

INVITATION TO BID

STATE OF ALABAMA

COUNTY OF BALDWIN

NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, ("Commission"), Alabama, will **receive bids in the Purchasing Office on January 14, 2010 at 1:30 P.M., for the Purchase and Installation of Audio/Video Systems for the Baldwin County Twenty-eighth Judicial Circuit Court Law Library Fund. Bids will be opened on January 14, 2010 at 2:00 P.M., in the Purchasing Conference Room located at 257 Hand Ave., Bay Minette, Alabama. Bids received after the January 14, 2010 at 1:30 P.M. deadline will not be considered.** All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

PRE-BID CONFERENCE

A **mandatory Pre-Bid Conference** will be held at the Baldwin County Purchasing Conference Room located in the Annex III Building at 257 Hand Avenue, Bay Minette, AL., on **January 7, 2010 at 10:00 A.M. ALL INTERESTED BIDDERS MUST ATTEND.** Vendors will not be allowed to submit a bid for this project if they or a representative of their company does not attend the Pre-Bid Conference.

Questions may be directed to Wanda Gautney, Purchasing Officer, Baldwin County Commission, via E-mail at wgautney@co.baldwin.al.us Questions must be received no later than **2:00 P.M. Central Time, on January 4, 2010.** All questions received will be answered during the mandatory Pre-Bid Conference. All attendees will have an opportunity to view the Courtrooms that are part of this project during the Pre-Bid Conference. Additional questions that come up specific to the review of the Courtrooms can be presented verbally during the Pre-Bid Conference and written responses to each question will be posted to the website in a timely manner thereafter.

SEE ATTACHED SPECIFICATIONS

This invitation package consists of **FIFTY (50)** pages. Bidders shall verify that have received all pages as indicated. If all pages have not been received, then it is the responsibility of the bidder to contact the Purchasing Officer, Wanda Gautney at (251) 580-2520 phone, (251) 580-2536 fax.

GENERAL BID INFORMATION

Bidders shall carefully read all parts of the invitation package with its accompanying schedules and attachments, if any. Bidders shall direct all requests for explanation or additional information concerning the meaning or interpretation of the conditions or attached specifications of this invitation to Wanda F. Gautney in writing or by e-mail (wgautney@co.baldwin.al.us.) in sufficient time for a reply before submission date of bids. The Commission cannot, and does not, guarantee that such inquiries sent by mail or email will be received timely or prior to the required submission date and time. It is the responsibility of the bidder to contact the Purchasing Officer, Wanda Gautney at (251) 580-2520 if a reply is not received.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment considered best suited for Baldwin County.

Contact initiated by a potential bidder with a county official will be only as specifically set out in this invitation. Any other contact with a county official initiated by a potential bidder or bidder regarding this bid, **between the date of this invitation to the date of bid award**, shall be deemed and treated as an attempt to unduly influence the bid award, and may be grounds for rejection of the bid submitted by the bidder initiating such other contact, at the discretion of the Baldwin County Commission.

BIDDER QUALIFICATIONS

All bidders, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non confidential evidence or documentation is encouraged to be submitted with the Bid Package

All out-of-state bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

PREPARING THE BID

Bids must be typed or hand written in ink. A bid submitted in pencil is unacceptable. The Bid Guarantee and Bid Response Form must be the original paperwork; copies are not acceptable. All required paperwork must be received in the sealed Bid Package.

These specifications exhibit the general intent and purpose of Baldwin County regarding this bid; and they shall be so considered by the bidders. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail. The bidder also agrees that the work and materials not indicated, or expressly mentioned in these specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work the same as if fully and expressly indicated and specified.

The Bidders shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. The exceptions shall be labeled **“EXCEPTION(S) TO BID CONDITIONS AND SPECIFICATIONS,”** and shall be attached to the front of the bid inside the Bid Package. Additional features and/or capabilities not included in the specifications may be included in the bid.

To facilitate the bid evaluation and tabulation, bids should be submitted with specifications identified in the order in which they appear in this document. If applicable, the bidder will provide cost in two (2) categories:

- (1) Cost using material as specified.
- (2) Cost using material as specified of at least 25% recycled material, if available.

It is the intent of the Commission to award bids which include recycled material when not prohibitive in cost and when in compliance with all other terms and conditions of the Alabama Competitive Bid Law.

IF THE TOTAL PROPOSED BID AMOUNT EXCEEDS \$10,000.00, A BID GUARANTEE OF AT LEAST 5% OF THE PROPOSED BID AMOUNT, NOT TO EXCEED \$10,000.00, WILL BE INCLUDED WITH THE BID. Such bid guarantee shall be in the form of a bid bond (individual or annual, provided, that bonding is available for such services, equipment or materials), postal money order, certified check, cashier's check, or Letter of Credit. **No exceptions will be allowed.** In the event that a bidder is unable to, or does not, accept the bid award, the bid guarantee may be forfeited to the County at the County's discretion.

SUBMITTING THE BID

In the event that a bidder is financing the product(s) through another agency other than itself, the financing agency must sign the Bid Response Form along with the bidder. A copy of the financing agreement and all conditions must be included with the Bid Response Form. The bidder and the Financing Agency will be held to the requirements stated in the Invitation to Bid. Any assignment of the financing agreement must be approved by the financing agency and the County Commission. Failure to disclose the financing information and all conditions will disqualify the Bidder at the County's discretion.

Bidders that are returning a **NO BID** statement shall write on the outside of the Bid Package, the **Bid Number (i.e. WG010-08) with “NO BID”** written underneath. The Bid Package will not be opened in public, but it will be noted that the bidder did respond.

Bids may be hand delivered at any time prior to the bid opening date and time to the Baldwin County Purchasing Office, Annex III Building, 257 Hand Avenue, ATTN.: Wanda F. Gautney, **(mailing) 312 Courthouse Square-Suite 15, Bay Minette, Alabama 36507**. The Commission cannot guarantee that bids sent by mail or courier will be received on or before the bid opening day and time as required. Bids received after the deadline shall not be accepted and shall be returned.

All bids received must be in a sealed envelope plainly marked, **“WG10-08 PURCHASE AND INSTALLATION OF AUDIO/VIDEO SYSTEMS.”** Bids submitted by “Express/Overnight” services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence. Bidders and any other interested individuals are invited to attend the bid opening.

BID AWARD

The Baldwin County Commission, at its discretion, may offer an extension of the Contract awarded to the successful bidder for an additional period not to exceed twelve (12) months or until such time that a new contract can be bid and awarded. Any extension will be at the same prices, terms and conditions. Any extension must have the written approval of both the County and Awarded Bidder within sixty (60) days prior to the expiration of the original contract.

All factors stated in this invitation package will be considered in determining the successful bidder, and any omission(s) of the stated requirements may be cause for rejection of the bid (s), all as determined solely by the Baldwin County Commission.

The County Commission reserves the right to study bids as to their correctness and may award the bid within a thirty (30) day period but the County Commission reserves the right to extend the bid award for an additional thirty (30) days until an award decision can be made.

The Baldwin County Commission reserves the right to reject any, and all bids, to waive any informality in bids, and to accept in whole or in part, such bid or bids, solely at its discretion.

TITLE 39/CODE OF AL COMPLIANCE

As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works, to ensure that they and/or any of their respective agents comply with all applicable provisions of Title 39-1-1 et seq. Code of AL 1975.

More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

“(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . .” §39-1-1(f) Code of AL 1975.

“(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency’s bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week.” §39-1-1

(g) Code of AL 1975.

NOTE: Any failure to fully comply with this section or any applicable laws of the State of Alabama shall be deemed a material breach of the terms of both the Bid Award and the respective contracts resulting there from. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.

Done this 8th day of December, 2009.

Charles F. Gruber s/s
CHARLES F. GRUBER, Chairman
Baldwin County Commission

BID# WG10-08 AUDIO/VIDEO SYSTEMS SPECIFICATIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. The purpose of this BID is to provide a state of the art Audio/Video system in six courtrooms located at the Bay Minette Courthouse in Baldwin County, Alabama.
- B. The successful bidder is responsible for delivering a turnkey solution that will consist of design, installation, equipment, labor, hardware and materials, training and a one year on-site service and maintenance agreement.
- C. The following pages contain instructions on various tasks as well as the specifications for the finished product that will govern this project. Failure to comply with the standards herein will require the AV Contractor, at their expense, to rework any and all areas deemed deficient by the Owner.
- D. These specifications shall be construed as minimum. Should the manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working system(s) shall be furnished. All equipment must be current models and versions.
- E. The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer's, but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County. If a "or equal" item is bid, it will be Bidders responsibility to prove that "or equal" item is in fact equal. Specifications listed highlight important features, but do not constitute full specifications used to determine "or equal" acceptance.
- F. Appendix A of this document defines the Scope of Work that is required within each courtroom. Appendix B & C provide further detail of anticipated equipment and configuration required for each courtroom. Appendix D is the Bid Response form that much be used with your submittal.
- G. **The County reserves the right of awarding the contract in whole or part, according to the best interest of the County. No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission. It is the intent of the County to award to one Bidder.**

1.2 DEFINITIONS

- A. Owner - Baldwin County Twenty-eighth Judicial Circuit Court Library Fund
- B. Project Identification - Courthouse at Bay Minette, AL
- C. AV Contractor - Successful bidder
- D. Contractor - Successful bidder
- E. Bidder - Qualified bid recipients
- F. County - Baldwin County Commission

1.3 TIME OF COMPLETION

- A. The Owner desires for a "Model" Courtroom to be completed on a fast track schedule which will demonstrate full functionality of the systems and provide opportunity for any functional use changes to be identified and incorporated into the final implementation of any additional courtrooms that have been awarded. The "Model" Courtroom must be completed and ready for first use within 45 days from the notice to proceed. All other remaining courtrooms that have been awarded must be completed, all testing completed, and final acceptance for the entire project must be completed within 90 days from the notice to proceed.
- B. The contractor will be required to coordinate the work schedule with the owner so as not to interfere with scheduled court hearings and proceedings. The owner will work with the contractor to move proceedings among courtrooms when possible to facilitate the most optimal use of resources and time.

1.4 DELIVERY/SHIPPING COST

- A. The successful bidder will be responsible for ordering, shipping, delivery, and receiving of all equipment and materials to the project site. The price bid shall include all shipping costs.

1.5 PERFORMANCE BOND

- A. A performance bond in one-hundred percent (100%) of the total amount of the project will be provided prior to any work beginning. **Proof of bonding ability for this project must be submitted with the bid response.**

1.6 INSURANCE

- A. **CONTRACTORS AND SUBCONTRACTORS AND INSURANCE:** The Contractor shall not commence work under this contract until all the required insurance has been obtained and such insurance has been approved by the County, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.
- B. **COMPENSATION INSURANCE:** The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case an class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.
- C. **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its Departments and its employees shall be named as additional insured. The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.
- D. **COUNTY'S PROTECTIVE LIABILITY INSURANCE:** The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$500,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.
- E. **SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE:** The Contractor shall require each of his Subcontractor to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County. Three (3)

executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

1.7 HOLD HARMLESS PROVISION

- A. The contractor shall at all times indemnify and save harmless the County and it's Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and it's departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.
- B. The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications. Or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

1.8 OWNER FURNISHED EQUIPMENT

- A. Owner will be furnishing Polycom Video Conference units (HDX7002XL) and displays on portable carts (VTC) that will need to be integrated into the AV design and controls for each courtroom. This work is to be included in your bid response with no additional future charges or change orders.

1.9 REGULATORY REQUIREMENTS

- A. All equipment and materials shall be UL listed and shall bear the UL label intended for the purpose specified and indicated. If UL has no published standards for a particular item, then other national independent testing standards shall apply and such items shall bear those labels.
- B. All equipment and installations under this contract shall conform to the following:
 - 1. IEEE/ANSI 142-1982 - Recommended Practice for Grounding of Industrial and Commercial Power Systems.
 - 2. ANSI/NFPA 70 - National Electrical Code.
 - 3. ANSI/IEEE C2 - National Electrical Safety Code TIA/EIA Standards 568-A (including TSB-67), 569 and 607
 - 4. Additional State and Local Code Requirements, as applicable
- C. The AV Contractor shall be solely responsible to possess or obtain all permits and certificates required to complete this project.

- D. The AV Contractor and employees shall perform all work in compliance with current Occupational Safety and Health Administration (OSHA) guidelines and regulations.

1.10 CERTIFICATIONS/QUALIFICATIONS

- A. For products requiring software setup, programming, graphical user interface development or similar requirements such as Crestron, AMX, and Biamp, the successful AV Contractor must have manufacturer trained and certified employees on staff and assigned to this project through its completion. Employees with these certifications must be employed by the successful bidder; subcontractor or employees that hold these certifications who live outside the defined area of 250 miles from the project will not be considered.
 - 1. Control system “Certified Programmer” based on control system manufacturer priced in proposal.
 - a. Certified Crestron Master Programmer (Crestron Specification)
 - b. Certified “ACE” Programmer (AMX specification)
 - 2. Control system “Certified Installer” based on control system manufacture priced in proposal
 - 3. Biamp Audio Certified Programmer
- B. The successful AV Contractor must have employees with the following InfoComm certification assigned to this project for the duration of the project. Employees with these certifications must be employed by the successful bidder; subcontractor or employees that hold these certifications who live outside the defined area of 250 miles from the project will not be considered.
 - 1. InfoComm CTS-D Certification
 - 2. InfoComm CTS-I Certification
- C. The successful AV Contractor must have the following certification.
 - 1. AVSP Certification including level of certification with BID.
- D. **Copies of all employee and company certifications, as required above, must be included with the BID response or the firm may not be considered qualified for this work.**
- E. **Include proposed key team member’s names and their role on the project team with brief biographies for each. Failure to include this information could result in rejection of your BID response.**

- F. **Include a brief description and reference contact information for at least three projects of similar size and complexity that been completed by your company in the past two years. Failure to include this information could result in rejection of your BID response.**
- G. The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials and labor, and the bidder shall furnish to the County all such information and data for this purpose at the County's request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials and labor contemplated therein.

1.11 ERRORS, OMISSIONS & DISCREPANCIES

- A. In the event of any errors, omissions or discrepancies between the drawings, scope of work or equipment list, the bidder is instructed to assume each method is correct and to include all components listed as if they were listed on all documents.
- B. The bidder is instructed to review the Contract Documents with the AV drawings, equipment list and architectural drawings (if available) and details and be knowledgeable with the entire scope of the project. While every attempt has been made by the Owner to provide accurate information, it is the responsibility of the bidder to include all equipment, hardware, labor, bonds, fees, travel, tax, shipping and any other expenses to insure the system meets the functional requirements of the Owner, local and national codes with no additional charges beyond the bid amount.
- C. Change orders for errors and omissions within any of the Contract Documents or coordination within the AV Scope will not be considered.
- D. These specifications shall be construed as minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working system/solution shall be furnished. All equipment must be current models and versions.

1.12 RELATED WORK

- A. The Contract Documents in their entirety must be reviewed by the AV Bidder for complete understanding and compliance to scope of work.

- B. The AV Contractor shall coordinate with owner and interface with other base building systems to ensure proper integration and operation of AV systems.
- C. It is the responsibility of the AV Contractor to confirm all requirements and immediately notify the Owner of any errors or omissions within the contract documents or trades work. Failure to do so will require the successful AV Contractor to provide the necessary work to complete the AV scope of work with no additional charges to the Owner.
- D. The Bidder is required to visit and examine the site to become acquainted with the adjacent areas, means of approach to the site, conditions of actual job site, and facilities for delivering, storing, placing, and handling of materials and equipment. Provisions for visiting the site are explained in the Pre-Bid Conference section of this Bid.
- E. Failure to visit the site or failure to examine any and all Contract Documents will in no way relieve the successful Bidder from necessity of furnishing any materials or equipment, or performing any work, that may be required to complete the work in accordance with the Construction Documents. Neglect of above requirements will not be accepted as reason for delay in the work or additional compensation.

1.13 INTERPRETATION

- A. No verbal explanation or instructions will be given in regard to the meaning of the Contract Documents including the drawings and specifications during the bid period. Bidders shall submit questions regarding inadequacies, omissions or conflicts following the directions provided in the Pre-Bid Conference section of this Bid.
- B. Failure to request clarification or interpretation of the Contract Documents, drawings or specifications will not relieve the successful Bidder of the responsibility of providing a complete working system as described in the Contract Documents. Signing of the contract will be considered as implicitly denoting that the AV Contractor has thorough understanding of the scope of work and comprehension of the Contract Documents, drawings and specifications.

1.14 WORK UNDER OTHER CONTRACTS

- A. Cooperate with other contractors, trades and disciplines so work on each contract may be carried out smoothly, without delaying or interfering with work under this Contract.
- B. Coordinate all work under this contract with the Owner. Failure to coordinate work with the Owner or other trades does not constitute a change order opportunity.

1.15 PROJECT/ SITE CONDITIONS

- A. Coordinate all access to the site at all times with the Owner.
- B. Adhere to the safety standards established by the Owner while performing work on site.
- C. All employees of the AV Contractor shall wear identification clearly indicating the AV Contractor's company while on site.
- D. All employees of the AV Contractor shall comply with rules and policies established by the Owner.
- E. All vehicles of the AV Contractor or employees shall be parked in areas designated by the Owner.
- F. Store equipment in a manner that will not interfere with others. Coordinate secured storage at the site with the Owner.
- G. Do not install equipment in dusty conditions or allow dust to accumulate in or on installed equipment.
- H. Protect all work and equipment installed under this contract from damage by others.
- I. Protect all existing work-in-place by others from damage by the AV Contractor, the AV Contractor's agents/subcontractors, or any employees, agents or subcontractors of the AV Contractors vendors.
- J. Keep areas around and inside of each piece of equipment and each rack free from dust, dirt and debris throughout the project. Equipment that is not properly maintained during installation shall be replaced at no cost to the Owner before final payment is made to the AV Contractor.
- K. All equipment and materials stored at the AV Contractors facility(s) or stored and/or installed at the project site will remain the property of the AV Contractor unless ownership is specifically assumed in writing by the Owner. The AV Contractor shall be solely responsible for the protection of all equipment from damage, theft or vandalism regardless of cause, until the work described herein is accepted by the Owner at the time of Final Checkout.

1.16 SHOP DRAWINGS AND DOCUMENTATION

- A. All drawings should be prepared "Arch D" size with text height and details formatted to be legible when also printed to an "Arch B" size drawing.
- B. At a minimum, the shop drawings will include the following:

1. Title index page
2. Legend and Notes
3. Cable type and wire numbering identification schema
4. Grounding schema
5. Facility plan drawings for AV systems
6. Reflected ceiling plans showing projector, screen and other ceiling device locations
7. Mounting details for all mounted devices, including but not limited to the following (devices exceeding 50 lbs must be stamped by structural engineer)
 - a. Projector mounting details
 - b. LCD/plasma mounting details
 - c. Ceiling speaker mounting details
 - d. Cable management "J-Hooks" or Cable Trays
8. Rack details
 - a. Grounding
 - b. Cable Management
 - c. Equipment Elevation
 - d. Rack Power Distribution
 - e. Cooling
9. Cart/Desk equipment plan and details
10. Cable management details for above ceiling work
11. Cable management details for tables and carts
12. Detailed wiring drawings for all system components
 - a. Wire numbers
 - b. Detailed pin-out instructions for all control and audio connections
 - c. Device manufacturer, model number, location and accessories
 - d. Serial numbers
13. Plate details must be approved prior to ordering
 - a. Plate finish
 - b. Plate configuration
 - c. Plate location
14. Sample touch panel submittals

C. This drawing set must be with each respective rack during the installation process.

1.17 SCHEDULE

- A. All bids must include a preliminary schedule based on a February 15, 2010 notice to proceed date and meeting the requirements set forth in section 1.3 "Time of Completion". This schedule will include but is not limited to the following:
1. Drawing, sample touch panel and equipment submittals to Owner

2. Long lead equipment ordering
3. Programming submittals (touch panels for approval)
4. Equipment procurement (ordering/receiving)
5. Rack integration and testing (Off-Site)
6. On-site integration and testing
7. Acceptance/first use of "Model" Courtroom
8. Acceptance/first use of each remaining Courtroom
9. Final acceptance

1.18 WARRANTY

- A. Provide warranty repair or replacement for one year on all products provided by the AV Contractor (including products having a manufacturer's warranty of less than one year) and all AV Contractor workmanship at no additional cost, except in case of obvious abuse. Consumable items such as lamps, batteries, tapes, etc. are not covered.
- B. During the warranty period the AV Contractor shall:
 1. Provide telephone support within 4 hours of a call requesting service.
 2. Provide on-site support within 24 hours of a call requesting service that was not corrected by telephone support.
 3. Include 4 preventative maintenance services first year.
- C. Repair or replace faulty items within 72 hours of on-site service or within manufacturer's specific repair program whichever is quicker.
- D. The AV Contractor shall not involve the owner or using agency with removing, re-installing equipment, shipping or receiving equipment being repaired under warranty, nor shall the owner or using agency be responsible for any shipping or freight charges associated with any item under warranty.
- E. The AV Contractor shall perform all warranty work at times that are convenient to the owner.
- F. **The warranty period will commence no sooner than the date of first beneficial use by the using agency and no later than the date of contract closeout.**
- G. **Separate from the base bid; provide prices for optional second and third year warrantees. Terms of warranty shall be the same as the first year. The owner reserves the right to exercise only the second year, either year or neither of the optional years. This pricing will not be taken into consideration when determining the low bid.**

PART 2 - PHYSICAL INSTALLATION

2.1 ON-SITE PREPARATION

- A. Prior to starting installation, verify the proper installation of the following work by others:
 - 1. Conduit, AV devices and back boxes installed per drawing specifications
 - a. Stub outs provided with insulated bushings or J- Boxes per drawing specifications
 - b. Conduits contain pull strings
 - c. Pull boxes installed per NEC code based on total number of turns, angles or conduit length.
 - 2. 120VAC provided and phased according to AV requirements and drawings
 - a. Prior to connecting any AV equipment to 120VAC circuits, test and record the following:
 - 1) Voltage between technical system isolated ground and bonded non-isolated ground
 - 2) Voltage between hot/neutral, hot/ground and neutral/ground
 - b. **Record this information in the system documentation package.**
 - 3. Grounding provided per AV requirements and drawings.
- B. Any discrepancies that may impact the AV Contractor's work must be communicated to the Owner immediately upon inspection. Failure to notify the AV Owner in a timely manner of incomplete, inadequate, unfinished or otherwise unacceptable workmanship by other trades will not relieve the AV Contractor of the responsibility to complete all work under this contract with no additional charges.

2.2 RACKS

- A. All racks will be preassembled, wired and tested before shipment to customer location.
- B. Racks will be installed plumb and square without twists in the frames or variation in level between the racks.
- C. Install rack mounted equipment as shown on the rack elevation shop drawings.
- D. Firmly secure all equipment in place unless requirements of portability dictate otherwise.

- E. Install appropriate factory or custom rack mount adapters for all equipment installed in equipment rack, whether specifically itemized or not.
- F. Install rear support for any equipment that exhibits mount stress or tilt caused by the depth or weight of the equipment.
- G. The front of the rack will have the appropriate blanks and grills installed to fill in areas not used for equipment mounting.
- H. Mounting hardware used in racks will be identical in color, size, and manufacturer as dictated by function, i.e. rack screws will be from the same manufacturer with identical fiber washers.

2.3 FLOOR AND WALL PLATES

- A. All connection plates (wall, floor, etc.) will be secured with appropriate fasteners and installed plumb and level.
- B. All AV wall and floor plates not utilized within the system designed but called out on the electrical drawings will be furnished with blank cover plates matching finishes as required by the Owner.

2.4 MOUNTING TO BUILDING STRUCTURE

- A. Do not fabricate or install supports that will overload the building structure. **The overhead structure must be capable of supporting five times the weight of the sub-mount, mount, and equipment combined. All ceiling mounted devices in excess of 50 pounds must have drawings approved/stamped by structural engineers prior to installation. The cost of this approval must be included within the AV Contractors bid.**
- B. Stamped detailed drawings for all overhead mounting must be included within the shop drawing package. The drawings will include detailed information concerning mounting methods, hardware and load rating.
- C. Hilti or other type concrete anchors can only be used by trained/certified personnel. The AV Contractor must provide letters of certification during the submittal process.
- D. **Use attachment hardware with a minimum SAE Grade 8 load rating and a safety factor of at least five.**

2.5 CABLE AND WIRE MARKING STANDARDS

- A. Label products in a logical and permanent manner corresponding to the drawings. Label material shall be durable, with non-erasable identification clearly visible below a clear protective covering. Lettering shall be of sufficient density to afford reading in reduced rack lighting. Minimum character size shall be 1/8 inch. Mark all cables with permanent, non-handwritten cable markers identical at both ends. Marker (wire label) will be placed on the cable and oriented so that the wire number reads left to right when holding the connector in your right hand.
- B. Marker (wire label) will be placed 4 inches back from the connector.
- C. Marker (wire label) will be placed directly behind the heat shrink on miniature RGBHV Coax.
- D. The above rules will be deviated from if the marker (wire label) is placed in a position where it will be internal to a cable bundle or unreadable. In this case, a location closer to the equipment will be chosen and duplicated for that signal type within that specific rack.
- E. Portable cordage will be marked as indicated on shop drawings.
- F. **There shall be no unmarked cable in an installation regardless of length.**
- G. **Temporary labels, including handwritten, are acceptable during installation, but must be replaced with permanent labels before any acceptance tests or final sign off.**

2.6 CABLE MARKER NOMENCLATURE

- A. Marker nomenclature shall indicate signal type as well as a numerical sequence indicator as on the following examples:

1.	Analog Video Cables	V1234
2.	Digital Video Cables	DV1234
3.	Audio (mic level)	M1234
4.	Audio (line level)	A1234
5.	Digital Audio	DA1234
6.	Audio (speaker level)	S1234
7.	Control	C1234
8.	RF	RF1234
9.	Intercom	IC1234
10.	RGBHV	RGB10

- B. Use the same number of digits for all maker nomenclature for that signal type.

- 1. Example V001 to V100
- 2. Example A0001 to A1234

2.7 EQUIPMENT LABELS AND MARKINGS

- A. Text and graphics must be approved by the Owner before fabrication of labeling, plates or other labeled items.
- B. Equipment will be labeled on the front with engraved lamicoid type labels with white 1/8 inch engraving on a black background (or as approved). **Printed paper type adhesive labeling is acceptable for back of equipment only.**
- C. After system commissioning, mark location or position of user-adjustable, front-panel controls to indicate their normal settings with adhesive colored dots. Record these settings and capture digital images and include this documentation in the final system documentation package.
- D. Temporary labels, including handwritten, are acceptable during installation, but must be replaced with permanent labels before any acceptance tests or final sign off.

2.8 EQUIPMENT RACK STANDARDS

- A. All Equipment racks must comply with the Electronic Industries Association (EIA) standard RS-310-C. The racks are commonly known as an EIA standard RS-310-C rack. The EIA standard specifies only those dimensions which are critical in ensuring compatibility between racks and the components that are to be mounted in them. It does not specify factors like depth, height off the floor, or material thickness. It does specify the panel dimensions needed for mounting components in a rack.

2.9 RACK WIRING AND HARNESSING

- A. Separate wiring of differing classifications (shown below) by at least four inches where possible. Where lines of differing classification come closer together than four inches, cross them perpendicular to each other. Neatly comb and harness wires within equipment racks using the following classifications of power levels or signal types:
 - 1. Microphone Level: less than -30 dBm. Install on right side of rack.
 - 2. Line Level Audio: -25 dBm to +25 dBm. Install on right side of rack.
 - 3. Video: Install on right side of rack.

4. RF Circuits: $<+30$ dBmv. Install on right side of rack.
 5. DC/Control Circuits: RS232/422/485 and DC < 24 v. Install on left side of rack.
 6. Speaker Level: greater than $+25$ dBm. Install on the left side of rack.
 7. AC Power Circuits: Install on left side of rack.
 8. Time Code: Install on left side of rack.
- B. In racks containing multiple patch panels, multiple distribution amps, or large routers, the alternate method of inputs on the left (as viewed from rear of rack) and outputs on the right can be used. Separate wiring of differing classifications by at least four inches where possible. The signal types specified as left and right in the previous example should not be mixed in the same rack.
1. In a rack that will be dressed toward the floor, the bundle for the top piece of equipment will harness toward the rear of the rack. Each of the following bundles will be placed progressively toward the front of the rack.
 2. In a rack that will be dressed toward the ceiling, the lowest piece of equipment will harness to the rear of the rack. The installer would then work from bottom to top placing each bundle progressively toward the front.
 3. Harnessed cables will be run either vertical or horizontal.
- C. All rack cabling will follow the 90-degree rule. All cables will come off lacing bars perpendicular to the bar and make a ninety-degree turn directly to the port you are connected to. Do not exceed the bend radius of the cable.
- D. Temporary tie wraps can be used during the harnessing process to facilitate adding, subtracting or rearranging cables. When harnessing is complete, permanent tie wraps must be installed. Tie wraps will be consistent in size per bundle and spaced approximately every five to six inches. The distance selected will be duplicated on all cabling within the rack.
- E. Install horizontal support bars if cable bundles sag.
- F. Provide ample service loop for each cable that breaks out from a harness. Provide ample service loops at plates, panels, and equipment for de-mounting, service and inspection.
- G. Follow general guidelines for maximum bend allowed in a cable (bend radius).
- H. Equipment installed on slide assemblies for extension from the rack will have service loop on all cables to accommodate full travel of the slides.
- I. Use grommets or fed bushings around cutouts and knockouts where conduit or chase nipples are not installed.

- J. All parallel or jumper wiring shall occur at terminal strips in equipment rack.
- K. Cable snakes exposed to the customer's view will be covered with black sheathing and secured with heat shrink or other method on both ends. Visible tie wraps are not acceptable. Length of heat shrink, if used, will be a 1-inch or 4 times outside diameter of cable bundle, whichever is greater.
- L. Miniature coax will have the external jacket stripped back 8 inches and heat shrink installed as shown below:
- M. Tie wraps should be tightened with the appropriate tool set to the lowest tension necessary to hold the wire or cable together. **Over tightening the tie wraps will deform the dielectric and cause a change in the characteristic impedance and the performance of the cable.** Damaged cables will be replaced by AV Contractor at no charge.
- N. Tie wraps will be cut with a tie wrap gun to prevent cuts and scratches caused by protruding strap ends.
- O. Tie wraps will be rotated so the catch tab is toward the rear of the bundle.
- P. All connections to screw-type barrier blocks will be made with insulated crimp
- Q. All cabling from original destination must be splice free.
- R. Under no circumstances will wire nuts be allowed.
- S. Electrical tape or adhesive backed cable tie anchors are not acceptable.
- T. Provide grommets or chase nipples at cable entry where conduit is not installed.

2.10 RACK POWER

- A. Power strips will be mounted vertically in the rack. The sum of power outlets will be adequate to supply power to all specified equipment in that rack plus four extra.
- B. All power cords will be neatly dressed.
- C. All "Wall wart" type power transformers will be securely fastened to AC strips using tie wraps or other approved methods.
- D. Surge protectors, if specified, will be located between AC outlet and rack.

2.11 CART/DESK WIRING

A. Umbilical Construction

1. All cables used for an umbilical should be of the portable/flexible type. Cables used for permanent install should not be used.
2. The umbilical should be sheathed in “snakeskin”. Heat shrink, not wire ties, should be used to hold the snakeskin in place at the cable end. Provide a 12”-18” fan-out at the connector end.
3. Do **NOT** run a speaker level cable or AC power cable within the umbilical. These cable types should be run individually and separate from the umbilical.
4. Provide a label on each cable to identify its use and match the plate labels it will mate with, i.e. DOC CAM, PC VIDEO, PC AUDIO, etc.
5. Coordinate the length required for the umbilical with the site conditions and owner’s needs.

2.12 LCD PROJECTORS AND FLAT PANEL DISPLAYS

A. LCD Projectors

1. Projector is to be mounted level with the ceiling and is not to be angled at any axis. Digital keystone correction of any type will not be accepted.
2. Must be mounted as close to ceiling as possible based on lens shift capabilities of the projector. It is expected that the projector will be mounted such that the top of the projector mount will be flush to the ceiling and that no pipe will be exposed.
3. Must not be mounted below light fixtures or HVAC supplies or returns.
4. Must be mounted as close as possible to the center of the ceiling tile based on the lens shift capabilities of the projector. It is expected that the projector will be mounted center/center in the ceiling tile.
5. Where applicable an anti-vibration ceiling plate or other similar mounting device must be provided and installed to minimize vibration.
6. Mounting pipe for the projector will be white.
7. Provide white escutcheon ring around pipe at ceiling penetration.
8. All cables must be fed through pipe and completely concealed in white sheathing from pipe to projector. Do not leave exposed cables except for the minimal amount required to terminate to projector.
9. All cables must be neatly laced in sheathing to minimize bundled size.
10. All projectors must include surge suppression AC devices

B. Flat Panel Displays

1. All flat panel displays must be horizontally level but may be vertically angled to viewing audience.

2. The AV Contractor must notify the Owner if proper ventilation has not been provided for the flat panel displays.
3. All devices or interfaces that are associated with the flat panel display are to be neatly mounted behind the display and out of sight from the viewing audience.
4. All cables must be neatly bundled in black sheathing behind the display. These cables must not be visible from the viewing area of the display.
5. If the flat panel is ceiling mounted, the mount is to be rigidly mounted to structure utilizing 3/8 threaded rod and unistrut hardware. **Suspended ceiling, T-Bar or any non-rigid mounting methods will not be accepted under any circumstances.**
6. Any exposed pipe will be painted to match surrounding colors/elements by the AV Contractor. Provide escutcheon ring, painted to match, around pipe at ceiling penetration.
7. All displays must include surge suppression AC devices.

2.13 LOW VOLTAGE CONNECTIONS (36V, 1 AMP or less)

- A. The AV Contractor is responsible for making all necessary low voltage connections to building devices as listed in the specifications, scope of work or indicated on the drawings. This is to include but is not limited to:
 1. Projection screen interfaces
 2. Lighting control interfaces
 3. Shade control interfaces
 4. Network
 5. Cable/RF
 6. Analog Phone
- B. The AV Contractor is to notify the Owner with any field discrepancies immediately upon discovery of discrepancy and in writing.
- C. Low voltage control interfaces for electric projection screens, window treatments, and lighting dimmers are to be installed by others as a part of the base building. The AV Contractor is to verify these devices are operating properly prior to any connections with the AV control system. After connections are complete, AV Contractor is to verify these systems are operating properly.
- D. The AV Contractor will investigate all hardware and software conflicts between the base building control systems and the AV control system before interconnecting the systems. Report any conflicts, potential or existing, to the Owner, in writing, prior to connecting the systems. Damage caused to the base building control systems due to the improper connection of AV control systems shall be the sole responsibility of the AV Contractor.

- E. The AV Contractor shall set up control system equipment with IP Addresses and proprietary control network addresses, install all necessary hardware cards, and adjust all appropriate DIP switch settings, and any other equipment settings such as baud rate and protocol settings. The AV Contractor shall include all of this information as part of the system documentation package.

2.14 GROUNDING

Note: Because of the great number of possible variations in grounding systems, the AV Contractor's shop drawings must detail the grounding system used on a job by job basis. The following engineering practices, as outlined below, will minimize crosstalk and maximize signal-to-noise ratios in the audio, video, and control systems.

- A. System grounds: Establish a single primary "system ground" for the systems in each particular area. Connect all grounding conductors in that area to this primary system ground. Provide the system ground in the audio equipment rack for the area. The ground shall consist of a copper bar of sufficient size to accommodate all secondary ground conductors.
- B. A copper conductor, having a maximum of 0.1 Ohms total resistance, shall connect the primary "system ground" bar to the "technical ground" or "service ground".
- C. Rack ground: Install a full height technical ground bus bar in each vertical equipment rack unless otherwise noted. Mount vertically in the rear of the rack using insulated standoff. Bond a No. 12 TW stranded wire from the Equipment Rack frame to the primary system ground bus bar.
- D. Equipment grounds: Grounding methods used will be dependent upon individual equipment interconnection of chassis ground, circuit common, and power supply common within the units.
- E. Under no conditions shall the AC neutral conductor, either in the power panel or in a receptacle outlet, be used for a system ground.

2.15 GENERAL RULES FOR PULLING CABLE

- A. Follow The National Electrical Code (NEC) and any other building code regulations. NEC prohibits low voltage and power cables sharing the same tray.
- B. Do not exceed the maximum pull load for the particular type of cable.
- C. Do not exceed the maximum bend radius of the cable.

- D. Do not pull wire or cable through any box or enclosure where change of alignment or direction occurs. Use temporary guides, rollers and other necessary items to protect cables from excess tension, abrasion or damaging bending during installation.
- E. Use wire-pulling lubricants and pulling tensions in accordance with the wire and cable manufacturers recommendations.

2.16 PLENUM CABLE

- A. Use only Plenum rated cable for all cables outside the equipment rack where required by Local Code. New NEC regulations further restrict the type of plenum cables to the use of “Low Combustion” in certain jurisdictions. It is up to the AV Contractor to determine and price the appropriate plenum cable and to include this in their bid.

2.17 CONDUIT INSTALLATION GUIDELINES

- A. Follow all NEC guidelines for installation of cable within conduits. Cable grouping, unless otherwise specified, as follows:

<u>Group A</u>	<u>Group B</u>	<u>Group C</u>	<u>Group D</u>
Mic level audio	Video	DC/Control	Speaker level
Line level audio	RF		

- B. Groups A-B and C-D can be combined if indicated on shop drawings.
- C. National Electrical Code (NEC) forbids the installation of communication cables in the same conduit with power cables.
- D. Follow NEC cable fill guidelines for all conduits.
- E. The use of an anti friction agent is recommended during pulling operation. Be sure the anti-friction agent is compatible with the cable jacket material. Damage to cable due to improper installation is the sole responsibility of the AV Contractor.

2.18 SOLDERING

- A. All soldered joints must meet the following criteria
 1. The final solder joint will be bright and shiny and show no evidence of being a “cold joint”.
 2. No bare wire will be exposed within the connection.

3. All solder joints will “wet” and flow around conductors and terminations. In no case will the general outline of the conductor be invisible due to excessive solder.
4. The joint will be free of contamination from foreign matter.
5. Insulation will not be charred, melted, or burned by the soldering operation.

2.19 CRIMP TYPE TERMINAL AND BARRELS

- A. Only use a full-cycle ratcheting type crimp with properly sized dies. All other crimping devices are not acceptable unless agreed to in writing by the Owner.
- B. When required, use properly sized pre-insulated lugs and terminals.
- C. Crimping:
 1. The lug or terminal must be correct for the wire size.
 2. Verify the tongue is the correct size for the stud.
 3. Strip the wire to the correct length. The stripped wire will equal the length of the wire barrel plus 1/32-inch.
 4. Crimped lug or terminal criteria:
 - a. Terminal lug is not cracked.
 - b. No insulation in the wire barrel.
 - c. Terminal insulation is not cracked.
 - d. No wire strands nicked or lost.
 - e. Wire stripped to the correct length and positioned in the crimp barrel so the strands protrude slightly from wire barrel.
 5. Color codes, strip lengths, and crimp methods are the same for splices.

2.20 CAPTIVE WIRE CONNECTORS

- A. Use stranded wire only.
- B. Strip individual stranded wire so that 1/16-inch of wire is visible beyond the connector.

2.21 WIRE DRESS

- A. Strip back jacket of multi-conductor cable equal to the size of the connector.
- B. Use heat shrink to finish all exposed multi-conductor connectors. Length of heat shrink will be a 1-inch or 4 times outside diameter of wire, whichever is greater.

- C. Multi-conductor wire will have all unused conductors and shield drain wires folded back over the overall jacket and tie wrapped.
- D. All bulkhead connectors installed in floor or wall boxes will have heat shrink installed over all exposed connections to eliminate shorting against other conductive material in the enclosure.

2.22 BNC CABLE TERMINATION

- A. The following tools are acceptable for coax wire preparation and termination:
 - 1. Rotary Stripper - This stripper should have interchangeable V blocks and cassettes to allow adjustment for different cable diameters and stripping requirements. The stripper must be properly calibrated to cleanly cut each section without damaging the cable.
 - 2. Crimp Tool – A full-cycle ratcheting type so that the connector cannot be removed until the crimp is complete. Dies must be properly sized for coax cable used during installation.

2.23 CONNECTIONS OF AUDIO SHEILDS

- A. For line-level balanced audio signals, float cable drain at the output of source device. Shield not connected should be folded back over cable jacket and secured with tie wrap or heat shrink. Do not cut off unused shield.
- B. Microphone level signals will have the drain connected on both ends.

2.24 ON-SITE SYSTEM CHECKOUT

- A. Provide documentation as required by testing section to the Owner a minimum of 14 days in advance of the proposed date for the Full System Checkout.
- B. Full System Checkout will be scheduled after the documentation provided is approved.
- C. The AV Contractor's Project Manager or a lead technician who is familiar with the system and the control system programmer will assist the Owner during the on-site system checkout.
- D. Following the on-site system checkout, the Owner will create a punch list of items that do not meet specifications or performance/functionality expectations. These items must be corrected by the AV Contractor within 10 calendar days. The AV Contractor must provide documentation indicating that the items listed have been corrected no later than 10 calendar days after on-site system checkout.

2.25 ON-SITE SYSTEM FINAL CHECKOUT

- A. After receipt of documentation indicating that the punch list deficiencies have been corrected by the AV Contractor, the Owner will perform a "Final Checkout" on each room/system. Any items that have not been corrected or new deficiencies will be noted and corrected by the AV Contractor. Inform the Owner a minimum of 3 days in advance of the proposed date for the Final Adjustments. Provide all test equipment and materials noted above.
- B. The AV Contractor's project manager or a lead technician who is familiar with the system and the control system programmer shall assist during the final checkout. The tests will consist of a thorough test, operation and evaluation of all system performance and functionality. Required hours to perform the test and performance verification are to be included in the bid price. Additional hours requested will not be considered.
- C. The tests will consist of a thorough re-test of all system deficiencies noted in the Full System Checkout noted above.
- D. The AV Contractor's control system programmer for this project shall be available to coordinate minor items in the remote control system (touch panel layouts and/or minor functionality changes) during the Final Checkout. Any major items will be discussed with the programmer and added to the punch list. Any changes to the source code or touch panel are to be completed at no additional charge to the owner.

PART 3 - QUALITY CONTROL

3.1 JOB SITE ETIQUETTE AND CLEAN-UP

- A. Job site will be kept neat and orderly.
- B. All debris created as a result of installation will be removed daily. This includes scrap, cables, and associated material.
- C. Use caution when working on the customer's tables or counters. Use protective material such as a blanket, cardboard, etc. Any damage will be the responsibility of the AV Contractor.
- D. Daily cleanup includes vacuuming all debris out of the customer's carpet in work area.

3.2 TESTING & COMMISSIONING

- A. The AV Contractor is responsible for providing the necessary test equipment, tools and technicians to provide a complete and thorough system performance test prior to the final system acceptance by the Owner. The AV Contractor shall provide to the Owner, one week in advance of final system acceptance, a complete record of all testing and results for each system.
- B. The following test must be completed by the AV Contractor prior to requesting off-site or on-site system acceptance with the Owner. The results for each category must be recorded and provided to the Owner prior to scheduling of off-site and on-site acceptance.
 - 1. General
 - a. All products to be checked out are functioning properly
 - b. Room AV router, routes all signals properly
 - c. Owner furnished PC's are installed and working properly.
 - d. All software that is required for integration with AV system has been installed by either the owner (or by the AV Contractor under the coordination/supervision of the Owner), and is functioning properly.
 - e. Coordinate with Owner to verify output resolution & frequency of Owner furnished PC.
 - f. Cart/Desk (where applicable) is fully/neatly wired and labeled, using ultra-flexible cables
 - g. Cart/Desk cables extend fully from cable well as indicated on drawings.
 - h. Video projector adjusted to provide image that is in focus, free of any keystone (no digital keystone allowed), free from any obstruction, fills the screen as noted on the drawings and/or described by the Owner and has been adjusted for proper brightness, contrast, sharpness, saturation and hue.
 - i. Low-voltage connections to base building devices operate properly prior to any connection to the AV system.
 - j. Low-voltage connections to base building devices operate properly after connection to the AV system.
 - k. System powers on and off correctly from the touch panel
 - 2. Video Systems
 - a. All displayed video signals should be without distortion or degradation.
 - b. Video signals must not display any grounding or video hum issues.
 - c. Each input must be tested with a calibrated media. Results for each test must be documented in the system documentation package.
 - 1) Video levels of various AV source devices match 1Vp-p +/- 0.02V using standard test sources
 - 2) Record the media used for testing
 - 3) This media must be made available during final testing with the Owner.

- d. Document any problems with remedies. This documentation will also be included with the system documentation package.

3. Audio Systems

- a. For each system, set equipment to unity gain (microphone preamplifiers at 40dB gain). Test all inputs to normally configured electronic outputs excluding speakers.
 - 1) Measure and record at each audio source and destination:
 - a) Record testing device used
 - b) source input levels
 - c) source output levels
 - 2) Frequency response shall meet or exceed manufacturer's written specifications.
 - 3) Measured signal level must not exceed +/- 2dB within 80Hz to 20 kHz bandwidth.
 - 4) Include documentation with system documentation package.
- b. Test and record continuity of all cables including shorts between conductors and conduit to conductor shorts. Record results in system documentation package.
- c. Measure and record impedance of all loudspeaker circuits. Correct any problems prior to final acceptance.
- d. Verify each system polarity and record results. Positive pressure on all microphones or a positive voltage at the positive terminal of a line input should result with positive voltage on the (+) pin/terminal of all line outputs and a positive acoustic pressure at all loudspeakers.

3.3 PROGRAMMING/GRAPHICAL INTERFACE

- A. The AV Contractor is responsible for providing an intuitive interface.
- B. The AV Contractor will submit for approval by the owner touch panel design prior to on-site installation. The AV Contractor will modify, edit or otherwise change the touch panel as requested by the Owner without any additional charges and change order request regardless of extent of changes or number of changes requested. Sample panels must be submitted based on the schedule as indicated above during the submittal process.
- C. The Owner may request changes to the touch panel and source code after system preliminary and final testing based on intuitiveness, operation and function. Any changes requested during this time will be at no cost to the Owner or other owner representatives regardless of extent or frequency.
- D. The AV Contractor is responsible to provide all source code programming, testing and debugging to complete the interface to the owner's satisfaction.

- E. **All programming and touch panel creation must be performed by factory trained and certified individuals.**

3.4 AUDIO DSP PROGRAMMING

- A. The AV Contractor is responsible for all setup and testing for all DSP and other programmable devices.
- B. The Owner may request changes to the setup based on subjective analysis. Regardless of extent of frequency, these changes will be performed by the AV Contractor with no additional charges to the owner or owner representatives.
- C. **The AV Contractor must employ certified technicians who are factory trained in setting up these devices.**

PART 4 - TRAINING & SYSTEM DOCUMENTATION

4.1 TRAINING

- A. The AV Contractor is responsible for providing the necessary training and training documentation to completely train designated users with the operation of the AV systems.
- B. This training must be provided by a person qualified with the setup and operation of all components within the design of the system.
- C. At the request of the Owner, additional training may be required at no additional charge to the Owner if the Owner deems the training to be inadequate.
- D. The AV Contractor will include 8 hours of on-site training for the AV system. This is only a guide. Additional training may be required, at no charge, based on the quality of the trainer, the training material provided or by the request of the Owner.

4.2 SYSTEM DOCUMENTATION PACKAGE

- A. The system documentation package must provide the following components neatly bound in a three ring binder. One binder will be included for each room type as listed in the scope of work. Each section will be separated with printed tabs identifying that section.
 - 1. Index sheet
 - 2. Warranty/service information, contact and instructions
 - 3. CD/DVD in CD holder with the following in properly labeled folders:

- a. Electronic files of As-Built drawings (CAD, unlocked)
 - b. Programming source code and all support files to allow modifications and updates
 - 1) Unlocked
 - 2) All source code must be clearly written with comments
 - 3) Must include all IR files, macros, library files and any other files required to compile.
 - c. Touch Panel source code files and all supporting graphics
 - d. All manufacturers' programming/configuration/drivers for control systems, DSP, video and audio conference, projectors and flat panel displays.
 - e. Electronic files of operation instructions prepared by AV Contractor
 - f. Complete equipment list with all serial numbers for all components on CD in Excel format
 - g. Electronic copy of manufacturers instruction manuals
 - 4. Printed operation instructions as prepared by AV Contractor
 - 5. All Userids and Passwords must be provided all systems and components
 - 6. Manufacturers instruction manuals for all components
 - 7. Printed 11 x 17 As-Built drawings
 - 8. Complete test results as outlined in Quality Assurance section
- B. In addition to the binders, (2) "Arch D" size and (2) "Arch B" size sets of As-built drawings must be included with the project documentation package.

APPENDIX “A” – Scope of Work

The Audio/Visual design for the courtrooms will provide state of the art technology that will facilitate legal hearings in a Courtroom environment. The design consists of strategically located displays for the Judge, Witness, Jury and audience with a distributed ceiling speaker system to support both program and voice audio in the space. A portable equipment cart, small equipment rack, and portable display cart will provide storage for all user and non-user type equipment. The system is designed around digital media and digital media transport to ensure compatibility with future computer, laptop and other digital sources. There are six courtrooms which are included in this Bid. Courtrooms #2, #3, #4, #5, and #7 are all very similar in size and functional needs. Courtroom #8 is a much larger room and therefore has additional requirements which are listed and denoted.

Functional Requirements for each Courtroom:

Court Reporter Location

The following components must be provided and installed on the ledge of the Court Reporter Area, in the blank outlet boxes of the Court Reporter Area, and/or in a portable equipment cart as appropriate in each specific courtroom:

- 1) Digital and Analog connections for Laptop Computer to support:
 - a) Dual Mode Display Port
 - b) HDMI
 - c) DVI-D
 - d) DVI-I
 - e) Analog HD15
- 2) 720P HD Digital Document Camera with DVI Output
 - a) Must have easy to access and use image rotation function allowing 90°, 180°, and 270° rotation.
- 3) Auxiliary Audio and Video Inputs
- 4) Portable Equipment Cart (as Required in each Courtroom)
 - a) Options for color and finish to best match each Courtroom must be provided to the Owner for final approval before Carts are ordered.

Judge Location

- 1) 22” 1080P widescreen LCD Display with Stand/Mount which allows the display to fold down flat for an unobstructed view of Courtroom proceedings when the display is not in use.
- 2) Digital Interfaces as required
- 3) Desktop Microphone with PTT Touch Control & LED Status
- 4) An adjustable personal speaker for audio reinforcement
- 5) 12” Wired Color Touch Panel

- a) Judge must have the ability to preview all material before it is displayed to the jury/audience/witness.
- b) Mute all displays.
- c) On/Off functions of the LCD Projector and LCD Monitors
- d) Independent microphone muting capability as well as “mute all” function.
- e) Audio volume levels and microphone volume levels.
- f) Document Camera On/Off, zoom, and focus.
- g) All necessary signal switching of matrix switcher for routing of signals to desired displays

Witness Location

- 1) 22” 1080P widescreen LCD Display with Stand/Mount which allows the display to fold down flat for an unobstructed view of Courtroom proceedings when the display is not in use.
- 2) Digital Interfaces as required
- 3) Desktop Microphone with No PTT Touch Control (to be controlled by the Judge)

Jury Area

- 1) Two Ceiling Mounted 40” 1080P LCD Displays
- 2) Digital Interfaces as required

Audience Area (Courtroom #8 only)

- 1) Two Ceiling Mounted 52” 1080P LCD Displays
- 2) Digital Interfaces as required

Counsel Tables

- 1. Digital and Analog connections for a Laptop Computer at each of the Two Counsel Tables to support:
 - a. Dual Mode Display Port
 - b. HDMI
 - c. DVI-D
 - d. DVI-I
 - e. Analog HD15
- 2. Auxiliary Audio and Video Inputs at each of the Two Counsel Tables.
- 3. Digital Interfaces as required at each of the Two Counsel Tables.
- 4. Provide Microphone Inputs prewired at each of the Two Counsel Tables, so that Microphones can be added in the future if desired.
- 5. Provide a Video Output prewired and programmed at each of the Two Counsel Tables to support a 1080p LCD Display. (An option will be provided in the Bid Response Form for a 22” LCD 1080p LCD Display with stand, however the display is not to be included in the Base Bid only the wiring, necessary system components to support it, and programming such that it can be added to a courtroom at anytime by simply plugging in the display.)

Ceiling Mount Projector

- 1) Provide a ceiling mount projector in each Courtroom mounted per details in Section 2.12 and meeting or exceeding equipment requirements listed in Appendix B. Owner will provide painted on screen in each Courtroom.
- 2) Digital Interfaces as required

Connection points (wall plates) for Owner Supplied VTC Carts

- 1) Provide two connection points per Courtroom (locations to be determined by owner) which allow the connection of the existing owner supplied VTC carts defined in section 1.3. Capability at each location to integrate for Video/Conference use or for the display to be utilized as an output device for presentations from other AV sources in the system.
- 2) Digital Interfaces as required

Digital Video Systems

All source video and audio will be converted to uncompressed digital signals over an Unshielded Twisted Pair (UTP) solution. A 16 x 16 Digital Media Matrix will manage signals and routing, HDCP and EDID for each source and display. The system will be HDCP compliant for all sources, switches and destinations.

The primary presentation position will be the Court Reporter Location with analog and digital inputs for connection points for a laptop computer, a DVD/VCR player, and digital input for a document camera. The Counsel's Tables will be secondary presentation locations with analog and digital inputs for connection points for a laptop computer (audio and video) at each table. All signals will be converted to digital and transported to the digital matrix router located in the equipment rack via UTP cabling. The control panel at the Judge's Location will provide video preview of sources to allow the Judge to review, cue or position material prior to request for public display.

Two wall plates will provide connection points for a portable VTC cart (VTC cart and equipment supplied by the Owner). It is the intent that each wall plate could facilitate full Video Conference participation or allow the VTC to function in a display mode for presentation from other video sources in the AV system. Each wall plate will have digital content transmit and receive for video conference applications. Transmit and receive interfaces will be interfaced to the owner furnished cart by the successful AV contractor and tested with the overall system to ensure correct, reliable operation by the court operators. It is the responsibility of the successful AV contractor to provide all necessary interface cables, hardware, installation, engineering, testing and commissioning for successful integration of the portable VTC cart with the digital media system.

A digital receiver will be located at each display providing the display video signal and control communication. The receiver will be discretely located so it is hidden from view.

The successful bidder will have manufactured trained and certified employees for installation, testing and commissioning for the Crestron Digital Media Product.

Audio (Sound) Systems

Voice and program audio support for the courtroom consists of a variety of microphones, microphone technologies, distributed ceiling speakers and Assistive Listening Devices for the hearing impaired.

The Judge's voice will be supported by a desktop microphone that has a touch sensitive membrane to allow the judge to mute and activate his microphone as required during a court hearing. The microphone will have visual LED status to indicate whether his microphone is active or muted. The judge will also have the ability to raise or lower volume levels as well as muting all microphones if required.

The Witness's voice will be supported by a similar style desktop microphone as the Judge with the exception that control of this microphone will not be possible by the Witness. The microphone can be activated or muted from the 12" control panel by the Judge.

Two optional desktop microphones for the Counsel Tables are to be designed, wired for, and programmed into the system so that they can be easily plugged in if required. The microphones can be activated or muted from the 12" control panel by the Judge. We anticipate having a few of these that can be used as floaters between the courtrooms as required.

Two optional handheld wireless microphones are to be designed, wired for, and programmed into the system so that they can be easily connected as required. The microphones can be activated or muted from the 12" control panel by the Judge. We anticipate having a couple of these that can be used as floaters between the courtrooms as required.

The distributed sound system will consist of an eight channel mix-minus ceiling speaker distribution system allowing audio from one area of the space to be introduced into other areas while not being introduced into the space the microphone resides. This allows for maximum audio levels without feedback.

Future considerations for remote conferencing such as audio or video conference technologies have been considered in the design.

Room Control

The control system will provide an intuitive interface for the Judge. The Judge will have capability to preview, cue, and view all sources. This panel will provide the Judge with full control over the entire A/V system as previously described above. The interface design/programming must be as

uniform as possible for all the Courtrooms to facilitate intuitive use should a Judge move from one Courtroom to another without requiring additional training or programming.

All control panel layouts, program schema and requirements must be coordinated with the owner prior to testing and commissioning as noted in section 3.3.

APPENDIX “B” – Equipment List

5 total pages of Appendix “B” is in separate attachment

APPENDIX “C” – One Line Drawings

2 total pages of Appendix “C” is in separate attachment

APPENDIX "D"

BID # WG10-08 RESPONSE FORM

Audio/Video System

1 of 4

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself _____ or x
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

Financing Agency Authorized Signature

- ❖ Certifications, References, List of key team members, Preliminary Schedule, Proof of Bonding, Material List of all components being proposed, Brochures/Specifications showing the equipment offered, and all other required documentation shall be attached to this Response Form.

APPENDIX “D”

BID # WG10-08 RESPONSE FORM

Audio/Video System

2 of 4

COURTROOM #2 BASE BID (Installed A/V System with 1 yr Warranty and Support)

Amount of Base Bid: \$ _____

Optional Year 2 Warranty & Support: \$ _____

Optional Year 3 Warranty & Support: \$ _____

COURTROOM #3 BASE BID (Installed A/V System with 1 yr Warranty and Support)

Amount of Base Bid: \$ _____

Optional Year 2 Warranty & Support: \$ _____

Optional Year 3 Warranty & Support: \$ _____

COURTROOM #4 BASE BID (Installed A/V System with 1 yr Warranty and Support)

Amount of Base Bid: \$ _____

Optional Year 2 Warranty & Support: \$ _____

Optional Year 3 Warranty & Support: \$ _____

COURTROOM #5 BASE BID (Installed A/V System with 1 yr Warranty and Support)

Amount of Base Bid: \$ _____

Optional Year 2 Warranty & Support: \$ _____

Optional Year 3 Warranty & Support: \$ _____

APPENDIX "D"

BID # WG10-08 RESPONSE FORM

Audio/Video System

3 of 4

COURTROOM #7 BASE BID (Installed A/V System with 1 yr Warranty and Support)

Amount of Base Bid: \$ _____

Optional Year 2 Warranty & Support: \$ _____

Optional Year 3 Warranty & Support: \$ _____

COURTROOM #8 BASE BID (Installed A/V System with 1 yr Warranty and Support)

Amount of Base Bid: \$ _____

Optional Year 2 Warranty & Support: \$ _____

Optional Year 3 Warranty & Support: \$ _____

Total Price with any volume discount if all Six (6) Courtrooms are Awarded

Amount Bid for all Six Courtrooms: \$ _____

Optional Year 2 Warranty & Support: \$ _____

Optional Year 3 Warranty & Support: \$ _____

APPENDIX “D”

BID # WG10-08 RESPONSE FORM

Audio/Video System

4 of 4

OPTION 1 (22” 1080p widescreen LCD Display with Stand/Mount which allows the display to fold down flat for an unobstructed view of Courtroom proceedings when the display is not in use. Must include digital interface to allow connectivity to connections provided at the Counsel Tables in Base Bid.)

Amount Bid each: \$ _____

OPTION 2 (Desktop Microphone with PTT Touch Control and LED Status for connectivity to connections provided at the Counsel Tables in Base Bid.)

Amount Bid each: \$ _____

OPTION 3 (Handheld Wireless Microphone for use with Audio system provided in Base Bid.)

Amount Bid each: \$ _____

“APPENDIX E”

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called “COUNTY”) acting by and through its governing body, the Baldwin County Commission and _____, (hereinafter referred to as “PROVIDER”).

WITNESSETH:

Whereas,

Whereas,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

I. Definitions. The following terms shall have the following meanings:

- i. COUNTY: Baldwin County, Alabama
- ii. COMMISSION: Baldwin County Commission
- iii. PROVIDER: _____

II. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those public works services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

III. Recitals Included. _____ The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.

IV. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a

relationship is prohibited and void.

- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of **Competitive Bid #WG10-08**, the same being expressly incorporated herein by reference, and without limitation will encompass:

“All provision and conditions and/or specifications listed/stated in Competitive Bid #WG10-08 named, Purchase and Installation of Audio/Video Systems for the Baldwin County Twenty-eighth Judicial Circuit Court Law Library Fund”.

i. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

ii. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

iii. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

i. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.

- i. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid \$_____. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon both the expiration of twelve (12) months and upon a written notification thereof received by either party within the required thirty (30) day period. shall. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect

that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. Provider shall indemnify, defend and hold County and its affiliates, employees, agents, and representatives (collectively “County”) harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys’ fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this agreement.

XXV. Number of Originals. This Agreement shall be executed with three originals, both of which are equally valid as an original.

XXVI: Governing Law: This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVII: Insurance: Prior to performing services pursuant to this Agreement, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and nonowned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence. Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker’s Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer’s Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days’ notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County

Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

Chairman /Date

Administrator /Date

By _____/Date
Its _____

State of Alabama)
County of Baldwin)

I, _____ Notary Public in and for said County and State, hereby certify that _____ as _____ of _____, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date for and as an act of said _____.

GIVEN under my hand and seal on this the _____ day of _____, 20____.

Notary Public