insurance, and the provision or furnishing of labor, administration, management, supervision, testing, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, maintenance of traffic, permits and licenses required of the Contractor, including all items listed above and all appurtenant work, complete, tested and ready for operation, including fuel, heat, light, cooling and all other utilities, including temporary utilities and facilities as required by this Contract. The Work to be performed by the Contractor is specifically described in Contractor's Proposal attached hereto as Exhibit "A".
- 2.2 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract as specifically set forth in the Contract Documents. The Contractor agrees to comply with the City of Doral permitting requirements.
- Unless expressly permitted or allowed by the Contract Documents, substitutions of materials, articles, systems, equipment, or other components of the Work will not be considered. Where substitutions are expressly permitted or allowed by the Contract Documents, the Contractor must demonstrate to both the City and the City's Representative that a proposed substitution is equal in substance, quality and function to the material, article, or piece of equipment identified in the Contract Documents. The City shall have no obligation to accept a proposed substitution and no substitution shall be allowed without the prior written approval from both the City's Representative and the City. If the substitution results in a savings to the Contractor, the City shall be entitled to a credit for the amount saved as a result of the substitution.

# ARTICLE III CONTRACT TERM AND TIME

# 3.1 <u>Contract Term</u>

3.1.1 The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the Project is fully and finally completed to the satisfaction of the City (the "Contract Term").

# 3.2 Contract Time and Project Schedule

- 3.2.1 Within 60 days of the Effective Date of this Agreement, the Consultant shall provide a Project Schedule which shall become Exhibit "B" to this Agreement. The Consultant shall perform its services expeditiously in accordance with the time frames set forth in the "Project Schedule" set forth in Exhibit "3".
- 3.2.2 The City shall notify the Contractor in writing of the date on which the Work shall begin ("the Notice to Proceed Date"). The Contractor shall commence site activities on the Notice to Proceed Date, and the Work shall be carried on regularly and without interruption.

### 3.3 Notice to Proceed

- 3.3.1 Once a Notice to Proceed has been issued, the Contractor shall be responsible for the timely and successful completion of the Work and shall endeavor to provide all applicable agencies having jurisdiction with all the required documentation needed to successfully and timely continue the progress of the Work. This may include, but is not limited to providing all necessary documentation in the form of shop drawings, clarifications, calculations, technical data, protocols, product approvals, etc.
- 3.3.2 Under no circumstances will the City accept claims or be responsible for delays arising from failed, unsuccessful, untimely or late inspections or rejections of inspected Work due to the fault of the Contractor for not supplying all of the necessary documentation in the forms required or requested by the City, the City's Representative, or the City's Consultant Architect.

#### 3.4 Time is of the Essence

- 3.4.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.
- 3.5 The Terms of Sections 1.8, 7.15, and 7.5 entitled "Compliance with Laws", "Indemnity" and "Warranty", respectively, shall survive the expiration or termination of this Agreement.

# ARTICLE IV CONTRACT PRICE

# 4.1 The Contract Price

4.1.1 The City shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed sum of \$2,715,632.53. The fixed sum set forth in this Paragraph 4.1.1 shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract.

# ARTICLE V PAYMENT OF THE CONTRACT PRICE

# 5.1 Schedule of Values

5.1.1 The Contractor's Proposal contains a Schedule of Values allocating the Contract Price to the various portions of the Work. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by the City's Representative and the City.

# 5.2 Payment Procedure

- 5.2.1 The City shall pay the Contract Price to the Contractor as provided below.
- 5.2.2 <u>Progress Payments</u>. Payment to the Contractor of the sum set forth in Section 4.1 shall be as set forth below, and allocated as follows:

	50% Deposit of Equipment Costs upon Contract	
Equipment	Execution	\$836,163.33
	Remaining 50% of Equipment Costs shall be invoiced and paid	
	based upon equipment actually delivered and accepted by the City	
	on a monthly basis	\$836,163.33
Services	20% Deposit upon Contract Execution	\$208,661.17
	70% upon substantial completion of each space per the 70% values	
	set forth in Exhibit E	\$730,314.11
	10% Retainage – Due upon completion of all work	\$104,330.50

Upon receipt of equipment/materials, Contractor shall deliver them to the location specified by the City at which point risk of loss by theft, water, fire, etc is the responsibility of the City. Contractor shall remain responsible for out of box failures and warranty.

5.2.3 Payment for stored materials and equipment shall be contingent upon the Contractor's proof satisfactory to the City, that the City has title to such materials and equipment and shall include proof of required insurance sufficient to protect the City from any loss should the materials and equipment be lost, stolen or otherwise destroyed or damaged.

A Payment Request by the Contractor shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the City's Representative will review the Payment Request and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Payment Request and is as required by this Contract. The City, in its sole discretion, may review the Work and the Payment Request prior to any certification by the City's Representative and the Contractor to meet and confer with the City with respect to said Payment Request prior to any certification of same. The City's Representative shall determine and certify to the City the amount properly owing to the Contractor. The City shall make partial payments on account of the Contract Price to the Contractor within twenty-five (25) days following the receipt of the City's Representative's approval of each Payment Request.

The amount of each partial payment shall be the amount certified for payment by the City's Representative less such amounts, if any, otherwise owing by the Contractor to the City or which the City shall have the right to withhold as authorized by this Contract. The City's Representative's certification of the Contractor's Payment Request shall not preclude the City from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

5.2.4 The Contractor warrants that title to all Work covered by a Payment Request will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of a Payment Request, all Work for which payments have been

received from the City shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

- 5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. Submission of lien releases from subcontractors is a prerequisite for release of payment to Contractor per Paragraph 5.2.3.
- 5.2.6 No progress payment, nor any use or occupancy of the Project by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

# 5.3 Withheld Payment

- 5.3.1 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:
  - (a) defective Work not remedied by the Contractor nor, in the opinion of the City, likely to be remedied by the Contractor;
  - (b) claims of third parties against the City or the City's property, unless the surety provides the City a written consent regarding the payment(s) in question;
  - (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion. The City may ask the surety for a written consent regarding the payment(s) in question. However, notwithstanding the foregoing, and provisions of Section 255.05 (11), Florida Statutes, the parties hereby agree that the City may condition its payment to the Contractor on the production of a release, waiver, or like documentation from a Subcontractor or others demonstrating that the Subcontractor or others do not have an outstanding claim for payments due on labor, services or materials furnished under the Contract. In the event the City requires such documentation, the provisions of the Local Government Prompt Payment Act (Sections 218.70 through 218.79) shall be suspended until such time as the City obtains the requested documentation;
  - (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
  - (e) evidence that the Work will not be completed in the time required for final completion;
  - (f) persistent failure to carry out the Work in accordance with the Contract;
  - (g) damage to the City or a third party to whom the City is, or may be liable;
  - (h) failure to comply with 5.2.3 of this section.

In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this Subparagraph 5.3.1, the Contractor shall comply with such demand within ten (10) days of receipt of same.

# 5.4 Completion and Final Payment

- When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the City and the City's Representative thereof in writing. Thereupon, the City's Representative will make final inspection of the Work and, if the Work is complete in full accordance with the Contract Documents and this Contract has been fully performed, the City's Representative will promptly issue a final Certificate for Payment certifying to the City that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the City's Representative is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the City from the Contractor's final payment.
- 5.4.2 As a condition precedent to final payment to the Contractor, the Contractor shall deliver to the City the following documents in a form acceptable to the City:
  - a) Project Record Documents including As-built Drawings and Specifications, Addenda, Construction Schedule, Change Orders and other modifications of the Contract, Approved Shop Drawings, Product Data and Samples, and Field Test records.
  - b) Operating and Maintenance Instructions: Submit instructions and/or manuals for operating equipment and systems as prepared in accordance with the requirements of the applicable equipment specifications sections.
  - c) Warranties: As applicable and in accordance with the requirements of the individual sections of the specifications.
  - d) Affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied.
  - e) Releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the City's Representative or the City.
  - f) Consent of surety to final payment.
  - g) A duly executed assignment of any and all warranties required by the Contract Documents.
  - h) Any and all operating manuals required by the Contract Documents.
  - i) Any and all manuals relating to Project materials or Project maintenance.
  - j) Executed change orders relating to any and all changes in the Work.
  - k) Any and all as-built drawings required by the Contract Documents.

If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

5.4.3 As a further condition precedent to final payment, the Contractor shall furnish to the City a complete and comprehensive set of as-built drawings; said as-built drawings are to be submitted in hard copy and in electronic format, and the City and the Contractor agree and acknowledge that the Contract Price includes all cost and expense associated with the production of said as-built drawings.

- 5.4.4 The City shall make final payment of all sums due the Contractor within twenty-five (25) days of the City's Representative's execution of a final Certificate for Payment.
- 5.4.5. Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

# ARTICLE VI THE CITY

# 6.1 <u>Information. Services and Items Required from City</u>

- 6.1.1 <u>The "City"</u> The City of Doral, as represented by the City Commission and its designees, which is the owner of this Project.
- 6.1.2 The City shall furnish to the Contractor, prior to execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose.

By furnishing such material, the City does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. The City shall also furnish surveys, legal limitations and utility locations (if known), and a legal description, if available, of the Project site.

- 6.1.3 The Contractor is responsible for compliance with, and shall secure at its expense, all municipal review, construction, and inspection permits.
- 6.1.4 The City shall furnish the Contractor, free of charge, two (2) copies of the Contract Documents for execution of the Work. The Contractor will be charged, and shall pay the City FIFTY Dollars (\$50.00) per additional set of Contract Documents which it may require.

# 6.2 <u>City's Right to Stop Work</u>

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the City shall have the right, but not an obligation, to order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall immediately obey such order. A stop work directive provided under this paragraph shall not entitle the Contractor to an extension of the completion date nor any financial compensation resulting from expenses due to delays caused by this Stop Work directive.

#### 6.3 City's Right to Perform Work

6.3.1 If the Contractor's Work is stopped by the City under Paragraph 6.2, or if the Contractor persistently fails or refuses to perform the Work in accordance with this

Contract, and the Contractor fails within three (3) business days of such stoppage, failure, or refusal, to provide adequate assurance to the City that the cause of such stoppage will be eliminated or corrected, then the City may, without prejudice to any other rights or remedies the City may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the City's Representative's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the City, the Contractor shall pay the difference to the City.

# 6.4 <u>Inspections</u>

- 6.4.1 No inspector shall have authority to waive any requirements of the Contract Documents. Any failure or omission on the part of any inspector, the Engineer/Architect or any agent of the City, to condemn any defective work or material shall not release the Contractor from its obligations to install the Work free from faults and defects and to promptly remove and repair any defective or deficient work. The Contractor hereby acknowledges and agrees that no inspector shall have authority to:
  - (a) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;
  - (b) Undertake any of the responsibilities of the Contractor, subcontractors or Contractor's superintendent;
  - (c) Expedite the Work for the Contractor;
  - (d) Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;
  - (e) Advise on or issue directions as to safety precautions and programs in connection with the Work. Provided however, this shall not preclude the City inspector from notifying the Contractor of any hazardous or dangerous condition;
  - (f) Participate in specialized field or laboratory tests.

# 6.5 Coordination and Scheduling of Work

6.5.1 The Contractor shall cooperate with the City and any separate contractors retained by the City, and the Contractor shall carefully coordinate and schedule the Work as may be required to accommodate without delay or interference the Work of the City or any of its separate contractors.

### 6.6 Contractor Responsible for Delays

6.6.1 The Contractor shall be responsible for any damages caused to the City as a result of any delays caused by the Contractor.

# ARTICLE VII THE CONTRACTOR

- 7.1 The Contractor shall perform no part of the Work, including ordering of material, at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the City's Representative, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.
- 7.3 The Contractor shall perform the Work strictly in accordance with the Contract Documents. The Contractor shall also be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

# 7.4 Contractor's Professional Standard

- 7.4.1 City's engagement of the Contractor is based upon the Contractor's representations to the City that:
  - (a) Contractor has carefully reviewed all Contract Documents prior to signing the Contract.
  - (b) Contractor is an organization experienced in, and qualified, willing and able to provide construction of the nature and type necessary to perform the Work;
  - (c) Contractor is authorized and licensed to do business in the State of Florida, Miami-Dade County and the City of Doral; and
  - (d) Contractor shall furnish labor, material, equipment and services (i) which expeditiously, economically, and properly complete the Work in the manner most consistent with the City's interests and objectives, (ii) in accordance with the Contract Documents, and (iii) in accordance with the highest standards currently practiced by persons and entities performing comparable labor, material, equipment and services on projects of similar size and complexity.
  - (e) Contractor certifies that the sum of the Contract Price as set forth in Paragraph 4.1 is adequate to fully execute the Work as defined by the Contract Documents.
- 7.4.2. The Contractor shall administer, manage, supervise and direct the Work using Contractor's best skill, effort and attention. The Contractor shall be responsible to the City for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

# 7.5 Warranty

7.5.1 The Contractor warrants to the City that all persons performing labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only implied warranty of fitness, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good and uniform quality, free from faults and defects and in strict conformance with this Contract for a period of 90 days from the date of Final Completion and acceptance by the City unless a longer warranty period is a requirement of the drawings and/or specification for either individual elements of the project or the entire project. All Work not conforming to these requirements may be considered defective.

- 7.5.2 Any warranty required or received from a Subcontractor, manufacturer, or supplier is herein assigned by the Contractor to the City effective immediately upon issuance of the fully executed Certificate of Completion. Furthermore, the Contractor agrees to supply to the City the originals of all such warranties where same are in writing, and further agrees to execute, if requested by the City, separate assignments of warranty on a form furnished by the City.
- 7.6 In the event permits are required, the Contractor shall obtain, and the City shall pay for, all permits, fees and licenses necessary and ordinary for the Work except as otherwise provided in this Contract.

The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

# 7.7 Supervision

- 7.7.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the City or the City's Representative.
- 7.7.2 Key administrative, managerial and supervisory personnel assigned by the Contractor to this Project are as follows:

Name	Function Properties of the Inc.
Zoran Visnjic	Account Manager

The Contractor shall furnish to the City complete resumes of each of the individuals named above. So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the City agrees to the contrary in writing or unless the City requests the removal of any such individual from the Project. In the event the City requests the removal of any of the individuals named above, the Contractor shall immediately comply and shall immediately replace such individual with a qualified substitute to whom the City makes no objection. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.7.2 as though such individuals had been listed above.

- 7.8 Prior to the commencement of any construction activity, the Contractor shall provide to the City the layout and work area parameters for the Work.
- 7.9 Reserved.
- 7.10 The Contractor shall continuously maintain at the site, in an orderly fashion and format acceptable to the City, for the benefit of the City and the City's Representative one record copy of this Contract and all Contract Documents marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the City and the City's Representative the approved Shop Drawings, Product Data, Samples, As-Builds and other similar required submittals.

Upon final completion of the Work, all of these record documents shall be delivered to the City.

No less than bi-weekly, the Contractor shall conduct a Project meeting which 7.10.1 shall include the Contractor's administrative, managerial and supervisory personnel and representatives of each subcontractor working on the Project site. The meeting shall address, but shall not be limited to, the current status of the Work, including the current Project schedule and the existence of any defective or deficient work as well as the appropriate action required to correct or replace such work. The City and the City's Representative shall have the right, but not the duty, to attend such weekly meetings. The Contractor shall maintain detailed minutes of each such weekly meetings and shall distribute typewritten copies of such minutes to the City and the City's Representative no later than the close of the next workday following completion of such meeting. The Contractor shall further require its Project Manager to maintain a daily job diary which shall include for each work day the daily weather conditions, the identity of each subcontractor working on the site, the manpower of each subcontractor working on the site, the identity of all visitors to the Project site, documentary progress photographs, and any and all other information reflecting any delays, hindrances, interferences, or other problems encountered or incurred on the Project site. Each week the Contractor shall furnish to the City and the City's Representative on a weekly basis full and complete copies of said daily job diary.

# 7.11 Shop Drawings, Product Data and Samples

- 7.11.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.
- 7.11.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittals have been approved by the City's Representative. Approval by the City's Representative, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.
- The Contractor shall maintain a log of all Shop Drawings, Product Data and Samples submitted to the City's Representative and the City including, but not limited to, identification of the item of work according to appropriate specification section; date of receipt from appropriate subcontractor or supplier; date of review by the Contractor; date of submission to the City's Representative date of return from the City's Representative date of return to the subcontractor or supplier; status of review by the City's Representative and any required re-submittal information. A true and correct copy of this log shall be submitted with each Payment Request and receipt of same by the City's Representative shall be a condition precedent for approval of the Payment Request.

# 7.12 Cleaning the Site and the Project

7.12.1 The Contractor shall keep the site clean during performance of the Work, shall remove debris, trash and garbage from the Site daily and allow no accumulation of debris, garbage or trash on the Site. Upon Final Completion of the

Work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property therefrom.

# 7.13 Access to Work

7.13.1 The City, the City's Representative shall have access to the Work at all times from commencement of the Work through Final Completion. The Contractor shall take whatever steps necessary to provide access when requested.

# 7.14 <u>Safety</u>

7.14.1 The Contractor shall take all reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to, its employees on the Work and all other persons who may be affected thereby; the Work and materials and equipment to be incorporated therein; and all other property at the site or adjacent thereto including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss, and shall give all notices required by same.

# 7.15 Indemnity

7.15.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Contract. This indemnification shall survive the term of this Contract.

# 7.16 Reserved.

# ARTICLE VIII CONTRACT ADMINISTRATION

# 8.1 <u>City's Consultant Architect</u>

8.1.1 The City's Consultant Architect for this project is Bermello Ajamil & Partners, Inc., address 4711 S Le Jeune Rd, Coral Gables, FL 33146, phone number (305) 859-2050.In the event the City should find it necessary or convenient to replace the Consultant Architect the City shall retain a replacement Consultant Architect and the status of the replacement Architect shall be that of the former Architect.

# 8.2 City's Representative

8.2.1 The City's Representative, unless otherwise directed by the City in writing, will perform those duties and discharge those responsibilities allocated to the Engineer or Architect as set forth in the Contract Documents and this Contract. The City's Representative shall be the City's representative from the effective date of this Contract until

final payment has been made. The City's Representative shall be authorized to act on behalf of the City only to the extent provided in this Contract.

- 8.2.2 The Contractor and the City's Consultant Architect shall communicate with each other in the first instance through the City's Representative. The City's designated representative for the receipt of any such communications, or copies of same, is Sergio Fernandez, whose address is c/o City of Doral, 8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166, phone number 305-593-6725, Ext. 1730 and email sergio.fernandez@cityofdoral.com. The City reserves the right to change its designated representative upon written notice to the Contractor and City's Representative.
- 8.2.3 The City's Consultant Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance there under by the Contractor. The Consultant Architect, through the City's Representative, shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.
- 8.2.4 The City's Representative will review the Contractor's Payment Requests and will certify to the City for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.
- 8.2.5 The City's Representative shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the City's Representative deems it necessary or advisable, the City's Representative shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements. In the event additional inspections or testing are required pursuant to this paragraph 8.2.5, the costs for all additional inspections or testing shall be the responsibility for the Contractor.
- 8.2.6 The City's Representative will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the Contract Documents.
- 8.2.7 The City's Representative will prepare Change Orders and may authorize minor changes in the Work upon approval from the City by Field Order as provided elsewhere herein.
- 8.2.8 The City's Representative shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to the City for the City's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.
- 8.2.9 The Contractor agrees, acknowledges, and warrants that it has no third party beneficiary rights, or other rights, arising out of any contract by and between the City, the City's Representative, and/or the City's Consultant Architect and, in the event of any conflict between the terms and provisions of the contract by and between the City and the City's Representative, and/or the City's Consultant and this Contract, the terms of this Contract shall control with respect to the Contractor.

8.2.10 If the Contractor fails any inspection which requires a re-inspection by the City's Representative or any of its consultants, the Contractor shall bear the cost of such repeat inspection(s) which cost may be deducted by the City from any sums otherwise due the Contractor.

# 8.3 <u>Claims by the Contractor</u>

8.3.1 Except as prohibited in Paragraph 8.3.5.1 herein below, all Contractor claims shall be initiated by written notice and claim to the City and the City's Representative, as applicable.

Such written notice and claim must be furnished within three (3) days after occurrence of the event, or the first appearance of the condition giving rise to the claim.

- 8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.3 shall be reflected by a Change Order executed by the City, the City's Representative and the Contractor.
- 8.3.3 Claims for Concealed and Unknown Conditions -- Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within three (3) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City and the City's Representative written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 8.3.4 Claims for Additional Costs Except as prohibited in Paragraph 8.3.5 herein below, if the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City's Representative and the City written notice of such claim within three (3) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice must be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
- 8.3.4.1 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's cost shall be strictly limited to direct costs incurred by the Contractor. Direct costs do not include the Contractor's home office overhead, loss of efficiency, consequential damages of the Contractor, or equipment costs in excess of actual equipment rental paid by the Contractor to a third party. The City shall not be liable to the Contractor for claims of third parties,

including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

- 8.3.5 Claims for Additional Time—If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond the Contractor's control, then the date for achieving Final Completion of the Work shall be extended upon the written notice and claim of the Contractor to the City and the City's Representative for such reasonable time as the City's Representative and the City may determine. Claims for delay can only be submitted for consideration in the event they have a direct, documentable impact on the Critical Path of the project as evidenced on the (CPM) schedule. Concurrent delay events impacting the schedule will only be considered as a single impact and cannot be extended linearly. Any notice and claim for an extension of time by the Contractor shall be made not more than three (3) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. Said claim shall specifically include, among other things, an adjusted critical path (CPM) schedule reflecting precisely the delay and its claimed impact upon the Contractor's future performance. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time If the Contractor fails to make such claim as required in this shall be necessary. Subparagraph, any claim for an extension of time shall be waived.
- 8.3.5.1 In no event, and under no circumstances, shall the Contract Price be increased for, nor shall the Contractor claim, recover, or receive payment for, any cost, expense, damages, or compensation of any kind by reason of any delay to the Project, whether critical or non-critical, and whether caused in whole or in part by the City. The Contractor shall not be entitled to any direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever, whether such delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

It is further agreed that such direct costs do include the Contractor's home office overhead, loss of efficiency, consequential damages, or equipment costs in excess of actual equipment rental paid by the Contractor to a third party. The Contractor's sole and exclusive remedy for delay, hindrance, and disruption shall be an extension of the Contract Time provided a claim for same is made and is allowable pursuant to the provisions of Paragraph 8.3.5 hereinabove.

# 8.4 Field Orders

8.4.1 The City's Representative after first obtaining approval from the City, shall have authority to order minor changes in the Work not involving, a change in the Contract Price or in - Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

# ARTICLE IX SUBCONTRACTORS

# 9.1 Definition

9.1.1 A Subcontractor is an entity that has a direct contract with the Contractor to perform a portion of the Work.

# 9.2 <u>Award of Subcontracts</u>

- 9.2.1 Upon execution of the Contract, or as may be required by the Instructions to Bidders, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.
- 9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the City against the Contractor herein, including those rights afforded to the City by Subparagraph 12.2.1 below.

# ARTICLE X CHANGES IN THE WORK

# 10.1 Changes Permitted

- 10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order, Construction Change Directive or by Field Order.
- 10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

# 10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the City and the City's Representative issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

# 10.3 Changes in the Contract Price

10.3.1. Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the City and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the City and the Contractor, then, as provided in Subparagraph 10.3.2 below.

- 10.3.2 The Contractor shall be bound by the following conditions and procedures governing additional work under the Contract.
- 10.3.2.1 Any change order must be recommended by the City's representative and approved by the City before any steps are taken to implement the change order.
- 10.3.2.2 Should the Contractor commence work without making a claim in writing for unforeseen extra work encountered, it will be construed as an acceptance and agreement that such work is required under the Contract and no further claim for such extras will be considered or allowed by the City.
- 10.3.2.3 Changes in the Work directed by the City's Representative shall become part of the Contract only by written change order.
- 10.3.2.4 Information regarding changes in the Work for additional work, credits and adjustments under the Contract shall be promptly transmitted in writing by the Contractor to the City's Representative with full explanations and justifications for consideration in preparing a change order to the Contract.
- 10.3.2.5 Contractor shall allow twenty-one (21) calendar days for the City's Representative to review and respond to the City on Contractor submitted Requests for Change Order pricing and Contractor submitted pricing for City initiated proposal requests. This review time is only for correctly submitting pricing. Submitted pricing found not to be in correct format, or containing pricing that relates to Work clearly not part of the change, or contains Sub-Contractor pricing not in the correct format, or contains Sub-Contractor pricing that relates to Work clearly not part of the change, will not be reviewed and returned to the Contractor for proper submission and as such, no Contractor claims for delay will be accepted as a result of extended response time due to improper pricing submission.
- 10.3.2.6 The City's Representative will review properly submitted Contractor pricing and compare submitted pricing with published pricing data contained in the Building Cost Data, Mechanical Cost Data and Electrical Cost Data, latest edition, as published by R.S. Means Company, Inc. Contractor submitted pricing found to be in excess of five (5%) percent above the stated published pricing will not be accepted and as such, no Contractor claims for delay will be accepted as a result of extended response time due to excessive pricing submittal by the Contractor.
- 10.3.3 The value of any change ordered under the Contract for extra work or any reductions in work required, shall be determined under one or more of the following procedures before a written change order is issued.
- 10.3.3.1 By Unit Price named in the contract or subsequently agreed upon by the City and the Contractor, which prices shall include Contractor's overhead and profit.
- 10.3.3.2 By Lump Sum Price agreed upon by the City and the Contractor, which price shall include overhead and profit. A breakdown of the estimated costs comprising the lump sum price may be required by the City's Representative for review. Percentage for overhead and profit shall be determined in accordance with the method listed described under Overhead and Profit below.

10.3.3.3 By a Cost Plus Price on total actual costs, plus an added percentage, all determined as described under Overhead and Profit below.

#### 10.3.3.4 Overhead and Profit

- (a) Subcontractor's overhead, including supervision and the furnishing, use and maintenance of small tools and ordinary equipment incidental to and required for the Work shall be just and fully compensated for by adding an amount equal to FIVE PERCENT (5%) of the sum of material and labor costs as defined under Subcontractor's profit below, but excluding documented equipment rental costs.
- (b) Subcontractor's profit may then be added to the above material costs and labor costs including the Overhead allowance at the rate of SEVEN PERCENT (7%) of the sum of those costs, excluding equipment rental costs.
- (c) Contractor's overhead, including general supervision and the furnishing, use and maintenance of small tools incidental to and required for the Work accomplished by its own direct labor shall be considered to be just and fully compensated for by adding an amount equal to FIVE PERCENT (5%) of the sum of material and labor costs as defined under Material costs and Labor costs below, but excluding equipment rental costs and bond allowance.
- (d) Contractor's overhead, including general supervision and the furnishing, use and maintenance of small tools and equipment incidental to and required for the Work accomplished by subcontractors shall be considered to be just and fully compensated for by adding an amount equal to FIVE PERCENT (5%) of the sum of material and labor costs as defined under Material costs and Labor costs below, but excluding equipment rental costs and bond allowance.
- (e) <u>Contractor's profit</u> may then be added into the above material costs and labor costs, including the Overhead allowance at the rate of SEVEN PERCENT (7%) of the sum of those costs, excluding equipment rental costs.

#### 10.3.3.5 Reserved.

- 10.3.3.6 Material costs actually recorded by the Contractor and the subcontractor as materials are delivered to the site and, as evidenced from originally receipted invoices, listing appropriate quantities and unit prices. Records in proper form shall be maintained and made available to the City's Representative and the City at all times.
- 10.3.3.7 <u>Labor Costs</u> represented by the actual wages paid to all laborers, apprentices, journeymen, and foremen involved in and necessary to completing the particular construction operations, for each day and every hour such labor teams and foremen are actually employed on the extra work required, including the net cost of insurance, social security and Workmen's Compensation. Records in proper form shall be maintained and be made available to the Engineer/Architect and the City at all times.

### Minor Changes

10.4.1 The City's Representative, after first obtaining express written approval from the City, shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the City and the Contractor. The Contractor shall promptly carry out such written Field Orders.

# 10.5 Effect of Executed Change Order

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

# 10.6 <u>Emergency Change Orders</u>

10.6.1 In an emergency that presents immediate danger to person or property, the City's designated representative may order a change in the Work that shall be documented within three (3) days from the inception of said emergency in accordance with the change order requirements of Article X of this Contract.

# ARTICLE XI UNCOVERING AND CORRECTING WORK

#### 11.1 Uncovering Work

- 11.1.1 If any of the Work is covered contrary to the City's Representative's request or to any provisions of this Contract, it shall, if required by the City's Representative or the City, be uncovered for the City's Representative inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.
- 11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the City's Representative or the City, be uncovered for the inspection of the City's Representative or the City. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the City. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

# 11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the City's Representative or the City as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the City for the City's Representative services and expenses made necessary thereby.

- 11.2.2 If within ninety (90) days after Final Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the City. This obligation shall survive final payment by the City and termination of this Contract. With respect to Work completed after Final Completion, this ninety (90) day obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Final Completion and acceptance of the subject Work by the City and the City's Representative. Should any Work be deemed defective or not in accordance with the Contract, and the Contractor fails to correct it as provided by this paragraph 11.2.2, the City will consider the Contractor in default, which may affect the Contractor's eligibility for future contracts. All equipment/product warranties shall pass through to the City. These warranties range from one to three years and are treated as "depot" warranty upon expiration of the ninety (90) day Contractor warranty. After said expiration, the City is responsible for any costs for deinstallation, shipping to the manufacturer and reinstallation on any defective equipment/product.
- 11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one-year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

# 11.3 The City May Accept Defective or Non-conforming Work

11.3.1 If the City chooses to accept defective or non-conforming Work, the City may do so. In such event, the Contract Price shall be reduced by the greater of: (a) the reasonable cost of removing and correcting the defective or non-conforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or non-conforming Work.

If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or non-conforming Work, the Contractor shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or non-conforming Work.

# ARTICLE XII CONTRACT TERMINATION

# 12.1 <u>Termination by the Contractor</u>

12.1.1 If the City shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the City's Representative and the City. In such event, the Contractor shall be entitled to recover from the City as though the City had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

# 12.2 Termination by the City

#### 12.2.1 For Convenience

- 12.2.1.1 The City may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when termination becomes effective.
- 12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the City or its designee.
- 12.2.1.3 The Contractor shall transfer title and deliver to the City such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.
- 12.1.1.4 In the event of termination by the City, the Contractor shall be paid for all Work accepted by the City Manager up to and through the date of termination plus reimbursement at cost for any third party cancellation\restocking fees incurred..

# 12.2.2 For Cause

- 12.2.2.1 If the Contractor refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, administrative, managerial and supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.
- 12.2.2.2 If the costs of finishing Work exceed the unpaid balance of the Contract Price, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.
- 12.2.2.3 In the event the employment of the Contractor is terminated by the City for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

# ARTICLE XIII INSURANCE

13.1 Contractor agrees, at its sole expense, to maintain on a primary, non-contributory basis during the life of this Contract, or the performance of work under this Project, insurance coverages, limits, and endorsements as required in Exhibit "C". The Contractor agrees the insurance requirements herein as well as City's review or acknowledgement, is not intended to

and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, other insurance required or maintained by Contractor. All insurance policies required by this Contract shall be issued by an insurance company, acceptable to the City and authorized to do business in the State of Florida with an A.M.. Best rating of B+ or better.

# ARTICLE XIV MISCELLANEOUS

# 14.1 Governing Law/Jurisdiction/Venue

14.1.1 The Contract shall be governed by the laws of the State of Florida. Except as set forth in Article 7, should the parties be involved in legal action arising under, or connected to, this Contract, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Miami-Dade County, Florida.

# 14.2 <u>Successors and Assigns</u>

14.2.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City. As a condition to any assignment, the assignee shall agree in writing to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements in this Contract.

# 14.3 Reserved.

# 14.4 Non-Discrimination

14.4.1 The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

#### 14.5 Discriminatory Vendor List

14.5.1 Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

# 14.6 <u>Public Entity Crimes</u>

14.6.1 Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

# 14.7 <u>Scrutinized Company</u>

- 14.7.1 Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.
- 14.7.2 Pursuant to Section 287.135, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.
- 14.7.3 Pursuant to Section 287.135, Florida Statutes, City may at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

# 14.8 Notice

14.8.1 In order for a notice to a party to be effective under this Contract, notice must be sent via U.S. certified mail, overnight delivery, or hand delivery to the addresses listed below and shall be effective upon mailing if sent by certified mail or overnight delivery and effective upon receipt if hand delivered. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

For the City: Barbara Hernandez

City Manager

City of Doral, Florida 8401 NW 53<sup>rd</sup> Terrace Doral, Florida 33166

With a Copy to: City Attorney

City of Doral

8401 NW 53<sup>rd</sup> Terrace Doral, FL 33166 For the Contractor: AVI-SPL

2501 SW 160th Avenue, Suite 500

Miramar, FL 33027

# ARTICLE XV WAIVER OF JURY TRIAL

15.1 City and Contractor hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the construction of the Work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

# ARTICLE XVI ARBITRATION

- Any dispute, controversy or claim arising out of or relating in any way to the Contract, including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the Contract, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration. In the event of a dispute, controversy or claim arising out of or relating in any way to the Contract, the complaining Party shall notify the other Party in writing thereof. Within thirty (30) days of such notice, management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two (2) years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach.
- 16.2 This agreement to arbitrate shall be specifically enforceable. A Party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration.
- 16.3 The arbitration shall be conducted by one (1) arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within twenty (20) days of commencement of an arbitration proceeding by service of a demand for arbitration, the arbitrator shall be selected by the American Arbitration Association ("AAA") in accordance with the terms of this Article XV.
- 16.4 The arbitrator shall have ten (10) years of experience in construction disputes and also shall have served as an arbitrator at least three (3) times prior to their service as an arbitrator in this arbitration.
- 16.5 The arbitration shall be conducted in accordance with the Commercial Rules of the AAA.
- 16.6 The arbitration shall be conducted in Miami-Dade County, Florida.
- 16.7 The laws of the State of Florida shall be applied in any arbitration proceedings, without regard to principles of conflict of laws.

- 16.8 It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty (120) days from the date the arbitrator is appointed. The arbitrator may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
- 16.9 The Parties shall be entitled to discovery in the arbitration. Any Party shall be entitled to depose any expert who will testify in the arbitration proceeding but shall pay the regular hourly rate of such expert during such deposition. In addition to the foregoing, any Party shall be entitled to take the deposition of a witness who will testify at the arbitration but who is unavailable to testify at the hearing to preserve such witness' testimony for the arbitration hearing.
- 16.10 The Parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify each witness who will testify at the arbitration, with a summary of the anticipated testimony of such witness ten (10) days before the arbitration hearing.
- The arbitrator shall not be entitled to issue injunctive and other equitable relief.
- 16.12 The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), shall be borne by the unsuccessful party, as determined by the arbitrators, and shall be awarded as part of the arbitrator's award. It is specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions of this Section by bringing suit in any court of competent jurisdiction. The parties agree that the arbitrator shall have authority to grant injunctive or other forms of equitable relief to any party. This Article shall survive the termination or cancellation of this Contract.
- 16.13 Each party shall pay its own proportionate share of arbitrator fees and expenses and the arbitration fees and expenses of AAA. The arbitrator shall be entitled to award the foregoing arbitration and administrative fees and expenses as damages in his/her discretion.

# ARTICLE XVII E-VERIFY

17.1 Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, Contractor is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by Contractor during the contract term. Further, Contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of Contractor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (https://www.e-verify.gov/employers/enrolling-in-e-verify) and follow the instructions. The contractor must retain the I-9 Forms for inspection, and provide the attached E-Verify Affidavit, attached hereto as Attachment "C".

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the respective dates under each signature. The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same; and by Contractor by and through its President, who has been duly authorized to execute same.

ATTEST:	CITY OF DORAL
Connie Diaz, MMC City Clerk	By: _ Barbara Hernandez City Manager
	Date:
APPROVED AS TO FORM AND LEGALI AND RELIANCE OF THE CITY OF DOR	
Valerie Vicente	<b>-</b> ::
Valerie Vicente, Esq. for Nabors, Giblin & Nickerson, P.A. City Attorney	
	CONTRACTOR
	By:

Date: June 19, 2023

# EXHIBIT "A" Contractor's Proposal

# **AudioVisual Solutions Proposal For**

# City of Doral Doral Central Park AV





2501 SW 160th Ave Suite 500 Miramar, FL 33027 (954) 938-9382 Fax: (954) 776-4772

www.avispl.com

Prepared By: Zoran Visnjic

Zoran.Visnjic@avispl.com

**Proposal No:** 347444-12



# **Project Implementation Process**

# **Integration Process**

AVI-SPL is dedicated to giving you with technically sound, well-integrated, and user-friendly solutions. To that end, AVI-SPL utilizes a six-step process that ensures seamless communication and transition from project conception to project completion.

The beginning of the process is essential to the success of the implementation and Customer Care Services that ensure acclimation, adoption, and continued use of the technology.

The scope of this Design Proposal is summarized in Phases I & II. Phases III – VI outline the process through to completion including implementation of the concierge level service requested by the client.

#### **Phase I - Consultation**

The consultation process is the foundation of the system design and capabilities. During this process, we meet with key personnel to gain a thorough understanding of needs, objectives, and issues:

- Architectural Criteria
- Style of Meeting
- Visual Media
- Computer Display
- Audio Systems
- Audio Conferencing
- Video Conferencing
- Control options

- Static Display
- Supplemental (Multi-room tie-in, connection type, network interconnection, existing equipment)
- Schedule (design/construction documents, construction, AV installation, occupancy)
- Contacts (client, architect/interior designer, general contractor, other)

#### Phase II - Engineering & Design

AVI-SPL appoints a Project Engineer, who will team up with your AVI-SPL Account Manager and follow your project through to completion. During this phase, the information acquired during the needs analysis is developed into a technically sound and functional system design. The Project Engineer and AVI-SPL Account Manager perform a feasibility study. This study includes an examination of the desired capabilities, architectural, environmental, and technical details of your system. During the engineering and design process, we select the appropriate equipment, hardware, and software. The result of the engineering and design process is a system designed specifically to meet the requirements and environmental conditions that are unique to your application.

The goals for this phase of the project are:

- Verify initial design concepts
- Verify location of all devices
- Validate the design's performance and concepts
- Provide any value engineering and performance enhancement recommendations
- Convert concept drawings to schematic, "build to" shop drawings
- Submit final shop drawings and hardware list for approval prior to procurement and construction.

The documents created by the Systems Group engineering team include but are not limited to:

- Rack elevations
- Patch bay elevations

- Lighting fixture locations
- Custom assembly details



- Panel details
- Verification of conduit requirements
- Verification of junction box requirements
- Creation of fabrication documentation including wire numbers
- Verification of wire types

- Speaker cluster rigging design
- Creation of accurate hardware/bill of quantities (BOQ) list
- Create cut sheet books for hardware
- Item
- Provide other submittals as required

At the conclusion of Phase II, the project's design is finalized, all areas of system performance have been optimized, and the hardware parts lists, as well as the engineering drawings, are given final approval. The on-site pre-wiring shall immediately begin.

#### Phase III: Pre-Installation

AVI-SPL's senior procurement managers will begin procurement of the hardware required for the system. Procurement is prioritized between:

- Items immediately required for the initial on-site pre-installation by our installation team
- Long lead items
- Custom panels and custom/project specific hardware items
- All other hardware items
- Engineering and development of custom control software

The procurement manager informs our project manager of any discontinued, new models or upgraded products on the hardware list. In these instances, AVI-SPL submits cut sheets on any new hardware items for approval and substitution into the system.

The fabrication process begins upon receipt of product. AVI-SPL's fabrication team utilizes the approved engineering drawings to build the systems. All system fabrication work is performed at our fabrication facility.

#### AVI-SPL's fabrication process includes:

- Quality control inspection of all hardware items prior to integration into the various systems
- Preparation of internal areas of the racks for installation of cabling
- Installation of internal rack power distribution systems
- Installation of hardware into the racks as shown on the rack elevation drawings
- Installation of internal rack wiring
- Verification of internal rack wiring and wire/cable numbering
- Installation of interconnection wiring between the racks
- Testing of individual racks

- Installation of control software
- Testing and operating of multiple racks as a complete system
- "Burn in" quality-control testing of multiple racks as a complete audio-visual system
- Initial modifications to show control software
- Acceptance of tested and "burned in" systems by the project manager and senior engineer
- Photographic documentation of racks and other hardware items
- Disassembly of racks in preparation for shipping and palletized as per AVI-SPL's custom shipping standards
- Delivery of the racks to the site via dedicated air ride trucks

The careful testing and "burn in" of the completed systems in the fabrication shop will prevent the likelihood of discrepancies encountered during the onsite installation and testing.



#### Phase IV: On-site Installation

The on-site installation effort is coordinated by project manager and lead installer. The lead installer will be on site directing the installation teams. Prior to delivery and installation of pre-assembled systems, AVI-SPL field verifies conformance of installed cabling and other conditions necessary to ensure efficient integration of systems and devices. The team of on-site personnel will vary in number depending on the task requirements for that day. The project manager determines the correct resources required for the specific installation tasks. The AVI-SPL lead installer, project manager, and engineer carefully supervise our subcontractor. Depending on the required tasks, our daily on-site installation crew will include:

- AVI-SPL Project Manager
- AVI-SPL Lead Installer
- Installation Personnel as necessary

#### When required, AVI-SPL provides:

- Senior Engineers
- Field Engineers
- Supplemental Field Technicians
- Test and Adjust Engineers
- Specialty Labor as required

Once the installation is complete, the systems are carefully checked and brought on line. The final phases of the project begin.

#### Phase V: Commissioning, Testing, and Adjustments

During this phase, the complete testing and final adjustments of the systems are made. Our project manager coordinates with the project team as required to complete successful testing and tuning of the system, including testing far-end Customer Care connections. Our factory-trained service engineers travel to the job site to commission the system. All installation work is thoroughly checked prior to 'turn on.' Errors or problems are corrected, and all equipment is adjusted for optimal performance in accord with the project specifications.

The test and adjustment team consist of:

- Owner's Technical Representatives
- AVI-SPL's Project Manager

The result of phase V is the shortest possible final punch list. Our projects typically have short punch lists thanks to:

- Adherence to our quality assurance program
- Correcting site-specific problems as they are detected
- Installation of fully tested and "burned in" electronic hardware
- Termination into fully tested and verified cabling and far end connections

By adhering to these engineering policies and standards, the final punch list for projects of this type is typically limited to just a few items.

#### Phase VI: Training - As Required

Training is available throughout the project. We recommend the owner's technical representative visit AVI-SPL's fabrication facility for initial familiarization with the system during the in-house testing phase. The fabrication manager will:

- Provide a comprehensive review of the system's hardware
- Review the system's cabling and wire numbering methods
- Discuss maintenance issues for the system
- Demonstrate initial operation of the system



The owner's technical team may observe how the system interconnects to the building's pre-installed cabling during installation and commissioning. Once the system is operational, we provide three levels of "hands on" training to the onsite operational personnel.

#### Training is provided to:

- System Operators (personnel who are qualified to operate the various systems)
- System Technicians (personnel who provide on-site maintenance to the systems)
- System Assistants (personnel who assist the operators and technicians)

AVI-SPL produces operator manuals and other documentation to support the systems as required.

#### **Process Control & Documentation**

Reports and documentation are all standardized. Reporting and documentation for all project activities are stored in a centralized database for efficient access by integral departments (purchasing, distribution, systems integrations, account management etc.). All systems integration projects are overseen by AVI-SPL's Chief Operating Officer (COO). The COO is responsible for overseeing all documentation and daily operational activities throughout our national systems integration network. Documentation and purchase orders are reviewed regularly by the corporate office.

AVI-SPL LLC Proposal #: 347444-12 Contract #: TIPS200904 5 | P a g e



# **Corporate Overview**

#### **Your Digital Workplace Services Partner**

AVI-SPL is a digital workplace services provider that helps organizations around the world improve their team collaboration and business value through collaboration solutions. From offices in North America, Europe and the Middle East, and through a worldwide network of engineering resources, we deliver transformative solutions and services vital to the success of your organization.

We design, deploy, manage and support the systems and environments that empower meaningful communication and collaboration. Through this transformation, we help you improve workflows and the user experience while also easing the manageability of your technology solutions.

AVI-SPL works diligently to be a single, reliable resource for improving your organization's ability to communicate and collaborate. Through partnerships with highly regarded collaboration companies, construction firms, architects, and consultants, we design, build, integrate, manage and support solutions, systems, and experiences that deliver state-of-the-art communications and collaboration. No other company can match our ability to handle every aspect of your integration project, from understanding your goals to providing ongoing support. When you partner with AVI-SPL, you're working with:

#### A Partner Working in Your Interests

- Experienced and financially stable technology contractor with a global operational delivery model.
- Providing innovative, award-winning solutions that are effective and aligned with your needs. Our solutions reflect the trends and technologies shaping professional collaboration and the workplace.

#### A Knowledgeable Collaborator

- Most qualified team of engineers and technicians in the industry.
- In-house capabilities to design, install and manage complex audio, video, collaboration and communication technologies.
- Certified to implement collaboration solutions from industry leaders like Microsoft, Poly, Cisco, NEC, and Crestron.

#### **An Experienced Services Provider**

- Wide-ranging technical integration capabilities, construction experience, and engineering resources to support projects of any scale and in environments as varied as stadiums, boardrooms, hospitals, and classrooms. Our experience spans over 40 years. We support our clients through our Global Service Operations Centers, which provide 24/7 help desk support.
- Expert engineering with the highest per capita number of technical employees of any AV solutions provider.
- Award-winning conferencing services that include customizable room and device monitoring, cloud-based scheduling and management for meeting rooms and the technology enabling them, and analytics reports that provide actionable business intelligence.



We take your investment in collaborative solutions as seriously as you do. That's why we're with you every step of the way, making sure you have the support to keep your business running smoothly and that you get the return on investment you expect.

Our diverse portfolio features solutions in the corporate, education, and government sectors, including Fortune 500/Global 1000 boardrooms, military base operation centers, and education campuses. On most projects, we collaborate with architects, consultants, designers, and end users like you.

AVI-SPL's expertise includes partnerships with the industry's top technology providers, highly skilled and certified technicians, and comprehensive support that is setting the standard in the collaboration industry.

The hallmark of AVI-SPL's client success has been our ability to keep pace with the technology trends that drive the way businesses operate, and to innovate and improve upon them so that we can offer customers a standard of quality that no other company can match.

- 86% of Fortune 100 and 70% of Fortune 500 companies are AVI-SPL customers
- 120,000+ projects completed in 80 countries
- 12,000+ service contracts with 1,500 ticketed cases resolved each month
- 3,400+ employees in 57 offices across North America, Europe, and the Middle East
- Partnerships with the leading technology providers so we can craft the right solution for every client



#### **Investment Summary**

	<u> </u>		
Prepared For:	Mario Leon	Prepared By:	Zoran Visnjic
	City of Doral	Date Prepared:	04/19/2023
	3000 NW 87th Ave. Doral, FL 33172-1237	Proposal #:	347444-12
	50.41,12.55172.1257	Valid Until:	05/20/2023
Total Equipme	ent Cost		\$1,568,788.4
Includes cable, co operational syste	onnectors, hardware, switches, relays, terminal blocks, par em	nels, etc., to ensure cor	mplete and
Professional I	ntegration Services		\$1,011,629.53
checkout, owner	ring, project management, CAD, on-site installation and wi training, etc. performed on the Owner's premises. Also in iring, programming, warranties, etc., some performed at A	cludes all fabrication, r	-
Direct Costs			\$31,676.36
Includes non equ	ipment or labor costs, such as travel expenses, per diem, li	ift and vehicle rentals	
General & Ad	ministrative		\$57,051.68
	A expenses: vehicle mileage, shipping and insurance, as app	olicable	757,051.00
	vice Maintenance		\$46,486.53
meiddes post-ms	tallation maintenance options selected for installed device	3	
		Subtotal	\$2,715,632.53
		Тах	Exempt (*)
		Total	\$2,715,632.53
documentation	rom sales tax will be recognized only after a valid of exemption has been provided to and approved by AVI  Purchase orders should be addre  Due to global semiconductor ("chip") shortages and supply chain disruintstallation schedules are subject to current (daily) product availability	I-SPL; otherwise all ap essed to AVI-SPL L uptions pricing quoted in th	plicable sales taxes will apply.  LC  is proposal may change.
Signed	Printed		



#### **Room List Pricing Summary**

Aquatic Center - 3 Divisible Rooms	\$88,687.72
Aquatic Center - Concession S1000	\$6,744.16
Aquatic Center - IDF S1015 and IDF G1510	\$44,397.79
Recreation Center - 3 Divisible Rooms	\$129,676.27
Recreation Center - Kitchen	\$39,103.85
Recreation Center - Cafe	\$6,990.61
Recreation Center - Lobby	\$124,073.30
Recreation Center - Silver Room	\$53,619.69
Recreation Center - Child Watch	\$52,437.95
Recreation Center - Indoor Play	\$28,734.40
Recreation Center - Teen Room	\$82,099.64
Recreation Center - Art Room	\$29,449.89
Recreation Center - 2 Locker Rooms & Saunas	\$16,467.40
Recreation Center - 1st floor Fitness Room	\$51,218.52
Recreation Center - 2nd floor Fitness Track	\$96,918.23
Recreation Center - 2nd floor Terrace Cafe	\$15,621.59
Recreation Center - MDF	\$117,581.08

#### Pricing does not include applicable state sales tax.



#### **Room List Pricing Summary**

Recreation Center - Small Multipurpose Room	\$39,326.09
Recreation Center - Medium Multipurpose Room	\$40,031.27
Recreation Center - Large Multipurpose Room	\$45,796.81
Recreation Center - Gym / 2 Courts	\$149,946.57
Recreation Center - MP Room & Gym IDF R1325	\$22,265.32
Recreation Center - Conference Room	\$35,504.91
Recreation Center - Conference Room IDF R1420	\$13,593.06
Recreation Center - IPTV System	\$185,892.35
Amphitheater - All Systems	\$710,737.24
PA System	\$488,716.82

#### Pricing does not include applicable state sales tax.



## **Room Summary - Aquatic Center - 3 Divisible Rooms**

### **Equipment List**

Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
	Aquatic Center - Divisible Rooms (Rooms S1455, S1460, S1465)			
	<u>Displays</u>			
AVISPL	UNIVERSAL DUAL SWING ARM WALL MOUNT, BLACK (ROOM S-1460, MOUNTED ABOVE THE DOOR AS PER CITY OF DORAL)	1	\$266.65	\$266.65
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	3	\$1,518.67	\$4,556.01
LGE	86" 4K UHD DIGITAL SIGNAGE DISPLAY	3	\$4,340.00	\$13,020.00
PEERLESS	COMPONENT STORAGE PANEL	6	\$25.25	\$151.50
PEERLESS	UNIVERSAL TILT WALL MOUNT, EXTRA LARGE	2	\$166.76	\$333.52
	Video Sources			
CRESTRON	2-GANG HDMI/USB-C AUTO SWITCHING WALL PLATE, WHITE	3	\$733.33	\$2,199.99
OFE	CLIENT NETWORK INFRASTRUCTURE FOR ALL AV DEVICES	1	\$0.00	\$0.00
OLE	CLIENT NETWORK INTRASTRUCTURE FOR ALL AV DEVICES		Ş0.00	\$0.00
	Audio Sources			
ATTERO TECH	2-GANG DANTE AUDIO WALL PLATE W/BLUETOOTH	3	\$1,049.33	\$3,147.99
ATTERO TECH	2-GANG 4x2 CHANNEL DANTE AUDIO WALL PLATE	3	\$766.67	\$2,300.01
	<u>Speakers</u>			
CRESTRON	4" 2-WAY IN-CEILING SPEAKER ASSEMBLY, WHITE, EACH	12	\$102.67	\$1,232.04
	Wireless Microphones			
PEERLESS	WALL GLASS SHELF, BLACK	1	\$45.47	\$45.47
SHURE	BODYPACK WIRELESS TRANSMITTER, NO MICROPHONE	3	\$553.53	\$1,660.59
SHURE	HANDHELD WIRELESS TRANSMITTER W/SM58 MICROPHONE	3	\$540.87	\$1,622.61
SHURE	2-CHANNEL WIRELESS MICROPHONE ACCESS POINT	3	\$1,294.53	\$3,883.59
SHURE	2-CHANNEL WIRELESS MICROPHONE NETWORKED CHARGING DOCK	3	\$576.33	\$1,728.99
SHURE	MICROFLEX CARDIOID LAVALIER MICROPHONE	3	\$114.00	\$342.00



Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
	System Control			
CRESTRON	7" WALL MOUNTED CONTROL TOUCH SCREEN, WHITE	3	\$1,518.67	\$4,556.01
CRESTRON	CRESNET PARTITION SENSOR	2	\$590.66	\$1,181.32
CRESTRON	ETHERNET TO CRESNET BRIDGE W/POE	1	\$404.00	\$404.00
Subtotal			\$42,632.29	

Warranty; 3-months \$0.00

Equipment Total \$42,632.29
Installation Materials \$1,967.65
Professional Services \$41,048.82
Direct Costs \$1,229.41
General & Administrative \$1,809.55

Subtotal \$88,687.72

For informational purposes only – all Purchase Orders must match Investment Summary details.

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#### **Room Summary - Aquatic Center - Concession S1000**

### **Equipment List**

Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
	Aquatic Center - Concession (S1000)			
	<u>Displays</u>			
LGE	65" 4K UHD DIGITAL SIGNAGE DISPLAY	2	\$1,540.00	\$3,080.00
PEERLESS	UNIVERSAL TILT WALL MOUNT, LARGE	2	\$116.21	\$232.42
	Network			
	Network			
OFE	CLIENT NETWORK INFRASTRUCTURE FOR ALL AV DEVICES	1	\$0.00	\$0.00
		,	Subtotal	\$3,312.42

#### **Room Support and Maintenance**

Warranty; 3-months \$0.00

Subtotal	\$6,744.16
General & Administrative	\$223.62
<b>Direct Costs</b>	\$0.00
<b>Professional Services</b>	\$2,902.35
Installation Materials	\$305.77
Equipment Total	\$3,312.42

For informational purposes only – all Purchase Orders must match Investment Summary details.



## Room Summary - Aquatic Center - IDF S1015 and IDF G1510

### **Equipment List**

Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
	Aquatic Center - IDF S1015			
	AV Rack			
CVDED DOWED	AS CUTIFF 20 MAD DOLL		Ć0.4.20	Ć4.00.70
CYBER POWER	10 OUTLET 20AMP PDU	2	\$94.39	\$188.78
	RACK ACCESSORIES KIT	1	\$1,326.67	\$1,326.67
OFE	FLOOR STANDING RACK	1	\$0.00	\$0.00
	<u>Video</u>			
CRESTRON	NVX CARD CHASSIS W/8 SLOTS	1	\$1,466.67	\$1,466.67
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD (AIR MEDIA)	1	\$1,320.00	\$1,320.00
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER CARD (AUDIO EXTRACT x3)	3	\$1,320.00	\$3,960.00
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD W/DM INPUT (WALL PLATE x3)	3	\$1,393.33	\$4,179.99
CRESTRON	WIRELESS MEDIA GATEWAY	1	\$733.33	\$733.33
	Audio			
CRESTRON	70V POWER AMPLIFIER (DIVISIBLE ROOMS-2)	2	\$586.67	\$1,173.34
QSC	AEC DSP (DIVISIBLE ROOMS-1)	1	\$3,333.33	\$3,333.33
QSC	32X32 DANTE Q-SYS SOFTWARE LICENSE, PERPETUAL	1	\$736.00	\$736.00
	Network			
OFE	CLIENT NETWORK INFRASTRUCTURE FOR ALL AV DEVICES	1	\$0.00	\$0.00
	Assistive Listening System			
WILLIAMS AV	LARGE AREA DUAL FM & WI-FI TRANSMITTER W/DANTE	3	\$1,308.67	\$3,926.01
	1			



Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
WILLIAMS AV	FM RECEIVER W/OLED DISPLAY, BELT CLIP AND 3.5 MM PLUG	12	\$146.67	\$1,760.04
WILLIAMS AV	SURROUND EARPHONE	12	\$17.60	\$211.20
WILLIAMS AV	18" NECKLOOP CORD W/3.5 MM PLUG	3	\$49.87	\$149.61
WILLIAMS AV	12 SLOTS FM RECEIVER CHARGING DOCK	1	\$710.67	\$710.67
WILLIAMS AV	AA RECHARGEABLE NIMH BATTERIE, SET OF 2	12	\$13.20	\$158.40
WILLIAMS AV	ADA WALL PLAQUE	3	\$16.87	\$50.61
	System Control			
CRESTRON	SYSTEM CONTROL PROCESSOR DIVISIBLE ROOMS	1	\$2,053.33	\$2,053.33
	Aquatic Center - IDF G1510			
	AV Rack			
CYBER POWER	10 OUTLET 20AMP PDU	2	\$94.39	\$188.78
MIDDLE ATLANTIC	RACK ACCESSORIES KIT	1	\$1,326.67	\$1,326.67
OFE	FLOOR STANDING RACK	1	\$0.00	\$0.00
	<u>Network</u>			
OFE	CLIENT NETWORK INFRASTRUCTURE FOR ALL AV DEVICES	1	\$0.00	\$0.00
	,	'	Subtotal	\$28,953.43

Warranty; 3-months \$0.00

**Equipment Total** \$28,953.43

**Installation Materials** \$2,868.71

Professional Services \$11,003.06

**Direct Costs** \$0.00

**General & Administrative** 

**Subtotal** \$44,397.79

\$1,572.59

For informational purposes only – all Purchase Orders must match Investment Summary details.



## **Room Summary - Recreation Center - 3 Divisible Rooms**

### **Equipment List**

Mfg	Description	Qty	Unit Price	Extended Price
	Recreation Center - Divisible Rooms (R1010, R1015, R1020)			
	<u>Displays</u>			
			4	
AVISPL	UNIVERSAL DUAL SWING ARM WALL MOUNT, BLACK (TO BE INSTALLED ON THE COLUMN INSIDE ROOM R1015)	1	\$266.65	\$266.65
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	3	\$1,518.67	\$4,556.01
LGE	98" 4K UHD DIGITAL SIGNAGE DISPLAY	3	\$9,586.67	\$28,760.01
PEERLESS	COMPONENT STORAGE PANEL	6	\$25.25	\$151.50
PEERLESS	UNIVERSAL TILT WALL MOUNT, EXTRA LARGE	2	\$166.76	\$333.52
	Video Sources			
CRESTRON	WIRELESS PRESENTATION GATEWAY	1	\$733.33	\$733.33
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD (AIR MEDIA)	1	\$1,320.00	\$1,320.00
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER CARD (AUDIO EXTRACT x3)	3	\$1,320.00	\$3,960.00
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD W/DM INPUT (WALL PLATE x3)	3	\$1,393.33	\$4,179.99
CRESTRON	2-GANG HDMI/USB-C AUTO SWITCHING WALL PLATE, WHITE	3	\$733.33	\$2,199.99
	Audio Sources			
ATTERO TECH	2-GANG DANTE AUDIO WALL PLATE W/BLUETOOTH	3	\$1,049.33	\$3,147.99
ATTERO TECH	2-GANG 4x2 CHANNEL DANTE AUDIO WALL PLATE	3	\$766.67	\$2,300.01
	<u>Speakers</u>			
DOCCH EV	OF LUCIA CELLING ZOVEDEAKED ACCESSIVE DAID		ĆE40.43	62.444.72
BOSCH EV	8" HIGH CEILING 70V SPEAKER ASSEMBLY, PAIR	6	\$519.12	\$3,114.72
	Wireless Microphones			
PEERLESS	WALL GLASS SHELF, BLACK	3	\$45.47	\$136.41



Mfg	Description	Qty	Unit Price	Extended Price
SHURE	BODYPACK WIRELESS TRANSMITTER, NO MICROPHONE	3	\$553.53	\$1,660.59
SHURE	HANDHELD WIRELESS TRANSMITTER W/SM58 MICROPHONE	3	\$540.87	\$1,622.61
SHURE	2-CHANNEL WIRELESS MICROPHONE ACCESS POINT	3	\$1,294.53	\$3,883.59
SHURE	2-CHANNEL WIRELESS MICROPHONE NETWORKED CHARGING DOCK	3	\$576.33	\$1,728.99
SHURE	MICROFLEX CARDIOID LAVALIER MICROPHONE	3	\$114.00	\$342.00
	System Control			
CRESTRON	7" WALL MOUNTED CONTROL TOUCH SCREEN, WHITE	3	\$1,518.67	\$4,556.01
CRESTRON	CRESNET PARTITION SENSOR	2	\$590.66	\$1,181.32
CRESTRON	ETHERNET TO CRESNET BRIDGE W/POE	1	\$404.00	\$404.00
	Assistive Listening System			
WILLIAMS AV	LARGE AREA DUAL FM & WI-FI TRANSMITTER W/DANTE	3	\$1,308.67	\$3,926.01
WILLIAMS AV	FM RECEIVER W/OLED DISPLAY, BELT CLIP AND 3.5 MM PLUG	12	\$146.67	\$1,760.04
WILLIAMS AV	SURROUND EARPHONE	12	\$17.60	\$211.20
WILLIAMS AV	18" NECKLOOP CORD W/3.5 MM PLUG	3	\$49.87	\$149.61
WILLIAMS AV	12 SLOTS FM RECEIVER CHARGING DOCK	1	\$710.67	\$710.67
WILLIAMS AV	AA RECHARGEABLE NIMH BATTERIE, SET OF 2	12	\$13.20	\$158.40
WILLIAMS AV	ADA WALL PLAQUE	3	\$16.87	\$50.61
			Subtotal	\$77,505.78

Warranty; 3-months \$0.00

Equipment Total	\$77,505.78
<b>Installation Materials</b>	\$3,577.18
<b>Professional Services</b>	\$44,540.59
<b>Direct Costs</b>	\$1,229.41
General & Administrative	\$2,823.31

Subtotal \$129,676.27

For informational purposes only – all Purchase Orders must match Investment Summary details.



## **Room Summary - Recreation Center - Kitchen**

### **Equipment List**

Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
	Recreation Center - Kitchen (Room R1030)			
	Video Cameras			
LUMENS	20X OPTICAL ZOOM PTZ CAMERA, WHITE	4	\$1,730.77	\$6,923.08
LUMENS	RS232 TO RJ45 CONVERTER	4	\$40.00	\$160.00
LUMENS	RJ45 TO RS232 CONVERTER	4	\$40.00	\$160.00
LUMENS	CEILING CAMERA MOUNT, WHITE	4	\$117.33	\$469.32
	<u>Speakers</u>			
CRESTRON	4" 2-WAY IN-CEILING SPEAKER ASSEMBLY, WHITE, EACH	2	\$102.67	\$205.34
	Wireless Microphones			
SHURE	2-CHANNEL WIRELESS MICROPHONE ACCESS POINT	2	\$1,294.53	\$2,589.06
SHURE	BODYPACK WIRELESS TRANSMITTER, NO MICROPHONE	2	\$553.53	\$1,107.06
SHURE	MICROFLEX CARDIOID LAVALIER MICROPHONE ELEMENT	2	\$114.00	\$228.00
SHURE	2-SLOT WIRELESS MICROPHONE NETWORKED CHARGING DOCK	1	\$576.33	\$576.33
	Confidence Monitor			
LGE	32" HD DIGITAL SIGNAGE DISPLAY	1	\$792.00	\$792.00
PEERLESS	ARTICUALTING WALL MOUNT FOR 32" DISPLAY	1	\$64.00	\$64.00
CRESTRON	DM LITE HDMI OVER CATX RECEIVER WALL PLATE, BLACK	1	\$278.67	\$278.67
CRESTRON	DM LITE HDMI OVER CATX TRANSMITTER, SURFACE MOUNT	1	\$242.67	\$242.67
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER CARD	2	\$1,320.00	\$2,640.00
MARSHALL	4-CHANNEL 3G-SDI MULTIVIEWER W/HDMI OUTPUT	1	\$1,180.00	\$1,180.00
	System Control			
CRESTRON	7" WALL MOUNTED CONTROL TOUCH SCREEN, WHITE	1	\$1,518.67	\$1,518.67



Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
	Bulk Cable			
BELDEN	1000' SPOOL COAXIAL VIDEO CABLE, BLACK	1000	\$1.05	\$1,050.00
			Subtotal	\$20,184.20

Warranty; 3-months \$0.00

Equipment Total \$20,184.20

**Installation Materials** \$1,759.33

Professional Services \$16,404.71

Direct Costs \$0.00

**General & Administrative** \$755.61

Subtotal \$39,103.85

For informational purposes only – all Purchase Orders must match Investment Summary details.



#### **Room Summary - Recreation Center - Cafe**

## **Equipment List**

Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
	Cafe - Room R1035			
	Displays			
LGE	55" 4K/UHD DIGITAL SIGNAGE DISPLAY	2	\$1,353.33	\$2,706.66
PEERLESS	UNIVERSAL TILT WALL MOUNT, LARGE	2	\$116.21	\$232.42
	Subtotal			

#### **Room Support and Maintenance**

Warranty; 3-months \$0.00

Equipment Total \$2,939.08
Installation Materials \$271.31
Professional Services \$3,671.18
Direct Costs \$0.00

**General & Administrative** \$109.04

**Subtotal** \$6,990.61

For informational purposes only – all Purchase Orders must match Investment Summary details.



## **Room Summary - Recreation Center - Lobby**

### **Equipment List**

Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
	Recreation Center - Lobby (Room R1040)			
	LED Video Wall			
PENSAR	LED DISPLAY MODULE ICONIC 1.8MM PIXEL PITCH 1920X1080 (5-YEAR WARRANTY ON LED MODULES, 3-YEAR ON ALL OTHER COMPONENTS)	36	\$1,300.79	\$46,828.44
PENSAR	TOP COAT EPOXY RESIN	36	\$142.00	\$5,112.00
PENSAR	CONTROL SYSTEM CTRL 660PRO	1	\$1,500.00	\$1,500.00
PENSAR	MOUNTING FRAME WITH TRIM	36	\$113.33	\$4,079.88
	LED Video Wall Spare Components			
PENSAR	INCLUDED SPARE MODULES	2	\$0.00	\$0.00
PENSAR	ADDITIONAL SPARE MODULES	8	\$269.00	\$2,152.00
PENSAR	POWER SUPPLY AC-DC	2	\$118.67	\$237.34
PENSAR	RECEIVING CARD	1	\$92.00	\$92.00
PENSAR	HUB CARD	1	\$200.00	\$200.00
	<u>Video Sources</u>			
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD	2	\$1,320.00	\$2,640.00
CRESTRON	4x2 4K60 4:4:4 HDR HDMI MATRIX SWITCHER	1	\$1,129.34	\$1,129.34
DECIMATOR	4K CROSS CONVERTER W/SCALING & FRAME RATE	1	\$606.91	\$606.91
TRIPLEPLAY	DIGITAL SIGNAGE PLAYER NUC	2	\$733.33	\$1,466.66
	Artificial Intelligence Assistants			
NUMEDIA	AI ASSISTANT - CUSTOM USER EXPERIENCE (OPTIONAL)	0	\$9,333.33	\$0.00
NUMEDIA	AI ASSISTANT - WAYFINDING FUNCTIONALITY (OPTIONAL)	0	\$133.33	\$0.00
NUMEDIA	AI ASSISTANT - SECOND LANGUAGE SUPPORT (OPTIONAL)	0	\$3,666.67	\$0.00
	1			



Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
NUMEDIA	AI ASSISTANT - SIGN LANGUAGE SUPPORT (OPTIONAL)	0	\$3,666.67	\$0.00
NUMEDIA	AI ASSISTANT - NOVATE DISPLAY UNIT- LOOKTHROUGH HARDWARE (OPTIONAL)	0	\$38,666.67	\$0.00
NUMEDIA	AI ASSISTANT- PROXIMITY SENSORS (OPTIONAL)	0	\$265.33	\$0.00
NUMEDIA	3 DEVICE-SYSTEM SOFTWARE UPDATE, YEARLY (OPTIONAL)	0	\$17,536.00	\$0.00
	Interactive Displays			
ELO TOUCH	EDGE CONNECT WEBCAM (OPTIONAL)	0	\$205.56	\$0.00
ELO TOUCH	I5, 8GB/256SSD COMPUTER MODULE, WIN10 (OPTIONAL)	0	\$1,545.96	\$0.00
ELO TOUCH	2ND DDR4 SODIMM, 8GB MEMORY KIT (OPTIONAL)	0	\$197.05	\$0.00
ELO TOUCH	CONFERENCE CAMERA KIT (OPTIONAL)	0	\$317.56	\$0.00
ELO TOUCH	SELF-SERVICE COUNTERTOP STAND FOR 21.5" MONITOR (OPTIONAL)	0	\$272.20	\$0.00
ELO TOUCH	21.5" 1080P WIN10 I5 TOUCH I-SERIES ALL-IN-ONE DISPLAY (OPTIONAL)	0	\$2,479.11	\$0.00
ELO TOUCH	55" WIDE MULTI TOUCH OPTICAL INTERACTIVE DISPLAY (OPTIONAL)	0	\$4,589.51	\$0.00
PEERLESS	UNIVERSAL VERTICAL FLAT MOUNT FOR 55" DISPLAY (OPTIONAL)	0	\$149.92	\$0.00
	<u>Speakers</u>			
CRESTRON	4" 2-WAY IN-CEILING SPEAKER ASSEMBLY, WHITE, EACH	16	\$102.67	\$1,642.72
	Audio Sources			
EXTRON	AUDIO SUMMING ADAPTOR	1	\$54.67	\$54.67
SONOS	PORT WIRELESS STREAMING PROCESSOR	1	\$508.87	\$508.87
	System Control			
APPLE	10.2" IPAD W/CRESTRON APP PREINSTALLED (NEW EQUIPMENT FURNISHED BY THE CLIENT)	1	\$0.00	\$0.00
AVISPL	KIOSK SECURED MOUNT FOR IPAD 10.2", BLACK (LOBBY FRONT DESK AREA)	1	\$407.68	\$407.68



Mfg	Description	Qty	Unit Price	<b>Extended Price</b>	
	Paging System				
QSC	16 BUTTON STATION, W/HAND GOOSENECK MIC PAGING STATION	1	\$2,953.33	\$2,953.33	
	Reception Floor Box				
WIREMOLD	FLOOR BOX, 4 GANG ON GRADE CONCRETE	1	\$280.00	\$280.00	
WIREMOLD	FLOOR BOX, 4 GANG ON GRADE CONCRETE COVER	1	\$320.00	\$320.00	
WIREMOLD	1-GANG BLANK PLATE	1	\$8.08	\$8.08	
WIREMOLD	COMMUNICATION PLATE	1	\$8.08	\$8.08	
WIREMOLD	POWER DUPLEX PLATE	1	\$8.08	\$8.08	
WIREMOLD	TRIM RING BARE CONCRETE/HARD FLOOR	1	\$44.31	\$44.31	
	Subtotal				

Warranty; 3-months \$0.00

Equipment Total \$72,280.39
Installation Materials \$3,329.74
Professional Services \$42,705.29
Direct Costs \$0.00
General & Administrative \$5,757.88
Subtotal \$124,073.30

For informational purposes only – all Purchase Orders must match Investment Summary details.



## **Room Summary - Recreation Center - Silver Room**

### **Equipment List**

Mfg	Description	Qty	Unit Price	Extended Price
	Recreation Center - Silver Room (Room 1055)			
	<u>Displays</u>			
CDECTRON			Ć4 540 C7	62.027.24
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	2	\$1,518.67	\$3,037.34
LGE	65" 4K UHD DIGITAL SIGNAGE DISPLAY	2	\$1,433.33	\$2,866.66
PEERLESS	COMPONENT STORAGE PANEL	4	\$25.25	\$101.00
PEERLESS	UNIVERSAL TILT WALL MOUNT, LARGE	2	\$133.05	\$266.10
	Video Sources			
CRESTRON	WIRELESS MEDIA GATEWAY	2	\$733.33	\$1,466.66
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD (AIR MEDIA)	2	\$1,320.00	\$2,640.00
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER CARD (AUDIO EXTRACT)	1	\$1,320.00	\$1,320.00
CRESTRON	2-GANG HDMI/USB-C AUTO SWITCHING WALL PLATE, WHITE	2	\$733.33	\$1,466.66
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD W/DM INPUT	2	\$1,393.33	\$2,786.66
	Audio Sources			
ATTERO TECH	2-GANG DANTE AUDIO WALL PLATE W/BLUETOOTH	1	\$1,049.33	\$1,049.33
	<u>Speakers</u>			
CRESTRON	4" 2-WAY IN-CEILING SPEAKER ASSEMBLY, WHITE, EACH	12	\$102.67	\$1,232.04
CRESTRON	NEW CONSTRUCTION SPEAKER TEMPLATE FOR SAROS 4"	1	\$184.00	\$184.00
	Wireless Microphones			
PEERLESS	WALL GLASS SHELF, BLACK	1	\$45.47	\$45.47
SHURE	BODYPACK WIRELESS TRANSMITTER, NO MICROPHONE	1	\$553.53	\$553.53
SHURE	HANDHELD WIRELESS TRANSMITTER W/SM58 MICROPHONE	1	\$540.87	\$540.87
SHURE	2-CHANNEL WIRELESS MICROPHONE ACCESS POINT	1	\$1,294.53	\$1,294.53



Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
SHURE	2-CHANNEL WIRELESS MICROPHONE NETWORKED CHARGING DOCK	1	\$576.33	\$576.33
SHURE	MICROFLEX CARDIOID LAVALIER MICROPHONE	1	\$114.00	\$114.00
	System Control			
CRESTRON	5" WALL MOUNTED CONTROL TOUCH SCREEN, WHITE	1	\$1,096.00	\$1,096.00
	Assistive Listening System			
WILLIAMS AV	LARGE AREA DUAL FM & WI-FI TRANSMITTER W/DANTE	1	\$1,308.67	\$1,308.67
WILLIAMS AV	FM RECEIVER W/OLED DISPLAY, BELT CLIP AND 3.5 MM PLUG	4	\$146.67	\$586.68
WILLIAMS AV	SURROUND EARPHONE	4	\$17.60	\$70.40
WILLIAMS AV	18" NECKLOOP CORD W/3.5 MM PLUG	2	\$49.87	\$99.74
WILLIAMS AV	12 SLOTS FM RECEIVER CHARGING DOCK	1	\$710.67	\$710.67
WILLIAMS AV	AA RECHARGEABLE NIMH BATTERIE, SET OF 2	4	\$13.20	\$52.80
WILLIAMS AV	ADA WALL PLAQUE	3	\$16.87	\$50.61
		•	Subtotal	\$25,516.75

Warranty; 3-months \$0.00

Equipment Total \$25,516.75
Installation Materials \$1,987.20
Professional Services \$25,194.12

Direct Costs \$0.00
General & Administrative \$921.62

Subtotal \$53,619.69

For informational purposes only – all Purchase Orders must match Investment Summary details.



## **Room Summary - Recreation Center - Child Watch**

### **Equipment List**

Mfg	Description	Qty	<b>Unit Price</b>	Extended Price
	Recreation Center - Child Watch (Room 1090)			
	<u>Displays</u>			
AVISPL	ACRYLIC DISPLAY SCREEN PROTECTOR	3	\$293.33	\$879.99
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	3	\$1,518.67	\$4,556.01
LGE	55" 4K UHD DIGITAL SIGNAGE DISPLAY	3	\$1,353.33	\$4,059.99
PEERLESS	IN-WALL ENCLOSURE FOR 55" DISPLAY, SILVER	3	\$1,473.09	\$4,419.27
XANTECH	LCD PROOF DESIGNER IR EXTENDER DINKYLINK KIT	3	\$168.25	\$504.75
	Video Sources			
ROKU	STREAMING MEDIA PLAYER, ROKU ULTRA 4K DOLBY VISION	1	\$133.32	\$133.32
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD (ROKU)	1	\$1,320.00	\$1,320.00
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER CARD (AUDIO EXTRACT)	1	\$1,320.00	\$1,320.00
	Audio Sources			
ATTERO TECH	2-GANG 4x2 CHANNEL DANTE AUDIO WALL PLATE	1	\$766.67	\$766.67
	Speakers			
CRESTRON	4" 2-WAY IN-CEILING SPEAKER ASSEMBLY, WHITE, EACH	8	\$102.67	\$821.36
SOUNDTUBE	30" CLEAR DOME DUAL PARABOLIC SPEAKER	3	\$474.89	\$1,424.67
SOUNDTUBE	DOME SPEAKER WALL MOUNT	3	\$124.80	\$374.40
SOUNDTUBE	IN-LINE POWER SUPPLY, 15V 3A	3	\$63.21	\$189.63
	System Control			
CRESTRON	5" WALL MOUNTED CONTROL TOUCH SCREEN, WHITE	1	\$1,096.00	\$1,096.00
			Subtotal	\$21,866.06



AVI-SPL LLC

Warranty; 3-months \$0.00

**Equipment Total** \$21,866.06

Installation Materials \$2,018.40 Professional Services \$27,717.65

Direct Costs \$0.00

**General & Administrative** \$835.84

Subtotal \$52,437.95

For informational purposes only – all Purchase Orders must match Investment Summary details.



#### **Room Summary - Recreation Center - Indoor Play**

## **Equipment List**

Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
	Recreation Center - Indoor Play (Room R1130)			
	Display			
AVISPL	ACRYLIC DISPLAY SCREEN PROTECTOR	1	\$293.33	\$293.33
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	1	\$1,518.67	\$1,518.67
LGE	55" 4K UHD DIGITAL SIGNAGE DISPLAY	1	\$1,353.33	\$1,353.33
PEERLESS	IN-WALL ENCLOSURE FOR 55" DISPLAY, SILVER	1	\$1,473.09	\$1,473.09
XANTECH	LCD PROOF DESIGNER IR EXTENDER DINKYLINK KIT	1	\$168.25	\$168.25
	Video Sources			
ROKU	STREAMING MEDIA PLAYER, ROKU ULTRA 4K DOLBY VISION	1	\$133.32	\$133.32
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD (ROKU)	1	\$1,320.00	\$1,320.00
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER CARD (AUDIO EXTRACT)	1	\$1,320.00	\$1,320.00
	Audio Sources			
ATTERO TECH	2-GANG DANTE AUDIO WALL PLATE W/BLUETOOTH	1	\$1,049.33	\$1,049.33
	<u>Speakers</u>			
BOSCH EV	8" HIGH CEILING 70V SPEAKER ASSEMBLY, PAIR	3	\$519.12	\$1,557.36
	System Control			
CRESTRON	5" WALL MOUNTED CONTROL TOUCH SCREEN, WHITE	1	\$1,096.00	\$1,096.00
			Subtotal	\$11,282.68

## **Room Support and Maintenance**

Warranty; 3-months \$0.00



Equipment Total \$11,282.68
Installation Materials \$1,041.48
Professional Services \$15,031.76

Direct Costs \$935.29

**General & Administrative** \$443.19

Subtotal \$28,734.40

For informational purposes only – all Purchase Orders must match Investment Summary details.



## **Room Summary - Recreation Center - Teen Room**

### **Equipment List**

Mfg	Description	Qty	Unit Price	Extended Price
	Recreation Center - Teen Room (Room R1210)			
	<u>Displays</u>			
AVISPL	ACRYLIC DISPLAY SCREEN PROTECTOR	4	\$293.33	\$1,173.32
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	4	\$1,518.67	\$6,074.68
LGE	55" 4K UHD DIGITAL SIGNAGE DISPLAY	4	\$1,353.33	\$5,413.32
PEERLESS		4		
	IN-WALL ENCLOSURE FOR 55" DISPLAY, SILVER	+ - +	\$1,473.09	\$5,892.36
XANTECH	LCD PROOF DESIGNER IR EXTENDER DINKYLINK KIT	4	\$168.25	\$673.00
	Video Sources			
ROKU	STREAMING MEDIA PLAYER, ROKU ULTRA 4K DOLBY VISION	1	\$133.32	\$133.32
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD (ROKU)	1	\$1,320.00	\$1,320.00
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER CARD (AUDIO EXTRACT)	1	\$1,320.00	\$1,320.00
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER	4	\$1,518.67	\$6,074.68
CRESTRON	2-GANG HDMI/USB-C AUTO SWITCHING WALL PLATE, WHITE	1	\$733.33	\$733.33
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD W/DM INPUT	1	\$1,393.33	\$1,393.33
MICROSOFT	DUAL BAY CHARGING STATION XBOX GAME CONTROLLER	2	\$91.44	\$182.88
MICROSOFT	RANGE EXTENDER KIT	2	\$200.00	\$400.00
MICROSOFT	XBOX SERIES GAMING CONSOLE W/1 CONTROLLER	2	\$814.61	\$1,629.22
MICROSOFT	WIRELESS CONTROLLER FOR XBOX ONE	2	\$79.99	\$159.98
SONY	PLAYSTATION 5 DUAL SENSE WIRELESS CONTROLLER	2	\$73.33	\$146.66
SONY	PLAYSTATION 5 GAMING CONSOLE W/1 CONTROLLER	2	\$666.65	\$1,333.30
SONY	DUAL BAY CHARGING STATION FOR SONY PS CONTROLLER	2	\$39.99	\$79.98
SONY	RANGE EXTENDER KIT	2	\$200.00	\$400.00
XANTECH	INFRARED CONTROL FLASHER	1	\$11.15	\$11.15
	Audio Sources			
ATTERO TECH	2-GANG 4x2 CHANNEL DANTE AUDIO WALL PLATE	1	\$766.67	\$766.67



Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
	<u>Speakers</u>			
CRESTRON	4" 2-WAY IN-CEILING SPEAKER ASSEMBLY, WHITE, EACH	6	\$102.67	\$616.02
SOUNDTUBE	30" CLEAR DOME DUAL PARABOLIC SPEAKER	4	\$474.89	\$1,899.56
SOUNDTUBE	DOME SPEAKER WALL MOUNT	4	\$124.80	\$499.20
SOUNDTUBE	IN-LINE POWER SUPPLY, 15V 3A	4	\$63.21	\$252.84
	<u>USB Extension</u>			
CRESTRON	USB OVER NETWORK WALL PLATE W/ROUTING, REMOTE, WHITE	4	\$624.00	\$2,496.00
	System Control			
CRESTRON	7" WALL MOUNTED CONTROL TOUCH SCREEN, WHITE	1	\$1,518.67	\$1,518.67
	AV Rack			
CYBER POWER	10 OUTLET 20AMP PDU	1	\$94.39	\$94.39
MIDDLE ATLANT	IC RACK ACC KIT	1	\$880.00	\$880.00
MIDDLE ATLANT	IC 21RU PORTABLE LOCKING RACK W/CASTERS	1	\$1,309.20	\$1,309.20
			Subtotal	\$44,877.06

Warranty; 3-months \$0.00

**Equipment Total** \$44,877.06

Installation Materials \$2,071.25

Professional Services \$33,598.82

Direct Costs \$0.00

**General & Administrative** \$1,552.51

Subtotal \$82,099.64

For informational purposes only - all Purchase Orders must match Investment Summary details.



## **Room Summary - Recreation Center - Art Room**

### **Equipment List**

Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
	Recreation Center - Art (Room R1120)			
	<u>Displays</u>			
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	1	\$1,518.67	\$1,518.67
LGE	65" 4K UHD DIGITAL SIGNAGE DISPLAY	1	\$1,433.33	\$1,433.33
PEERLESS	COMPONENT STORAGE PANEL	1	\$25.25	\$25.25
PEERLESS	UNIVERSAL TILT WALL MOUNT, LARGE	1	\$133.05	\$133.05
XANTECH	LCD PROOF DESIGNER IR EXTENDER DINKYLINK KIT	1	\$168.25	\$168.25
	Video Sources			
CRESTRON	2-GANG HDMI/USB-C AUTO SWITCHING WALL PLATE, WHITE	1	\$733.33	\$733.33
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD W/DM INPUT	1	\$1,393.33	\$1,393.33
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD (ROKU)	1	\$1,320.00	\$1,320.00
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER CARD (AUDIO EXTRACT)	1	\$1,320.00	\$1,320.00
ROKU	STREAMING MEDIA PLAYER, ROKU ULTRA 4K DOLBY VISION	1	\$133.32	\$133.32
	Audio Sources			
ATTERO TECH	2-GANG DANTE AUDIO WALL PLATE W/BLUETOOTH	1	\$1,049.33	\$1,049.33
	<u>Speakers</u>			
CRESTRON	4" 2-WAY IN-CEILING SPEAKER ASSEMBLY, WHITE, EACH	6	\$102.67	\$616.02
	System Control			
CRESTRON	5" WALL MOUNTED CONTROL TOUCH SCREEN, WHITE	1	\$1,096.00	\$1,096.00
			Subtotal	\$10,939.88



AVI-SPL LLC

Warranty; 3-months \$0.00

**Equipment Total** \$10,939.88 **Installation Materials** \$791.02

Professional Services \$17,272.35

Direct Costs \$0.00

**General & Administrative** \$446.64

Subtotal \$29,449.89

For informational purposes only – all Purchase Orders must match Investment Summary details.



#### Room Summary - Recreation Center - 2 Locker Rooms & Saunas

#### **Equipment List**

Mfg	Description	Qty	Unit Price	Extended Price
	Recreation Center - 2 Lockers and 2 Saunas			
	(R1225, R1220, R1285, R1290)			
	Audio Sources			
EXTRON	AUDIO SUMMING ADAPTOR	2	\$54.67	\$109.34
ATTERO TECH	2-GANG DANTE AUDIO WALL PLATE W/BLUETOOTH	2	\$1,049.33	\$2,098.66
SONOS	PORT WIRELESS STREAMING PROCESSOR	2	\$508.87	\$1,017.74
	<u>Speakers</u>			
CRESTRON	6.5" HIGH TEMPERATURE IN-CEILING SPEAKER, EACH	2	\$286.67	\$573.34
CRESTRON	6.5" SPEAKER FIRE RATED BACK BOX	2	\$110.67	\$221.34
SOUNDTUBE	3" 70V FULL RANGE ALL WEATHER IN-CEILING SPEAKER	4	\$91.73	\$366.92
SOUNDTUBE	PRE-CONSTRUCTIOIN RING	4	\$6.07	\$24.28
	System Control			
ATTERO TECH	SOUND CONTROL KEYPAD, WALL MOUNTED	2	\$542.67	\$1,085.34
			Subtotal	\$5,496.96

## **Room Support and Maintenance**

Warranty; 3-months \$0.00

Equipment Total \$5,496.96
Installation Materials \$507.42
Professional Services \$10,227.06

Direct Costs \$0.00

**General & Administrative** \$235.96

Subtotal \$16,467.40

For informational purposes only - all Purchase Orders must match Investment Summary details.



## **Room Summary - Recreation Center - 1st floor Fitness Room**

### **Equipment List**

Mfg	Description	Qty	Unit Price	Extended Price
	Recreation Center - 1st floor Fitness (Room R1305)			
	<u>Displays</u>			
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	2	\$1,518.67	\$3,037.34
LGE	75" 4K/UHD COMMERCIAL GRADE DISPLAY, 500 NITS 24/7	2	\$4,620.00	\$9,240.00
PEERLESS	ADAPTER, OFFSET UNISTRUT	1	\$23.51	\$23.51
PEERLESS	COMPONENT STORAGE PANEL	1	\$25.25	\$25.25
PEERLESS	VESA 600X400 ADAPTER	1	\$143.84	\$143.84
PEERLESS	10' - 12' ADJUSTABLE EXTENSION COLUMN, BLACK	1	\$181.11	\$181.11
PEERLESS	CEILING MOUNT WITH STORAGE COMPARTMENT	1	\$182.40	\$182.40
PEERLESS	UNIVERSAL TILT WALL MOUNT, LARGE	1	\$133.05	\$133.05
	Audio Sources			
EXTRON	AUDIO SUMMING ADAPTOR	1	\$54.67	\$54.67
ATTERO TECH	2-GANG 4x2 CHANNEL DANTE AUDIO WALL PLATE	1	\$766.67	\$766.67
SONOS	PORT WIRELESS STREAMING PROCESSOR	1	\$508.87	\$508.87
	<u>Speakers</u>			
BOSCH	10" SUBWOOFER IN-CEILING ASSEMBLY, WHITE, PAIR	2	\$491.76	\$983.52
CRESTRON	4" 2-WAY IN-CEILING SPEAKER ASSEMBLY, WHITE, EACH	12	\$102.67	\$1,232.04
CRESTRON	6.5" 2-WAY IN-CEILING SPEAKER ASSEMBLY, WHITE, EACH	12	\$169.33	\$2,031.96
	System Control			
CRESTRON	7" WALL MOUNTED CONTROL TOUCH SCREEN, WHITE	1	\$1,518.67	\$1,518.67
			Subtotal	\$20,062.90

# **Room Support and Maintenance**

Warranty; 3-months \$0.00



Equipment Total \$20,062.90

**Installation Materials** \$925.98

Professional Services \$25,665.29

**Direct Costs** \$1,960.30

**General & Administrative** \$2,604.05

Subtotal \$51,218.52

For informational purposes only – all Purchase Orders must match Investment Summary details.



## **Room Summary - Recreation Center - 2nd floor Fitness Track**

### **Equipment List**

Mfg	Description	Qty	Unit Price	Extended Price
	Recreation Center - 2nd floor Fitness Track (Room R2015)			
	Single Displays			
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	7	\$1,518.67	\$10,630.69
LGE	65" 4K UHD DIGITAL SIGNAGE DISPLAY	7	\$1,540.00	\$10,780.00
PEERLESS	COUPLER, 1 1/2" NPT	7	\$13.64	\$95.48
PEERLESS	ADAPTER, OFFSET UNISTRUT	7	\$23.51	\$164.57
PEERLESS	10' - 12' ADJUSTABLE EXTENSION COLUMN, BLACK	7	\$181.11	\$1,267.77
PEERLESS	CEILING MOUNT WITH STORAGE COMPARTMENT	7	\$182.40	\$1,276.80
PEERLESS	6' FIXED EXTENSION COLUMN, BLACK	7	\$67.15	\$470.05
	Triple Cluster Displays			
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	3	\$1,518.67	\$4,556.01
LGE	65" 4K UHD DIGITAL SIGNAGE DISPLAY	3	\$1,540.00	\$4,620.00
PEERLESS	COUPLER, 1 1/2" NPT	1	\$13.64	\$13.64
PEERLESS	COMPONENT STORAGE PANEL	3	\$25.25	\$75.75
PEERLESS	10' - 12' ADJUSTABLE EXTENSION COLUMN, BLACK	1	\$131.88	\$131.88
PEERLESS	UPPER CEILING MOUNT	1	\$80.05	\$80.05
PEERLESS	TRIPLE DISPLAY CEILING MOUNT, LARGE	1	\$1,437.51	\$1,437.51
PEERLESS	6' FIXED EXTENSION COLUMN, BLACK	1	\$67.15	\$67.15
	Audio Sources			
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	1	\$1,518.67	\$1,518.67
EXTRON	AUDIO SUMMING ADAPTOR	1	\$54.67	\$54.67
ATTERO TECH	2-GANG 4x2 CHANNEL DANTE AUDIO WALL PLATE	1	\$766.67	\$766.67
SONOS	PORT WIRELESS STREAMING PROCESSOR	1	\$508.87	\$508.87
	Speakers			
CRESTRON	4" 2-WAY IN-CEILING SPEAKER ASSEMBLY, WHITE, EACH	24	\$102.67	\$2,464.08



Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
CRESTRON	8" IN-CEILING SUBWOOFER, WHITE, EACH	4	\$366.67	\$1,466.68
JBL	48" LONG TILE SPEAKER BRIDGE RAIL, SET OF 12	5	\$234.76	\$1,173.80
	System Control			
CRESTRON	7" WALL MOUNTED CONTROL TOUCH SCREEN, WHITE	1	\$1,518.67	\$1,518.67
			Subtotal	\$45,139.46

Warranty; 3-months \$0.00

**Equipment Total** \$45,139.46

Installation Materials \$3,074.95

**Professional Services** \$45,859.41

Direct Costs \$0.00

**General & Administrative** \$2,844.41

Subtotal \$96,918.23

For informational purposes only – all Purchase Orders must match Investment Summary details.



## **Room Summary - Recreation Center - Large Multipurpose Room**

### **Equipment List**

Mfg	Description	Qty	Unit Price	Extended Price
	Recreation Center - Large Multipurpose Room (Room R1320)			
	Displays			
	<u>Dispinays</u>			
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	1	\$1,518.67	\$1,518.67
LG ELECTRONICS	86" 4K UHD DIGITAL SIGNAGE DISPLAY	1	\$4,340.00	\$4,340.00
PEERLESS	COMPONENT STORAGE PANEL	1	\$25.25	\$25.25
PEERLESS	UNIVERSAL TILT WALL MOUNT, EXTRA LARGE	1	\$166.76	\$166.76
	Video Sources			
CRESTRON	WIRELESS MEDIA GATEWAY	1	\$733.33	\$733.33
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD (AIR MEDIA)	1	\$1,320.00	\$1,320.00
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER CARD (AUDIO EXTRACT)	1	\$1,320.00	\$1,320.00
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD W/DM INPUT (WALL PLATE)	1	\$1,393.33	\$1,393.33
CRESTRON	2-GANG HDMI/USB-C AUTO SWITCHING WALL PLATE, WHITE	1	\$733.33	\$733.33
	Audio Sources			
ATTERO TECH	2-GANG DANTE AUDIO WALL PLATE W/BLUETOOTH	1	\$1,049.33	\$1,049.33
ATTERO TECH	2-GANG 4x2 CHANNEL DANTE AUDIO WALL PLATE	1	\$766.67	\$766.67
	<u>Speakers</u>			
BOSCH EV	8" HIGH CEILING 70V SPEAKER ASSEMBLY, PAIR	6	\$519.12	\$3,114.72
BOSCH EV	10" IN-CEILING SUBWOOFER, PAIR	1	\$491.76	\$491.76
	Wireless Microphones			
SHURE	BODYPACK WIRELESS TRANSMITTER, NO MICROPHONE	1	\$553.53	\$553.53
SHURE	HANDHELD WIRELESS TRANSMITTER W/SM58 MICROPHONE	1	\$540.87	\$540.87



Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
SHURE	2-CHANNEL WIRELESS MICROPHONE ACCESS POINT	1	\$1,294.53	\$1,294.53
SHURE	2-CHANNEL WIRELESS MICROPHONE NETWORKED CHARGING DOCK	1	\$576.33	\$576.33
SHURE	MICROFLEX CARDIOID LAVALIER MICROPHONE	1	\$114.00	\$114.00
	System Control			
CRESTRON	5" WALL MOUNTED CONTROL TOUCH SCREEN, WHITE	1	\$1,096.00	\$1,096.00
			Subtotal	\$21,148.41

Warranty; 3-months \$0.00

Equipment Total \$21,148.41

Installation Materials \$1,388.03

Professional Services \$21,109.41

Direct Costs \$935.29

**General & Administrative** \$1,215.67

Subtotal \$45,796.81

For informational purposes only – all Purchase Orders must match Investment Summary details.



## **Room Summary - Recreation Center - Medium Multipurpose Room**

#### **Equipment List**

Mfg	Description	Qty	Unit Price	Extended Price
	Recreation Center - Medium Multipurpose Room (Room R1350)			
	<u>Displays</u>			
AVISPL	UNIVERSAL DUAL SWING ARM WALL MOUNT, BLACK	1	\$266.65	\$266.65
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	1	\$1,518.67	\$1,518.67
LGE	75" 4K UHD DIGITAL SIGNAGE DISPLAY	1	\$1,353.33	\$1,353.33
PEERLESS	COMPONENT STORAGE PANEL	1	\$25.25	\$25.25
	Video Sources			
CRESTRON	WIRELESS MEDIA GATEWAY	1	\$733.33	\$733.33
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD (AIR MEDIA)	1	\$1,320.00	\$1,320.00
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER CARD (AUDIO EXTRACT)	1	\$1,320.00	\$1,320.00
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD W/DM INPUT (WALL PLATE)	1	\$1,393.33	\$1,393.33
CRESTRON	2-GANG HDMI/USB-C AUTO SWITCHING WALL PLATE, WHITE	1	\$733.33	\$733.33
	Audio Sources			
ATTERO TECH	2-GANG DANTE AUDIO WALL PLATE W/BLUETOOTH	1	\$1,049.33	\$1,049.33
ATTERO TECH	2-GANG 4x2 CHANNEL DANTE AUDIO WALL PLATE	1	\$766.67	\$766.67
	<u>Speakers</u>			
CRESTRON	4" 2-WAY IN-CEILING SPEAKER ASSEMBLY, WHITE, EACH	12	\$102.67	\$1,232.04
CRESTRON	8" IN-CEILING SUBWOOFER, WHITE, EACH	2	\$366.67	\$733.34
	Wireless Microphones			
SHURE	BODYPACK WIRELESS TRANSMITTER, NO MICROPHONE	1	\$553.53	\$553.53
SHURE	HANDHELD WIRELESS TRANSMITTER W/SM58 MICROPHONE	1	\$540.87	\$540.87



Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
SHURE	2-CHANNEL WIRELESS MICROPHONE ACCESS POINT	1	\$1,294.53	\$1,294.53
SHURE	2-CHANNEL WIRELESS MICROPHONE NETWORKED CHARGING DOCK	1	\$576.33	\$576.33
SHURE	MICROFLEX CARDIOID LAVALIER MICROPHONE	1	\$114.00	\$114.00
	System Control			
CRESTRON	5" WALL MOUNTED CONTROL TOUCH SCREEN, WHITE	1	\$1,096.00	\$1,096.00
			Subtotal	\$16,620.53

Warranty; 3-months \$0.00

Equipment Total \$16,620.53

Installation Materials \$1,277.36

Professional Services \$20,511.76

Direct Costs \$588.24

General & Administrative \$1,033.38

Subtotal \$40,031.27

For informational purposes only – all Purchase Orders must match Investment Summary details.



## **Room Summary - Recreation Center - Small Multipurpose Room**

## **Equipment List**

Mfg	Description	Qty	Unit Price	Extended Price
	Recreation Center - Small Multipurpose Room (Room R1355)			
	<u>Displays</u>			
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	1	\$1,518.67	\$1,518.67
LGE	75" 4K UHD DIGITAL SIGNAGE DISPLAY	1	\$1,353.33	\$1,353.33
PEERLESS	COMPONENT STORAGE PANEL	1	\$25.25	\$25.25
PEERLESS	UNIVERSAL TILT WALL MOUNT, LARGE	1	\$133.05	\$133.05
	Video Sources			
CRESTRON	WIRELESS MEDIA GATEWAY	1	\$733.33	\$733.33
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD (AIR MEDIA)	1	\$1,320.00	\$1,320.00
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER CARD (AUDIO EXTRACT)	1	\$1,320.00	\$1,320.00
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD W/DM INPUT (WALL PLATE)	1	\$1,393.33	\$1,393.33
CRESTRON	2-GANG HDMI/USB-C AUTO SWITCHING WALL PLATE, WHITE	1	\$733.33	\$733.33
	Audio Sources			
ATTERO TECH	2-GANG DANTE AUDIO WALL PLATE W/BLUETOOTH	1	\$1,049.33	\$1,049.33
ATTERO TECH	2-GANG 4x2 CHANNEL DANTE AUDIO WALL PLATE	1	\$766.67	\$766.67
	<u>Speakers</u>			
BOSCH EV	8" HIGH CEILING 70V SPEAKER ASSEMBLY, PAIR	4	\$519.12	\$2,076.48
BOSCH EV	10" IN-CEILING SUBWOOFER, PAIR	1	\$491.76	\$491.76
	Wireless Microphones			
SHURE	BODYPACK WIRELESS TRANSMITTER, NO MICROPHONE	1	\$553.53	\$553.53
SHURE	HANDHELD WIRELESS TRANSMITTER W/SM58 MICROPHONE	1	\$540.87	\$540.87



Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
SHURE	2-CHANNEL WIRELESS MICROPHONE ACCESS POINT	1	\$1,294.53	\$1,294.53
SHURE	2-CHANNEL WIRELESS MICROPHONE NETWORKED CHARGING DOCK	1	\$576.33	\$576.33
SHURE	MICROFLEX CARDIOID LAVALIER MICROPHONE	1	\$114.00	\$114.00
	System Control			
CRESTRON	5" WALL MOUNTED CONTROL TOUCH SCREEN, WHITE	1	\$1,096.00	\$1,096.00
			Subtotal	\$17,089.79

### **Room Support and Maintenance**

Warranty; 3-months \$0.00

Equipment Total \$17,089.79
Installation Materials \$1,077.11
Professional Services \$19,300.59
Direct Costs \$935.29

**General & Administrative** \$923.31

Subtotal \$39,326.09

For informational purposes only – all Purchase Orders must match Investment Summary details.



## Room Summary - Recreation Center - Gym / 2 Courts

## **Equipment List**

Description	Qty	Unit Price	<b>Extended Price</b>
Recreation Center - 2-Court Gym (Room R1310)			
Audio Sources			
AUDIO SUMMING ADAPTOR	2	\$54.67	\$109.34
2-GANG DANTE AUDIO WALL PLATE W/BLUETOOTH	2		\$2,098.66
	2		\$1,533.34
PORT WIRELESS STREAMING PROCESSOR	2	\$508.87	\$1,017.74
<u>Speakers</u>			
FULL RANGE 2-WAY 12" SPEAKER, GREY 60 X 60	14	\$1,866.67	\$26,133.38
FULL RANGE 3-WAY 8" SPEAKER, GREY 90 X 60	6	\$700.00	\$4,200.00
Amplifiers			
2-CHANNEL 700W POWER AMPLIFIER, 4OHM, 70V	1	\$2,090.67	\$2,090.67
4-CHANNEL 700W POWER AMPLIFIER, 40HM, 70V	1	\$2,786.67	\$2,786.67
4-CHANNEL 1500W POWER AMPLIFIER, 4OHM, 70V, DANTE	4	\$4,800.00	\$19,200.00
Wireless Microphones			
45-DEGREE EXTENSION TUBE MOUNT	2	\$22.17	\$44.34
HEAVY DUTY ANTENNA MOUNTING FLANGE, BLACK	2	\$12.67	\$25.34
RECHARGABLE BATTERIE FOR MICROPHONE	4	\$101.33	\$405.32
DUAL DOCKING CHARGER W/OUT POWER SUPPLY	1	\$184.93	\$184.93
DUAL DOCKING CHARGER W/POWER SUPPLY	1	\$233.07	\$233.07
ACTIVE DIRECTIONAL ANTENNA W/GAIN SWITCH 470-698 MHz	2	\$358.47	\$716.94
DIGITAL WIRELESS MICROPHONE TRANSMITTER BODYPACK	2	\$502.87	\$1,005.74
DIGITAL WIRELESS MICROPHONE TRANSMITTER HANDHELD	2	\$633.33	\$1,266.66
MICROFLEX CARDIOID LAVALIER MICROPHONE	2	\$114.00	\$228.00
4-CHANNEL DIGITAL WIRELESS MICROPHONE RECEIVER	1	\$5,721.53	\$5,721.53
	Recreation Center - 2-Court Gym (Room R1310)  Audio Sources  AUDIO SUMMING ADAPTOR 2-GANG DANTE AUDIO WALL PLATE W/BLUETOOTH 2-GANG 4x2 CHANNEL DANTE AUDIO WALL PLATE PORT WIRELESS STREAMING PROCESSOR  Speakers  FULL RANGE 2-WAY 12" SPEAKER, GREY 60 X 60 FULL RANGE 3-WAY 8" SPEAKER, GREY 90 X 60  Amplifiers  2-CHANNEL 700W POWER AMPLIFIER, 40HM, 70V 4-CHANNEL 700W POWER AMPLIFIER, 40HM, 70V 4-CHANNEL 1500W POWER AMPLIFIER, 40HM, 70V, DANTE  Wireless Microphones  45-DEGREE EXTENSION TUBE MOUNT HEAVY DUTY ANTENNA MOUNTING FLANGE, BLACK RECHARGABLE BATTERIE FOR MICROPHONE DUAL DOCKING CHARGER W/OUT POWER SUPPLY DUAL DOCKING CHARGER W/DOWER SUPPLY ACTIVE DIRECTIONAL ANTENNA W/GAIN SWITCH 470-698 MHz DIGITAL WIRELESS MICROPHONE TRANSMITTER BODYPACK DIGITAL WIRELESS MICROPHONE TRANSMITTER HANDHELD MICROFLEX CARDIOID LAVALIER MICROPHONE	Recreation Center - 2-Court Gym (Room R1310)  Audio Sources  AUDIO SUMMING ADAPTOR 2 2-GANG DANTE AUDIO WALL PLATE W/BLUETOOTH 2 2-GANG 4x2 CHANNEL DANTE AUDIO WALL PLATE 2 PORT WIRELESS STREAMING PROCESSOR 2 5-PORT WIRELESS STREAMING PROCESSOR 2 5-PORT WIRELESS STREAMING PROCESSOR 3 5-PORT WIRELESS STREAMING PROCESSOR 4 FULL RANGE 2-WAY 12" SPEAKER, GREY 60 X 60 4 FULL RANGE 3-WAY 8" SPEAKER, GREY 90 X 60 4 FULL RANGE 3-WAY 8" SPEAKER, GREY 90 X 60 4 CHANNEL 700W POWER AMPLIFIER, 40HM, 70V 4 -CHANNEL 700W POWER AMPLIFIER, 40HM, 70V 4 -CHANNEL 1500W POWER AMPLIFIER, 40HM, 70V, DANTE 4 WIRELESS MICROPHONE 4 S-DEGREE EXTENSION TUBE MOUNT 4 HEAVY DUTY ANTENNA MOUNTING FLANGE, BLACK 2 RECHARGABLE BATTERIE FOR MICROPHONE 4 DUAL DOCKING CHARGER W/OUT POWER SUPPLY 5 DUAL DOCKING CHARGER W/OWER SUPPLY 5 DUAL DOCKING CHARGER W/POWER SUPPLY 6 DUAL DOCKING CHARGER W/POWER SUPPLY 7 DUAL DOCKING CHARGER W/POWER SUPPLY 8 DUAL DOCKING CHARGER W/POWER SUPPLY 9 DUAL DOCKING CHARGER W/POWER SUPPLY 1 DUAL DOCKING CHARGER W/POWER SUPPLY 2 DIGITAL WIRELESS MICROPHONE TRANSMITTER BODYPACK 3 DIGITAL WIRELESS MICROPHONE TRANSMITTER HANDHELD 4 MICROFLEX CARDIOID LAVALIER MICROPHONE 5 DIGITAL WIRELESS MICROPHONE TRANSMITTER HANDHELD 5 MICROFLEX CARDIOID LAVALIER MICROPHONE 5 DIGITAL WIRELESS MICROPHONE TRANSMITTER HANDHELD 5 MICROFLEX CARDIOID LAVALIER MICROPHONE 5 DIGITAL WIRELESS MICROPHONE TRANSMITTER HANDHELD 5 MICROFLEX CARDIOID LAVALIER MICROPHONE	Recreation Center - 2-Court Gym (Room R1310)  Audio Sources  AUDIO SUMMING ADAPTOR 2 \$54.67 2-GANG DANTE AUDIO WALL PLATE W/BLUETOOTH 2 \$1,049.33 2-GANG 4x2 CHANNEL DANTE AUDIO WALL PLATE 2 \$766.67 PORT WIRELESS STREAMING PROCESSOR 2 \$508.87  Speakers  FULL RANGE 2-WAY 12" SPEAKER, GREY 60 X 60 14 \$1,866.67 FULL RANGE 3-WAY 8" SPEAKER, GREY 90 X 60 6 \$700.00  Amplifiers  2-CHANNEL 700W POWER AMPLIFIER, 40HM, 70V 1 \$2,090.67 4-CHANNEL 700W POWER AMPLIFIER, 40HM, 70V 1 \$2,786.67 4-CHANNEL 1500W POWER AMPLIFIER, 40HM, 70V, DANTE 4 \$4,800.00  Wireless Microphones  45-DEGREE EXTENSION TUBE MOUNT 2 \$12.67 RECHARGABLE BATTERIE FOR MICROPHONE 4 \$101.33 DUAL DOCKING CHARGER W/OUT POWER SUPPLY 1 \$184.93 DUAL DOCKING CHARGER W/OUT POWER SUPPLY 1 \$233.07 ACTIVE DIRECTIONAL ANTENNA W/GAIN SWITCH 470-698 MHz 2 \$358.47 DIGITAL WIRELESS MICROPHONE TRANSMITTER BODYPACK 2 \$502.87 DIGITAL WIRELESS MICROPHONE TRANSMITTER BODYPACK 2 \$533.33 MICROFLEX CARDIOID LAVALIER MICROPHONE 2 \$111.00



Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
	Infrastructure			
AVISPL	12GA 10' HALF SLOT (9/16" X 1 1/8"SLOT) UNISTRUT	34	\$113.47	\$3,857.98
LEGRAND	8-GANG FLOOR BOX, ON-GRADE	2	\$452.28	\$904.56
LEGRAND	SURFACE STYLE COVER WITH SOLID LID, DIECAST ALUMINUM	2	\$575.64	\$1,151.28
	System Control			
AVISPL	LOCKABLE PROTECTIVE CASE FOR 7" TOUCHPANEL	1	\$222.76	\$222.76
QSC	7" CONTROL TOUCH PANEL, WALL MOUNTED, BLACK	1	\$1,524.00	\$1,524.00
QSC	5" TABLETOP CONTROL TOUCH PANEL, BLACK	1	\$1,197.33	\$1,197.33
QSC	5" CONTROL TOUCH SCREEN TABLETOP HOUSING	1	\$218.67	\$218.67
RAPCO	25' HEAVY DUTY DURACAT CATSE CABLE	1	\$30.68	\$30.68
			Subtotal	\$78,108.93

### **Room Support and Maintenance**

Warranty; 3-months \$0.00

Equipment Total \$78,108.93

Installation Materials \$9,311.07

Professional Services \$54,769.41

Direct Costs \$5,029.41

General & Administrative \$2,727.75

Subtotal \$149,946.57

For informational purposes only – all Purchase Orders must match Investment Summary details.



### **Room Summary - Recreation Center - 2nd floor Terrace Cafe**

### **Equipment List**

Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
	Recreation Center - 2nd floor Terrace Café			
	Audio Sources			
EXTRON	AUDIO SUMMING ADAPTER	1	\$54.67	\$54.67
ATTERO TECH	2-GANG DANTE AUDIO WALL PLATE W/BLUETOOTH	1	\$1,049.33	\$1,049.33
SONOS	PORT WIRELESS STREAMING PROCESSOR	1	\$508.87	\$508.87
	Speakers			
CRESTRON	6.5" OUTDOOR SPEAKER ASSEMBLY, EACH, WHITE	6	\$200.00	\$1,200.00
CRESTRON	PRE-CONSTRUCTION WALL BRACKET, WHITE	6	\$46.67	\$280.02
	System Control			
CRESTRON	5" WALL MOUNTED CONTROL TOUCH SCREEN, WHITE	1	\$1,096.00	\$1,096.00
			Subtotal	\$4,188.89

### **Room Support and Maintenance**

Warranty; 3-months \$0.00

**Equipment Total** \$4,188.89

Installation Materials \$511.25

Professional Services \$10,707.06

Direct Costs \$0.00

**General & Administrative** \$214.39

Subtotal \$15,621.59

For informational purposes only – all Purchase Orders must match Investment Summary details.



## **Room Summary - Recreation Center - Conference Room**

### **Equipment List**

Mfg	Description	Qty	Unit Price	Extended Price
	Recreation Center - Conference Room (R1370)			
	Displays			
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	2	\$1,518.67	\$3,037.34
LGE	65" 4K/UHD 500 NITS 24/7 COMMERCIAL GRADE DISPLAY	2	\$2,080.00	\$4,160.00
PEERLESS	COMPONENT STORAGE PANEL	2	\$25.25	\$50.50
PEERLESS	UNIVERSAL TILT WALL MOUNT, LARGE	2	\$116.21	\$232.42
	Video Sources			
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER	2	\$1,518.67	\$3,037.34
LIGHTWARE	4X2 HDMI/USB MATRIX SWITCHER	1	\$2,166.67	\$2,166.67
OFE	CABLE CUBBY WITH HDMI CONNECTIVITY	2	\$0.00	\$0.00
OFE	ROOM CONFERENCING PC WITH 2 HDMI OUTPUTS	1	\$0.00	\$0.00
	(INCLUDES WIRELESS KEYBOARD AND MOUSE)			
	Video Conferencing			
AVPRO EDGE	USB 2.0 EXTENSION KIT	1	\$423.87	\$423.87
JABRA	VIDEO CONFERENCING BAR W/4K PANORAMIC CAMERA	1	\$1,392.31	\$1,392.31
JABRA	VIDEO CONFERENCING BAR WALL MOUNT	1	\$43.29	\$43.29
	<u>Speakers</u>			
CRESTRON	4" 2-WAY IN-CEILING SPEAKER ASSEMBLY, WHITE, EACH	4	\$102.67	\$410.68
	System Control			
ATLONA	DUAL-TECHNOLOGY VACANCY SENSOR, POE	1	\$222.67	\$222.67
CRESTRON	7" TABLETOP CONTROL TOUCH SCREEN, BLACK	1	\$1,686.67	\$1,686.67
		•	Subtotal	\$16,863.76



### **Room Support and Maintenance**

AVI-SPL LLC

Warranty; 3-months \$0.00

**Equipment Total** \$16,863.76

Installation Materials \$1,118.95 Professional Services \$16,921.76

Direct Costs \$0.00

**General & Administrative** \$600.44

Subtotal \$35,504.91

For informational purposes only – all Purchase Orders must match Investment Summary details.



## Room Summary - Recreation Center - Conference Room IDF R1420

## **Equipment List**

Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
	Recreation Center - Conference Room IDF (R1420)			
	AV Rack			
OFE	FLOOR STANDING RACK	1	\$0.00	\$0.00
MIDDLE ATLANT	IC RACK ACCESSORIES KIT	1	\$666.67	\$666.67
CYBER POWER	10 OUTLET 20AMP PDU	1	\$94.39	\$94.39
	<u>Video</u>			
CRESTRON	WIRELESS MEDIA GATEWAY	1	\$733.33	\$733.33
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER	1	\$1,518.67	\$1,518.67
	Audio			
CRESTRON	70V POWER AMPLIFIER	1	\$586.67	\$586.67
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	1	\$1,518.67	\$1,518.67
QSC	AEC DSP	1	\$2,320.00	\$2,320.00
	Control			
CRESTRON	SYSTEM CONTROL PROCESSOR	1	\$733.33	\$733.33
			Subtotal	\$8,171.73

## **Room Support and Maintenance**

Warranty; 3-months \$0.00



**Equipment Total** \$8,171.73

**Installation Materials** \$789.02

**Professional Services** \$4,388.82

Direct Costs \$0.00

**General & Administrative** \$243.49

Subtotal \$13,593.06

For informational purposes only – all Purchase Orders must match Investment Summary details.



## Room Summary - Recreation Center - MP Room & Gym IDF R1325

## **Equipment List**

Mfg	Description	Qty	Unit Price	Extended Price
	Recreation Center - MP Room & Gym IDF R1325			
	AV Rack			
OFE	FLOOR STANDING RACK	1	\$0.00	\$0.00
MIDDLE ATLANT	IC RACK ACCESSORIES KIT	1	\$1,326.67	\$1,326.67
CYBER POWER	10 OUTLET 20AMP PDU	1	\$94.39	\$94.39
	<u>Video</u>			
CRESTRON	NVX CARD CHASSIS W/8 SLOTS	2	\$1,466.67	\$2,933.34
	Audio			
CRESTRON	70V POWER AMPLIFIER	4	\$586.67	\$2,346.68
QSC	AEC DSP	1	\$3,333.33	\$3,333.33
QSC	32X32 DANTE Q-SYS SOFTWARE LICENSE, PERPETUAL	1	\$736.00	\$736.00
	Control			
CRESTRON	SYSTEM CONTROL PROCESSOR	1	\$2,053.33	\$2,053.33
			Subtotal	\$12,823.74

### **Room Support and Maintenance**

Warranty; 3-months \$0.00

AVI-SPL LLC



**Equipment Total** \$12,823.74

**Installation Materials** \$989.07

Professional Services \$4,678.82

**Direct Costs** \$3,407.06

**General & Administrative** \$366.63

Subtotal \$22,265.32

For informational purposes only – all Purchase Orders must match Investment Summary details.



## **Room Summary - Recreation Center - MDF**

### **Equipment List**

Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
	Recreation Center - MDF R2025			
	AV Rack			
CYBER POWER	10 OUTLET 20AMP PDU	5	\$94.39	\$471.95
	RACK ACCESSORIES KIT	5	\$1,326.67	\$6,633.35
	20 OUTLETS POWER STRIP W/9' CORD	5	\$240.00	\$1,200.00
OFE ATLANTIC	FLOOR STANDING RACK	5	\$0.00	\$1,200.00
	1 LOOK STANDING WEEK	3	φ0.00	70.00
	<u>Video</u>			
BLACK MAGIC	AUDIO RACK MONITOR	2	\$1,317.33	\$2,634.66
BLACK MAGIC	15.6" 4K/UHD SMARTVIEW RACK MONITOR 1x for Lobby Videowall, 1x as NVX endpoint	2	\$1,061.33	\$2,122.66
CRESTRON	NVX CARD CHASSIS W/8 SLOTS 7x cards for Divisible Room, 2x for Kitchen, 2x Lobby, 5x Silver Room, 2x Child Watch, 2X Indoor Play 3x Teen Room, 3x Art Room	4	\$1,466.67	\$5,866.68
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD	2	\$1,320.00	\$2,640.00
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER CARD	2	\$1,320.00	\$2,640.00
DECIMATOR DESIGN	HDMI/SDI BI-DIRCTIONAL CONVERTER	2	\$125.63	\$251.26
	<u>Audio</u>			
CRESTRON	70V POWER AMPLIFIER (2x Divisible Room-12C shared with Kitchen-2C, 1x Lobby-16C, 1x for Silver Room-12C, 1x Child Watch-8C, 1x Indoor Play-6C, 1x shared between Teen Room-6C and Art Room-6C, 2x 1st Florr Fitness-24C+4C, 2x 2nd Floor Fitness-24C+4C , 1x Terrace Cafe-5W, 1x Child Watch-3P, 1x Teen Room-4P, 1x Changing Areas-6C, 2x Large MP Room-12C+2C, 2x Medium MP Room-12C+2C, 1x Small MP Room-8C+2C, 1x Conference Room-6C)	22	\$586.67	\$12,906.74
QSC	AEC DSP  1x for Divisible Room and Kitchen, 1x for Lobby and Silver Room, 1x for Child Watch and Indoor Play, 1x Teen Room, Art Room, Changing Areas, 1x Fitness Rooms, 1x Two-Court Gym	6	\$3,333.33	\$19,999.98
QSC	Q-SYS CORE DSP W/8 LOCAL AUDIO I/O CHANNELS	1	\$2,320.00	\$2,320.00



Mfg	Description	Qty	Unit Price	Extended Price
	(Terrace Cafe)			
QSC	16x16 DANTE Q-SYS SOFTWARE LICENSE, PERPETUAL	1	\$448.00	\$448.00
QSC	32x32 DANTE Q-SYS SOFTWARE LICENSE, PERPETUAL	6	\$736.00	\$4,416.00
QSC	Q-SYS UCI DEPLOYMENT SOFTWARE LICENSE, CORE110F, PERPETUAL	6	\$179.33	\$1,075.98
WILLIAMS AV	WAVECAST 8-CHANNEL AUDIO OVER WI-FI STREAMER	1	\$3,245.67	\$3,245.67
	Control			
CRESTRON	SYSTEM CONTROL PROCESSOR  1x Divisible Room, Kitchen, Lobby, Cafe, 1x Silver Room, Child Watch, Indoor Play, Teen Room, 1x Art Room, Changing Areas, 1x Fitness Rooms, Two-Court Gym, 1x for PA System, 1x for Processor Intercommunication	7	\$2,053.33	\$14,373.31
CRESTRON	10" SURFACE MOUNTED CONTROL TOUCH SCREEN, BLACK	1	\$2,258.66	\$2,258.66
CRESTRON	RACK MOUNT KIT 10" CONTROL TOUCH SCREEN	1	\$146.67	\$146.67
	Network			
OFE	CLIENT NETWORK INFRASTRUCTURE FOR ALL AV DEVICES	1	\$0.00	\$0.00
			Subtotal	\$85,651.57

### **Room Support and Maintenance**

Warranty; 3-months \$0.00

<b>Equipment Total</b>	\$85,651.57
<b>Installation Materials</b>	\$4,254.02
<b>Professional Services</b>	\$25,221.18
<b>Direct Costs</b>	\$0.00
<b>General &amp; Administrative</b>	\$2,454.31

Subtotal \$117,581.08

For informational purposes only – all Purchase Orders must match Investment Summary details.



## **Room Summary - Amphitheater - All Systems**

## **Equipment List**

Mfg	Description	Qty	Unit Price	Extended Price
	Amphitheater - AV Infrastructure			
	Audio Racks			
CYBER POWER	SMART UPS 2200VA W/LCD, 2RU	4	\$900.79	\$3,603.16
MIDDLE ATLANTIC	MEP RACK ACCESSORIES KIT MEP (Room 2B16)	2	\$1,500.00	\$3,000.00
MIDDLE ATLANTIC	AUDIO CONTROL RACK ACCESSORIES KIT Audio Control Booth	1	\$800.00	\$800.00
	CAT6A Patch Panels			
BLACK BOX	CAT6A SHIELDED FEED-THROUGH 24-PORT PATCH PANEL, 1U	2	\$294.75	\$589.50
COMPREHENSIVE	1' CAT6A SHEILDED PATCH CABLE, BLUE	24	\$8.43	\$202.32
COMPREHENSIVE	3' CAT6A SHEILDED PATCH CABLE, BLUE	24	\$9.16	\$219.84
	Fiber Patch Panel			
AVISPL	CMX-OPRBX-12 24-PORT ST-ST SINGLE MODE SIMPLEX FIBER OPTIC	2	\$430.17	\$860.34
AVISPL	SMD9-ST-ST-001 9/125 FIBER OPTIC SINGLE MODE PATCH CABLE	24	\$15.57	\$373.68
CORNING	UNICAM ST SM 0S2 CONNECTOR, BLUE, PACK OF 25	3	\$512.00	\$1,536.00
	Bittree Patch Panel			
BITTREE INC.	MATING HARDWARE, REPLACEMENT 93 E3M, 288 EPIN	3	\$81.20	\$243.60
BITTREE INC.	PATCHBAY, 2X48 2RU, B96DC-FNSST/E3 M2OU12B	3	\$1,675.00	\$5,025.00
BITTREE INC.	2' PATCH CORD, TT NICKEL, BLACK	124	\$19.60	\$2,430.40
BITTREE INC.	VIDEO PATCH CORD HOLDER, BLACK	4	\$38.00	\$152.00
	SDI Patch Panel and Cords			
CANARE	PATCH BAY, 2RU 12G A/V BNC PANEL 32 BCJJRK STA	2	\$500.80	\$1,001.60
CANARE CABLE	3' BNC-BNC LV-61S BCP-C4B PATCH CORD	32	\$17.95	\$574.40
POMONA	TEST LEAD HOLDER	6	\$34.60	\$207.60



Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
ELECTRONICS				
	Speaker Patch Bay			
PENN ELCOM	16-SLOT PANEL W/16 x NL4 SPEAKON CONNECTORS, 2RU	2	\$435.57	\$871.14
WHIRLWIND	3' NL4 - NL4 CABLE	22	\$34.11	\$750.42
	<u>Headphones</u>			
SONY	FOLDABLE HEADPHONES W/LARGE DIAPHRAGM	2	\$108.68	\$217.36
	Cables, Couplers and Adapters			
JENSEN	DUAL CHANNEL LINE INPUT TRANSFORMER	1	\$260.00	\$260.00
LEX	1' RJ45 TO ETHERCON ADAPTER CABLE	6	\$56.35	\$338.10
NEUTRIK	RJ45 FEED THROUGH COUPLER	6	\$21.32	\$127.92
PROCO	100' NEUTRIK ETHERCON TO RJ45 DURASHIELD CAT6 CABLE	1	\$350.73	\$350.73
WHIRLWIND	50' SNAKE BOX TO FAN W/6 LOW PROFILE XLR	1	\$300.59	\$300.59
WHIRLWIND	100' SNAKE BOX TO FAN W/6 LOW PROFILE XLR	1	\$313.64	\$313.64
WHIRLWIND	10' ADAPTER CABLE W/1/8" TRS MALE TO DUAL 1/4" TS MALE	4	\$8.67	\$34.68
	Stage Floor Boxes, Plates and Panels			
AVISPL	CUSTOM ENGRAVED PLATES AND PANELS	11	\$460.00	\$5,060.00
CUBS SYSTEMS	STAGE FLOOR BOX W/CABLE ACCESS LOAD COVER	9	\$3,814.67	\$34,332.03
	Bulk Cable			
ADI	22-2 MICROPHONE CABLE, DIRECT BURIAL	15000	\$0.53	\$7,950.00
ADI	OS2 6F OFNR BLACK SM FIBER	3000	\$0.27	\$810.00
ADI	2RG6U HDSDI SMP CABLE, BLACK	4000	\$0.91	\$3,640.00
ADI	2 #12 PVC FRPVC BURIAL CABLE	6000	\$1.27	\$7,620.00
ADI	CAT6A SHIELDED UNDERGROUND CABLE	10000	\$1.03	\$10,300.00
ADI	RF400 WIRELESS 50 OHM COAX WB	2000	\$1.25	\$2,500.00
	Amphitheater - AV System			
	Audio Headend			



Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
QSC	AEC DSP W/CARD CHASSIS	1	\$7,733.33	\$7,733.33
QSC	Q-SYS CORE 510 UCI DEPLOYMENT SOFTWARE LICENSE, PERPETUAL	1	\$461.33	\$461.33
QSC	128x128 CHANNEL Q-SYS DANTE SOFTWARE LICENSE, PERPETUAL	1	\$2,780.00	\$2,780.00
QSC	Q-SYS DANTE BRDIGE CARD, 64X64	2	\$1,733.33	\$3,466.66
	Mixing Console			
APPLE	SILICONE CASE FOR IPAD PRO, GRAY	1	\$90.93	\$90.93
APPLE	11" iPAD PRO WIFI 64GB, SILVER	1	\$1,065.33	\$1,065.33
FURMAN	POWER CONDITIONER W/DUAL PULL OUT RACK LIGHTS & DIMMER	2	\$110.89	\$221.78
GATOR CASE	6RU 19" DEEP PE RACK CASE W/HANDLES & WHEELS	2	\$261.04	\$522.08
NEUTRIK	RJ45 FEEDTHROUGH RIGID COUPLER	2	\$21.32	\$42.64
PROCO	50' ETHERCON CABLE	4	\$61.39	\$245.56
PRO-X	HEAVY-DUTY FLIGHT CASE, W/DOGHOUSE AND WHEELS FOR QL1	1	\$556.96	\$556.96
TMB ASSOCIATES	STANDARD EZ-TILT CONSOLE TIPPER PORTABLE MIXER TABLE	1	\$1,073.33	\$1,073.33
YAMAHA	18" GOOSENECK LED LIGHT FOR AUDIO CONSOLE	1	\$92.53	\$92.53
YAMAHA	DIGITAL MIXER CONSOLE W/16 FADERS + 2 MASTER FADRERS	1	\$8,852.40	\$8,852.40
YAMAHA	16-IN/8-OUT CL-SERIES DANTE I/O RACK CONSOLE 2 Portable Stage boxes, 1 rack stagebox	3	\$5,287.07	\$15,861.21
	<u>Audio Sources</u>			
ATTERO TECH	2-GANG DANTE AUDIO WALL PLATE W/BLUETOOTH	1	\$1,049.33	\$1,049.33
EXTRON	AUDIO SUMMING ADAPTOR	1	\$54.67	\$54.67
SONOS	PORT WIRELESS STREAMING PROCESSOR	1	\$508.87	\$508.87
TASCAM	DANTE INTERFACE CARD, 2 IN/OUT	1	\$534.67	\$534.67
TASCAM	SOLID STATE CD/MEDIA RECORDER W/NETWORK PORT	1	\$1,284.00	\$1,284.00
	Audio Accessories			
AVISPL	MICROPHONE AND STAND KIT, LOT	1	\$4,665.33	\$4,665.33
GATOR CASE	ATA WOOD FLIGHT CASE FOR 15 MICS AND CABLE STORAGE	1	\$176.83	\$176.83
KONIG & MEYER	HEAVY DUTY TRIPOD W/18-30" BOOM ARM, BLACK	8	\$86.25	\$690.00
RADIAL ENGINEERING	USB PRO IO INTERFACE	1	\$261.32	\$261.32
SHURE	CARDIOID DYNAMIC MICROPHONE, WIRED	8	\$101.33	\$810.64
WHIRLWIND	DIRECTOR DI BOX	4	\$87.75	\$351.00
WHIRLWIND	2 CHANNEL DIRECT BOX	2	\$156.99	\$313.98
WHIRLWIND	PREMIUM DIRECT BOX W/JENSEN TRANSFORMER	1	\$224.28	\$224.28



Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
WHIRLWIND	6' XLRF TO XLRM ACCUSONIC CABLE	8	\$34.52	\$276.16
WHIRLWIND	100' XLRF TO XLRM ACCUSONIC CABLE	4	\$121.09	\$484.36
WHIRLWIND	10' XLRF TO XLRM ACCUSONIC CABLE	8	\$38.13	\$305.04
WHIRLWIND	25' XLRF TO XLRM ACCUSONIC CABLE	8	\$46.27	\$370.16
WHIRLWIND	50' XLRF TO XLRM ACCUSONIC CABLE	6	\$69.85	\$419.10
	Wireless Microphones			
ATLAS EID	MIC MOUNTING FLANGE ADAPTOR	2	\$8.68	\$17.36
ATLAS EID	90 DEGREE ANGLE MIC MOUNTING EXTENSION TUBE, BLACK	2	\$22.17	\$44.34
COUNTRYMAN ASSOCIATES	FLEX DIRECTIONAL MICROPHONE	2	\$441.33	\$882.66
CROWN	HEAD WORN MICROPHONE, XLR VERSION	1	\$369.92	\$369.92
SHURE	100' UHF ANTENNA CABLE	4	\$244.47	\$977.88
SHURE	ANTENNA AMPLIFIER FOR INLINE REMOTE ANTENNA MOUNTING	2	\$158.33	\$316.66
SHURE	1/2 WAVE OMNI ANTENNA, 470-1100MHZ	2	\$272.33	\$544.66
SHURE	DIGITAL WIRELESS MICROPHONE TRANSMITTER BODYPACK	4	\$502.87	\$2,011.48
SHURE	DIGITAL WIRELESS MICROPHONE TRANSMITTER HANDHELD	4	\$539.60	\$2,158.40
SHURE	4-CHANNEL DIGITAL WIRELESS MICROPHONE RECEIVER	2	\$5,721.53	\$11,443.06
SHURE	MICROFLEX CARDIOID LAVALIER MICROPHONE	4	\$114.00	\$456.00
SHURE	RECHARGABLE BATTERIE FOR MICROPHONE	8	\$101.33	\$810.64
SHURE	DUAL DOCKING CHARGER W/OUT POWER SUPPLY	2	\$184.93	\$369.86
SHURE	DUAL DOCKING CHARGER W/POWER SUPPLY	2	\$233.07	\$466.14
	Assistive Listening System			
WILLIAMS	WaveCAST SINGLE CHANNEL AUDIO STREAMER	1	\$1,118.00	\$1,118.00
	Spare Parts			
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER/DECODER	2	\$1,518.67	\$3,037.34
	Amphitheater - Speaker System			
	<u>Speakers</u>			
JBL	2-WAY FULL RANGE LOUDSPEAKER	2	\$2,034.12	\$4,068.24
JBL	8" 2-WAY 400W SPEAKER LINE ARRAY	6	\$1,497.03	\$8,982.18
JBL	DUAL 8" COMPACT LINE ARRAY SPEAKER W/110° DISPERSION	20	\$4,720.27	\$94,405.40



Mfg	Description	Qty	Unit Price	Extended Price
JBL	MOUNT FOR VTX A8 ARRAY FRAME	2	\$3,543.13	\$7,086.26
JBL	RIGGING SUSPENSION BAR	2	\$839.16	\$1,678.32
JBL	VTX A8 VERTICAL TRANSPORTER	5	\$1,258.73	\$6,293.65
JBL	VTX A8 VERTICAL TRANSPORTER COVER	5	\$699.29	\$3,496.45
JBL	8" SUBWOOFER SPEAKER	6	\$3,356.64	\$20,139.84
JBL	VTX B18 VERTICAL TRANSPORTER	2	\$839.16	\$1,678.32
JBL	VTX B18 VERTICAL TRANSPORTER COVER	2	\$699.31	\$1,398.62
	<u>Amplifiers</u>			
CROWN	4-CHANNEL 3500W ANALOG POWER AMPLIFIER	10	\$8,697.92	\$86,979.20
	System Processing			
BSS AUDIO	NETWORKED SIGNAL PROCESSOR W/ DANTE & BLU LINK CHASSIS	1	\$4,917.48	\$4,917.48
BSS AUDIO	DIGITAL OUTPUT CARD, 4 OUT	4	\$262.93	\$1,051.72
BSS AUDIO	ETHERNET CONTROLLER W/4 BUTTONS & VOLUME, BLACK	1	\$208.39	\$208.39
	Stage Monitors			
JBL	10" DUAL STAGE MONITOR SPEAKER	6	\$2,552.44	\$15,314.64
JBL	12" DUAL STAGE MONITOR SPEAKER	2	\$3,111.89	\$6,223.78
JBL	SINGLE 18" SUBWOOFER SPEAKER	1	\$3,356.64	\$3,356.64
	Rigging			
AVISPL	GENERAL RIGGING HARDWARE	1	\$2,400.00	\$2,400.00
APPLIED TRUSS	TR-12 X 12 ALL PURPOSE BOX TRUSS, 10' LENGTH	4	\$818.67	\$3,274.68
APPLIED TRUSS	12" TRUSS PICK, BLACK (FITS HD OR AP BOX TRUSS)	8	\$160.00	\$1,280.00
ATLANTA RIGGING	RIGGING MOTORS D8+ 1000KG 50' LIFT W/P14 AND 15 BAG	6	\$6,220.93	\$37,325.58
ATLANTA RIGGING	3' POLYESTER CORE ROUND SLING, BLACK	8	\$13.60	\$108.80
ATLANTA RIGGING SYSTEMS	IBEAM CLAMPS 1 TON 09001W	2	\$153.33	\$306.66
ATLANTA RIGGING SYSTEMS	IBEAM CLAMPS 5 TON 09004W	6	\$329.33	\$1,975.98
ATLANTA RIGGING SYSTEMS	8-CHANNEL MOTOR CONTROLLER & CABLING	1	\$13,388.67	\$13,388.67
ATLANTA RIGGING SYSTEMS	5/8" SCREW PIN SHACLE, BLACK	16	\$23.20	\$371.20



Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
TECHNI-LUX	HALF COUPLER CHEESEBOROUGH LOW PROFILE CLAMP	4	\$65.00	\$260.00
	Cabling			
GATOR CASE	WOOD ATA FLIGHT CASE, 45" X 22" X 27"	4	\$825.25	\$3,301.00
NEUTRIK	4 POLE CABLE SPEAKON CONNECTOR	16	\$5.59	\$89.44
NEUTRIK	4 POLE DOUBLE LOCKING SPEAKON ADAPTER	12	\$6.25	\$75.00
NEUTRIK	8 POLE CONNECTOR, W/LATCH	8	\$14.65	\$117.20
NEUTRIK	8 POLE SPEAKON ADAPTER	4	\$31.20	\$124.80
RAPCO	13AWG, 8 CONDUCTOR CABLE	1500	\$2.92	\$4,380.00
WHIRLWIND	3' NL4 - NL4 CABLE	32	\$34.11	\$1,091.52
WHIRLWIND	5' NL4 - NL4 CABLE	12	\$38.51	\$462.12
WHIRLWIND	10' NL4 SPEAKON TO NL SPEAKEON 12AWG 4 CONDUCTOR CABLE	16	\$51.15	\$818.40
WHIRLWIND	15' SPEAKER CABLE	12	\$66.83	\$801.96
WHIRLWIND	20' NL4 SPEAKON TO NL4 SPEAKON 12AWG 4 CONDUCTOR CABLE	16	\$81.28	\$1,300.48
WHIRLWIND	50' NL4 - NL4 CABLE	8	\$169.27	\$1,354.16
WHIRLWIND	100' NL4 - NL4 CABLE,	6	\$313.92	\$1,883.52
WHIRLWIND	NL SPLITTER	4	\$152.15	\$608.60
			Subtotal	\$521,845.16

### **Room Support and Maintenance**

Warranty; 3-months \$0.00

Equipment Total \$521,845.16
Installation Materials \$27,111.70
Professional Services \$141,988.24
Direct Costs \$4,455.06
General & Administrative \$15,337.08

Subtotal \$710,737.24

For informational purposes only – all Purchase Orders must match Investment Summary details.



# **Room Summary - Recreation Center - IPTV System**

## **Equipment List**

Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
	Recreation and Aquatic Center - IPTV			
	TripleTV - IP Television			
TRIPLEPLAY	IDTV DIDECT ID FEED MANIACEMENT COFTWADE	1	¢4.200.00	\$4,200.00
TRIPLEPLAY	IPTV DIRECT IP FEED MANAGEMENT SOFTWARE	2	\$4,200.00	\$6,006.00
TRIPLEPLAY	HDMI HDCP TO MPEG 4 HD QUAD INTERFACE			
TRIPLEPLAY	ENCRYPTION SERVICE DEPLOYED	1 20	\$6,021.40	\$6,021.40
IRIPLEPLAY	ENCRYPTION SERVICE PER END POINT	39	\$26.19	\$1,021.41
	TripleTV - Plus Enhanced Services			
TRIPLEPLAY	TRIPLEGUIDE ELECTRONIC PROGRAM GUIDE SOFTWARE	1	\$3,850.00	\$3,850.00
TRIPLEPLAY	ENGINEERING SERVICES, CONFIGURATION AND SETUP	1	\$16,008.73	\$16,008.73
	Triplechoice - User Interface			
TRIPLEPLAY	TRIPLECHOICE ENTERPRISE PORTAL FOR STB USER INTERFACE	1	\$4,330.67	\$4,330.67
TRIPLEPLAY	TRIPLECHOICE MANAGEMENT CLIENT PER DISPLAY	39	\$98.00	\$3,822.00
	Triplesign - Digital Signage			
TRIPLEPLAY	TRIPLESIGN LICENSE PER DISPLAY	39	\$730.40	\$28,485.60
	TripleLite SaaS Pricing			
TRIPLEPLAY	HOSTED SIGNAGE SOC SYSTEM REGISTRATION, PER DISPLAY	39	\$106.67	\$4,160.13
TRIPLEPLAY	ADVANCED SIGNAGE STB	1	\$1,075.33	\$1,075.33
TRIPLEPLAY	REMOTE SCREEN CONTROL SOFTWARE, PER DISPLAY	39	\$84.86	\$3,309.54
	TripleVOD - Video on Demand			
TRIPLEPLAY	DL380 8-SLOT SERVER W/2X 300GB SSD / 3YR NBD / 32GB	1	\$9,300.00	\$9,300.00
TRIPLEPLAY	PROIDIOM ENCRYPTION INTERFACE REQUIRED FOR LG WEBOS	1	\$4,242.86	\$4,242.86



Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
	<u>TripleEncoder</u>			
CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD	2	\$1,320.00	\$2,640.00
OFE	CABLE BOX RECEIVER (NEW EQUIPMENT FURNSIHED BY THE CLIENT)	2	\$0.00	\$0.00
OFE	APPLE TV (NEW EQUIPMENT FURNSIHED BY THE CLIENT)	1	\$0.00	\$0.00
OFE	FIRE TV (NEW EQUIPMENT FURNSIHED BY THE CLIENT)	1	\$0.00	\$0.00
OFE	TV TUNER USED FOR CITY OF DORAL CHANNEL (NEW EQUIPMENT FURNSIHED BY THE CLIENT)	1	\$0.00	\$0.00
OFE	CITY OF DORAL PC (NEW EQUIPMENT FURNSIHED BY THE CLIENT)	1	\$0.00	\$0.00
OFE	SINGLE SERVER COMCAST HEADEND (NEW EQUIPMENT FURNSIHED BY THE CLIENT)	1	\$0.00	\$0.00
TRIPLEPLAY	STANDARD SUPPORT SERVICE PACKAGE, ANNUAL	1	\$12,903.80	\$12,903.80
			Subtotal	\$111,377.47

### **Room Support and Maintenance**

Warranty; 3-months \$0.00

### **Device Maintenance**

Mfg	Description	Months	Qty	Unit Price	<b>Extended Price</b>
TRIPLEPLAY SERVICES NORTH	CLOUD SIGNAGE LICENSE W/500GB STORAGE ON CLOUD, 3-YEAR	36	39	\$30.50	\$1,189.50
TRIPLEPLAY SERVICES NORTH	EPG DATA, UP TO 50 SCREENS, ANNUAL	36	1	\$337.50	\$337.50
TRIPLEPLAY SERVICES NORTH	SERVICE ENCRYPTION SUPPORT PER DISPLAY, ANNUAL	12	3	\$2,082.71	\$6,248.13
TRIPLEPLAY SERVICES NORTH	STANDARD SERVICE SUPPORT PACKAGE, ANNUAL	12	3	\$12,903.80	\$38,711.40
	Subtotal				



**Equipment Total** \$111,377.47

**Installation Materials** \$2,134.06

**Professional Services** \$23,963.53

**Direct Costs** \$0.00

**General & Administrative** \$1,930.76

**Services - Device Maintenance** \$46,486.53

Subtotal \$185,892.35

For informational purposes only – all Purchase Orders must match Investment Summary details.



## **Room Summary - PA System**

## **Equipment List**

Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
	D 1000 1 1000 1 5111			
	Park PA System - West Sports Fields			
	Speakers - Baseball Fields			
COMMUNITY	SPEAKER, FULL RANGE 3-WAY 12" HORN GREY 60 X 40 FULL RANGE	4	\$1,650.67	\$6,602.68
POLAR FOCUS	MOUNTING GALVANIZED HARDWARE SPEAKER POLE HARDWARE- A2,A3	2	\$1,136.68	\$2,273.36
POLAR FOCUS	CHAIN AND HOSE KIT, 18.5" MAXIMUM DIAMETER SPEAKER POLE HARDWARE- A1,A2,A3,A4	2	\$790.07	\$1,580.14
	Speakers - Volleyball Field			
COMMUNITY	SPEAKER, FULL RANGE 3-WAY 12" HORN GREY 60 X 40 FULL RANGE	1	\$1,650.67	\$1,650.67
COMMUNITY	SPEAKER, FULL RANGE 3-WAY 8" GREY 90 X 60 1X POLE V1 Full Range, 80' Coverage	1	\$700.00	\$700.00
COMMUNITY	FULL ROTATION YOKE FOR R.35 ENCLOSURE, GREY	1	\$110.67	\$110.67
POLAR FOCUS	ZINC PLATE FOR POLE MOUNTING SPEAKER MOUNTING HARDWARE FOR R594TZ SPEAKER	1	\$479.05	\$479.05
POLAR FOCUS	CHAIN AND HOSE KIT, 14" - 18" DIAMETER SPEAKER MOUNTING HARDWARE FOR R594TZ SPEAKER	1	\$363.89	\$363.89
	Speakers - Soccer Field			
COMMUNITY	12" FULL RANGE 3-WAY WALL WEATHER SPEAKER, 60 X40, 70V 2X POLE S1, 2X POLE S2 Full Range, 150' Coverage	2	\$1,650.67	\$3,301.34
COMMUNITY	SPEAKER, FULL RANGE 3-WAY 8" GREY 90 X 60	4	\$700.00	\$2,800.00
COMMUNITY	FULL ROTATION YOKE FOR R.35 ENCLOSURE, GREY	2	\$110.67	\$221.34
POLAR FOCUS	ZINC PLATE FOR POLE MOUNTING SPEAKER MOUNT 1X POLE S1 1X POLE S2	4	\$552.75	\$2,211.00
POLAR FOCUS	CHAIN AND HOSE KIT, 14" - 18" DIAMETER SPEAKER MOUNT POLE HARDWARE POLE S1 & S2	4	\$419.88	\$1,679.52
	IDF 7 - West Sports Fields			
COMMUNITY	CONTROLLER, AMPLIFED SPEAKER, 4 CH X 400W + DSP DANTE	2	\$2,400.00	\$4,800.00



Mfg	Description	Qty	Unit Price	Extended Price
QSC	16-BUTTON PAGING STATION W/HANDHELD MICROPHONE	1	\$2,953.33	\$2,953.33
	Bulk Cable			
ADI	2 #12 PVC FRPVC BURIAL CABLING	6500	\$1.27	\$8,255.00
	SPEAKER UNDERGROUND CABLING FOR BASEBALL, VOLLEYBALL AND SOCCER			
	SOCCEN			
	Park PA System - Skate Park			
	<u>Speakers</u>			
COMMUNITY	2-WAY SPEAKER HORN LOADED W/200W AUTOFORMER, GREY 3X POLE SK4	3	\$1,064.00	\$3,192.00
POLAR FOCUS	MOUNTING GALVANIZED HARDWARE	1	\$1,311.55	\$1,311.55
POLAR FOCUS	CHAIN AND HOSE KIT, 18.5" MAXIMUM DIAMETER SPEAKER MOUNT HARDWARE 1X POLE SK3, 1X SK4	1	\$911.62	\$911.62
POLAR FOCUS	ZINC PLATE FOR POLE MOUNTING	1	\$552.75	\$552.75
	SPEAKER MOUNT HARDWARE 1X POLE SK4			
POLAR FOCUS	CHAIN AND HOSE KIT, 14" - 18" DIAMETER	1	\$419.88	\$419.88
	SPEAKER MOUNT HARDWARE 1X POLE SK4			
	Park PA System - Amphitheater			
	<u>Speakers</u>			
COMMUNITY	8" FULL RANGE 3-WAY SPEAKER, GREY 90 X 60	2	\$700.00	\$1,400.00
	2X POLE AM1, 2X POLE AM2			
POLAR FOCUS	ZINC PLATE FOR POLE MOUNTING SPEAKER MOUNT 1X POLE AM1, 1X AM2	2	\$552.75	\$1,105.50
POLAR FOCUS	CHAIN AND HOSE KIT, 14" - 18" DIAMETER	2	\$419.88	\$839.76
	SPEAKER MOUNT HARDWARE 1X POLE AM1, 1X AM2		Ų 113.00	, , , , , , , , , , , , , , , , , , ,
	IDF 8 - Amphitheater			
COMMUNITY	CONTROLLER, AMPLIFED SPEAKER, 4 CH X 400W + DSP DANTE .25 AMPHITHEATER, .75 SKATE PARK	1	\$2,400.00	\$2,400.00
QSC	16-BUTTON PAGING STATION W/HANDHELD MICROPHONE	1	\$2,953.33	\$2,953.33
	Bulk Cable			



Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
ADI	2 #12 PVC FRPVC BURIAL CABLING UNDERGROUND BULK CABLE AMPHITHEATER AND SKATE PARK	4000	\$1.27	\$5,080.00
	Park PA System - East Sports Fields			
	Speakers - Tennis Courts			
COMMUNITY	8" FULL RANGE 3-WAY SPEAKER, GREY 90 X 60 Full Range, 83' Coverage	4	\$700.00	\$2,800.00
POLAR FOCUS	ZINC PLATE FOR POLE MOUNTING	4	\$552.75	\$2,211.00
POLAR FOCUS	CHAIN AND HOSE KIT, 14" - 18" DIAMETER	4	\$419.88	\$1,679.52
	Speakers - Basketball Courts			
COMMUNITY	8" FULL RANGE 3-WAY SPEAKER, GREY 90 X 60	2	\$700.00	\$1,400.00
POLAR FOCUS	ZINC PLATE FOR POLE MOUNTING	2	\$552.75	\$1,105.50
POLAR FOCUS	CHAIN AND HOSE KIT, 14" - 18" DIAMETER	2	\$419.88	\$839.76
	IDF - East Sports Fields			
COMMUNITY	4 CH X 400W POWER AMPLFIER W/DSP AND DANTE .5x Tennis Courts, .5 Basketball Courts	1	\$2,400.00	\$2,400.00
MIDDLE ATLANTIC	MIDDLE ATLANTIC RACK ACCESSORIES KIT	1	\$800.00	\$800.00
	Bulk Cable			
ADI	2 #12 PVC FRPVC BURIAL CABLING	5000	\$1.27	\$6,350.00
	*** AQUATIC CENTER ***			
	Speakers - Athletic Competition Pools/ (Musco Poles)			
COMMUNITY	8" COAXIAL SURFACE MOUNTED OUTDOOR SPEAKER, WHITE x8 Bleacher Speakers	8	\$273.33	\$2,186.64
COMMUNITY	U-BRACKET SPEAKER MOUNTING KIT, WHITE	8	\$60.00	\$480.00
COMMUNITY	SPEAKER, FULL RANGE 3-WAY 8" GREY 90 X 60 2X SPEAKERS FACING POOL AREA 1X POLE P1 AND 2X POLE P4	5	\$700.00	\$3,500.00
COMMUNITY	FULL ROTATION YOKE FOR R.35 ENCLOSURE, GREY	1	\$113.33	\$113.33
POLAR FOCUS	ZINC PLATE FOR POLE MOUNTING SPEAKER MOUNT FOR POLE P1, P4	2	\$552.75	\$1,105.50



Mfg	Description	Qty	Unit Price	Extended Price
POLAR FOCUS	CHAIN AND HOSE KIT, 14" - 18" DIAMETER SPEAKER MOUNT FOR POLE P1, P4	2	\$419.88	\$839.76
	Wireless Microphones - Aquatic Pool			
ATLAS EID	FLANGE 5/8-27M ANTENNA MOUNT	2	\$8.68	\$17.36
ATLAS EID	90-DEGREE EXTENSION TUBE MOUNT ANTENNA MOUNT	2	\$22.17	\$44.34
SHURE	BATTERY, RECHARGABLE	2	\$101.33	\$202.66
SHURE	DUAL DOCKING CHARGER W/POWER SUPPLY	1	\$233.07	\$233.07
SHURE	100' UHF ANTENNA CABLE	2	\$244.47	\$488.94
SHURE	INLINE ANTENNA AMPLIFIER FOR REMOTE ANTENNA MOUNTING	2	\$158.33	\$316.66
SHURE	OMNIDIRECTIONAL ANTENNA, 1/2 WAVE 470-1100MHZ	2	\$272.33	\$544.66
SHURE	DIGITAL WIRELESS MICROPHONE TRANSMITTER BODYPACK	1	\$502.87	\$502.87
SHURE	DIGITAL WIRELESS MICROPHONE TRANSMITTER HANDHELD	1	\$539.60	\$539.60
SHURE	2-CHANNEL DIGITAL WIRELESS MICROPHONE RECEIVER	1	\$2,860.13	\$2,860.13
SHURE	MICROFLEX CARDIOID LAVALIER MICROPHONE	1	\$114.00	\$114.00
	IDF G1510 Aquatic Center Bleachers			
COMMUNITY	CONTROLLER, AMPLIFED SPEAKER, 4 CH X 400W + DSP DANTE	1	\$2,400.00	\$2,400.00
QSC	16-BUTTON PAGING STATION W/HANDHELD MICROPHONE	1	\$2,953.33	\$2,953.33
	Speakers - Aquatic Center Exterior (BUILDING SOUTH)			
COMMUNITY	SPEAKER, FULL RANGE 3-WAY 12" HORN GREY 60 X 40 FULL RANGE	3	\$1,650.67	\$4,952.01
	Speakers Aquatic Center Exterior (BUILDING A-EAST & WEST)			
BIAMP SYSTEMS	LOUDSPEAKER, 8" SURFACE INDOOR/OUTDOOR WHITE (SOLD IN PAIRS)	3	\$273.33	\$819.99
COMMUNITY	U-BRACKET SPEAKER MOUNTING KIT, WHITE	2	\$60.00	\$120.00
	IDF S1015 - Aquatic Center			
COMMUNITY	CONTROLLER, AMPLIFED SPEAKER, 4 CH X 400W + DSP DANTE	1	\$2,400.00	\$2,400.00
	Bulk Cable			
ADI	2 #12 PVC FRPVC BURIAL CABLING	2500	\$1.27	\$3,175.00



Mfg	Description	Qty	Unit Price	Extended Price
	*** RECREATION CENTER ***			
	Speakers - Recreation Center Exterior (NORTH)			
		_	4	
BIAMP SYSTEMS	LOUDSPEAKER, 8" SURFACE INDOOR/OUTDOOR WHITE (SOLD IN PAIRS)	2	\$273.33	\$546.66
	Speakers - Recreation Center Exterior (WEST)			
BIAMP SYSTEMS	LOUDSPEAKER, 8" SURFACE INDOOR/OUTDOOR WHITE (SOLD IN PAIRS)	5	\$273.33	\$1,366.65
COMMUNITY	U-BRACKET SPEAKER MOUNTING KIT, WHITE	1	\$60.00	\$60.00
	Bulk Cable - Recreation Center			
ADI	2 #12 PVC FRPVC BURIAL CABLING	2000	\$1.27	\$2,540.00
				. , , , , , , , , , , , , , , , , , , ,
	MDF R2030 - Recreation Center			
COMMUNITY	AMPLIFIED SPEAKER, 4 CH X 400W + DSP DANTE	1	\$2,400.00	\$2,400.00
	*** OUTDOOR PARK SMART POLE PA ***			
	Smart Poles			
SOUNDTUBE	5.25" IP ADDRESSABLE DANTE ENABLED SPEAKER, WHITE 10 LIGHT POLE SPEAKERS, 1 SPARE	11	\$387.05	\$4,257.55
OFE	CUSTOM SOUNDTUBE SPEAKER POLE MOUNT	5	\$0.00	\$0.00
	Audio Processing			
QSC	SYSTEM, NETWORK CORE FOR AV&C PROCESSING ON DELL POWEREDGE	1	\$8,266.67	\$8,266.67
QSC	SOFTWARE LICENSE, Q-SYS DANTE 128x128 CHANNEL, PERPETUAL	1	\$2,780.00	\$2,780.00
QSC	SOFTWARE LICENSE, Q-SYS CORE 610 UCI DEPLOYMENT, PERPETUAL	1	\$461.33	\$461.33
QSC	2 MIC/LINE INPUTS 2 LINE OUTPUTS NETWORK AUDIO EXPANDER	1	\$546.67	\$546.67
QSC	TRAY, RACK MOUNT AND BALNKING PANELS, UP TO 4 UNITS	1	\$146.67	\$146.67
SONOS	PORT WIRELESS STREAMING PROCESSOR	1	\$508.87	\$508.87
EXTRON	AUDIO SUMMING ADAPTER	1	\$54.67	\$54.67
OFE	10.2" iPAD WITH QSC SOFTWARE (Owner Furnished Equipment)	1	OFE	OFE



Mfg	Description	Qty	Unit Price	<b>Extended Price</b>
OFE	CLIENT NETWORK AND INFRASTRUCTURE	1	OFE	OFE
	(Owner Furnished Equipment)			
Subtotal			\$134,579.75	

### **Room Support and Maintenance**

Warranty; 3-months \$0.00

**Equipment Total** \$134,579.75 **Installation Materials** \$30,870.35

Professional Services \$305,226.47

**Direct Costs** \$10,971.60

**General & Administrative** \$7,068.65

**Subtotal** \$488,716.82

For informational purposes only – all Purchase Orders must match Investment Summary details.



# Services and Support

### **Global Support and Maintenance**

AVI-SPL's Global Support and Maintenance offerings provide world-class services designed to help you achieve the most uptime and the best return on investment (ROI) from your technology. We apply our 40 years of experience with 700+ manufacturer technologies to be the services partner you can count on.

Our offering provides positive business outcomes by ensuring your collaboration technology solutions work as expected for end users. Support minimizes system downtime and maximizes system performance, meeting your organization's collaboration objectives.

AVI-SPL provides 24x7 support and certifications in a diverse set of competencies that cover your entire organization. With 800+ full-time employees dedicated to service delivery distributed between our four GSOCs and local offices around the world, we have the ability to meet your local and global needs.

#### Service Levels Available:

	Essential (T&M)	Enhanced	Elite
Unlimited Remote Help Desk, 24x7		•	•
Unlimited Onsite Support, 8x5			•
In Manufacturer-Warranty Hardware	•	•	•

Support Services are provided on a per-room or per-project basis.

#### **Essential (Time and Materials)**

Full suite of Global Support offerings available in a noncontract form, all billable at standard AVI-SPL rates.

#### Billable Offerings:

- Remote Help Desk, 24x7 Specialist Remote Support
- On-site Technical Dispatch
- Parts Repair and Replacement

#### **Enhanced**

- Offers unlimited remote help desk support available 24x7x365.
- Facilitates the repair or replacement of manufacturer programs for applicable hardware.
- Access to software updates and upgrades for hardware covered by manufacturer program.
- Use of online incident reporting tool for easy ticket awareness.
- Eligibility for discounted hourly rates when other Global Support services not included in the Enhanced offering are requested.



#### Elite

- Repair or replacement programs of manufacturer programs for applicable hardware.
- Access to software updates and upgrades for manufacturer program covered hardware.
- Insight into an online incident reporting tool for easy ticket awareness.
- Eligibility for discounted hourly rates when other Global Support services not included in the Enhanced offering are requested

### **AVI-SPL Global Support and Maintenance PLUS Options**

#### Plus Options are available at an additional cost.

Our Global Support and Maintenance PLUS Options are additions to the standard offering, customized to your unique environment. PLUS options allow us to take on more of the risk associated with aging equipment, help prevent unexpected expenses, and provide an accelerated on-site response time to get spaces up and running. Add one or multiple options to enable the flexibility needed.

Extended Hardware Warranty	Corrective Maintenance Visit	
Accelerated Onsite Response: 4 Hour or Next Business Day	Loaner Equipment	
Preventative Maintenance Check	Consumable Replacement	

### **Extended Hardware Warranty\***

We cover repair or replacement cost of malfunctioning equipment. Unforeseen expenses drop significantly as we assume the risk of replacement parts of aging equipment.

#### **Enhanced On-site Response**

Optional Next Business Day or four-hour on-site response (each purchased separately) provide the fastest response possible to keep mission-critical situations from escalating.

#### **Preventative Maintenance Check**

Discover a potential issue before a meeting. On-site visits work around scheduled use of space to ensure equipment is kept in optimal operating conditions. On-site technicians complete a standard checklist and make recommendations to enhance reliability, features, and security.

New Offering: Add a sanitizing deep clean to your preventative maintenance visit. Our
manufacturer-approved sanitizing methods ensure your surfaces are safe while not damaging your
technology.

<sup>\*</sup>Owner Furnished Equipment not Included

<sup>\*</sup>Not available in all areas. Subject to AVI-SPL approval



#### **Corrective Maintenance Visit**

On-site maintenance visits can be purchased up-front and scheduled after a fault has been found to resolve a hardware or software issue and bring the room back to operating specifications.

#### **Consumable Replacement**

Proper maintenance is essential to ensuring equipment reaches it maximum lifespan. Mitigate unknown expenses by including high-volume points of failure (examples include: lamps, bulbs, filters, fuses, batteries).

\*Not available in all areas. Subject to AVI-SPL approval

### **Managed Services**

AVI-SPL's Managed Services provides technical know-how and purpose-built management tools that **improve the user experience**, **increase reliability**, and **reduce IT administrative cost** for collaboration environments of all sizes and complexity.

Collaboration technologies are rapidly evolving. Demands for easy-to-use and reliable communication tools are increasing

exponentially. IT teams struggle to support a landscape of platforms, cloud services, room technologies, and solution-based management tools that continuously change. AVI-SPL's Managed Services solves these IT team challenges, providing the technical specialists and a holistic management tool. This streamlines management, improves support responsiveness, and aligns the specific technical expertise needed to ensure your business communications tools are available when you need them.

AVI-SPL's Managed Services is a cloud-based solution with Global Service Operations Centers (GSOC) distributed across the globe. Our team of audio-visual and UCC-certified technicians operate 7x24x365 and follow ITIL best practices. Powered by AVI-SPL Symphony, this team supports the world's largest and most complex collaboration environments.

Symphony is AVI-SPL's proprietary user experience management application. Architected from its core to be extendable, scalable, vendor agnostic, and secure, Symphony is the dynamic management application that responds to the collaboration challenges of today

AVI-SPL Symphony

and tomorrow. Combining our 40+ years of collaboration experience with the power of single-pane insight enables AVI-SPL to improve the collaboration experience and deliver the reliable business benefits expected from your investment.

All of this with a year-over-year customer satisfaction rating average of 94%.

### **Managed Services Starter Package**

AVI-SPL's Managed Services solution includes **device monitoring and control, reporting, analytics,** and **technical incident management support services**. Because it is a cloud-based solution, deployment is both easy and flexible. The Symphony



platform allows for configurable parameters to accommodate workflow, environment, interface, and incident management processes to meet your desired experiences and environments.

Inherently scalable, Managed Services is offered as a comprehensive starter package consisting of the core technical support services and software-based toolsets necessary for a successful collaboration experience. The starter package, available with flexible term options, supports up to 25 rooms inclusive of all audio-visual and video conferencing room devices. Our Managed Services can easily scale to support additional rooms, infrastructure devices, third-party integration, third-party cloud administration services, and full-featured video conferencing support and conference automation.

Symphony monitors all IP-enabled room devices, including AV and video conferencing devices, persistently verifying equipment is ready for use and operating within desired parameters.

When a threshold-based condition is detected, Symphony generates an alert and corresponding ticket. The global AVI-SPL technical help desk performs its investigation and manages the incident through resolution.

Symphony provides management reporting and analytics for real-time insights into inventory, users, incidents, and usage. Our services managers work directly with customer-service owners and stakeholders to foster continual improvement in their management philosophy, and proactively identify experience, environment, and cost optimization opportunities.

#### **Starter Package Included Services**

- Room monitoring and control up to 25 rooms
- Alerting, ticking and incident management
- Portal reporting and analytics
- Symphony cloud connector
- Remote connectivity services

#### **Included Customizations**

- Customized portal and email logos
- User registration process
- Monitoring thresholds and restrictions
- LDAP integration for single sign on

### **Service with Insight**

AVI-SPL's Managed Services Service includes a robust suite of online analytics and reporting available on a 7x24 basis. Access to reports is controlled by individual user account, and permissions can be granted by the AVI-SPL help desk or by any customer user who is set up as an account administrator.

- Analytics display data in a dashboard format, providing a visual representation of the data in chart/graph format.
   Flexible date ranges are supported. Each chart is dynamically customizable, with options to change visualization type, filtering, and, where applicable, drill down/drill up features. Full dashboards or individual dashboard charts can be copied or printed.
- **Reports** display data in a traditional report tabular format. Data can be manipulated within the report to sort, filter, and change date range criteria. Data can be copied from the interface or exported into a .xlsx or .csv format.

#### **Service Management Support**

The AVI-SPL Account team is responsible for assuring customer satisfaction and provides the following account team resources:

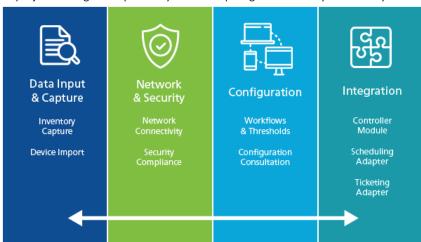


- Account Manager (AM) responsible for the overall customer relationship, the account manager ensures AVI-SPL
  solutions meet customer business needs. Account managers provide life cycle relationship management, working
  to ensure the solution evolves with changing environments as well as with customer collaboration support
  strategies.
- **Service Delivery Manager (SDM)** responsible for ongoing service quality assurance, the SDM provides direct customer support for service billing inquiries, subscription monitoring, Symphony release and maintenance notifications, service performance monitoring, reporting, and end-user web-based training.

#### Symphony - Simple from the Start

Every Symphony subscription service is assigned an AVI-SPL project manager and service readiness engineer to ensure your success during the first 90 days of service transition.

The project manager will provide you with expert guidance. They will assist you with gathering the required service



information and with configuring your Symphony environment so that it aligns with your business rules.

Our project management team is your single point of contact for data, network and security, and configuration. Our complete integration management ensures our project resources are coordinated and aligned with your project stakeholders.

### **Managed Services: Available Options**

#### **Private Cloud**

Managed Services Private Cloud provides an exclusive cloud environment dedicated to the subscribed customer. Hosted in AWS, Managed Services Private Cloud offers enhanced security, flexibility, and data control. Based on customer need, private cloud instances may be hosted in North America or EMEA.

#### **Additional Rooms**

Symphony scales to any size environment. Room subscriptions can be added at any time, with package options for an additional 25, 100 or 250 rooms.



#### **Infrastructure Monitoring and Support**

Add infrastructure devices for monitoring and support and control to the Starter Package subscription. The infrastructure license provides monitoring and support services for up to 10 infrastructure devices, including video bridge and call control devices.

#### **Ticket Adapter License**

Integrate your support workflow seamlessly with the Symphony Ticket Adapter License (TAL). TAL provides bi-directional synchronization of tickets between Symphony and third-party ticketing systems like ServiceNow and Salesforce.com.

#### **Scheduling Adapter License**

Simplify room and conferencing scheduling with the Symphony Schedule Adapter License (SAL). SAL provides unidirectional calendaring integration between Symphony and third-party scheduling systems, including Office 365.

#### **Automated Conferencing**

Symphony delivers a robust suite of conference automation capabilities, including web-based reservations and automated conference launching that includes special handling rules for VIP conferences.

#### **Producer Attended Conferencing**

For solutions that include video bridging infrastructure, the customer can schedule a live AVI-SPL conference producer for a setup meet-and-greet, or to be present throughout your entire conference.

#### **Conference Recording Services**

Conference recording is available on a conference-by-conference basis for any scheduled producer-attended conferencing. Conference recording is enabled from the AVI-SPL cloud with no hardware or software requirements for the customer. Recording fees are based on a pay-as-you-go hourly basis. Recordings are hosted for 30 days, during which time they are available for streaming and downloading.

#### **Cloud Video Bridging Services**

Cloud Video Bridging Services is ideal for customers who do not wish to invest in video infrastructure or who are looking migrate to Infrastructure as a Service (IaaS) solutions. Managed Services customers who subscribe to Cloud Video Bridging Services can elect from a usage or flat rate billing program. Conference support options include fully automated or high-touch attended conference on a conference-by-conference basis. Either conference experience is supported on a 7x24 basis by a live technical help desk for in-conference assistance.

#### **Connectivity and Security Options**

While going to the cloud is a significant business trend, not all organizations allow connectivity over the public internet. AVI-SPL offers a variety of secure connectivity options, including IPSec VPN connections or network termination services for customer-supplied dedicated circuits.

#### **End-User Training**

Remote end user training is an available option for purchase by SYaaS customers. End-user training is delivered via webinar for up to 25 participants.



### **Leasing Through AVI-SPL**

With the power of <u>AVI-SPL's Global Financial Services</u> on your side, you'll reduce the total cost of ownership of the technology solutions you rely on for business success. By financing your technology through our leasing program, you minimize costs while conserving capital for daily business needs and other strategic investments.

Your hardware, software, support, and services can be combined into one convenient, predictable monthly payment. And you can refresh to new technology that matches your future business needs while avoiding expensive support renewals.



### **AVI-SPL Symphony: User Experience Management Application**

AVI-SPL Symphony is a User Experience Management Application for collaboration technologies that simplifies user engagement, improves meeting success, and enables business outcomes. It is a multi-tenant cloud-based application, focused on monitoring, controlling, scheduling, ticketing, and analyzing of the supporting meeting technology estate within your organization. Deploying Symphony provides an integrated end-to-end collaboration workflow, a single-pane view into the supporting technology estate, and actionable business intelligence. This drives the desired user experience and adoption.

Symphony's simple, clean interfaces provide in-depth looks into the system to easily identify problems and troubleshoot and resolve system issues. Proactive management enables you to save the meeting before end users are impacted. Analytics enable problem management, root cause analysis, and other actionable business intelligence to enable your organization to make improvements with confidence.

Providing the deepest look into complete environments, Symphony natively integrates with a variety of devices to provide rich monitoring, ticketing applications, and scheduling applications.

Highlights of the Symphony application include:

#### **Integrated Workflow**



Activate services from your native workflow. Symphony combines trouble tickets, scheduling, and cloud video service launching into a centralized operation. Integrating with third-party applications and platforms delivers a global lens into your investments and provides a seamless meeting experience.

#### Single-Pane View



View your entire environment – not just a piece of it – from one portal. With the vast number of manufacturers being deployed in a collaboration environment, management of technologies is resulting in technical resources and administrators operating different tools depending on the technologies in place. With a single portal to see the health, scheduling, and ticketing of rooms, you can proactively monitor and resolve before meetings and users are impacted.



#### **Actionable Business Intelligence**

Technology investments are targeted to enable business success. It's important that you know where your teams are engaging with technology, how your technology is fairing, and that you're maximizing technology and real estate investment. Symphony provides the data behind your environments – you'll be able to see if your teams prefer huddle spaces in San Diego or conference rooms in Boston.



# **Technology Training**

When investing in technology, you need to ensure adoption and utilization by your workforce to maximize ROI. We want your deployment to be a success and engagement an enjoyable experience for your end user. Each company has unique needs and workforce composition, so each training approach will be custom designed to your company.

Trainings utilize a variety of methods, including:

- In-Person Trainings
- Video Trainings
- Post-Training Video Refreshers
- Assessment and Feedback Surveys
- Quick Reference Guides

## **Collaboration Services**

**AVI-SPL LLC** 

AVI-SPL's Cloud Collaboration Services empower the people in your organization to work effectively together by providing useful, reliable, and intuitive communication tools. This goal is made even easier through collaboration services that do away with the need to purchase infrastructure and that put the power of collaboration in the hands of your team members. These services include:

- Hosted Infrastructure Services (registration and call control)
- Concierge scheduling and production of your video conferencing calls through our Symphony® user experience management application
- Virtual Meeting Room, a self-service video collaboration solution



# **Addendum to General Terms and Conditions - Support and Maintenance Services**

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of support and maintenance services as more particularly described in this Addendum and the Support and Maintenance Services Description (collectively, the "Services"). Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

#### 1. Definitions

This Addendum contains defined terms and acronyms. The following definitions shall apply:

"Help Desk" means Seller's 24x7 global help desk as described in the Support and Maintenance Services Description and this Addendum;

"In-Warranty Hardware" means the covered equipment has an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

"Manufacturer" means an entity that produces hardware and / or software;

"Out-of-Warranty Hardware" means the covered equipment does not have an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

"Software Options" means optional functionality or features of software that may be selected at the time of purchase or later, and for which separate charges are assessed;

"Software Update" means software for which the Manufacturer has provided fixes or minor revisions to correct errors or defects in the existing operation of the software in accordance with the published product specifications, and which is limited to those updates that the Manufacturer generally provides to its customers at no charge. Software Updates do not include Software Upgrades or Software Options;

"Software Upgrade" means new releases of the software which contains enhancements improving the functionality or capabilities of the software, which Manufacturer may make available to its customers. Software Upgrades do not include Software Options; and

"Support and Maintenance Services Description" means that portion of the Proposal detailing the Services being purchased by Buyer.

#### 2. Services Description

The Services purchased by Buyer are detailed in the Support and Maintenance Services Description.

#### 3. Services Orders

Following Seller's order confirmation, Buyer agrees to provide a contact name, contact email address, and telephone number at the service location(s). Standard response times and service level agreements are not guaranteed until such information is received by the Help Desk.

Products specifically identified in the proposal will be eligible for Services. If Buyer elects to purchase any additional or optional services or features, additional fee(s) will be invoiced separately with payment terms as specified for such services.

#### 4. Services Term

The Services shall commence upon installation project completion or, for Stand-alone Services, upon Seller's confirmation of Buyer's order, and shall continue for the term

specified in the Proposal, unless earlier terminated. Installation projects containing multiple phases or being performed over extended periods may include multiple completion milestones / service commencement dates. The Services shall expire at the conclusion of the term specified in the Proposal, unless earlier terminated. Notwithstanding anything to the contrary in the Terms and Conditions, Seller reserves the right to postpone commencement of the Services, upon written notice to Buyer, in the event of any delays that prevent Seller from commencing the Services on the original commencement date. In such case, Seller will provide a new Services commencement date and the term of the Services will commence as of that date and continue for the term specified in the Proposal, notwithstanding any specific dates contained in the Agreement or any other purchase documents. Invoicing and payment will be adjusted to align with the new commencement date of the Services.

#### 5. Services Availability

Help Desk remote support is available on a 24x7 basis.

Unless otherwise noted in the Support and Maintenance Services Description, the Seller's field service technicians are available Monday through Friday from 8 AM to 5 PM local standard time, excluding legal holidays. For Buyers with service locations in the United Arab Emirates, the Seller's field service technicians are available Sunday through Thursday from 8 AM to 5 PM local standard time, excluding legal holidays.

Requirements to provide Services prior to or after the agreed upon hours of support must be agreed to by both Parties in advance and in writing and additional fees may apply.

#### 6. Third Party Services

Seller may make third party services available to Buyer. Seller offers no guarantees and assumes no responsibility or liability of any kind with respect to third party services.

## 7. Software Updates, Upgrades, and Options

The Help Desk will assist with the provision of Software Updates, Upgrades, or Options when necessary to resolve a reported issue and when made available by the Buyer or Manufacturer. Depending on Services elected, additional charges may apply for proactive management of Software Updates, Upgrades, or Options and when specialist or onsite support of these activities is requested or required. Seller will not be liable for any issues, damages or disruption arising from a Software Update, Upgrade, or Option released by a third party.

## 8. Replacement Parts

Standard program: In-Warranty Hardware will be eligible for repairs or replacement parts and the use of advanced replacement programs in accordance with the Manufacturer's published warranty program.

Replaced parts will become the property of Seller or the Manufacturer. If replacement activity is performed by Buyer, the replaced parts must be returned per the Seller's direction within five (5) business days of receipt of the replacement part; otherwise,



Buyer will be invoiced the full list price for the replaced part.

Depending on Services elected, additional charges may apply for onsite support of In-Warranty Hardware parts repair or replacement. Out-of-Warranty Hardware or other parts repair or replacement deemed to be out-of-warranty will be considered billable activity.

Optional program: Buyers who elect an extended hardware warranty as a component of their Services are eligible for repairs or replacement parts for Out-of-Warranty Hardware. The inclusion of this coverage must be incorporated into the Support and Maintenance Services Description and is further described therein.

#### 9. Service Level Agreement

Help Desk response: Seller's Help Desk will provide an average speed of answer of sixty (60) seconds for support calls and will respond to new service requests made via email or web portal to its Help Desk within four (4) hours with case assignment notification.

Upon the Help Desk's determination that a dispatch is required, Seller's field service technicians will provide the onsite response aligned to the service level elected in the Support and Maintenance Services Description. The ability to meet this service level may be impacted by the Buyer's room availability, the requirement for replacement parts, and the reliance on a Buyer's third-party.

When a case is opened, the Help Desk will classify the case in accordance with the following incident priority classifications:

Priority 1 – core business or technology functionality unavailable resulting in work stoppage or significant impact to user experience

Priority 2 – a loss in functionality that compromises but does not prevent work completion or have significant impact to user experience

Priority 3 – issue that does not compromise work completion and therefore does not require immediate attention

Priority 4 – issue that can be scheduled such as a maintenance activity or scheduled replacement

## 10. Services Exclusions

Unless otherwise specified in the Support and Maintenance Services Description, Services do not cover any of the following: (i) electrical work and / or in-house cabling; (ii) repair or replacement resulting from natural disaster, fire, accident, neglect, misuse, vandalism, water, corrosion, power surges, unconditioned or fluctuating power, Buyer-provided network, or failure of the installation site to conform to Manufacturer specifications; or resulting from use other than intended purposes; or resulting from use with items not provided or approved by Seller; or resulting from the performance of maintenance or the attempted repair by persons other than Seller's employees or persons authorized by Seller; (iii) repair or replacement excluded by or no longer covered by the Manufacturer's repair and replacement program; (iv) furnishing supplies or accessories including consumables such as projection lamps, bulbs, filters, fuses, batteries and the labor to replace these items; (v) relocation services, or the addition or removal of items from or to other devices not furnished by Seller; (vi) damage to displays caused by screen burnout or image "burn-in"; and (vii) Services in connection with computer viruses or conflicts involving software that is not installed or introduced by Seller including coverage for Buyerfurnished product unless specifically listed as covered product.

Any modifications and / or additions made without Seller's prior written approval are

at Buyer's sole risk and expense. If, in Seller's reasonable discretion, such modifications and / or additions cause defects, disruptions and / or malfunction, and Buyer requests Seller's assistance to correct the issue, Seller's assistance will be billable at Seller's then-current time and material rates.

#### 11. Charges and Payment Terms

Unless otherwise specified in the Proposal, payment terms are net 30 days from Buyer's receipt of invoice. Unless otherwise specified in the Proposal, Stand-alone Services will be billed upon Seller's confirmation of Buyer's order. Any services provided that are not included in the Services will be billable as incurred.

#### 12. Termination

Seller may immediately terminate the Services upon written notice in whole or in part for cause if any person other than a Seller employee or designated service representative alters covered equipment rendering it unsafe.

In the event of Buyer's early termination for cause, a pro-rated refund will be issued to the Buyer for the unused term of Services, except Buyer shall remain liable for (i) all non-refundable third-party fees incurred by Seller for prepaid expenses and (ii) all services performed during Services term. Services may not be terminated for convenience.

Seller reserves the right to terminate or modify available Services at any time in its sole discretion; provided, however, that any such termination or modifications will not affect any Services already ordered by Buyer and confirmed by Seller prior to such termination or modifications except as mutually agreed by both Parties.

#### 13. Buyer Obligations

- (a) Buyer shall provide Seller with all information, cooperation and access that Seller reasonably requests for remote diagnosis of the reported issue. Parts replacement and onsite service may not become available until the Help Desk is provided the appropriate information or support to diagnose the issue.
- (b) If applicable, Buyer shall provide Seller personnel with timely access to service location and adequate working space at no charge to Seller.
- (c) Buyer shall provide Seller's onsite managed services personnel with adequate working conditions that comply with all applicable labor, safety and health laws and regulations.
- (d) Buyer will provide the necessary utility services for use in accordance with the Manufacturer's applicable published specifications.
- (e) Buyer will be responsible for payment of parts and services provided by Seller that are not covered by the Services. Seller will obtain Buyer's written consent prior to providing the parts and / or services, which will be billable at Seller's then-current time and material rates.
- (f) Seller strongly recommends that Buyer install and use a current, reputable antivirus program in connection with any PC-based, open-architecture product, and that Buyer regularly updates and runs such anti-virus program, especially in connection with the emergence of any new viruses.
- (g) Buyer is solely responsible for backing up its data. Seller will not under any circumstances have a duty to back up Buyer's data or to restore data that is lost in the course of Seller's provision of Services, or otherwise. Seller will not be liable for the loss of Buyer's data, whatever the reason for the loss, including without limitation as a result of Seller's negligence. The preceding limitation applies to any cause of action,



whether based in contract, tort, or any other theory.

#### 14. Solicitation

At no time during the term of the Services or for one (1) year thereafter, will Buyer directly or indirectly offer employment to any Seller employees who performs Services on behalf of Seller without Seller's express prior written consent. In the event that Buyer is in breach of this provision, Seller shall have the right to invoice Buyer, and Buyer agrees to pay, a sum equal to twelve (12) months' salary in respect of the hired individual. The foregoing restrictions shall not apply to solicitation through any general recruitment advertisement in the normal course of business, without specifically targeting or approaching the other Seller's employees.

#### 15. Warranty and Limitation of Liability

SELLER WARRANTS FOR NINETY (90) DAYS FROM THE PERFORMANCE OF ANY SERVICES HEREUNDER THAT SUCH SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. SELLER MAKES NO WARRANTY THAT OPERATION OF THE PRODUCT SERVICED WILL BE UNINTERRUPTED OR ERROR FREE. BUYER MUST PROMPTLY REPORT IN WRITING ANY BREACH OF THIS WARRANTY TO SELLER NO LATER THAN FIFTEEN (15) DAYS AFTER EXPIRATION OF THE ABOVE WARRANTY PERIOD, AND BUYER'S EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF SUCH WARRANTY SHALL BE FOR SELLER TO RE-PERFORM THE SERVICES OR, IF SELLER IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, BUYER SHALL BE ENTITLED TO RECOVER THE PRORATED FEES PAID TO SELLER FOR THE NONCONFORMING SERVICES. SUBJECT TO THE EXCLUSION OF DAMAGES PROVISION CONTAINED IN THE GENERAL TERMS AND CONDITIONS, SELLER'S MAXIMUM LIABILITY FOR ALL OTHER DAMAGES WILL BE LIMITED TO ONE (1) YEAR'S SERVICE CHARGES. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND IN SUCH EVENT, THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

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# Addendum to General Terms and Conditions – Global Chip Shortage

Due to global semiconductor chip shortages, Seller is experiencing longer than normal lead times on equipment. As a result, Seller cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such shortages. However, Seller is working with its global suppliers on a daily basis to understand the impact of this chip shortage on delivery timelines and will use reasonable efforts to keep Buyer apprised of anticipated delivery timelines and delays. Should Buyer elect to purchase equipment immediately upon placement of order to mitigate delays, Seller will immediately bill Buyer upon placement of such order and Buyer shall pay for such equipment within the payment terms (e.g. net 30) specified herein, regardless of any other agreed upon billing terms or billing terms specified herein. AVI-SPL will store such equipment in its warehouse until delivery to Buyer. Warranty on such equipment shall commence upon delivery of the equipment to AVI-SPL's warehouse, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.

This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC is the property of AVI-SPL or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL LLC. All Rights Reserved

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# **Integration Inclusions & Exclusions**

## **Inclusions**

The following items are <u>INCLUDED</u> in this proposal <u>unless specifically noted otherwise</u> within this proposal document or scope of work statement:

- All equipment, wire and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
- Non-union labor associated with audio/visual system engineering, installation, programming and testing.
- Documentation package including complete as-built AV system diagrams and manufacturer's operation manuals.
- Coordination and cooperation with the construction team in regards to installing the system.
- User demonstration of full AV system operation for final sign-off.

Any additional trips, labor or materials due to failure of the other work forces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Unless otherwise agreed in writing by AVI-SPL, all work performed by AVI-SPL will take place between the hours of 8:00 a.m. and 6:00 p.m. local time, Monday through Friday, excluding public and bank holidays. If AVI-SPL is required to perform work outside of these hours, customer will be charged AVI-SPL's standard overtime rates. Any changes in the hours or days of performance must be agreed to in writing by AVI-SPL.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

#### **Exclusions**

The following items are <u>EXCLUDED</u> from this proposal <u>unless specifically identified otherwise</u> within this proposal document or scope of work statement.

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including but not limited to 110VAC, conduit, core drilling, raceway and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching and port configuration necessary to support audiovisual equipment.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping.
- Necessary sheet rock replacement, ceiling tile, T-bar replacement and/or wall/ceiling repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
- Painting, patching or finishing of architectural surfaces.
- Permits (unless specifically provided for elsewhere in this proposal document or scope of work statement).
- Engineered (P.E.) seals and/or stamped structural/system details.
- HVAC and plumbing relocation.
- Rough-in, bracing, framing or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
- Owner furnished equipment or equipment furnished by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.
- Additional or specific manufacturer's "User Adoption" training.
- Additional costs for union labor.

**AVI-SPL LLC** 



## **General Terms and Conditions**

#### 1. Applicability of Terms

1.1 These General Terms and Conditions (together with any addenda attached hereto and incorporated herein by this reference, the "Terms and Conditions") and the accompanying Audiovisual Solutions Proposal (the "Proposal") are the only terms and conditions which govern the sale of the equipment and any related software (the "Products") and services (the "Services") specified in the Proposal by AVI-SPL LLC ("Seller") to the buyer/customer identified in the Proposal ("Buyer"). Seller and Buyer may be individually referred to as a "Party" and collectively as "Parties."

1.2 The Terms and Conditions and the Proposal (collectively, the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict or inconsistency between the General Terms and Conditions and any addendum, the addendum shall prevail to the extent of such conflict or inconsistency. In the event of a conflict between the Terms and Conditions and the Proposal, the Terms and Conditions shall prevail to the extent of such conflict or inconsistency. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Products and Services that are the subject of the Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with these Terms and Conditions.

#### 2. Acceptance and Modification of Terms

2.1 This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this sub-Section 2.1 and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Buyer's signed acceptance of the Agreement, issuance of order against the Agreement, payment for any of the Products or Services contained in the Agreement, or receipt of the Products or Services contained in the Agreement, whichever occurs first, shall constitute Buyer's acceptance of this Agreement.

2.2 Any modification, addition to, or waiver of any of this Agreement shall not be effective unless in writing and signed by an authorized representative of Seller, and any different or conflicting terms appearing in Buyer's purchase order or other documents are expressly rejected by Seller. No relaxation, forbearance or indulgence by a Party in enforcing any of the terms and conditions of this Agreement or the granting of any time to the other Party shall prejudice or restrict the rights and powers of a Party hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

#### 3. Delivery

3.1 Seller will use its best efforts to deliver the Products in accordance with the Buyer requested delivery date, subject to receipt of all necessary information from Buyer and Buyer's compliance with Seller's reasonable instructions for site readiness. Shipping and installation dates are approximate only, and Seller shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control and without its fault or negligence.

3.2 Any delay due to causes beyond Seller's reasonable control and without Seller's fault or negligence shall extend delivery and installation dates to the extent caused thereby. Seller will use reasonable efforts to timely notify Buyer in the event of a delay. Buyer shall reimburse the Seller its reasonable additional expenses resulting from any Buyer-caused delay. When delivery of the Products is delayed at the request of the Buyer and the Products have already been shipped by Seller's vendor, Seller will place the Products in storage and invoice Buyer the price of such Products, which will be promptly paid. Seller shall not be liable, and the Buyer shall have no right to cancel or rescind this Agreement, in the event of any delay due to causes beyond Seller's reasonable control and without Seller's fault or negligence, and Buyer shall accept such delayed performance by Seller. The Buyer's receipt of the Products shall constitute a waiver of any claims for delay.

#### 4. Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer's receipt of invoice. For purposes of this Agreement, "Stand-alone Services" means any Services not attached to an installation project. Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

## 5. Buyer in Arrears or Default

In the event Buyer is in arrears with any payment due from it to Seller at any time, whether in respect of the Proposal price or any other amount due from the Buyer to the Seller under the terms of this Agreement, the amount in arrears shall bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief or remedy available to Seller. Upon notice to Buyer and without waiving any other rights or remedies to which it may be entitled, Seller shall have the right to suspend or terminate performance of the Services or delivery of the Products until payment of the amount in arrears is received, decide not to fulfill additional orders from Buyer and/or seek collection of all amounts due. Seller shall have no liability to Buyer for any such suspension or termination. In the event of any action by Seller to collect any amount not paid when due, Buyer will reimburse Seller for its costs of collection (including, without limitation, any reasonable attorneys' fees). In the event of Buyer's default, Seller may also, without notice, peaceably enter any premises in which the Products are located and remove, hold and sell them in accordance with applicable law, to satisfy in whole or in part Buyer's obligations.

## 6. Title and Risk of Loss

6.1 Title to the Products shall pass to Buyer upon delivery, subject to the manufacturer's or Seller's software license (if applicable) and a purchase money



security interest retained by Seller in the Products sold and the proceeds thereof until payment of all amounts then due to Seller. Seller shall be entitled to remove the Products from the Buyer's premises if all payments are not made when due. Buyer agrees to reasonably cooperate with Seller in the execution and filing of financing statements under the Uniform Commercial Code or other documents as Seller reasonably requests to protect its security interest.

6.2 Risk of loss or damage to the Products or any part thereof shall pass to the Buyer upon delivery.

#### 7. Installation and Site Preparation

- 7.1 Installation (e.g. field assembly, interconnection, equipment calibration and checkout) is to be performed by the Seller's trained technical employees. The Seller shall be entitled to employ subcontractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Seller employees is prevented by trade unions, the Buyer shall arrange with the trade unions at its own expense to complete installation. The Seller is thereafter liable only for engineering supervision of installation.
- 7.2 The Seller shall reasonably coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Seller's work in progress is impeded by other trades and/or contractors (excluding the Seller's own subcontractors) or by scheduling delays due to the Buyer, time delays in the final installation as well as additional charges, including labor, travel and other reasonable expenses, may result.
- 7.3 The Buyer shall be responsible for preparing, at its own expense, the installation site in accordance with the Seller's reasonable instructions, including the requirements specified in the Proposal. In no event shall the Seller be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise agreed in writing in the Proposal, Buyer shall provide the Seller with source code for any non-Seller programmed remote control system required to be modified under the terms of this Agreement.

## 8. Access to Project Site

- 8.1 The Buyer shall provide the Seller with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Buyer's staff to serve as a contact person for all site preparation and installation issues. Buyer shall provide the Seller with free access to the installation site for the purpose of preparation for installation.
- 8.2 Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Products and the premises where the Products shall be situated.

#### 9. Warranty

- 9.1 Seller warrants that:
- (a) Immediately prior to delivery, it had good title to the Products, free from any lien or encumbrance unless otherwise specified;
- (b) For a period of ninety (90) days from delivery and acceptance of the Products and Services, or, with respect to Products manufactured by a third party, such longer period of time provided by such manufacturer, the Products and Services will (i) be free from defects in materials or workmanship and (ii) conform to the requirements of the Proposal, including any instructions, specifications and documentation incorporated therein;

- (c) It is in compliance with all applicable federal, state and local laws, regulations and standards relating to the sale and transportation of the supplies or items, and provision of the Products including all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA"); and
- (d) With respect to Services, Seller's personnel shall possess the requisite level of training, skill and experience to address the requisite tasks efficiently and will perform the Services provided hereunder in a professional and workmanlike manner consistent with generally accepted industry standards.
- 9.2 Seller shall not be liable for nor have any warranty obligations with respect to Products that are in any way misused, altered and/or repaired by someone other than a representative of the Seller which, within the sole, reasonable judgment of the Seller, results in an adverse effect, including effects upon performance or reliability of the Products.
- 9.3 In order to make a warranty claim, Buyer shall promptly notify Seller in writing and Seller will, subject to the applicable manufacturer's warranty policy, repair or replace such defective Product at no cost to Buyer. Seller will attempt to reply to warranty claims received from Buyer prior to 1:00 p.m. within forty-eight hours. Normal working hours are 8 a.m. to 5 p.m., Monday through Friday, excluding legal holidays. Buyer shall reasonably and promptly cooperate with Seller's request for information regarding the claim and with return of the defective Product if required.
- 9.4 Except as otherwise specified in this Agreement, no warranty whatsoever is provided by the Seller hereunder as to Products manufactured by anyone other than the Seller, including but not limited to, cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes). Seller's sole obligation with respect to Products manufactured by someone other than Seller shall be to pass through the applicable warranties, if any, provided by the manufacturer. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

## 10. Buyer Responsibilities

Buyer or any user of the Products shall (i) notify Seller as soon as any unusual operating peculiarity appears, and (ii) operate the Products in a safe and competent manner in strict compliance with the Product specifications and operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Products fails to comply with this Section 10, Seller's warranties and its obligations hereunder shall terminate without notice to Buyer.

#### 11. Limitation of Liability and Exclusion of Damages

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT AND THE RELATIONSHIP AND/OR DEALINGS BETWEEN BUYER AND SELLER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. EXCEPT FOR SELLER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY BUYER UNDER THIS AGREEMENT. THE ABOVE LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.



#### 12. Taxes

12.1 Any and all taxes levied or based on the prices in this Agreement, or the Products being sold hereunder, exclusive of any taxes based on net income, shall be added to the purchase prices set forth in the Proposal, except to the extent the Buyer provides the Seller with a valid tax exemption certificate approved by Seller.

12.2 All payments to be made hereunder shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If Buyer is compelled to make any such deduction, it will pay to Seller such additional amounts as are necessary to ensure receipt by Seller of the full amount which Seller would have received but for the deduction.

#### 13. Confidentiality

13.1 Each Party may from time to time during the Agreement, in the course of discussions or dealings with each other, receive or learn, orally, visually or through any tangible medium, certain information regarding the other Party's business, including but not limited to, its products, inventions, operations, methodologies, systems, processes, product development plans or intentions, know-how, designs, trade secrets, market opportunities, business or financial affairs, and technical, marketing, financial, employees, planning, intellectual property and other confidential or proprietary information ("Confidential Information"). Confidential Information does not include, and the restrictions in this Agreement shall not apply with respect to, information (i) possessed by or independently developed by the receiving Party prior to any disclosure, (ii) obtained from sources other than the disclosing Party, which sources had no obligation of confidentiality to disclosing Party with respect to the Confidential Information, or (iii) which is within the public domain when disclosed or becomes part of the public domain after disclosed to the receiving Party without fault on the part of the receiving Party. Seller's Confidential Information also includes the terms of this Agreement.

13.2 The Confidential Information of a Party belongs to that Party. The receiving Party will not disclose the Confidential Information of the disclosing Party to any third party without the disclosing Party's prior written consent. The receiving Party will not use the Confidential Information of the disclosing Party for any purpose not expressly permitted by this Agreement or to carry out the Services or the sale of Products, and will disclose the Confidential Information of the disclosing Party only to the employees or contractors of the receiving Party who have a need to know such Confidential Information for purposes of carrying out the Services or the sale of Products and who are under a duty of confidentiality no less restrictive than the receiving Party's duty hereunder. Receiving Party will protect the disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

13.3 Receiving Party will, upon completion or termination of this Agreement or promptly upon request from the disclosing Party, return or destroy all Confidential Information of the disclosing Party, including any documents or materials that contain any Confidential Information of the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party (i) may retain one (1) copy of the disclosing Party's Confidential Information solely for archival, audit, disaster recovery, legal or regulatory purposes and (ii) will not be required to search archived electronic back-up files of its computer systems for the disclosing Party's Confidential Information in order to purge the disclosing Party's Confidential Information from its archived files; provided, however, that the receiving Party must (i) maintain its confidentiality under this Agreement as if it were still in effect, and

(ii) not use the retained Confidential Information of the disclosing Party for any other purpose.

13.4 The Parties recognize that a violation of this Section 13 can cause irreparable harm to the business of the disclosing Party that could not be adequately compensated by the payment of money damages and agree that the disclosing Party may seek injunctive relief against any actual or threatened breach of this Section 13 in addition to any other available legal and equitable remedies. The prevailing Party in any action to enforce this Section 13 shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees in addition to other relief granted in such action.

#### 14. Force Majeure

Except for payment for amounts due under the Agreement, neither Party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control and without its fault or negligence. Such acts or events shall include but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, factory or labor conditions, inability to obtain necessary labor, materials or manufacturing facilities, and delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. The Party claiming force majeure shall promptly inform the other Party of any event of force majeure, and its expected duration and cessation. The Party claiming force majeure shall use its best efforts to mitigate such effects to the extent reasonably practicable.

#### 15. Return/Cancellation Policy

In the event Buyer wishes to return, cancel, exchange or terminate any Products based on reasons outside of Seller's control, including but not limited to Buyer's cancellation or termination of this Agreement or any portion thereof for its convenience, Buyer agrees, in addition to any other amounts due under this Agreement, to reimburse Seller at cost for (i) any and all third party cancellation/restocking fees incurred by Seller and (ii) where applicable, return shipping costs. Buyer understands and agrees that Seller may be unable to return certain Products to the manufacturer for a full refund or payment of a cancellation/restocking fee, including but not limited to Products that are custom or semi-custom, Products that have been removed from their original packaging and Products that have been in the possession of Buyer or stored by Seller for Buyer for an extended period of time. If Buyer wishes to return, cancel, exchange or terminate a Product due to reasons outside of Seller's reasonable control and Seller is unable to return the Product to the manufacturer for refund of full Product price or payment of a cancellation/restocking fee, Buyer shall be responsible for paying Seller the full Product price. If the non-returnable Product is in Seller's possession or is in transit from Seller's manufacturer, Seller will, if requested by Buyer within ten (10) days of Buyer's notice of return/cancellation/exchange/termination, deliver the Product to Buyer within a reasonable period of time following Buyer's payment of the full Product price and shipping costs.

#### 16. Termination

16.1 Seller may, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Buyer breaches a material term of this Agreement (it being understood that Buyer's payment obligations shall constitute a material term) and such breach is not cured within thirty (30) days after written notice thereof. Seller may also, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written



notice if Buyer: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) fails on multiple occasions to pay any amounts when due, (iii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iv) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days. Upon Seller's termination of this Agreement for cause, without waiving or otherwise limiting any other remedies available to Seller under this Agreement, at law or in equity, Buyer shall become immediately liable for any outstanding charges for Products delivered and/or Services performed up to the date of termination, any third party restocking/cancellation fees incurred by Seller, and any interest on any and all past due charges as set forth in this Agreement.

16.2 Buyer may, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Seller breaches a material term of this Agreement and such breach is not cured within thirty (30) days after written notice thereof. Buyer may also, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written notice if Seller: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iii) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days.

16.3 Buyer may, upon written notice to Seller, terminate this Agreement for its convenience provided, however, that Seller shall be paid for all Products delivered and Services performed up to the effective date of termination (less amounts already paid) plus reimbursed at cost for any third party restocking/cancellation fees and, where applicable, return shipping costs, in accordance with Section 15. For any non-returnable items, Buyer shall pay Seller for the full Product price and, where applicable, shipping costs, in accordance with Section 15.

16.4 Upon any expiration or termination of this Agreement, in addition to any other provisions of this Agreement that state survival after termination or expiration of this Agreement, and notwithstanding expiration, completion or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement that, by their nature, shall survive such completion or termination, including without limitation provisions relating to warranties, governing law and jurisdiction, and confidentiality.

#### 17. Governing Law and Jurisdiction

17.1 This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida without giving effect to its conflicts of law rules. Any dispute related to, arising out of, or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Hillsborough County, Florida and the United States District Court for the Middle District of Florida. In the event of legal proceedings arising out of or relating to this Agreement, the prevailing Party, as determined by the court, shall be entitled to recover, from the non-prevailing Party, reasonable costs suffered or incurred in connection with such proceedings including, but not limited to, court fees, attorneys' fees, expenses and costs of investigation and court.

17.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, SELLER AND BUYER EACH WAIVE ANY RIGHTS WHICH EITHER MAY HAVE TO TRIAL BEFORE A JURY OF ANY DISPUTE ARISING FROM, OR RELATED TO, THIS AGREEMENT. SELLER AND BUYER FURTHER STIPULATE AND CONSENT THAT ANY SUCH LITIGATION BEFORE A COURT OF COMPETENT JURISDICTION SHALL BE NON-JURY.

#### 18. Miscellaneous

18.1 The Proposal shall be firm for the period shown on the face of the Proposal, subject to withdrawal or change by the Seller upon notice at any time prior to Buyer's acceptance. Notwithstanding the foregoing, the Seller shall have the right to amend the price of the Products to reflect current conditions that affect the price, including increase in raw material prices, and tariffs that had not been imposed at the time this Agreement was submitted to Buyer.

18.2 In providing the Products, Seller shall be deemed to be an independent contractor and its personnel and representatives shall not act as nor be Buyer's agents or employees. Seller shall have complete charge and responsibility for personnel employed or engaged by Seller.

18.3 Buyer may not assign any of its rights or obligations under this Agreement, including by purchase, merger or operation of law, without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Seller may assign this Agreement to any of its affiliates or any successor of all or substantially all of its business. Any attempted assignment or transfer in violation of this sub-Section 18.3 shall be null and void.

18.4 If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining terms of this Agreement shall in no way be affected or impaired.

Buyer Acceptance	
Signed Name	Company Name
Printed Name, Title	 Date

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## Addendum to General Terms and Conditions – Software License

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of control system integration and programming as more particularly described in this Addendum and the Proposal. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

#### 1. License Grant and Ownership

- 1.1 Seller hereby grants to Buyer a worldwide, perpetual, non exclusive, non transferable license to all Software for its use in connection with the establishment, use, maintenance and modification of the control system implemented by Seller. The term "Software" for the purposes of this Software License shall refer to all source code, executable object code, and the patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the control system as delivered by Seller and accepted by Buyer.
- 1.2 Except as expressly set forth in this paragraph, Seller shall at all times own all intellectual property rights to the Software. Any and all licenses, product warranties or service contracts provided by third parties in connection with the Software or control system in which such Software is implemented shall be delivered to Buyer for the sole benefit of Buyer.
- 1.3 Buyer may supply to Seller or allow Seller to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Buyer. All such intellectual property shall remain the exclusive property of Buyer and shall not be used by Seller for any purposes other than those associated with delivery of the control system.

## 2. Copies, Modification and Use

- 2.1 Buyer may make copies of the Software solely for archival purposes and as required for modifications to the control system in which such Software is implemented. All copies and distribution of the Software shall remain within the direct control of Buyer and its representatives.
- 2.2 Buyer may make modifications to the source code version of the Software, if and only if the results of all such modifications are applied solely to the control system in which the Software is implemented. In no way does this Software License confer any right in Buyer to license, sublicense, sell, or otherwise authorize the use or distribution of the Software, whether in executable form, source code or otherwise, by any third parties, except in connection with the use of the control system for Buyer's internal business needs.
- 2.3 All express or implied warranties relating to the Software shall be deemed null and void in case of any modification to the Software made by any party other than Seller or Seller's authorized personnel.

#### 3. Warranties and Representations

- 3.1 the Software and all intellectual property therein, are original to Seller or its third party licensors; and
- 3.2 the Software, as delivered by Seller as part of the control system, will not infringe or otherwise violate the intellectual property rights of any third party.

#### 4. Indemnification

- 4.1 Seller hereby indemnifies and shall defend and hold harmless Buyer, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that the Software as delivered by Seller or any intellectual property therein infringes or otherwise violates any rights of any such third party. In no event will Seller have any obligations under this provision in the event such infringement results from (i) use of the Software or control system in which it is implemented in violation of this Software License, (ii) modification or alteration of the Software or the control system in which it is implemented by someone other than Seller or Seller's authorized personnel, (iii) content or specifications provided by Buyer, or (iv) use of the Software or control system in which it is implemented in combination with any other software, hardware, services or other materials other than as provided by Seller or authorized in the applicable manufacturer specifications.
- 4.2 Buyer hereby indemnifies and shall defend and hold harmless Seller, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and third party licensors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Buyer's use of the Software in contravention of the grant of rights in this Software License infringes or otherwise violates any rights of any such third party.
- 4.3 Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times have the full right to participate in such a defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

#### 5. Term and Termination

This Software License will automatically terminate upon the disassembly of the control system in which the Software is implemented, unless the control system is reassembled in its original configuration in another location. Seller may terminate this Software License upon notice for Buyer's failure to comply with any of the terms set forth in this Software License. Upon termination, Buyer is obligated to immediately destroy the Software, including all copies and modifications.



## Addendum to General Terms and Conditions – Government and Education

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of Products and Services to federal, state and local government and education customers. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

## 1. Modification to Section 5 of General Terms and Conditions

Section 5 of General Terms and Conditions is hereby deleted in its entirety and replaced with the following:

"In the event Buyer is in arrears with any payment whatsoever due from it to Seller at any time, whether in respect of the Proposal price or any other amount due from the Buyer to the Seller under the terms of this Agreement, the amount in arrears shall bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief or remedy available to Seller."

## 2. Modification to Section 6 of General Terms and Conditions

Sub-Section 6.1 of General Terms and Conditions is hereby deleted in its entirety and replaced with the following: "Title to the Products shall pass to Buyer upon delivery, subject to the manufacturer's or Seller's software license (if applicable)."

#### 3. Modification to Section 13 of General Terms and Conditions

A new sub-Section 13.5 is added at the end of Section 13 of the General Terms and Conditions:

"Nothing in this Section 13 shall be construed so as to restrict the right of access to public records in contravention of applicable federal or state public records laws."

#### 4. Modification to Section 17 of General Terms and Conditions

Sub-Section 17.2 is hereby deleted in its entirety.

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# **EXHIBIT "B"** Project Schedule

# **EXHIBIT "C" Insurance**

Comprehensive General Liability. Contractor agrees to maintain General Liability at a limit of liability not less than \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate on a primary and non-contributory basis, including the City of Doral as an Additional Insured. Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- Premises and Operation;
- Independent Contractors;
- Products and/or Completed Operations Hazard;
- Broad Form Property Damage
- Broad Form Contractual Coverage applicable to this Contract, including any hold harmless and/or Indemnification Agreement;
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability;
- \$3,000,000 Umbrella/Excess Liability over and above and following the above mentioned General Liability & Business Automobile Liabilities.

<u>Business Automobile Liability.</u> Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 per Occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned, Non-Owned & Hired automobiles, and Employers' Non-City ship.

Worker's Compensation & Employer's Liability. Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Homes Act. 4. Workers' Compensation in accordance with Florida Statute, including Employer's Liability of \$1,000,000. Contractor agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

<u>Builder's Risk Insurance.</u> Coverage shall be "All Risk" coverage for one hundred percent (100%) of the completed value of the structure(s), building(s) or addition(s). Where Contract calls for install of machinery or equipment, the policy must be endorsed to provide coverage on "All Risk" basis during transit and installation. The policy must be issued with a deductible of not more than \$50,000 per claim.

<u>Waiver of Subrogation</u>. Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City, Contractor, Sub-Contractors, Architects, or Engineer for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss Contract to waive subrogation without an endorsement, the Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall

not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such Contract on a pre-loss basis.

Right to Revise or Reject. Contractor agrees the City reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operating legally in the State of Florida. In such events, City shall provide Contractor written notice of such revisions or rejections.

Certificate of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to: City of Doral

Risk Management Division

Attn: Risk Manager 8401 NW 53<sup>rd</sup> Terrace Doral, Florida 33166

Other Terms. City shall have the right, but not the obligation, of prohibiting Contractor from entering the Project site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Contractor agrees the City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City.

Exhibit "D" E-Verify

## **E-Verify Affidavit**

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Doral, Florida, are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<a href="https://www.e-verify.gov/employers/enrolling-in-e-verify">https://www.e-verify.gov/employers/enrolling-in-e-verify</a>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

	June 19, 2023
Offeror Signature	Date
Steve Benjamin Print Name	Executive Vice President Title
Till Name	riue
59-1958935 Federal Employer Identification Number (FEIN)	
Notary Public Informa	tion
Sworn to and subscribed before me on this this day of	ne, 2023.
By Steve Benjamin, EUP  Is personally known to me	
☐ Has produced identification (type of identification produced:	
Kaye A. Buchen	
Signature of Notary Public  KAYE A. BURCHENSON  Commission # GG 974921	
Expires August 1, 2024 Bonded Thru Budget Notary Services	
Print or Stamp of Notary Public Expiration Date	

# Exhibit "E" Schedule of Room Values – Labor

ROOMS	100% VALUES	70% BILLING VALUES	10% RETAINAGE
Aquatic Center - 3 Divisible Rooms	\$42,278.23	\$29,594.76	\$4,227.82
Aquatic Center - Concession S1000 \$	\$2,902.35	\$2,031.65	\$290.24
Aquatic Center - IDF S1015 and IDF G1510	\$11,003.06	\$7,702.14	\$1,100.31
Recreation Center - 3 Divisible Rooms	\$45,770.00	\$32,039.00	\$4,577.00
Recreation Center - Kitchen	\$16,404.71	\$11,483.30	\$1,640.47
Recreation Center - Cafe	\$3,671.18	\$2,569.83	\$367.12
Recreation Center - Lobby	\$42,705.29	\$29,893.70	\$4,270.53
Recreation Center - Silver Room	\$25,194.12	\$17,635.88	\$2,519.41
Recreation Center - Child Watch	\$27,717.65	\$19,402.36	\$2,771.77
Recreation Center - Indoor Play	\$15,967.05	\$11,176.94	\$1,596.71
Recreation Center - Teen Room	\$33,598.82	\$23,519.17	\$3,359.88
Recreation Center - Art Room	\$17,272.35	\$12,090.65	\$1,727.24
Recreation Center - 2 Locker Rooms & Saunas	\$10,227.06	\$7,158.94	\$1,022.71
Recreation Center - 1st floor Fitness Room	\$27,625.59	\$19,337.91	\$2,762.56
Recreation Center - 2nd floor Fitness Track	\$45,859.41	\$32,101.59	\$4,585.94
Recreation Center - Large Multipurpose Room	\$22,044.70	\$15,431.29	\$2,204.47
Recreation Center - Medium Multipurpose Room	\$21,100.00	\$14,770.00	\$2,110.00
Recreation Center - Small Multipurpose Room	\$20,235.88	\$14,165.12	\$2,023.59
Recreation Center - Gym / 2 Courts	\$59,798.82	\$41,859.17	\$5,979.88
Recreation Center - 2nd floor Terrace Cafe	\$10,707.06	\$7,494.94	\$1,070.71
Recreation Center - Conference Room	\$16,921.76	\$11,845.23	\$1,692.18
Recreation Center - Conference Room IDF R1420	\$4,388.82	\$3,072.17	\$438.88
Recreation Center - MP Room & Gym IDF R1325	\$8,085.88	\$5,660.12	\$808.59
Recreation Center - MDF	\$25,221.18	\$17,654.83	\$2,522.12
Recreation Center - IPTV System	\$23,963.53	\$16,774.47	\$2,396.35
Amphitheater - All Systems	\$146,443.30	\$102,510.31	\$14,644.33
PA System -	\$316,198.07	\$221,338.65	\$31,619.81
Total Labor Costs	\$1,043,305.87	\$730,314.11	\$104,330.59

## **RESOLUTION No. 23-61**

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE USE OF THE TIPS CONTRACT No.200904 FOR THE PURCHASE OF AUDIO-VISUAL (AV) SYSTEMS HARDWARE AND IMPLEMENTATION FROM AVI SPL FOR DORAL CENTRAL PARK IN THE AMOUNT OF \$2,715,632.53; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral ("City") has implemented audio-visual solutions at nearly all city facilities, such as the government center, police department, police training center, and most City parks; and

WHEREAS, the City's audio-visual infrastructure is built on Crestron equipment; and

WHEREAS, the City is in need of audio-visual (AV) systems hardware and implementation for Doral Central Park; and

WHEREAS, AVI SPL is a provider of audio-video technologies and managed AV services to businesses and organizations to help them transform using innovative and leading-edge interactions; and

WHEREAS, AVI SPL has the highest Creston product availability to support the demand required to equip Doral Central Park; and

WHEREAS, AVI SPL currently serves as the City's AV support provider and has worked on the design, deployment, and configuration of numerous City projects; and

**WHEREAS,** AVI SPL has provided the City with a proposal to provide the audiovisual (AV) systems hardware and implementation needed for Doral Central Park; and

WHEREAS, AVI SPL's proposal to the City is pursuant to their contract with the TIPS cooperative agency (Contract No. 200904), and pursuant to Section 2-322 of the City's Code of Ordinances, whereby the City is authorized to purchase supplies, materials, equipment and contractual services which are the subject of contracts through cooperative purchasing ventures, when the best interest of the City would be served thereby; and

WHEREAS, Staff recommends that the City Council approve the purchase of audio-visual (AV) systems hardware and implementation for Doral Central Park in an amount not to exceed \$2,715,632.53, which will allow for the facility to be equipped with the latest technology to provide media, sound, and content. Funding will be provided via the Parks Bond Fund account numbers 303.9000572.500650 and 305.9000572.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

<u>Section 1.</u> <u>Recitals.</u> The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval and Authorization. The purchase of audio-visual (AV) systems hardware and implementation for Doral Central Park from AVI SPL, utilizing TIPS Contract No. 200904, in an amount not to exceed \$2,715,632.53 is hereby approved. The City Manager is further authorized to expend budgeted funds as provided for herein.

<u>Section 3.</u> <u>Implementation.</u> The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution, including negotiating the terms of an

agreement in furtherance of the approved purchase.

<u>Section 4.</u> <u>Effective Date.</u> This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Councilmember Puig-Corve who moved its adoption. The motion was seconded by Vice Mayor Pineyro and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 10 day of May, 2023.

CHRISTI FRAGA, MAYOR

ATTEST:

CONNIE DIAZ, MMC

CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

VALERIE VICENTE, ESQ. for

NABORS, GIBLIN & NICKERSON, P.A.

CITY ATTORNEY