



City of Grand Island

Tuesday, September 11, 2007

Council Session

Item G14

#2007-223 - Approving Contract with AVI Systems for Master Control & Studio Relocation

Staff Contact: Wendy Meyer-Jerke

Council Agenda Memo

From: Jeremy Watson, Audio\Video Technician

Council Meeting: September 11, 2007

Subject: Award Bid for GITV Master Control & Studio Relocation Project

Item #'s: G-14

Presenter(s): Wendy Meyer-Jerke, Public Information Officer

Background

Grand Island Television, also referred to as GITV, has been operational since 1993. GITV is classified as a PEG (Public Educational Governmental) station and airs on Channels 6 for those citizens who have Charter Cable and can also be seen on UHF Channel 56 for those without cable. GITV brings the latest news to the citizens of Grand Island and Hall County on governmental, educational, and community related segments. Info Channel 12 serves as an interactive bulletin board where community events, government and non-profit organization notices, and educational opportunities are listed. GITV continues to move forward with the vision of an all digital broadcast quality studio that will provide top notch segments for its viewers.

For the last fourteen years GITV has occupied the space directly north of the Hall County Emergency Management/911 Call Center in the basement of City Hall. A recent renovation plan has been developed to allow for the expansion of the Emergency Management Center and relocation of the GITV master control room and studio. This renovation will allow Emergency Management to use the current GITV space for new equipment funded through a recent grant. Therefore, relocating GITV into what is the current mailroom.

Currently GITV does not have an in-house studio where news or educational segments can be taped. The space that was once used for these types of interviews is now occupied by the upgraded studio equipment that has been purchased and is used as work space for the audio/visual technician. While interviews are many times great to do on-location, these shoots take a tremendous amount of set-up and teardown time from GITV staff. In addition, many of the non-profit organizations and government divisions that GITV deals with are limited on office space and interviews are not feasible to do at their location.

With the completion of this project, staff time will be saved and GITV will be able to hold interviews in a professional and dynamic setting on any desired subject matter. On-location interviews will continue to be done when appropriate to the story but more often the studio will be used.

Discussion

The specifications for the Studio/Master Control Design Project including technical representation and engineering were issued for bid and a response was received from one bidder:

<u>Bidder</u>	<u>Bid Price</u>
AVI (Audiovisual, Inc.) Systems, Omaha, NE	\$68,361.00

Department Staff reviewed the bid for compliance with the City's specifications. The bid of AVI Systems is compliant with those specifications.

Minimal dollars and resources have been put into GITV Channels 6 and 56 and Info Channel 12 in the last fourteen years. The City of Grand Island has a "gem" right here in their backyard to use to showcase and educate all citizens in Hall County on governmental, educational, and community related topics. In order to provide citizens with highly professional and broadcast quality segments this proposed engineering and relocation project is very much needed.

Costs associated with this project will entail the engineering process, rewiring and relocation of current studio to new space and equipment needed for optimal audio and video monitoring as well as ensure an efficient and effective master control and studio work space.

As part of the engineering phase equipment racks will be relocated, as well as the determination of the number of additional racks needed to better utilize space and workflow. Also during the engineering process it will be determined if additional video and/or audio monitoring is needed to more efficiently monitor video and audio signals. The engineering phase will also provide studio lighting recommendations.

Installation and rewiring is also a significant part of this project. Installation will include the disconnection of video and audio connecting in the existing master control area and relocation and installation of this equipment into new area. This will include the rewiring of components connected from the Council Chambers to the new studio space. Furthermore, necessary video, audio, and RF lines will be extended from existing master control to new location.

A complete set of line drawings and CAD file will be provided upon completion of project to the City of Grand Island. A system check and training will also be provided by AVI to GITV staff.

There are numerous benefits to this studio/master control design project. By having a GITV studio that will have sufficient space, lighting, and audio components, it will allow for greater flexibility of staff time and will give a consistent and dynamic look to GITV segments. One of the visions of GITV is to hold newscasts similar to the other local affiliates. This relocation project will give GITV the capability to do this in an actual LIVE setting. Eventually, GITV would also like to look into the possibility of an internship program with members of the Community Youth Council, Grand Island high school, Central Community College and/or Hastings College students. This relocation would give GITV the needed space and technological tools where a program like this could be implemented. With the current space and working conditions this type of program is not feasible.

This move will give GITV a significant increase in space and will allow for a much needed redesign and reengineering of its current infrastructure and studio. The proposed contract will provide a highly qualified team of audio/video technicians to serve as GITV's technical representatives in design, installation, training, and maintenance of the master control. AVI has always been responsive to the needs of GITV in a timely and professional manner and the same is expected from this project. AVI is a reputable company that GITV has worked closely with through two recent upgrades the last few years.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.
4. Take no action.

Recommendation

City Administration recommends that the bid received from Audiovisual, Inc. for the Master Control and Studio Relocation Project of GITV will be accepted and expenditure of funds authorized by resolution.

Sample Motion

Motion to accept the bid from Audiovisual, Inc. and authorize expenditure of funds by resolution.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
MASTER CONTROL & STUDIO RELOCATION**

RFP DUE DATE: June 6, 2007 at 4:00 p.m.

DEPARTMENT: GITV

PUBLICATION DATE: May 17, 2007

NO. POTENTIAL BIDDERS: 3

SUMMARY OF PROPOSALS RECEIVED

AVI Systems
Omaha, NE

cc: Wendy Meyer-Jerke, PIO
Paul Briseno, Assist. to Admin.
Dale Shotkoski, City Attorney
Sherry Peters, Legal Secretary

Jeremy Watson, Audio/Visual Technician
David Springer, Finance Director
Wes Nespor, Assist. City Attorney

P1170



AVI Systems 5055 South 111th Street Omaha, NE 68137

Systems Engineering Agreement (SEA)

Quote Number 111-07-022780

Customer / Bill To:	Project / Location:	Office Information:
City of Grand Island	City of Grand Island	
100 East 1st Street	100 East 1st Street	Job #
Grand Island, NE 68801	Grand Island, NE 68801	Sales Rep: Guy Sauer
	GITV Master Control & Studio	Engineering Mgn: Lane Bakke
		Terms Accepted By:
Customer # 633	Attn: Jeremy Watson	Project Accepted By:
Date: 9/7/2007	Phone: 308-385-5487 x310	Est. Start Date:
Customer PO:	Fax:	Est. Completion Date:

Notes: Master Control & Studio Relocation

1.0 Specific Project Scope –

AVI Systems will engineer th relocation City of Grand Island - GITV's Master Control and Studio.

The first phase of this project entail Engineering. As part of the move Customer may want to relocate equipment in racks to provide better work flow. Additionally, the current rack is full, another rack is needed for better equipment spacing and work flow. The Engineering process will also determine if additional video and/or audio monitoring is needed to better monitor video and audio signals more efficiently.

The Engineering phase can also provide studio lighting recommendations by examining current lights and size of new Studio space.

Will work very closely with the Customer during the Engineering phase to determine the current work flow, with an eye towards future goals for GITV.

The amount of equipment and installation is virtually impossible to determine without the Engineering phase completed. Below is what we feel are areas that may need some additional equipment and installation.

NOTE: The equipment and installation amount are based on estimations of potential needs. Without Engineering and Customer consultation we have provided our best estimate.

To support a more efficient Master Control/Studio the routing and monitoring of video and audio signals may need to be altered. To this end video and audio distribution amplifiers and other interface equipment may be needed. Exact models and quantities won't be determined until after Engineering is complete.

Customer would like to have an Intercom system installed to provide communication between Master Control and Studio. Engineering will determine how many Intercom Stations and location of stations.

Customer has an existing 50" plasma display in Master Control. This display is aged and should be replaced. Additionally, Engineering efforts and Customer consultation will determine if other monitors need to be added to provide better source destination monitoring.

Engineering will also examine current audio monitoring of source and destination audio Will work with the Customer to develop a more efficient monitoring solution.

The current desk in Master Control does not support an efficient use of space or offer multiple equipment layout options. A new Master Console is recommended. An additional equipment rack will be needed as the current rack is full and provides for no expansion.

Customer has an existing editing system that needs to be better integrated into Master Control. Engineering efforts will provide a solution for better integration.

Customer responsible for:

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, TI, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site installation.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of installation, testing and training, including off hours and weekends.
- Provide a secure area to house all installation materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

2.0 Statement of Services To Be Provided – The services to be provided by AVI Systems under this Agreement are per the Attachment "A" – Statement of Services.

3.0 Project Fees – AVI Systems will provide the technical services under this Agreement on a Time and Materials basis. Based on the stated "Specific Project Scope" and "Statement of Services To Be Provided" the following estimate of engineering time is provided to complete the engineering processes.

Est. Hrs.	Description	Hourly Rate	Total
60	Engineering of Rack layout, console layout, and video/audio systems.	\$150.00	\$9,000.00

TOTAL= \$9,000.00

4.0 Taxes – AVI Systems will add any applicable taxes to the amount of each invoice.

5.0 Invoicing for Engineering Services – Progress invoices will be submitted for the portion of the technical services and reimbursable expenses expended on the project on a monthly basis.

Each progress billing will be due net 30 days from invoice.

6.0 Remit To Address – All payments should be mailed to:

Audiovisual, Inc dba AVI Systems
 NW 8393 PO BOX 1450
 Minneapolis, MN 55485-8393

7.0 Key Project Personnel

Sales Engineer: Guy Sauer
Design / Managing Engineer: Lane Bakke

8.0 Changes In The Scope of Work – Costs resulting from changes in the scope of this project, additional requirements or restrictions placed on AVI Systems by the Customer or its representatives will be added to or subtracted from the contract depending upon the changes being made. When AVI Systems becomes aware of the nature and impact of the change, a Contract Change Order will be submitted for review and approval before work continues.

9.0 Insurance – Commercial general liability insurance, including contractual liability, at limits of not less than \$1,000,000 per occurrence, automobile liability insurance, at limits of not less than \$1,000,000 per occurrence, errors and omissions insurance at limits of \$1,000,000, and worker's compensation and employer's liability insurance covering all employees engaged in the performance of this order for claims arising under any applicable worker's compensation and occupational disease acts.

10.0 Compliance With Law – AVI Systems agrees and warrants that AVI Systems shall comply with all requirements of applicable laws, regulations and standards including but not limited to the provisions of (a) Executive Order 11246, as amended, of the President of the United States and the Rules and Regulations pursuant thereto pertaining to Equal Employment Opportunity; (b) the Fair Labor Standards Act of 1938 of the United States, as amended, with respect to Wages and Hours; (c) the Occupational Safety and Health Act of 1970 (OSHA), as amended; (d) the Immigration Reform and Control Act of 1986 (IRCA).

11.0 Ownership and Use of Documents and Electronic Data – Drawings, specifications, other documents, and electronic data furnished by AVI Systems for the associated project under this Agreement are instruments of the services provided. AVI Systems shall retain all common law, statutory and other reserved rights, including any copyright for any touch panel programming code. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI Systems for information and reference in connection with the associated project.

12.0 Proprietary Protection of Programs – This Agreement does not cause any transfer of title, or intellectual rights, in Control Systems Programs, or any materials produced in connection therewith, including Source Codes. The Programs are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the Control Systems Programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any Program to obtain Source Codes, and that it will not disclose the Programs to any third party, without the consent of AVI Systems. The Control Systems Programs, and Source Codes, together with AVI Systems' know-how and installation and configuration techniques, furnished hereunder are proprietary to AVI Systems, and were developed at private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI Systems hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.

13.0 General Business Terms – This Agreement is not assignable without the prior written consent of AVI Systems. Any attempt to assign any of the rights, duties, or obligations of this Agreement without such consent is void. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI Systems, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. The term "this Agreement" as used herein includes any applicable installment payment agreement, supplement or future written amendment made in accordance herewith. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Unless otherwise agreed to in writing by Customer and AVI Systems, if any printed term or condition contained in any purchase order or other form used by Customer to order products or services pursuant to this Agreement, or in any acknowledgment or other form used by Customer is inconsistent with any term or condition contained herein, the provisions hereof shall apply and take precedence. AVI Systems is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control or, except as agreed herein, to provide any services hereunder for Equipment located outside the United States or Puerto Rico. The laws of the State of Nebraska will govern this Agreement.

13.1 Remedies – Upon default as provided herein, AVI Systems shall have all the rights and remedies under the applicable state laws and under any other applicable laws. Any requirements of reasonable notice by either party to the other guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the parties shown on the first page of this Agreement (or to such other mailing address as either party in writing later furnishes to the other) at least ten calendar days before the time of the event or contemplated action set forth in said notice. Customer agrees to pay all expenses of retaking, holding, preparing for sale, selling as may be allowed by law and incurred by AVI Systems, in enforcing its rights under this Agreement. The rights and remedies herein conferred upon AVI Systems, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by applicable laws.

13.2 Limitation of Remedies – AVI Systems entire liability and the Customer's exclusive remedy shall be as follows: In all situations involving performance or nonperformance of Equipment or Services furnished under this Agreement, the Customer's remedy is the adjustment or repair of the Equipment or replacement of its parts by AVI Systems, or, at AVI Systems option, replacement of the Equipment. In no event will AVI Systems be liable for any damages caused by the Customer's failure to perform the Customer's responsibilities, or for any lost profits or other consequential damages, even if AVI Systems has been advised of the possibility of such damages, or for any claim against the Customer by any other party, or for any damages caused by performance or non-performance of Equipment located outside the United States or Puerto Rico.

14.0 Acceptance of Agreement – This agreement includes services that are required to satisfy the project scope of Section 2.0 Specific Project Scope. AVI Systems will begin work on this project upon receipt of a copy of this agreement duly signed and executed by an agent of the Customer, specifically authorized to bind the Customer to the terms and conditions of this agreement.

In Witness whereof, the parties hereto by their duly authorized representatives have executed this Agreement upon the date first set forth herein.

AGREED AND ACCEPTED BY:

SUBMITTED BY:

City of Grand Island	AVI Systems
Signature:	Signature:
Printed:	Printed: Guy Sauer
Date:	Date:

Statement of Services

Attachment "A"

1.0 Statement of Services To Be Provided

AVI Systems will work with City of Grand Island and any related design professionals selected (architects, engineers, etc.) to provide initial and ongoing audiovisual systems design and engineering support for GITV's master control and studio relocation.

AVI Systems strongly encourages the fostering of a truly open, cooperative "design team" approach with team members bringing unique, valuable insight from their special perspective to the team.

The goal of these services is as follows:

- Understand clearly the current and future AV needs of City of Grand Island.
- Provide accurate construction documents for implementation of the AV related infrastructure.
- Provide an overall AV plan that will allow for the procurement of appropriate AV equipment and installation, complete with system diagrams, ensuring correct integration of the equipment.
- Compile the data gathered during the engineering process into a Systems Implementation Agreement – for a turnkey installation of all AV systems, with the added value of a seamless integration process.

2.0 Design Processes and Services

The Design Process can be modified at any time per the direction of City of Grand Island. Otherwise it shall follow this general outline:

2.1 AV Program Review / Verification – The AVI Systems' Design Team will obtain from City of Grand Island operational specifications desired of the audio and video systems within the facility located in 100 East 1st Street Grand Island, NE 68801. Additional facility information will be required including the building's electrical, structural infrastructure, as well as the physical sizes of each room or space. Using compatible AutoCAD drawings, the integration of desired AV systems within available spaces will be visualized. During this initial design phase various equipment options, with an eye toward future expandability while maintaining current value, will be suggested.

2.2 Budget Verification – The AVI Systems' Design Team will create a project scope compiled from the information received from City of Grand Island. AVI Systems will generate cost estimates for the various systems as outlined above and compare these budget estimates to any initial AV budgets. This process will reaffirm the exact direction that engineering resources should target in the next phase.

2.3 Initial Design – During this phase, AVI Systems will begin applying the above-defined systems in detail to the various areas of the City of Grand Island facility. Further communications between City of Grand Island and the other design team members, as various options are explored will be necessary at this time. Typical deliverables from this phase would include the following drawings and/or documents.

- Preliminary AV Floor Plan and Elevations detailing locations of all AV devices
- Preliminary Projection Geometry detailing projection/screen locations with viewing angles, mounting details, and etc.
- Preliminary AV Technical Power, Conduit Plans, and Riser Drawings
- Preliminary AV Video Flow
- Preliminary AV Audio Flow
- Preliminary AV Control Flow
- Preliminary AV Rack Layouts
- Preliminary Equipment Lists
- Preliminary Budget Estimates

Submittal of the above for the various rooms will be a progressive process, with most critical drawings being submitted first, allowing construction details to be available on an as needed basis. During this process, one can expect various modifications to the preliminary plans due to various changes – some driven by architectural/aesthetic considerations, budget reviews, and etc. Electronic exchange of AutoCAD drawings between all the “team members” will facilitate quick exchange of updates. Specific design “freeze dates” are to be established with all parties to facilitate timely submittals. All changes are to be reviewed and approved by all parties.

2.4 Final Systems Design – The changes made in the previous phase to the preliminary designs will be updated and regenerated as “final” construction documents. AVI Systems will be working off of background drawings from an architect under contract to City of Grand Island, entering AV specific data and returning these back to the architect for compilation into construction documents.

2.5 Project Specifications Document – The final audiovisual systems designs will be compiled into a written project technical specifications document with equipment lists and pricing for a complete integration. This document will include the following system diagrams and documents.

- AV Floor Plan and Elevations detailing locations of all AV devices
- AV Video Flow
- AV Audio Flow
- AV Control Flow
- Equipment lists as specified
- System infrastructure requirements including cable and termination specifications
- System operational and post operational requirements
- Project Scope of Work
- Project costs
- Project Systems Implementation Agreement



AVI Systems, 5055 South 111th Street Omaha, NE 68137

Systems Implementation Agreement (SIA)

Quote Number 111-07-022780

Bill To:	Ship To:	Project Location(s):	Office Information:
City of Grand Island	AVI Systems	City of Grand Island	Job #
100 East 1st Street	5055 South 111th Street	100 East 1st Street	Sales Order No. #
Grand Island, NE 68801	Omaha, NE 68137	Grand Island, NE 68801	Sales Rep: Guy Sauer
			Install Mgn:
			Terms Accepted By:
			Engineering Accepted By:
Customer # 633	Attn: Shane Gunderson	Attn: Jeremy Watson	Equip Order Date:
Date: 9/7/2007	Phone: (402) 593-6500	Phone: (308) 385-5444x310	Est. On-site Date:
Customer PO:	Fax: (402) 593-8500	Fax:	Est. Completion Date:

Notes: Master Control & Studio Relocation

NOTE: The price quoted in this contract is based the current information available to AVI Systems. After Engineering work has been done, if more equipment or labor is required, additional change orders will be provided to City of Grand Island to cover the additional charges.

1.0 **Scope of Work/Responsibilities** – AVI Systems will provide City of Grand Island a complete description of the scope work in Attachment "A" of this Document.

2.0 **Project Cost Summary**

2.1 Equipment (<u>Attachment "B"</u>)	\$00.00
2.2 Implementation (<u>Attachment "C"</u>)	\$59,261.00
2.3 Service Maintenance Agreement (<u>Attachment "D"</u>)	DECLINED
2.4 Other Costs (<u>Attachment "E"</u>)	
2.5 Freight (If \$0.00 see section 3.0 below.)	
2.6 Tax (If \$0.00 see section 3.0 below.)	
2.7 Agreement Total	\$59,261.00

3.0 **Sales, Use Tax and Delivery Charges** – AVI Systems will add any applicable taxes, permits, licenses, and delivery charges to the amount of each invoice. If non-taxable, please indicate in note section above.

4.0 **Invoicing for Equipment/Services** – AVI Systems will submit progress invoices for the value of equipment received, and materials and labor expended on this project on a **monthly basis**. Invoices will be submitted to the party designated by the Customer and will include a detail of equipment received at the AVI Systems integration facility and dedicated to this project, and costs of the materials, labor and other items expended since any previous billing.

Each progress billing will be due net 30 days from invoice.

- 5.0 **Remit To Address** – All payments should be mailed to:
Audiovisual, Inc dba AVI Systems
NW 8393 PO BOX 1450
Minneapolis, MN 55485-8393.
- 6.0 **Key Project Personnel**
Sales Engineer: Guy Sauer
Design / Managing Engineer: Lane Bakke
Installation Project Manager:
- 7.0 **Changes In The Scope of Work** – Costs resulting from material changes in the scope of this project by the Customer, additional requirements or restrictions placed on AVI Systems by the Customer or its representatives will be added to or subtracted from the contract depending upon the changes being made. When AVI Systems becomes aware of the nature and impact of the change, a Contract Change Order will be submitted for review and approval by the Owner before work continues. Contract Change Order costs calculations will be commensurate with the materials and labor rates provided within the base contract.
- 8.0 **Insurance** – AVI Systems shall maintain commercial general liability insurance, including contractual liability, at limits of not less than \$1,000,000 per occurrence, automobile liability insurance, at limits of not less than \$1,000,000 per occurrence, errors and omissions insurance at limit of \$1,000,000, and worker's compensation and employer's liability insurance covering all employees engaged in the performance of this order for claims arising under any applicable worker's compensation and occupational disease acts.
- 9.0 **Compliance With Law** – AVI Systems agrees and warrants that AVI Systems shall comply with all requirements of applicable laws, regulations and standards including but not limited to the provisions of (a) Executive Order 11246, as amended, of the President of the United States and the Rules and Regulations pursuant thereto pertaining to Equal Employment Opportunity; (b) the Fair Labor Standards Act of 1938 of the United States, as amended, with respect to Wages and Hours; (c) the Occupational Safety and Health Act of 1970 (OSHA), as amended; (d) the Immigration Reform and Control Act of 1986 (IRCA).
- 10.0 **Ownership and Use of Documents and Electronic Data** – Drawings, specifications, other documents, and electronic data furnished by AVI Systems for the associated project under this Agreement are instruments of the services provided. AVI Systems shall retain all common law, statutory and other reserved rights, including any copyright for any touch panel programming code. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI Systems for information and reference in connection with the associated project.
- 11.0 **Proprietary Protection of Programs** – This Agreement does not cause any transfer of title, or intellectual rights, in Control Systems Programs, or any materials produced in connection therewith, including Source Codes. The Programs are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the Control Systems Programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any Program to obtain Source Codes, and that it will not disclose the Programs to any third party, without the consent of AVI Systems. The Control Systems Programs, and Source Codes, together with AVI Systems' know-how and installation and configuration techniques, furnished hereunder are proprietary to AVI Systems, and were developed at private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI Systems hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.
- 12.0 **General Business Terms** – The Customer agrees to purchase and AVI Systems by its acceptance of this Agreement agrees to sell, in accordance with the following terms and conditions, the equipment listed (the "Equipment"). Under such terms and conditions, AVI Systems will a) sell Equipment to the Customer and b) provide warranty service for Equipment. The customer agrees to accept the Equipment and warranty service under the terms and conditions of this

Agreement. The Customer further agrees with respect to the Equipment to accept the responsibility for c) its selection to achieve the Customer's intended results, d) its use, and e) the results obtained therefrom.

12.1 Price and Payment – This Agreement must be signed by the Customer and accepted by AVI Systems on or before the processing of this agreement. Payment in full for all items on this agreement shall be due in accordance with Section 4.0 above. The prices shown are F.O.B. manufacturer's plant. The Customer in accordance with AVI Systems then current shipping and billing practices will pay all destination charges for each piece of Equipment from a designated AVI Systems location and any installation charges. In addition to the prices on this agreement, the Customer agrees to pay amounts equal to any sales or use or personal property taxes resulting from this Agreement or any activities hereunder.

12.2 Title – Title to the Equipment passes to the Customer as of the date of delivery to the job site.

12.3 N/A

12.4 Risk of Loss or Damage – After the date of delivery of Equipment to the job site, all risks of loss or damage shall be on the Customer.

12.5 Shipment – AVI Systems agrees to schedule Equipment for shipment in accordance with (AVI Systems) applicable shipment sequence.

12.6 Receiving/Installation – The Customer agrees to provide a suitable installation environment and to furnish all labor required for receiving and placing Equipment in the desired location at the job site. Packaging materials shall be the property of the Customer. The terms of any such Installation Agreement are incorporated in and made a part of this Agreement.

12.7 Configuration Changes – By agreement between AVI Systems and the Customer, changes in the configuration of the Equipment described herein may be made in writing by submission of a Change Order document.

12.8 Warranties – Warranties vary by manufacturer and no additional warranties are expressed or implied on the equipment or software provided as part of the system. Additionally, for a period of 90 days from substantial completion, (AVI Systems) will warranty the systems installation to be free from defects in material and workmanship.

12.9 Remedies – Upon default as provided herein, AVI Systems shall have all the rights and remedies under any applicable laws. Any requirements of reasonable notice by either party to the other guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the parties shown on the first page of this Agreement (or to such other mailing address as either party in writing later furnishes to the other) at least ten calendar days before the time of the event or contemplated action set forth in said notice. Customer agrees to pay all expenses of retaking, holding, preparing for sale, as may be allowed by law and incurred by AVI Systems, in enforcing its rights under this Agreement. The rights and remedies herein conferred upon AVI Systems, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by applicable laws.

12.10 Limitation of Remedies – AVI Systems entire liability and the Customer's exclusive remedy shall be as follows: In all situations involving performance or nonperformance of Equipment or services furnished under this Agreement, the Customer's remedy is the adjustment or repair of the Equipment or replacement of its parts by AVI Systems, or, at AVI Systems option, replacement of the Equipment. In no event will AVI Systems be liable for any damages caused by the Customer's failure to perform the Customer's responsibilities, or for any lost profits or other consequential damages, even if AVI Systems has been advised of the possibility of such damages, or for any claim against the Customer by any other party, or for any damages caused by performance or non-performance of Equipment located outside the United States or Puerto Rico.

12.11 Accelerations of Obligation and Default – Upon the occurrence of any event of default by Customer, AVI Systems may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

12.12 General – This agreement is not assignable without the prior written consent of AVI Systems. Any attempt to assign any of the rights, duties, or obligations of this Agreement without such consent is void. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI Systems, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. The term "this Agreement" as used herein includes any applicable installment payment agreement, supplement or future written amendment made in accordance herewith. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Unless otherwise agreed to in writing by Customer and AVI Systems, if any printed term or condition contained in any purchase order or other form used by Customer to order products or services pursuant to this Agreement, or in any acknowledgment or other form used by Customer is inconsistent with any term or condition contained herein, the provisions hereof shall apply and take precedence AVI Systems is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond

its control or, except as agreed herein, to provide any services hereunder for Equipment located outside the United States or Puerto Rico. The laws of the State of Nebraska will govern this Agreement.

12.13 Excusable Delay – Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

13.0 Acceptance of Agreement – This agreement includes equipment and services that are required to satisfy the project scope of Section 1.0 Scope of Work/Responsibilities. AVI Systems will begin work on this project upon receipt of a copy of this agreement duly signed and executed by an agent of the Customer, specifically authorized to bind the Customer to the terms and conditions of this agreement.

In Witness whereof, the parties hereto by their duly authorized representatives have executed this Agreement upon the date first set forth herein.

AGREED AND ACCEPTED BY:

City of Grand Island	AVI Systems
Signature:	Signature:
Printed:	Printed: Guy Sauer
Date:	Date:

Scope of Work / Responsibilities

Attachment "A"

1.0 Statement of Services To Be Provided

AVI Systems will relocate City of Grand Island -GITV's Master Control and Studio.

NOTE: The price quoted in this contract is based the current information available to AVI Systems. After Engineering work has been done, if more equipment or labor is required, additional change orders will be provided to City of Grand Island to cover the additional charges.

The first phase of this project entail Engineering. As part of the move Customer may want to relocate equipment in racks to provide better work flow. Additionally, the current rack is full, another rack is needed for better equipment spacing and work flow. The Engineering process will also determine if additional video and/or audio monitoring is needed to better monitor video and audio signals more efficiently.

The Engineering phase can also provide studio lighting recommendations by examining current lights and size of new Studio space.

Will work very closely with the Customer during the Engineering phase to determine the current work flow, with an eye towards future goals for GITV.

The amount of equipment and installation is virtually impossible to determine without the Engineering phase completed. Below is what we feel are areas that may need some additional equipment and installation.

NOTE: The equipment and installation amount are based on estimations of potential needs. Without Engineering and Customer consultation we have provided our best estimate.

To support a more efficient Master Control/Studio the routing and monitoring of video and audio signals may need to be altered. To this end video and audio distribution amplifiers and other interface equipment may be needed. Exact models and quantities won't be determined until after Engineering is complete.

Customer would like to have an Intercom system installed to provide communication between Master Control and Studio. Engineering will determine how many Intercom Stations and location of stations.

Customer has an existing 50" plasma display in Master Control. This display is aged and should be replaced. Additionally, Engineering efforts and Customer consultation will determine if other monitors need to be added to provide better source destination monitoring.

Engineering will also examine current audio monitoring of source and destination audio Will work with the Customer to develop a more efficient monitoring solution.

The current desk in Master Control does not support an efficient use of space or offer multiple equipment layout options. A new Master Console is recommended. An additional equipment rack will be needed as the current rack is full and provides for no expansion.

Customer has an existing editing system that needs to be better integrated into Master Control. Engineering efforts will provide a solution for better integration.

Installation will include the disconnection of video/audio connections in the existing Master Control area and relocation and installation of this equipment into new area.

Necessary video, audio, and RF lines will be extended from existing Master Control to new Master Control location.

New equipment, racks, and AV furniture will be installed.

Intercom and video/audio tie lines will be installed between Studio and Master Control equipment.

A complete set of line drawings and CAD file will be provided upon project completion.

System check and training will be provided.

Customer responsible for:

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, TI, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site installation.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of installation, testing and training, including off hours and weekends.
- Provide a secure area to house all installation materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

2.0 (AVI Systems) Responsibilities

- Provide equipment, materials and labor items per Attachments B and C.
- Provide systems equipment installation and supervisory responsibility of the equipment installation.
- Provide systems checkout, programming and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other contractors involved with this project to insure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD).
- Provide system training following installation to the designated project leader or team.
- Provide on-going maintenance and service as per terms of Service Maintenance Agreement (SMA) – Attachment D.

3.0 City of Grand Island Responsibilities

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, TI, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site installation.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of installation, testing and training, including off hours and weekends.
- Provide a secure area to house all installation materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

Equipment List
Attachment "B"

<u>Model No.</u>	<u>Manu</u>	<u>Description</u>	<u>Grp</u>	<u>QTY</u>	<u>List</u>	<u>Contract</u>	<u>Extended</u>
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Implementation Costs

Attachment "C"

Professional Services	Grp	QTY	List	Contract	Extended
Implementation		1		\$59,261.00	\$59,261.00

RESOLUTION 2007-223

WHEREAS, the City of Grand Island invited proposals for the GITV Master Control and Studio Relocation Project, according to Request for Proposals on file with the Public Information Officer; and

WHEREAS, on June 6, 2007, one proposal was received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Audiovisual, Inc., of Omaha, Nebraska, submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code, such proposal not to exceed the amount of \$68,361.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Audiovisual, Inc., of Omaha, Nebraska, in an amount not to exceed \$68,361.00.00 for the GITV Master Control and Studio Relocation Project is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska on September 11, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐
September 7, 2007	☐ City Attorney