Statement of Work

Proposal Number: 239719
Design and Installation of a Audio System



Prepared By:

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SECTION 1: INTRODUCTION

1.1 Introduction

The following statement of work defines the scope of services that The Chariot Group, Inc., hereinafter referred to as the "Contractor," will provide to Petersburg Borough, hereinafter referred to as the "Client."

1.2 Purpose

The purpose of this project is to implement a multimedia audio system in the Client's Council Chambers at Petersburg, AK.

1.3 About This Document

This document is intended to ensure that the Contractor and the Client share a common and equal understanding of the end result that the Client intends for this project. The information contained herein will describe the project scope and specify or refer to other existing documents which may describe any hardware/software products to be included. Also included are services to be rendered by the Contractor, responsibilities and commitments of the Client.

SECTION 2: SCOPE OF WORK

This section defines the materials to be provided and services to be performed for the proposed system.

2.1 Display System and Connectivity

No changes shall be made to this system.

- 1. The Contractor shall provide the labor and materials necessary to install one (1) Barco Clickshare CSE-200. The Barco Clickshare is a wireless presentation sharing the device. It supports wireless connectivity of laptops using the two (2) presentation dongles or the app for mobile devices.
- 2. The Contractor shall provide for the adjustment, alignment, and functional testing of the system.

2.2 Audio System

Distributed Audio System

The Contractor shall provide the labor and materials necessary to install a two-zone distributed audio system. The system shall be comprised of one (1) Contractor-provided two-channel amplifier and the existing Client-provided speakers. The system shall be configured to have an audience zone and presentation zone. The Presentation Zone will be defined by the speakers over the Dais City Clerk/Manager Table and the Podium. All other speakers shall be defined as part of the Audience Zone.

Voice Lift System

The Contractor shall configure a voice lift system. This system will be comprised of the microphones mentioned below and the distributed audio system mentioned above. The system shall be configured so that the microphones in the Presentation Zone will reinforce to the Audience zone and the microphones in the Audience Zone will reinforce to the Presentation Zone.

2.3 Acoustics

Sound masking and acoustic panels are available at an additional charge.

2.4 Conference System

Discussion Microphone System

The Contractor shall provide the labor and materials necessary to install one (1) Discussion style microphone system. This system shall be comprised of one (1) Shure DIS-CCU Central control unit, twelve (12) Shure MXC605 Portable Conference Units and twelve (12) Shure MXC420DF Dualflex Gooseneck Microphones.

The Contractor shall provide the labor and materials necessary to install seven (7) Shure MXC605 Portable Conference Units and seven (7) Shure MXC420DF Dualflex Gooseneck Microphone at the Dais. One (1) of these microphones shall be configured as the Chairman microphone. The other six microphones shall be configured as delegate microphones.

The Contractor shall provide the labor and materials necessary to install two (2) Shure MXC605 Portable Conference Unit and two (2) Shure MXC420DF Dualflex Gooseneck Microphone at the City Manager/Clerk Table. These microphones shall be configured as a delegate microphones.

The Contractor shall provide the labor and materials necessary to install one (1) Shure MXC605 Portable Conference Unit and one (1) Shure MXC420DF Dualflex Gooseneck Microphone at the Podium. This microphone shall be configured as a delegate microphone.

Two (2) Shure MXC605 Portable Conference Units and two (2) Shure MXC420DF Dualflex Gooseneck microphones shall be provided as system spares. The DIS-CCU shall auto-configure the microphones when connected. These microphones may either be used as spares or hot swap replacements. These microphones shall be configured as delegate microphones but may be switched at any time.

Wireless Microphone System.

The Contractor shall provide the labor necessary to integrate the Client's existing wireless microphone system into the new overall audio system.

DSP and Telephone Interface

The Contractor shall provide the labor and materials necessary to install one (1) Biamp TesiraFORTE audio digital signal processor and it's associated VoIP and POTS interface. This digital signal processor shall be configured for proper echo cancellation and gain structure.

Audio Conferencing

The Contractor shall provide the labor and materials necessary to install an audio-conferencing system that shall be comprised of the DSP and microphone system mentioned above. Control Features shall be provided by the room control system described later in Section 2.6

Web Conferencing

The Web Conferencing system shall be comprised of the audio components mentioned above and one (1) Vaddio Roboshot 30x Camera. The Contractor shall configure the Biamp TesiraFORTE for USB connectivity to a Client-provided PC for soft-client web conferencing (Zoom, Teams, Etc.)

The Contractor shall provide the labor and materials necessary to ceiling-mount one (1) Vaddio Roboshot 30 QUSB Camera. The camera shall be mounted in a location to pickup the seven (7) council seats at the Dais.

2.5 Lighting and Lighting Control

None specified.

2.6 Control System

The Control system shall be comprised of one (1) Client-provided Extron IPCP Pro Controller, and one (1) Extron TLP Pro 1025T 10-inch touch panel. The Control System shall provide the following features and functionality:

1. Single Point of Control

- a. One (1) Extron TLP Pro 1025T touch panel shall be installed at the Client's City Manager/Clerk Table
- 2. The System shall provide control for the following functions.
 - a. Source Selection
 - b. Volume Control and Mute
 - c. Microphone Mute/Speaker Mute
 - d. System Power
 - e. Screen Up/Down (If Low Voltage Controller is existing.)
 - f. Source Device Control
 - i. Audio Conferencing Number Input, Dial, Hang-up, Mute, Answer
 - ii. Web Conferencing Camera Presets, Pan, Tilt, Zoom Functions



As-built drawings of the audiovisual system shall be included as part of this proposal.

2.8 Additional Components

The Contractor shall provide the labor and materials necessary to mount the following equipment in the Client's existing audiovisual equipment rack:

One (1) Shure DIS-CCU

One (1) Biamp TesiraForte VT

Travel

Travel expenses are included as part of this proposal. All technical resources are based in Anchorage.

COVID Statement

If a travel quarantine is mandatory due to local or state mandates. The Contractor shall bill for a \$600 a day plus per diem and hotel for the quarantine time period.

2.9 Training

End user training shall consist of one (1) one-hour session to be completed within thirty (30) days of the final acceptance of the system at the Client's location.



Sample TLP Pro 1025T

D+10 to D+45 Arrival of materials in shop and on site
D+45 to D+75 Shop assembly of AV system components

D+76 to D+89 Begin on-site installation

D+90 Final inspection and acceptance signoff

SECTION 5: WARRANTY AND SERVICE

5.1 Manufacturer's Equipment Warranty

All Contractor-provided equipment shall be warranted as specified by the pertinent product manufacturer. Product repair, replacement, and related shipping charges will be handled in accordance with the product manufacturer's written warranty. However, there shall be no warranty by the Contractor, express or implied, with respect to any Contractor-provided equipment, and the Client agrees to look solely to the pertinent manufacturer with respect to any such warranties. Without limiting the foregoing, the Contractor makes no warranty of merchantability or fitness for any use with respect to any Contractor-provided equipment.

5.2 Labor and Programming Service

In the event of a Contractor-provided equipment or programming failure, the Contractor shall provide the labor and programming service to correct the issue at no charge to the Client for up to ninety (90) days from the invoice date. On-site labor service applies to the Anchorage and Wasatch Front areas only. For other locations, the Contractor shall provide the on-site labor to repair, or remove and re-install, the failed component at a reduced rate of \$65 per hour. The Client shall also be responsible for all travel, meal, and lodging expenses.

<u>Upgrade Option: One-Year or Three-Year Service Maintenance Agreement:</u> For an additional cost, as outlined in Section 8.2 of this agreement, the Client can upgrade to a one-year or three-year service maintenance agreement.

5.3 Exclusions

The Contractor's programming service and labor service as set forth above exclude damage related to the Client's improper use and/or handling of the equipment. Damage related to fire, faulty power, environmental causes, and vandalism is not covered. Loss or stolen equipment is also not covered under this agreement.

5.4 Billable Service and Support

Labor and other service that does not fall under the scope of this agreement is billable according to the rates and terms in Appendix A.

SECTION 3: EXCLUSIONS

The following items are not considered to be within the scope of work of the Contractor under this agreement.

- 3.1 Any additional audiovisual components other than those noted in Section 2 of this agreement.
- 3.2 Computers and mobile computing devices.
- 3.3 Construction and painting.
- 3.4 Network, telephone, and cable television connectivity.
- **3.5** Network quality of service.
- 3.6 Alteration of existing floor, wall, or ceiling structure.
- 3.7 Line voltage electrical supply requirements.
- 3.8 Installation time and materials related to any additional equipment not included in this statement of work that is needed to accommodate the Client's requirements.
- 3.9 The removal or incorporation of preexisting equipment unless otherwise specified in this document. If any preexisting or other Owner-Furnished Equipment (OFE) is specified, the Contractor is not responsible if equipment is defective or fails during the performance of agreed-upon services. Any additional time required for troubleshooting, manufacturer support, and handling of returned or exchanged equipment will be billed to the Client. In addition, the Contractor is not responsible for project delays that result from OFE failure. Project delays that require complete work stoppage by the Contractor for an unknown period of time may result in request for Client payment for services rendered to date.

SECTION 4: SCHEDULE

The proposed schedule below is based on all work being completed during regular work hours, Monday through Friday, 7:00 a.m. to 6:00 p.m. Unless agreed in advance, work completed outside of regular work hours will be billed at the current overtime rate. All project schedules are subject to change based on the Contractor's current obligations in place upon receipt of the Client's purchase order. The following proposal schedule represents a typical timeline expected for the work outlined in this proposal when there are no conflicting obligations.

This proposal contains custom design elements which may have long lead times for construction and/or manufacturing that can affect the proposed schedule. Actual delivery dates may fluctuate due to contracted work by others whose schedules are beyond the control of the Contractor or due to other foreseen or unforeseen circumstances that might arise. Every reasonable means to adhere to a proposed schedule and to communicate with the Client regarding changes or delays in a proposed schedule will be pursued by the Contractor once a purchase order has been received and a proposed schedule has been established and confirmed in writing by all parties.

Proposed Schedule

D-Day

Contractor receipt of purchase order from Client

D+2

Placement of orders for required materials

SECTION 6: CLIENT RESPONSIBILITIES

This section details those areas where the Client will bear responsibility to help promote the efficiency of this engagement and to assist in ensuring that it remains in line with the quoted cost.

- 6.1 The Client is responsible for providing electrical power for all devices. The same phase leg from the facility power distribution box shall power all AV components that are interconnected. All components shall be connected to a common earth ground. Power to the display device(s) shall be single-phase 120VAC from an independent 20A feed from the main distribution box. No lighting or lighting control devices are to be fed by any of the AV circuits. The Contractor shall provide the Client with electrical plan requirements drawings prior to installation so that the Client's electrician can complete electrical system modifications as required.
- 6.2 The Client is responsible for relocating light fixtures, HVAC, and fire suppression equipment if required.
- 6.3 The Client is responsible for removing existing chalk boards, dry erase boards, and any other fixtures that may obstruct the mounting of any display, if required.
- The Client is responsible for ensuring that any Client-provided equipment included in this project be in the proper working order necessary for the Contractor to fulfill its obligations under this agreement. Any downtime, troubleshooting, repair and/or replacement product resulting in additional cost to the Contractor will be billed as a change order at the Contractor's stated rates. This agreement serves as the Client's payment guarantee for such costs.
- 6.5 The Client is responsible for providing access to all pertinent areas for the Contractor's work to be performed during agreed-upon working hours and free from restrictions that may cost the Contractor downtime in their work. Any downtime resulting in additional cost to the Contractor will be billed as a change order in an amount equal to such additional cost. This agreement serves as the Client's payment guarantee for such costs.
- 6.6 The Client is responsible for providing a safe, clean, and unencumbered working environment free from any known hazardous materials.
- 6.7 The Client shall appoint a responsible individual who will serve as the primary point of contact for the Contractor. This contact shall have the authority to approve changes and to accept completed work.
- The Contractor will make two attempts to obtain the Client's signature as sign-off on completion of the system. Where applicable, the Contractor will make every reasonable effort to coordinate with the Client's IT and other departments for final testing of the system before requesting sign-off paperwork. If final testing cannot be completed due to Client unavailability within a reasonable timeframe, the Contractor shall request project signoff.

If the Contractor does not receive a signature response to the second signoff attempt, The Client agrees to constructive receipt of the system within 14 business days unless written notification of any issues with the system has been received by the Contractor.

SECTION 7: OTHER TERMS AND CONDITIONS

This section details additional terms and conditions that apply to this contract.

- 7.1 The Contractor shall, to the extent reasonably possible, ensure that there are no material defects in either the audio or video signal quality and, to the extent that the Contractor has control over the physical and electrical conditions that affect the quality of signal, exercise reasonable efforts to correct such conditions to bring the signal to a reasonably acceptable level and quality.
- 7.2 The Contractor is not responsible for correcting improper facility electrical conditions (dirty power) that may contribute negatively to audio or video reproduction quality nor shall the Contractor be responsible for any damage to the equipment caused by the Client or any of their other contractors. The Contractor may, at an additional cost, troubleshoot and recommend problems with audio or video signal quality due to facility wiring issues. These recommended modifications may be in the form of facility electrical writing modifications or the addition of ground isolation devices.
- 7.3 All material provided by the Contractor shall be as specified herein. All work will be completed in a workmanlike manner according to standard practices. Any alteration or deviation from written specifications involving extra costs shall be executed upon a written change order signed by both the Contractor and the Client, and shall be subject to an additional cost over and above the stated cost set forth in this document. All agreements and schedules are subject to change based on strikes, weather delays, accidents, or any other delays beyond the Contractor's control.
- 7.4 During the term of this agreement, and for twelve (12) months from the termination of this agreement, the Client shall not, either on his or her own account, via agents or other representatives of the Client, or for any person, firm, partnership, corporation, or other entity (a) solicit or endeavor to cause any employee of the Contractor to leave his or her employment, or (b) induce or attempt to induce any such employee to breach her or his employment agreement with the Contractor.

SECTION 8: TERMS, PRICE STATEMENT, AND ACCEPTANCE

8.1 Terms

This proposal is valid for a period of thirty (30) days from the date of issuance.

Custom-built items may not be returned for credit or replacement without paying the Contractor the cost incurred by the Contractor in manufacturing, assembling, returning, or replacing such items.

The order of equipment and commencement of labor is dependent upon receipt of purchase order. Any amendment requested or required subsequent to receipt of purchase order shall be accomplished by means of a written change order upon approval by both parties.

FOB:

Petersburg

Terms:

Net 30 (on approved credit - from date of invoice)

Unpaid balance is subject to interest at the greater of 1.5% per month or the maximum rate of interest otherwise permitted by local and state law.

Billing Schedule:

50% of total invoiced at time of order

25% of total invoiced upon shipment of equipment

25% of total invoiced upon project completion and signoff*

Equipment shipped to and staged at the Contractor's location for the benefit of the Client will be considered received by the Client for invoicing purposes. Equipment will be available for Client inspection Monday through Friday, 8:00 a.m. to 5:00 p.m., with advance notice of at least 24 hours.

The Contractor will make two attempts to obtain the Client's signature as sign-off on completion of the system. Where applicable, the Contractor will make every reasonable effort to coordinate with the Client's IT and other departments for final testing of the system before requesting sign-off paperwork. If final testing cannot be completed due to Client unavailability within a reasonable timeframe, the Contractor shall request project signoff.

If the Contractor does not receive a signature response to the second signoff attempt, The Client agrees to constructive receipt of the system within 14 business days unless written notification of any issues with the system has been received by the Contractor.

Remit Address:

The Chariot Group, Inc. | 3120 Denali Street, Suite 1 | Anchorage, AK 99503

Billing Contact:

Accounts Receivable | ar@chariotgroup.com | (907) 222-5300

Corporate Officers:

Rick Thomas, President

Denise Thomas, Chief Financial Officer

Contractor License #s: Alaska: 30786 | Oregon 179002 | Washington CC01 CHARICG903KQ

8.2 Price Statement and Acceptance

Option 1: Project with Three-Year Service	e Agreement
Project Price (as outlined in Section 2)	\$39,970.00
Three-Year Service Agreement Upgrade	\$Custom Quote required not included
Total Proposal Price	\$39,970.00

Option 2: Project with One-Year Service	Agreement
Project Price (as outlined in Section 2)	\$39,970.00
One-Year Service Agreement Upgrade	\$ Custom Quote required not included
Total Proposal Price	\$39,970.00

Please check and initial *one* of the options below. By accepting a service agreement upgrade, the Client approves of the Total Proposal Price listed above for that option. By declining the service agreement upgrade, the Client approves of the Project Price only.

		•	ce agreement upgrade (Opti	on I above).
•	Initials	-		
	The Client hereby	accepts the one-year service	agreement upgrade (Option	n 2 above).
	Initials			
	period expires as		service or maintenance red	erstands that once the initial warrant quired for this system will be billed
•	Initials			
The	ided and labor t	he Client accept all of the		al and affirm the equipment to be ent for the price provided on thi
ACCI	EPTED BY:		ACCEPTED FOR:	
Pete	rsburg Borough		The Chariot Gro	up, Inc.
Printe	ed Name:		Printed Name:	
Title:			Title:	

Signature:

Signature:

Date:	Date:	
APPENDIX A: SERVICE RATES AND TERMS		

On-site service and telephone support will be billed according to the rates and terms listed below when the system and/or equipment is not covered under warranty or service as set forth in Section 5 of this document or under a service agreement.

A.1 Current Service Rates*

Service Type	Rate	
Installation	\$125 per hour	
Service Call	\$125 per hour	
Programming and Design	\$165 per hour	
Consulting	\$195 per hour	
Telephone Support	\$72 per hour	

^{*} Rates are subject to change without notice.

A.2 Billing Terms

- a. For each service call, a minimum of two hours for on-site service and thirty (30) minutes for telephone support is billed. Time is billed in 15-minute increments after the minimum is met. If a single service call includes both on-site service and telephone support, all time will be billed at the on-site service rate.
- b. Billable time for on-site service begins when the technician leaves the Contractor's office location and ends when the technician leaves the jobsite. If prep time at the Contractor's office location is specific to that particular service call as with obtaining equipment from inventory, downloading controller code and touch panel files, researching equipment specifications, and/or consulting with a product manufacturer this time will be added to the total billable time.
- c. If the installed system is located in Girdwood, Palmer, or Wasilla, a service area fee of \$35 will be added for each service call where on-site service is completed. For systems located outside Anchorage and the other areas listed in this section, the Service Center will prepare a custom quote for the Client to accommodate travel time and costs.

A.3 Contact Information

If you have any questions, or need to request service for your system, please contact our Service Center.

Service Center support@chariotgroup.com (907) 222-5300