



2024 COJ POLICE TRAINING ROOM - TRIMMED

JOB SITE:

Joliet Police Department
150 W. Washington St.
Joliet, IL 60432

PROPOSAL ISSUED / VALID THROUGH:

Oct 3, 2024 / Nov 2, 2024

PREPARED BY:

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PREPARED FOR:

The City of Joliet
Amanda Dite

QUOTE #: 82689



SCOPE OF WORK

The City of Joliet

150 W. Washington St. Joliet IL 60432

2024 CoJ Police Training Room - Integrated Audio-Visual Systems Proposal

INTRODUCTION

Thank you for the opportunity to present you with this proposal. This proposal reflects the provision and integration of a display system that provides for both presentation and video conferencing capabilities. Based on our recent discussion with you and your design team, we have prepared this proposal to provide feature rich technology. We have carefully reviewed your requirements and believe the systems we propose are based on sound engineering principles, reliable technology and has been created to meet your specific requirements.

EXECUTIVE SUMMARY

AVDG, LLC is recognized as a highly talented and successful provider of integrated audio-visual systems throughout the United States. Our approach to AV is unique in that we believe in being a strategic partner to our clients; helping them develop and support their unique presentation and communication needs; both today and in the future. The intent is to ensure that we've captured the best technology for the client and maximize the cost/value of their AV investment. We work closely with a company's management and IT team to implement the technologies requested.

Our national team consists of over 150 incredibly talented individuals, representing many decades of AV design/integration experience with team members holding AV certifications and credentials widely respected in the industry. We have refined our model for success by hiring and retaining the best AV talent in the industry. AVDG is constantly expanding, we currently have branch offices in Chicago, Greater Boston, Nashville, & San Francisco while serving clients in all 50 states.

We partner with every major manufacturer in the AV industry: including audio (background, foreground & performance), video, broadcast, control, architectural & theatrical lighting, shading systems, surveillance systems, access control, and other ancillary communication components to custom design an AV system relevant to the specific needs of each client. AVDG maintains a remote service operations center in each time zone; this enables us to remotely diagnose and remedy system issues, often without the need to roll a truck. We are proud to provide design, sales, onsite & remote service, and installation to clients all over the United States.

AREAS WITHIN AVDG's SCOPE OF WORK FOR THIS PROJECT:

- Police Training Room - MPR

ROOM DETAILS

This project entails the installation and integration of a Microsoft Teams Unified Communication system utilizing Yealink technology, featuring a dual camera setup with tracking and AI integration. The configuration includes four displays, with the left-front and left-side displays mirrored, as well as the right-front and right-side displays mirrored. Overhead dynamic beamforming microphones and in-ceiling speakers will ensure high-quality audio for the conferencing environment, along with both wired and wireless presentation capabilities and BYOD functionality.



SCOPE OF WORK

Audiovisual equipment will be installed in the designated room and within the existing AV cabinet as necessary. An integrated touch controller will be provided on top of the existing AV cabinet for streamlined control and operation of the room.

The equipment list comprises various products from multiple manufacturers, each fulfilling a specific role in creating a cohesive audiovisual system. The main objective is to guarantee seamless operation and optimal performance in a multipurpose room that accommodates flexible seating arrangements based on client needs.

SYSTEM INTEGRATION

- Integrate **Biamp** conferencing amplifiers (AMP-450BP) with PoE+ capabilities into the overall AV system.
- Install and configure **Sennheiser** TEAMCONNECT CEILING 2 microphone kit and **Biamp** audio devices, including In-Ceiling Coaxial Loudspeakers (C-IC6 White), PoE AVB/USB expander (Tesira EX-UBT), 5-port expansion device (TesiraCONNECT TC-5), and Fixed I/O DSP (TesiraFORTE AVB VT4).
- Install and configure **Chief** Tempo Flat Panel Wall Mount Systems (AS3LDP7) for the specified displays.
- Integrate **Extron** DA2 HD 4K PLUS audiovisual distribution amplifiers (60-1607-01) into the AV system.
- Implement low-voltage adaptors (PHX-106F-BULK, PHX-106M-BULK) from **Hosa Technology** as necessary for connectivity.
- Deploy High-Speed HDMI Optic Hybrid Cables (CLS-AOCH/60F-33) to ensure high-quality audio and video transmission.
- Install and configure a Thin Swing Arm with Power Conditioner (TS525TUP) from **Legrand-Middle Atlantic** for efficient display management.
- Integrate **LG** Commercial Lite LED backlit LCD TVs (55UR640S0UD, 86UR640S9UD) into the AV system.
- Implement **Netgear** AV Line M4250-8G2XF-PoE+ Fully Managed Switch (GSM4210PX-100NAS) for robust network connectivity.
- Deploy the **Yealink** Teams Rooms system (MVCS90 MVC S90-C5-007) along with USB Extenders (USB2CAT5E) and UVC30 Room 4K Camera (1306008).

CONFIGURATION AND TESTING

- Configure all audio and video devices for seamless integration within the specified network.
- Conduct thorough testing of each integrated component to ensure functionality and compatibility.
- Perform comprehensive system-level testing to verify the overall performance of the AV setup.

TRAINING

- Conduct training sessions for relevant personnel on the operation and maintenance of the AV system.
- Provide additional training for troubleshooting common issues and routine maintenance tasks.

OPERATIONAL FUNCTIONALITY

This solution utilizes the MS Teams Room control software along with integrated Yealink interoperability. No custom controls or functionality are included outside of the manufacturer's designed software.



SCOPE OF WORK

INFORMATIONAL NOTE: DEVICE MANAGEMENT PLATFORM

The **Yealink Device Cloud Management Platform** offers a complete set of tools for managing up to 5,000 Microsoft-certified Yealink devices per account. This platform addresses the complexities of provisioning, management, call quality control, and troubleshooting.

Activation of this service can be done directly by the client, with minimal to no cost for a self-managed cloud-based solution or with a added SLA agreement with AVDG. (not included with in this quote)

DEVICE LIST

- Firmware and Resource Management
- Account Management
- Order Management
- Configuration
- Site Management
- Timer Task
- Running State (Dashboard)
- Device Diagnostic
- Alarm
- Quality of Experience (QoE)
- Conference Room Management
- Running State (Dashboard)
- Conference Room Equipment Management
- Configuration Management

CLIENT DEPLOYMENT RESPONSIBILITIES (TEAMS)

SOFTWARE & LICENSING

The Customer is responsible for providing system credentials for a properly provisioned and licensed account no less than two (2) weeks prior to system deployment.

The customer may decide not to provide credentials to AVDG, and to provision the installed MTR themselves. In this case AVDG will be unable to fully test the system before receiving sign-off for the installation. All system components will be tested individually to ensure proper stand-alone function, and project sign-off will be requested before technicians leave site.

If AVDG is unable to properly commission and test the system at the time of installation due to issues with the supplied credentials, an additional site visit may be required. Any additional visits will be billed at the standard contracted labor rate, and scheduling will be done on a best effort basis.

Configure accounts for Microsoft Teams Room: <https://docs.microsoft.com/en-us/MicrosoftTeams/rooms/rooms-configure-accounts>



SCOPE OF WORK

NETWORK & SECURITY

The Customer is responsible for providing and provisioning all network connections, routing, and addressing. The Customer is responsible for all aspects of the network connection supplied for the MTR deployment. Network performance metrics, as defined by Microsoft, <https://docs.microsoft.com/en-us/microsoftteams/prepare-network>. Firewall and additional port configuration to allow access to the [Skype for Business/Microsoft Teams] service. Network Quality of Service (QoS) and/or Differentiated Services (DiffServ) tagging, if desired.

PROJECT ROOM ENVIRONMENTAL CONSIDERATIONS

To allow for proper system installation and integration, as well as to maximize the user experience in a space, the following parameters should be observed:

GENERAL CONSTRUCTION

1. The Customer is responsible for providing all power and data network connections to locations specified in the system drawing package.
2. Electrical circuits should be sufficient to support the requirements of all devices installed at the specified location(s) plus an additional 10% of available overhead.

The Customer is responsible for providing all required non-surface mounted cable pathways as specified in the system drawing package.

Conduit diameter must meet or exceed the parameters specified in the system drawing package.

If wall mounted display(s)

1. The Customer is responsible for making sure the display wall is properly constructed to withstand the weight of the display with a safety factor of at least 5:1. Any substitutions for this must be approved by AVDG prior to installation. AVDG has the right to refuse to mount the display(s) to anything other than an approved backing. All charges for required return trips by AVDG due to the lack of proper backing is the responsibility of client.

If modification to furniture is required

1. The customer is responsible for any modifications required to support the installation of required hardware. This includes cabling raceways and holes for equipment mounting and cable passthroughs.
2. The Customer will be responsible for providing any modification to millwork or credenzas for the installation of vent fans if required for proper system cooling.

If an equipment rack is required

1. The Customer is responsible for providing proper heat dissipation venting and/or any needed cooling for all installed equipment rack locations.
2. The customer is responsible for providing space adequate for equipment rack installation, including 3' clearance on all sides for proper equipment operation and maintenance.

SOUND REMEDIATION

1. Noise Criteria (NC) is a basic measurement of how quiet the room is with the HVAC system operating and no participants in the room. An NC rating of 35 dBA or less is ideal for a Conference Room. This



SCOPE OF WORK

measurement needs to consider ambient noise originating outside the room as well as noise from the air handling system or AV or other equipment located within the room. Higher ambient noise levels above this specification may degrade the overall audio quality of a conference and will begin to work against speech intelligibility.

2. Reverberation time (RT60) for typical conference rooms should be $RT60 < 0.6$ seconds in the 125 - 4000 Hz octave bands. As the RT60 measuring parameter reflects preferred reverb time, attention should be given to using room surfaces with too much or too little sound reflectivity (as indicated by an RT60 measurement outside the range noted).
3. If the room has not been acoustically treated, AVDG can provide direction and solutions to treat the room which will enhance the meeting experience for the participants.

SYSTEM USE

1. Wireless/Proximity based joining and sharing. <https://docs.microsoft.com/en-us/microsoftteams/configure-desktop-sharing>
2. Camera Control: This function is not offered through Microsoft Teams, at this time. The only way the camera can be controlled is by entering the "settings" on the UC engine (Intel NUC)
3. Teams cloud meeting recording for users: <https://docs.microsoft.com/en-us/microsoftteams/cloud-recording#set-up-teams-cloud-meeting-recording-for-users-in-your-organization>
4. Adjusting the time on the Crestron Room Scheduling panel.
5. Auto "power on" and "power off" of the displays AVDG will need to provide a quote for this upgrade.

DIVISION OF LABOR

AVDG may use, without prior notice, labor resources from our trusted network of sub-contractors; when applicable, AVDG also partners with qualified union electrical contractors for onsite AV and LV wire work.

Site installation work for this project is **non-union**.

- Off-Site
 - AVDG
 - System engineering/design, CAD, programming, rack/preassembly, FFT (full functionality testing) & project management related to the AV system(s).
 - Deliveries
- Site
 - AVDG
 - Field Engineering & Project Management
 - AV (low voltage) wire installation
 - AV (low voltage) wire termination
 - AV (low voltage) wire verification and testing
 - AV equipment installation
 - AV system commissioning, testing, tuning, & training
 - Others (GC, EC, Client. - not included in this AVDG proposal)
 - High-voltage power



SCOPE OF WORK

- Conduit (if applicable)
- Data wire (associated with client network) installation
- Data wire (associated with the client network) verification and testing

*Unless otherwise noted, this proposal is based on site labor between the hours of 7am 5pm Monday through Friday (excluding all state recognized holidays). A set number of site deployments has been used to calculate overall labor and deliveries. Any changes to the project schedule may result in additional charges. No work outside this SOW will proceed without written authorization by the client or responsible billing party.

*AVDG follows all local, state, and federal laws pertaining to OSHA, PPE, background checks, and Covid19 related precautions. Any site closures due to pandemic, weather, or other related precautions may result in additional charges.

MATERIAL DIVISION

- AVDG
 - AV Equipment & Materials
 - Displays, mounts, speakers, racks, etc. as noted in the Bill of Materials section of this proposal
 - Mounting hardware
 - Bolts, screws, etc. required for mounting displays, racks, etc.
 - AV (low voltage) wire
 - Refer to wire schedule on AVDG furnished CD (construction drawings) drawings for make/model of AV (low voltage) wire required
 - substitutions require written approval from AVDG
 - Data (associated with the AV systems) wire
 - Refer to wire schedule on AVDG furnished CD (construction drawings) drawings for make/model of AV (low voltage) wire required
 - substitutions require written approval from AVDG
- Others (GC, EC, Client - not included in this AVDG proposal)
 - AC (high voltage) Power (120v and up)
 - Conduit and Raceway (if required by local code)
 - Thermal management of spaces (if required)
 - Data cable for client network

SITE CONDITIONS

The equipment rack and associated equipment (displays, touch panels, electronics, etc.) will be configured and fully tested at an AVDG facility. These items will be delivered to site **ONLY** after the rack room and other equipment locations are dust free and no longer under construction. In the event that AVDG is directed to install equipment in an active construction environment, written instruction is required including the acceptance that equipment warranties may be voided. Typically, speaker mounts/brackets, display mounts, AV backboxes, and wiring will be installed in a pre-wire phase based on supporting substructure completion.



SCOPE OF WORK

*Devices may need to be wrapped in plastic to protect from debris and paint; this work will be considered additional if required and is not included as part of this proposal.

NETWORKING

- Others will provide, configure, and test all networking equipment that is required for all AV equipment that require network connection.
 - If connection to the client's networking system is required:
 - Standard data traffic:
 - 1g copper connection from AVDG furnished switches to client switch (s)
 - AV over IP traffic (high bandwidth)
 - 10g fiber connection (s) from the AVDG furnished switches to client switch (s)
 - Dante and AV over IP traffic is only certified to work on specific network switches. In the event that the client cannot provide an approved switch, AVDG accepts no responsibility for audio and video instability.
 - AVDG Engineers will provide network requirements for AV equipment that is connected directly to others and will coordinated with others to convey networking requirements for proper systems operation. This includes the number of ports required, number of POE and POE+ ports, etc.
- AVDG will require a list of IP addresses (or ranges) and any VLAN requirements from others to load into the various AV equipment prior to installation on site.

CONTROL SYSTEM SCHEDULE - IF APPLICABLE

Custom control system programming may be included in this proposal; AVDG follows 3 distinct phases with written client approval required at the completion of each phase.

- Phase 1 - Device list, user experience, and performance expectations
 - Control interfaces per space
 - Devices to be controlled in each space
 - User experience/system functionality
 - Changes/updates can be made in this phase before written approval 'locks' for the next phase
- Phase 2 - GUI approval
 - AVDG standard interface (custom available - additional charges may apply)
 - Incorporating your company logo is standard (jpeg, tif, bmp required)
 - Samples of user pages - graphics only
 - Up to 3 revision Changes/updates can be made in this phase before written approval 'locks' for the next phase
- Phase 3 - Site verification
 - Walk through usage with client in each space
 - No major changes are part of the contract at this stage



SCOPE OF WORK

*Depending on the brand of control equipment, customization may be limited or not available

PROJECT SCHEDULE

We will work with you to finalize a schedule that meets the implementation requirements of the project. AVDG is not responsible for delays caused by other trades, States of Emergency, or enhanced safety requirements. Additional labor charges may apply due to these conditions.

DOCUMENTATION

- Cut Sheets (if required and specifically called out in the SOW above) will be delivered for major components in digital format.
- Drawing package phases
 - Phase 1: Infrastructure and Equipment (I&E)
 - Junction box locations, wire, conduit (if applicable), and AVP (AC power for AV equipment) schedules; mounting details
 - Phase 2: Rack elevations/wire schedule, AV device locations and schedules, and functionals; mounting details
 - Phase 3: As-Built drawing package (digital PDF delivery)
 - Includes all site-verified information for phases 1 & 2; including manuals when required
 - Archive copies of programming and custom configurations if available.

Project sign-off and completion if applicable

AVDG will walk the client, or responsible party, through each room of the system; equipment furnished and installed will be referenced via the AVDG room delivery form and checked off. A brief overview of system function will be performed (separate from training and commissioning) for verification. Client or responsible party with sign the room delivery form, as will the AVDG representative. A copy of the form will be given to the client and will be stored in the client accessible project folder online.

Equipment substitutions due to supply chain and/or manufacturer delays

AVDG reserves the right, without customer approval, to substitute alternate equipment that does not change system functionality or customer experience. Any equipment changes that AVDG identifies may be presented as a zero-dollar change order. In the event that material of equal functionality or price cannot be sourced, the customer will be presented with options to either wait for original equipment, change order to equipment that may be higher cost than the originally specified, or modifying the user experience (change order for reduced scope or BOM as appropriate).

E-Waste Disposal

AVDG will dispose of owner e-waste as a paid service, even if not specifically noted as a line item. A sample of costs are below:

- 35"-65" display = \$50 per unit
- 65-85 display = \$75 per unit
- 85" and up display (including projectors) = \$250 per unit
- Misc electronics up to 25lbs = \$50 per unit

ASSUMPTIONS AND EXCLUSIONS



SCOPE OF WORK

- It is the responsibility of others (client, GC, etc.) for making sure the mounting surfaces are properly constructed to withstand the weight of the mounted equipment with a safety factor of at least 5:1. Any substitutions for this must be approved by AVDG prior to installation. AVDG has the right to refuse to mount any equipment to anything other than approved structures. All charges for required return trips by AVDG due to the lack of proper structure is the responsibility of Client. If finishes need to be modified, (i.e., fire treatment, paint, or other) the Client or GC is responsible for all repairs post installation.
- All above ceiling hardpoints are the responsibility of the client. If finishes need to be modified, i.e., fire treatment paint or other; Client is responsible for all repairs post installation. AVDG has the right to refuse to mount devices to anything other than an approved hardpoints. All charges for required return trips by AVDG due to the lack of proper structure are the responsibility of client.
- Engineered (P.E.) seals and/or stamped structural/system details are not included unless specifically noted in the scope of work.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required
- High voltage power (120v and up), conduit, junction boxes, raceways, and other pre-construction materials to be provided by others.
- Low voltage (audio, video and control signal) containment, conduit, junction boxes, raceways and other pre-construction materials to be provided by others
- Sleeves, cores, and fire-stopping are by others if required.
- Concrete saw cutting and/or core drilling is by others, if required.
- Sheet rock replacement, ceiling tile, T-bar replacement and/or wall/ceiling repair is by others, if required
- Any and all millwork (moldings, trim, etc.) or modifications to project millwork/furniture to accommodate the AV equipment is by others.
- Painting, patching or finishing of architectural surfaces is by others.
- HVAC and plumbing relocation is by others.
- Rough-in, bracing, framing or finish trim carpentry is by others.
- Any modifications made to openings, coves, soffits, etc after they have been measured by AVDG may require the reordering of any custom materials or equipment that was custom fabricated to fit said spaces. Any changes requires will result in additional charges.
- Digging, tunneling, removing and replacement of pavers/planters, etc is by others unless specifically noted in the Scope of Work.
- Removal, moving, modification, etc of furniture is by others unless specifically noted in the Scope of Work.
- Provision, configuration, and testing/verification of all networking equipment that connects to AVDG furnished equipment the responsibility of other unless specifically noted in the Scope of Work.
- Proper heat dissipation and venting for the equipment in this system is required. Where convection cooling is not possible, a powered venting system, with thermostatically controlled quiet fans, is recommended. Modification to any millwork, walls, ceilings, or climate control systems to provide adequate airflow and cooling is the responsibility of the Client. The client may refuse to install cooling and/or ventilation that is suggested by AVDG; a written waiver of this advice will be documented and the client assumes the risk that doing so may void all manufacture and AVDG warranties.
- AVDG is not responsible for delays caused by other trades, States of Emergency, or enhanced safety requirements. Additional labor charges may apply due to these conditions.
- All equipment returns are subject to a minimum 15% restocking fee and must be in the original, un-opened box. If the equipment has been opened, AVDG reserves the right to not accept the return.
- All custom programming (e.g. remote control system programs) will become property of the end user pending system signoff and final payment, copies of all programming shall be archived by AVDG for future service and upgrades. Programming may not modified or reused outside of the location it was developed for.
- Building power to be within tolerances by AVDG and equipment manufacturers, power in that damages



SCOPE OF WORK

equipment during the life of the system will be considered out of warranty unless covered in SLA contract.

- Owner furnished equipment, or equipment furnished by others, that is integrated into the systems 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.

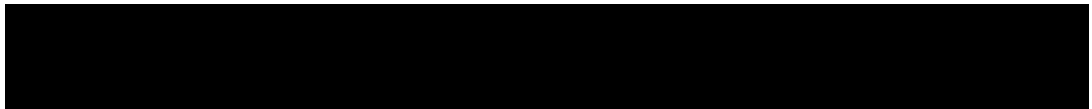
PAYMENT TERMS

- Deposit Invoice shall be due upon receipt
- All other invoices shall be net 30

BILLING MILESTONES

- 35% due upon acceptance/execution of proposal
- 40% due when equipment is ordered
- 15% due when on-site installation begins
- 10% due upon substantial completion

BILL OF MATERIALS



OTHER ITEMS

MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
Yealink	USB Extender - CAT5E Cable 40 Meters	2.00	\$199.00	\$398.00
Kramer	High-Speed HDMI Optic Hybrid LSHF Cable (33') HDCP 2.2/1.4, HDR, EDID, ARC, and CEC	4.00	\$133.98	\$535.92
Liberty-AV-Solutions	CAT5E 350 24/4P UTP CMR WHITE	1.00	\$64.55	\$64.55
Biamp	In-Ceiling, Indoor 6.5" Coaxial Loudspeaker, White (, but sold in pairs)	8.00	\$162.50	\$1,300.00
Netgear	AV Line M4250-8G2XF-PoE+ Fully M	1.00	\$886.11	\$886.11
Hosa Technology	LOW-VOLTAGE ADAPTOR PHX3M TO X	2.00	\$5.94	\$11.88
Hosa Technology	LOW-VOLTAGE ADAPTOR XLR3F TO P	2.00	\$5.94	\$11.88
Sennheiser	TEAMCONNECT CEILING 2 KIT	2.00	\$3,473.44	\$6,946.88
Biamp	4 channel PoE+ conferencing amplifier	2.00	\$550.00	\$1,100.00
Biamp	PoE AVB/USB expander with Bluetooth wireless technology	1.00	\$530.00	\$530.00



BILL OF MATERIALS

Biamp	Fixed I/O DSP with 4 analog inputs, 4 analog outputs, 8 channels configurable USB audio, 128 x 128 c	1.00	\$1,937.50	\$1,937.50
Biamp	5-port expansion device	1.00	\$928.75	\$928.75
Chief	Tempo Flat Panel Wall Mount System, PDU Bundle	2.00	\$741.83	\$1,483.66
Chief	Tempo Flat Panel Wall Mount System, PDU Bundle	2.00	\$741.83	\$1,483.66
Yealink	MVCS90 MVC S90-C5-007 Teams Rooms system for X-large room MTR	1.00	\$9,281.25	\$9,281.25
Extron	DA2 HD 4K PLUS	2.00	\$581.25	\$1,162.50
Catmaster Modular Plug System	CATMASTER STP CAT5E 25-PK	1.00	\$8.24	\$8.24
Startech	VENTED 1U RACK SHELF 7IN DEEP	3.00	\$29.25	\$87.75
Legrand-Middle Atlantic	15A,2 OUTLET,IP CONTROLLED POWER,COMPACT	4.00	\$232.42	\$929.68
Legrand-Middle Atlantic	15A,9 OUTLET,IP CONTROLLED RACKMOUNT POWER	2.00	\$331.88	\$663.76
AVDG	Misc Consumables	1.00	\$633.90	\$633.90
AVDG	Electronic Interconnects	1.00	\$1,584.75	\$1,584.75

OTHER ITEMS SUBTOTAL: \$31,970.62



PROJECT SUMMARY

QUOTE TITLE:
2024 CoJ Police Training Room - Trimmed

QUOTE ISSUED / VALID THROUGH
Oct 3, 2024 / Nov 2, 2024

PREPARED FOR:
The City of Joliet
Amanda Dite

PREPARED BY:
Tyson Howard
tyson.howard@avdg.com
avdg.com

JOB SITE:
Joliet Police Department
150 W. Washington St.
Joliet, IL 60432

SYSTEM TOTAL:
\$59,042.37

QUOTE #:
82689

SUBTOTAL	\$31,970.62
TAX	\$0.00
SHIPPING	\$1,584.75
LABOR	\$25,487.00
SERVICE PLAN	\$0.00
SYSTEM TOTAL	\$59,042.37

The system total on this page does not include the sub-totals associated with any optional sections of the quote labeled [Add/Alt].



TERMS AND CONDITIONS

THESE STANDARD TERMS AND CONDITIONS (the "Terms") apply to the "Customer" and AVDG, LLC ("AVDG"), relating to AVDG's design and engineering service, delivery and installation of materials and servicing of installed materials (the "Work"). The Work is described in the attached proposal and/or work order, into which these Terms are incorporated by reference (the "Work Description"). By accepting the proposal or work order or issuing a purchase order relating to a proposal or work order, Customer agrees to these Terms.

1. **Contract Price** | Customer agrees to pay the total price described in the Work Description (the "Contract Price"). The Contract Price is valid so long as a purchase order is issued and returned to AVDG within five business days from the date of the Work Description or the time specified in the Work Description, whichever date is later, after which time it is subject to change. Equipment and labor will be itemized separately in the Work Description and invoices. Customer will be responsible for a 15% restocking fee for any equipment exchanged or returned, provided that items that are not returnable to the manufacturer are not eligible for cancellation, exchange or return. Customer also shall be responsible for the payment of all applicable taxes, customs, duties and governmental charges relating to the Work.

Cost associated with work stoppages/starts, or material pricing escalation, or supply interruptions due to events of Force Majeure are unknown at this time and have NOT been included.

2. Scope of Work

- i. *Standard Work.* AVDG will provide the equipment and labor required to complete the Work. The Customer obtains title to equipment at the earlier of (1) when assembly and/or customization begins at AVDG (if any), (2) delivery to the Customer or (3) payment by AVDG to a provider for a custom order. The Work does not include additional work outside the scope of audiovisual installation, such as painting, carpentry or moving furniture. AVDG will not be responsible for damaged personal property that is not removed prior to services being performed. AVDG will dispose of all boxes and packaging related to the equipment described in the Work Description.
- ii. *Programming Services.* The Work may include custom programming. Programming quoted as part of the Work Description assumes completion during business hours (Monday through Friday, 9:00am to 5:00pm). Programming requests outside of those hours that are not specified in the Work Description must be completed pursuant to a change order. All additional programming is subject to availability and AVDG is not required to provide any additional programming other than as described in the Work Description.
- iii. *Change Orders.* Customer may request change orders, subject to the change order procedure described in this section. AVDG will review change order requests and determine, in its sole discretion, whether the change order can be completed, and the price associated with the change order. AVDG will respond to Customer as to whether or not the change order request is acceptable and any additional terms, charges and/or changes in project timelines that will result from the change order request. Customer must accept the change order proposal in order to allow the change order process to continue. All change orders must be signed by AVDG and Customer.



TERMS AND CONDITIONS

3. **Payment Terms** | Unless otherwise stated in the Work Description, AVDG's standard terms are 35% due with purchase order or signed proposal, 40% due when equipment is ordered, 15% due at the beginning of onsite installation and the remainder of the balance due upon completion of the Work.

4. **Late Payments** | If payments are not paid when due, (a) AVDG reserves the right to impose a monthly late payment charge on the late balance equivalent to one and one-half percent (1.5%) per month, or the highest rate allowed by law, whichever is less; (b) AVDG reserves the right, upon five days written notice to Customer, discontinue or turn off services being provided to the Customer, including without limitation, television, internet and telephone service; and (c) Customer will be liable for all fees and expenses incurred by AVDG in collecting amounts due under These Terms. These remedies are not intended to be AVDG's sole remedies and in no way precludes AVDG's use of additional available remedies.

5. **Term and Termination** | These Terms shall commence as of the Work Description and shall continue until the completion of the Work. If the Work is terminated for any reason prior to completion, in addition to any payments already received, AVDG shall be entitled to payment for performance completed through the date of termination, which includes delivered equipment, modified or nonreturnable equipment not delivered, and labor performed.

6. **Warranty: Limitation of Liability** | AVDG warrants that audiovisual systems furnished will be free from defects in workmanship or failure for a period of 90 days from the date of delivery, or if AVDG is the installer, the date of installation. Warranty service for such defects will be handled in a reasonable and timely manner. Equipment and individual components are covered by manufacturer warranties and AVDG warrants the equipment and components furnished and installed for the term established by the manufacturer. Labor to remove equipment and re-install it after the repair is not covered. Warranty repair equipment should be delivered to AVDG Attention: Service Department. The warranty does not apply to (a) any product that has been subject to misuse, neglect, accidental or operational error, (b) labor for shades telescoping or (c) materials provided by Customer or any other materials not provided by AVDG pursuant to the Work Description.

EXCEPT AS EXPRESSLY STATED IN THIS SECTION, AVDG PROVIDES ALL MATERIALS AND SERVICES HEREUNDER ON AN "AS IS" BASIS AND AVDG DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. THE MAXIMUM LIABILITY OF AVDG TO THE CUSTOMER ARISING OUT OF THE PROPOSAL OR CONTRACT RELATING TO THESE TERMS SHALL BE THE AMOUNT OF THE CONTRACT PRICE. UNDER NO CIRCUMSTANCES SHALL AVDG BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES OF ANY KIND. WITHOUT LIMITING THE FOREGOING, AVDG SHALL NOT BE LIABLE FOR ANY DAMAGE TO PERSON OR PROPERTY RESULTING FROM GOODS AND/OR SERVICES PROVIDED HEREUNDER EXCEPT TO THE EXTENT CAUSED SOLELY AND DIRECTLY FROM AVDG'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.



TERMS AND CONDITIONS

7. General Terms

- i. *Independent Contractors.* Each of the parties is an independent contractor and shall not be considered to be an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
- ii. *Assignment.* These Terms shall inure to the benefit of, and shall be binding upon, the parties and their respective heirs, permitted successors and permitted assigns. The Customer may not assign the proposal or contract relating to these Terms without the prior written consent of AVDG.
- iii. *Force Majeure.* AVDG shall not be liable for any delays or other non-performance resulting from fire or other casualty, act of God, war, terrorism or other violence.
- iv. *Governing Law; Venue.* These Terms shall be construed in accordance with the laws of the State of California, excluding its conflict of law provisions. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in California for the adjudication of any dispute hereunder or in connection herewith, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper.
- v. *Severability.* If any provision of these Terms are found to be invalid or unenforceable to any extent, then the invalid portion shall be deemed conformed to the minimum requirements of law to the extent possible. In addition, all other provisions of these Terms shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
- vi. *Waiver.* No waiver of any provision of these Terms shall be valid unless in writing signed by the party to be charged. No waiver with respect to any provision on one occasion shall be deemed a waiver of such provision on any other occasion.
- vii. *Amendment.* Any modification or amendment of these Terms or related document must be in writing and signed by both parties.

Entire Agreement; Interpretation. These Terms and any other document that it references as being incorporated by reference sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any other agreements, discussions, proposals, representations or warranties, whether written or oral between the parties with respect to the subject matter hereof. These terms supersede any language contained in Customer Purchase Orders or other documents.

TERMS AND CONDITIONS - CLARIFICATIONS



CLARIFICATIONS

All Clarifications are valid unless stated otherwise in the scope of work.

1. Structural and Attachment

- i. It is not the responsibility of AVDG to ensure the mounting surfaces are properly constructed to withstand the weight of the mounted equipment with a safety factor of at least 5:1. Any substitutions for this must be approved by AVDG prior to installation. AVDG has the right to refuse to mount any equipment to anything other than approved structures. All charges for required return trips by AVDG due to the lack of proper structure is the responsibility of the Customer. If finishes need to be modified, (i.e., fire treatment, paint, or other) the Customer is responsible for all repairs post installation.
- ii. All above ceiling hardpoints are the responsibility of the Customer. If finishes need to be modified, i.e., fire treatment paint or other; client is responsible for all repairs post installation. AVDG has the right to refuse to mount devices to anything other than an approved hardpoints. All charges for required return trips by AVDG due to the lack of proper structure are the responsibility of the Customer.
- iii. Engineered (P.E.) seals and/or stamped structural/system details are not included unless specifically noted in the scope of work.
- iv. Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required are not included unless specifically noted in the scope of work.
- v. Any modifications made to openings, coves, soffits, etc. after they have been measured by AVDG may require the reordering of any custom materials or equipment that was custom fabricated to fit said spaces. Any changes required will result in additional charges.

2. Electrical

- i. AVDG will not provide, nor be responsible for high voltage power (120v and up), conduit, junction boxes, raceways, and other pre-construction materials.
- ii. AVDG will not provide, nor be responsible for low voltage (audio, video, and control signal) containment, conduit, junction boxes, raceways, and other preconstruction materials.
- iii. 120v (20amp) power for tools and temporary lighting shall be provided within 50' of the areas of work unless specifically noted in the Scope of Work.

3. General Construction: AVDG shall not provide, nor be responsible for, the following:

- i. Sleeves, cores, and fire-stopping, if required.
- ii. Concrete saw cutting and/or core drilling, if required.
- iii. Sheet rock replacement, ceiling tile, T-bar replacement and/or wall/ceiling repair, if required
- iv. Millwork (moldings, trim, etc.) or modifications to project millwork/furniture to accommodate the AV equipment.
- v. Painting, patching, or finishing of architectural surfaces.
- vi. HVAC and plumbing relocation.
- vii. Rough-in, bracing, framing or finish trim carpentry.
- viii. Digging, tunneling, removing and replacement of pavers/planters, etc. unless specifically noted in the Scope of Work.
- ix. Removal, moving, modification, etc. of furniture unless specifically noted in the Scope of Work.

TERMS AND CONDITIONS - CLARIFICATIONS



4. Networking

- i. Provision, configuration, and testing/verification of all networking equipment that connects to AVDG furnished equipment is the responsibility of the Customer unless specifically noted in the Scope of Work.
- ii. AVDG will provide network requirements for AV equipment that is connected directly to the Customer's network and will meet with the Customer or its IT department to convey networking requirements for proper systems operation unless called out in the Scope of Work.
- iii. AVDG will provide equipment MAC addresses to the Customer for IP address assignment and DHCP reservations.
- iv. The Customer's network must be operational prior to commissioning/service of AV systems. If it is determined that, due to delays in delivery of the Customer network, additional labor is required to adequately deliver the scope of work as detailed a summary of any anticipated cost implications for Customer approval prior to commencement of additional services will be provided.

5. Acoustical

- i. The premises should have a measured ambient noise level of no more than NC35. For new spaces, the design parameters for the mechanical engineering within the premises should have a target NC of 35 or less. Ambient noise includes noise from the air handling systems, mechanical systems, and noises outside the building. Noise levels above this specification adversely affects the meeting environment and may degrade the overall audio quality and intelligibility of a conference call. This is especially important when ceiling microphones are utilized. If a problem is identified with ambient noise levels, AVDG can work with the Customer's mechanical engineer to identify possible solutions to lower the NC rating and improve the audio experience. These solutions would be additional to the Scope of Work.
- ii. Reverberation Time (RT60) typically should be less than 0.4 seconds in the 125Hz - 10kHz octave bands to provide an optimum meeting experience and acceptable audio quality in a conference call. A significant number of hard surfaces in a room (glass, drywall, or other surfaces) can adversely affect audio intelligibility and the meeting experience overall. Acoustic treatment is advised for any premises with higher RT60 levels. If the premises requires acoustic treatment, AVDG can provide solutions to overcome this issue and enhance the audio experience for the participants. These solutions would be additional to the Scope of Work.
- iii. If acoustical remediation is recommended but not implemented, AVDG will document the potential performance ramifications in writing. The Customer should understand that the system performance may be significantly decreased, for which AVDG shall have no responsibility or liability.
- iv. STI (Speech Transmission Index) and STIPA (Speech Transmission Index for Public Address) are not applicable to this project unless specifically noted in the Scope of Work.

6. Lighting

- i. Room lighting shall be at least 40-foot candles and evenly diffused throughout the camera's field of view to eliminate hot spots on participants and walls. Evenly distributed lighting is important for videoconferencing applications. Where the camera's field of view includes windows, recommended window treatment should be employed to provide an acceptable background for the camera to view the participants.
- ii. For best image quality, backgrounds should be neutral, solid colors. When graphics are utilized behind participants fine line and patterns should be avoided.
- iii. If light pollution remediation is recommended but no implemented, AVDG will document the potential performance ramifications in writing. The customer should understand that the system performance may be significantly decreased, for which AVDG shall have no responsibility or liability.

TERMS AND CONDITIONS - CLARIFICATIONS



7. Software

- i. All software licenses required for normal end user operation shall be assigned to the Customer upon the completion of the project. It is the responsibility of the Customer to register and maintain any licenses unless specifically called out in the Scope of Work. Examples include, but are not limited to, operating systems, apps, etc.
- ii. All custom programming (e.g., remote control system programs) shall be assigned to the Customer pending system signoff and final payment, copies of all programming shall be archived for a period by AVDG for future service and upgrades.
- iii. In some cases, a password can be provided to the Customer or its team; this would be specifically called out in the Scope of Work. The Customer assumes all responsibility for maintaining the password as well as communicating to AVDG any password and programming changes.
- iv. If the password is lost and is the original one created by AVDG, AVDG will provide that password at no charge pending verification of the request. In some cases, if the password is lost and has been changed without notifying AVDG; a complete system reset may be required resulting in the need to reload and older file or completely rebuild the program from scratch. The costs associated with this is additional to the Scope of Work.

8. Training and System Demonstration

- i. AVDG shall provide one basic system orientation to its Customers (maximum 6 people in a single group) upon project's completion and commissioning unless specifically called out in the Scope of Work. Additional trainings are available and shall be quoted as additional.
- ii. Recording of training is not included unless specifically called out in the Scope of Work; recording is available as an additional service.

9. Owner Furnished Equipment (OFE)

- i. Scheduling of an ISP and/or Telco providers is the responsibility of the Customer unless specifically called out in the Scope of Work. AVDG will make itself available during the scheduled times; however, any delays caused by 3rd parties may result in additional charges.
- ii. Customer furnished equipment, or equipment furnished by others, that is integrated into the systems is assumed to be current, industry acceptable and in good working order. If it is determined that equipment is faulty upon installation, additional project charges may be incurred.
- iii. The creation, scheduling and/or subscriptions of custom content is the responsibility of the Customer. AVDG can provide as a service the creation, scheduling and/or subscriptions of content and is available to discuss as necessary.

10. Insurance, Permits and Licensing

- i. Certificate of Insurance shall be provided, as requested, prior to initiation of work.
- ii. The Customer 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
- iii. Low voltage permit fees and related labor charges are not included and shall be added upon the Customer's approval, as applicable.

TERMS AND CONDITIONS - CLARIFICATIONS



11. Logistics

- i. During the project's commencement, free parking shall be allowed to AVDG's vehicles as close as possible to the jobsite. Loading dock shall be available to AVDG's vehicles for the materials and equipment deliveries that shall be scheduled in advance. AVDG understands that the delivery dock may not be available all day and that specific delivery times may need to be coordinated.
- ii. If free parking is not available, the Customer will be billed for parking expenses; these expenses will be billed at a fixed 10% markup to accommodate administration expenses.
- iii. 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.
- iv. Ground shipping has been assumed for all materials. Expedited shipping may be available and can be quoted as additional.
- v. A specific number of site deliveries has been determined as part of this proposal; any additional trips required due to site conditions, other trades, or other forces outside of AVDG's control will be billed as additional. See Scope of Work for details.

12. Equipment Returns

- i. All equipment returns are subject to a minimum 15% restocking fee and must be in the original, unopened box. If the equipment has been opened, AVDG reserves the right to not accept the return.
- ii. Any equipment returns must be executed within 60 calendar days of delivery to site.
- iii. Custom ordered parts are not able to be returned.

13. General

- i. Once the equipment is delivered to the jobsite, a Customer's signature shall be required. Securing the delivered equipment shall be the Customer's responsibility unless otherwise noted in the Scope of Work.
- ii. Any products, services, and/or SOW modifications in addition to or different than what is described in this proposal will result in a cost impact and timeline impact to the offered pricing.
- iii. The Customer shall be responsible for all related infrastructure requirements throughout the entire project timeline.
- iv. If required, this proposal assumes that all AVDG project shop drawings, product data, product samples or other design submissions impacting the audiovisual deployment have been reviewed and approved prior to technicians arriving onsite. Audiovisual services provided shall be in accordance with approved submittals only.
- v. This proposal assumes that, if required, one hardcopy initial set and one revised hardcopy set of audiovisual drawings will be provided. If additional audiovisual drawing set issues are required to incorporate multiple design phase projects or to support the decision-making process, an estimate for these additional documentation services will be provided.
- vi. Specifications in this proposal are based on information received to date.
- vii. This quote is subject to revision if additional information becomes available, specification documents added, drawings change, or quote is past expiration.
- viii. Import Tariffs are subject to change dependent upon US Federal Law and Customs enforcement procedures established at the time products manufactured abroad enter the US. The Customer is responsible for any cost increases due to increase in import tariffs.

TERMS AND CONDITIONS - CLARIFICATIONS



- ix. Any delay due to causes beyond AVDG's reasonable control and without AVDG's fault or negligence shall extend delivery and installation dates to the extent caused thereby. AVDG will use reasonable efforts to timely notify the Customer in the event of any delay. The Customer shall reimburse AVDG its reasonable additional expenses resulting from any Customer-caused delays. When delivery of the products is delayed at the request of the Customer and the products have already been shipped by AVDG's vendor, AVDG will place the products in storage and invoice the Customer the price of such products, which will be promptly paid. AVDG shall not be liable, and the Customer shall have no right to cancel or rescind this agreement, in the event of any delay due to causes beyond AVDG's reasonable control, and the Customer shall accept such delayed performance by AVDG. The Customer's receipt of the products shall constitute a waiver of any claims for delay.
- x. AVDG reserves the right to pass along any price increases that may happen during a project. Any pricing increases will be communicated to the Customer before ordering for Customer approval; AVDG will supply (when possible) documentation from suppliers regarding the pricing increase. If the cost increase is not acceptable, the Customer will be able to cancel any equipment, material or labor that has not been allocated to the project or is in transit the jobsite and/or and AVDG warehouse.

14. Coordination

- i. If unforeseen issues discovered during the construction process determine additional labor or equipment is required to adequately deliver the scope of work as detailed, a summary of additional cost implications shall be provided for approval prior to commencement of additional services.
- ii. AVDG will use its best efforts to deliver the products in accordance with the Customer requested delivery date, subject to receipt of all necessary information from the Customer and the Customer's compliance with AVDG's reasonable instructions for site readiness. AVDG shall not be liable for any delay caused by any circumstances beyond its control, including but not limited to government directives, priorities, regulations, requests, order, or requisitions, or by embargoes, natural disasters, pandemics, fires, strikes, work stoppage, accidents to machinery or equipment, delays of carriers or shortage of labor or materials or for any other cause whatsoever interfering with or impeding production or delivery of the products ordered.
- iii. AVDG shall reasonably coordinate and cooperate with other trades to facilitate satisfactory work progress. If AVDG's work in progress is impeded by other trades and/or contractors (excluding the AVDG's own subcontractors) or by scheduling delays due to the Customer, time delays in the final installation as well as additional charges, including labor, travel, and other reasonable expenses, may result.
- iv. This proposal assumes a limited number of coordination meetings; AVDG will notify the Customer, in writing, when the limit has been reached. Any additional meetings may require additional charges.

15. Site Work and Conditions

- i. Installation (e.g., field assembly, interconnection, equipment calibration and checkout) is to be performed by AVDG's trained technical employees. AVDG 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 AVDG employees is prevented by trade unions, the Customer shall arrange with the trade unions at its own expense to complete installation. AVDG is thereafter liable only for engineering supervision of installation.
- ii. The labor pricing in this AVDG proposal reflects normal business hours M - F, 8am - 5 pm local time unless otherwise noted in the SOW. Should work be requested to take place outside of those hours, days and/or on holidays, AVDG can provide a quote.

TERMS AND CONDITIONS - CLARIFICATIONS



- iii. The Customer shall be responsible for preparing, at its own expense, the installation site in accordance with AVDG's reasonable instructions, including the requirements specified in this Scope of Work. In no event shall AVDG be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications unless otherwise agreed to in writing in this Scope of Work. The Customer shall provide AVDG with source code for any non-AVDG programmed remote control system(s) required to be modified under the terms of this proposal.
- iv. The Customer shall provide AVDG with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on the Customer's staff to serve as a contact person for all site preparation and installation issues. The Customer shall provide AVDG with free access to the installation site for the purpose of preparation for installation.
- v. The Customer shall provide a clean worksite prior to the installation of any electronics. AVDG reserves the right to delay installation if site conditions do not meet industry standards for dust and debris cleanliness; any delays that result in additional work or any damage to equipment that occurs due to site conditions will result in additional charges. If the Customer requires installation in areas that AVDG identifies as sub-standard; written consent will be received before installation begins; signing of this document voids all AVDG and manufacturer warranties.
- vi. Proper heat dissipation and venting for the equipment in this system is required. Where convection cooling is not possible, a powered venting system, with thermostatically controlled quiet fans, is recommended. Modification to any millwork, walls, ceilings, or climate control systems to provide adequate airflow and cooling is the responsibility of the Customer. In the event the Customer refuses to install cooling and/or ventilation that is suggested by AVDG, the Customer assumes the risk that doing so may void all manufacturer and AVDG warranties.
- vii. AVDG is not responsible for delays caused by other trades, events of Force Majeure, or enhanced safety requirements. Additional labor charges may apply due to these conditions.
- viii. Any background checks, drug testing, safety certifications, etc. required to work on site are only included if specifically referenced in the Scope of Work. AVDG can accommodate these requirements after the proposal has been signed but this may affect the project schedule and pricing.



AGREEMENT

QUOTE TITLE:
2024 CoJ Police Training Room - Trimmed

QUOTE ISSUED / VALID THROUGH
Oct 3, 2024 / Nov 2, 2024

PREPARED FOR:
The City of Joliet
Amanda Dite

PREPARED BY:
Tyson Howard
tyson.howard@avdg.com
avdg.com

JOB SITE:
Joliet Police Department
150 W. Washington St.
Joliet, IL 60432

SYSTEM TOTAL:
\$59,042.37

QUOTE #:
82689

By signing below, the signee acknowledges that they have read, and agree with, all clarifications located at www.avdg.com/clarifications

SIGNATURE OF ACCEPTANCE:

PRINT NAME & TITLE:

DATE: