F4ab

Hiawatha Parks and Recreation

Memo

To: Hiawatha City Council
From: Kelly Willadsen, Park and Recreation Director
CC: City Administrator, Kim Downs
Date: 9/14/2016
Re: Approval for Community Center Audio Visual Upgrade

Audio Visual Upgrade: The audio visual system in the Community Center is becoming outdated with technology continuing to upgrade constantly. We have had many rentals unable to use our system because they have a 2014 computer or newer which doesn't have a VGA port. The system itself has had some wear and at times does not work correctly with the conversions. The speakers are giving off static noise and we are starting to hear complaints from our renters.

We reached out to four companies for quotes which included Conference Technologies, CEC, Marco and Iowa Audio Video Inc. We received two quotes back from Conference Technologies and CEC as Marco was unable to fulfill our needs and Iowa Audio Video Inc. never responded. We allotted $25,000 in the CIP for this update a few years back and are now ready to move forward.

Conference Technologies came in at $23,383.86 to upgrade both panels to a new 7" color touch controllers with upgraded HMI hook ups, wireless presentations, and conversions to our current projectors and screens.

CEC came in at $31,990.53 to upgrade our system, which includes updating the whole back cabinet audio system, panels, projectors and screens which in not necessary at this time. Right now our main focus is to update our panels so that our reservations can connect correctly without issues. Our projectors and screens have had no troubles and have worked great.

Conference Technologies is able to work with our current equipment and update our panels and sound without removing and updating the whole system. That is why you will see the larger increase.

I would like to remind you that CEC and Conference Technologies originally worked together on this system when it was first installed. One installed the audio and the other installed the panels. Now that the companies have expanded they both do similar upgrades. Luckily they are also both located in Hiawatha!

With my experience in working with these companies thus far, I would like to recommend moving forward with Conference Technologies. I feel they can give us our best upgrade without having to remove the entire system. They have worked very well with us in giving us ideas and suggestions to make this change as smooth and easy as possible. This renovation would take three days to complete and we would be able to get the project started before the holidays. Quotes attached. The park board approved Conference Technologies quote at the September 13th meeting and would like Councils Approval to move forward.

CONFERENCE TECHNOLOGIES, INC

820 North 15th Avenue Hiawatha, IA 52233

Community Room Digital Upgrade to the Room Visual Presentation System

J16090112

6/15/2016

Prepared For:

Kelly Willadsen

Park & Recreation Director

City of Hiawatha

Prepared By:

Mick Erdman

Design Consultant

Conference Technologies, Inc.

CONFERENCE TECHNOLOGIES, INC

Bill of Materials

Community Room Digital Upgrade to the Room Visual Presentation System

P/N	Manufacturer	Description	Qty	Unit Price	Ext. Price
		Display Systems Equipment			**$3,699.12**
DIGI-HD60C-R	Liberty AV Solutions	HDBTLITE RX with POE & control	2.00	$280.00	$560.00
DIGI-44B	Liberty	HDMI/HDBaseT Matrix Switcher - 4 Input x 4 Output	1.00	$1,325.00	$1,325.00
DL-HDCAT-R	Liberty	HDMI over dual twisted pair receiver power supply	2.00	$127.00	$254.00
DL-HDCAT-WP-S	Liberty	HDMI over twisted pair wall plate transmitter	2.00	$96.00	$192.00
VIA-CONNECT-PRO	Kramer	Wireless Presentation & Collaboration Hub with New 1.7 Firmware	2.00	$684.06	$1,368.12
		Audio Systems Equipment			**$1,146.00**
60-1075-01	Extron	HAE 100 audio de-embedder	2.00	$573.00	$1,146.00
		Control Systems Equipment			**$7,664.00**
60-1418-01	Extron	IPCP Pro 550 IP Link control processor	1.00	$2,748.00	$2,748.00
60-1209-02	Extron	TLP 710MV Black 7"touch panel controller	2.00	$2,458.00	$4,916.00
		Equipment Total:			**$12,509.12**
		Installation Materials:			**$1,377.00**
		Implementation Services Total:			**$8,734.00**
		Freight:			**$763.74**
		Community Room Digital Upgrade to the Room Visual Presentation System Subtotal:			**$23,383.86**
		Community Room Digital Upgrade to the Room Visual Presentation System Tax:			**$0.00**
		Community Room Digital Upgrade to the Room Visual Presentation System Total:			**$23,383.86**
		Project Subtotal:			**$23,383.86**
		Tax:			$0.00
		Project Total:			**$23,383.86**

Scope of Work

A digital input upgrade to the audio-visual system in the Community Center, Hiawatha City Hall, Hiawatha, Iowa.

Note: The existing audio-visual system in the Community Center is analog based in regard to the system operation controller and does not allow for a digital input from newer technology based equipment such as newer computers or digital video sources (HDMI).

1. Provide and install a new 7" color touch panel controller in each of the two rooms of the Community Center for operational control of the rooms' A/V system when the room is either divided or combined.
2. Provide and install a single digital input via a wall facility panel at the front of the two rooms.
3. Provide and install a new digital matrix switcher with connection to the two wall facility panels and the two ceiling mounted projectors using category cabling with transmitters and receivers as appropriate,
4. Provide and install a wireless hub to allow a computer or other wireless presentation device to connect to the rooms' two projection systems when the room is either combined or separated. (This will require the City to provide two network drops – one for each of the two wireless hubs.)
5. Provide a complete and working system to include integration, control and control panel programming and staff training.

Standard Disclaimer

System warranty covers all parts and labor on all new equipment per manufacturer's warranty. Two hours of training on the above equipment is included in this proposal if installation is purchased. This training will occur after the installation of the above system and completion and sign-off has taken place.

Payment Terms and Conditions: Terms are NET 30. Payments made by credit card are subject to a 2.5% fee.

INSTALLATION DESCRIPTION AND REQUIREMENTS: Provided by Conference Technologies, Inc.: If installation is purchased, Conference Technologies, Inc. will install all A/V components. Conference Technologies, Inc. will also perform all programming, alignments, and end-user training. Conference Technologies, Inc. will provide A/V project management, and provide drawings as required. This install price assumes a Monday through Friday 8:00am to 5:00pm install time. Room availability must be in consecutive 8 hour blocks. Any required changes or rushes may affect the final price.

Provided by Others: Electrical requirements are to be provided by others or billed separately.

Travel: All travel and expenses outside the Conference Technologies, Inc. office metropolitan areas will be invoiced separately and will be based upon travel expenses by Conference Technologies, Inc.

This project will be designed to integrate all audio/visual equipment.

STATEMENT: This system proposal is the property of Conference Technologies, Inc. and is delivered with the sole intent of being viewed by management of **City of Hiawatha** for evaluation purposes only. This proposal or any part of this proposal is not to be presented to, or viewed by any other party, vendor or Conference Technologies, Inc. competitor without the written consent of Conference Technologies, Inc. Any effort to do so will be considered a violation of copyright law.

Proposal Acceptance

Bill To:
City of Hiawatha
101 Emmons Street
Hiawatha, IA 52233

Ship To:
City of Hiawatha
101 Emmons Street
Hiawatha, IA 52233

Project Total: $23,383.86

communications
engineering company

City of Hiawatha Community Center A/V Upgrade
101 Emmons Street
Hiawatha, IA 52233

City of Hiawatha Community Center A/V Upgrade (Including Projectors/Screens)
OPP-627172
QUO-53449-M5Y2
6/2/2016 12:00:00 AM

Submitted To:
Kelly Willadsen
101 Emmons Street
Hiawatha, IA 52233

Prepared by:
Leo Smith, Sales Executive
405 Boyson Rd
Hiawatha, IA 52233
319-294-9000 phone
319-364-6970 fax
lsmith@cecinfo.com
www.cecinfo.com

Project Overview

City of Hiawatha Community Center A/V Upgrade

This proposal is for an upgrade of the existing A/V system at the Hiawatha Community Center. The existing system consists of two rooms with limited combine/separate functionality, and includes:

- One Mitsubishi 3000-lumen, XGA resolution projector in a Draper Revelation lift per room.
- One Extron MediaLink Controller per room, controlling:
  - Display on/off (including lowering the Revelation lift)
  - Room combine/separate
  - Input selection
  - Volume
  - DVD/VCR transport control
- Two microphone and one VGA/audio input wallplates per room.
- A head-end rack with:
  - One Sony DVD/VCR per room
  - Extron video matrix switcher
  - One Audio-Technica wireless microphone system per room
  - One TOA mixer/amplifier per room

CEC will replace the VGA/audio wallplates with new plates that include HDMI as well as VGA/Audio. We will also replace the video matrix switcher with one that's compatible with HDMI, and replace the DVD/VCR combos with Blu-Ray players. We will remove the existing projectors and lifts, and replace them with standard ceiling-mounted projectors. Finally, we will replace the existing 4:3 aspect ratio screens with 16:10 screens to match the new projectors.

CEC will replace the TOA mixer/amplifiers with a single Digital Signal Processor and two new amplifiers. These amplifiers will go to standby mode after twenty minutes of receiving no signal and "wake up" within two seconds of receiving a signal.

CEC will replace the Extron controllers with a Crestron control system that includes two keypad controllers. The new system will control:

- System On/Off. This will include the projectors and screens.
- Room Combine/Separate.
- Input Selection. Users will be able to choose between the wallplate input in the room and the Blu-Ray player in the rack. The wallplates will select between HDMI and VGA input automatically, with the HDMI input having priority.
- Volume control. The new control system will have the capability to control the mic input wallplates and the wireless mics from the keypad in the room.
- Blu-Ray transport control (play, pause, next, previous, and menu; with a five-way pad for navigating disc menus).

Scope of Work

The following scope of work defines the specific tasks and responsibilities required of each party to successfully complete the above referenced project. It also identifies specific conditions and clarifications upon which this proposal is derived.

CEC Responsibilities

- Provide equipment to customer as itemized in the attached equipment list.
- Install, terminate and test all new equipment, and test the overall system for proper operation.
- Remove unused equipment and/or cable and deliver to owner.
- Provide and install all required cable in existing pathways.
- Provide 2 hours of on-site system user training at the conclusion of the project.

Customer Responsibilities

- Designate a key customer representative to act as project manager. This individual shall be the primary contact for all communications and have the authority to act on all contractual, administrative, and scheduling decisions.
- Provide ready access to all work areas for CEC personnel.
- Make any necessary modifications to wall openings as needed, including:
  - modifying the existing VGA wallplate openings from singe-gang to double-gang
  - modifiying the existing controller openings from 5-gang to 3-gang
- Provide any AC power and appropriately conditioned physical space as required by the system(s), including:
  - moving power for projectors
  - moving power for screens

Conditions &Clarifications

- Any changes to this proposal will be communicated and approved in writing by an authorized Customer representative prior to commencing work.
- All CEC labor is to be performed during normal CEC business hours (7:30 to 4:30 M-F, excluding holidays) unless otherwise specified. Customer is to inform CEC prior project start up, of any times when work cannot be performed.
- This quotation assumes a standard installation schedule. Any expedited deliveries or installation schedules are not included, unless specifically identified, and will incur additional charges.
- Proposal is based on Single Phase Completion of the project. If the work is to be delivered in multiple phases the customer will incur additional charges.
- NOTICE: All work performed by CEC MUST be scheduled through our Project Management Office (PMO), allowing adequate lead time for equipment delivery and scheduling of workforce. Upon project award our PMO will contact you to confirm project timelines and availability of resources.

Standard lead time for labor services is 4 to 6 weeks from confirmation.

- Delays incurred by CEC employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond our control will be invoiced at our current labor rates.
- CEC will provide a 1 year system warranty during normal business hours. Warranty shall begin at the date of beneficial use, or the project close out, whichever comes first.

Equipment and Materials List

Qty	Mfg-Part #	Description
		* New Audio Components
1	Biamp-TesiraFORTE AI	DSP fixed I/O server with 12 analog inputs, 8 analog outputs, and 8 channels configurable USB audio
2	Lab.gruppen-990691111	Lucia 120/1-70 Amplifier
1	Lab.gruppen-990692002	Rack Mount Kit (Lucia)
1	Extron-60-1368-01	8x4 Scaling Presentation Matrix Switchers with DTP Extension - Preamp Output w/o Amplifier and Control Processor
2	Extron-60-1366-12	Two Input DTP Transmitter for HDMI and VGA with Audio Embedding - Decora® Wallplate, Black - 230 feet (70 m)
2	Extron-60-1271-13	HDMI Twisted Pair Receiver - 230 feet (70 m)
2	Denon-DN-500BD	Blu-ray Disc Player
		* New Control System
1	Crestron-CP3	3-Series Control System®
2	Crestron-MP-B20-B-T	Media Presentation Button Panel B20, Black
1	Niveo-NGSE8H-AV	8-port Gigabit high power PoE Rear Facing Switch
		* New Projectors & Mounts
2	Epson-V11H471020	EPSON PowerLite 1945W Projector WXGA 4200 Lumens
2	CHIEF-SYSAUB	SYSTEM, SUSP CEILING PROJ 0-12", BLACK
		* New Screens
2	Da Lite-70136LS	ADVANTAGE 137D 72.5X116 MW
1		* New Cable & Connectors

communications engineering company

Proposal Acceptance

Project Name: City of Hiawatha Community Center A/V Upgrade (Including Projectors/Screens)

Investment Summary

Total Purchase Price (less applicable tax) **$31,990.53**

Prices are valid for 30 days.

A deposit of 40% is required at the time of order. Progress payments for material delivered and labor expended will be invoiced monthly. Invoice terms are NET 30 with approved credit. The deposit will apply to the final bill. Prices do not include sales or use tax unless specifically noted.

This Proposal for sale of equipment or performance of services by CEC is subject to, and expressly conditioned upon CEC Standard Terms and Conditions. (www.cecinfo.com/terms) CEC Standard Terms and Conditions cannot be waived or altered without the express written consent of CEC Corporate Officer. **By signing this Proposal, Customer expressly agrees to be bound by the terms of this Proposal and the CEC Standard Terms and Conditions.**

Information contained in this proposal, including part numbers, installation details, pricing information, and engineering drawings shall be considered Proprietary and Confidential, and shall not be duplicated or shared with persons other than the intended recipient(s) referenced above.

CUSTOMER ACCEPTANCE

Authorized Signature Date

Printed Name

Title

Communications Engineering Company

Leo Smith June 2, 2016

Sales Executive Date

sales executive

Title

Bill to Information

Company Name

Standard Address/P.O. Box

Suite/Mail Stop

City State Zip

Attention

Purchase Order Number

Customer Internal Information

Customer Project Number

Customer Project Name

Please enter your internal project name and/or number above and we will include that information on your project invoices.

Warranty

CEC Life-time Warranty on Quality of Workmanship

What's Covered:

- The system's physical installation performed by authorized CEC personnel.

What's Not:

- Equipment; work performed by others including installation, tampering, alteration, modification, service and maintenance.

Equipment

What's Covered:

- All equipment provided by CEC will be covered by the manufacturer's warranty. All labor related to equipment warranty will be equal to the manufacturer's warranty, not to exceed one year.

What's Not:

- Anything excluded in the manufacturer's warranty.
- Equipment previously serviced by another company.

Other Warranty Conditions

- All CEC warranty related labor is performed during CEC normal business hours. Response time will be handled as a service call and prioritized accordingly.
- Shipping and Handling is not covered.
- Extended Warranty, Service, and Maintenance contracts which could include 24x7x365 coverage with guaranteed response time are available and supersede all stated warranties. Contact CEC for more information.

CEC STANDARD TERMS AND CONDITIONS

In consideration of the mutual obligations set forth herein and in the attached Statement of Work, Maintenance Contract, Purchase Agreement, and/or Equipment Order, pursuant to which CEC shall provide services and/or equipment to Customer, CEC and Customer, agree as follows:

1. Definitions.

a. **"Agreement"** shall refer collectively to these CEC Standard Terms and Conditions together with the Proposal, including Equipment List, Scope of Work, Service Contract, Purchase Authorization, and/or Equipment Order.

b. **"Equipment"** shall include all equipment, materials, or other goods purchased from CEC by Customer pursuant to the Agreement.

c. **"Proposal"** shall refer to the Equipment List, Scope of Work, Service Contract, and/or Purchase Authorization,

d. **"Services"** shall include all installation, maintenance, repairs or other services to be provided by CEC to Customer pursuant to the Agreement.

2. Scope of Performance. CEC shall provide all Equipment and perform all Services pursuant to the Proposal and subject to these CEC Standard Terms and Conditions, and Customer shall pay all charges in accordance with the Proposal and subject to these CEC Standard Terms and Conditions.

3. Effective Date and Time to Accept Proposal/Commencement Performance. The Agreement shall be effective upon the earliest date that the Proposal has been signed by a duly authorized representative of Customer (or Customer has placed its Equipment Order) and CEC has accepted such signed Proposal. The terms and quotations of any Proposal not signed by the Customer within 30 days of the date of such Proposal shall be subject to change at CEC's sole option. Any Services must commence within sixty (60) days of the Effective Date, unless otherwise agreed, or the pricing in the Proposal shall be subject to change by CEC at any time without notice.

4. Termination. The Agreement shall terminate upon the earlier of a) CEC and Customer substantially performing all of their respective obligations under the Proposal or b) thirty (30) days after either Party provides written notice to the other Party that the Agreement is terminated. Either Party may terminate this Agreement pursuant to subsection (b) hereof for any reason, provided that if Customer so terminates this Agreement, Customer shall pay CEC for all Equipment delivered, Services performed, and direct expenses incurred by CEC in connection with the Agreement (including without limitation manufacturer service contracts purchased in connection with the Agreement) prior to the termination date.

5. Special Provisions Regarding Any Equipment Purchased Pursuant to this Agreement.

a. **Delivery of Equipment and Damage or Loss.**

i. **Equipment Not Installed By or Under the Supervision of CEC.**Delivery of Equipment not to be installed by or under the supervision of CEC shall be F.O.B. at the manufacturer's factory, warehouse, or office selected by CEC, and CEC shall not be liable for damage or loss of such Equipment after delivery to the point of shipment.**ii. Equipment Not Installed By or Under the Supervision of CEC.** Delivery of Equipment that shall be installed by or under the supervision of CEC shall be freight as stated in the Proposal, and CEC shall not be liable for damage or loss of such Equipment after delivery by the carrier to the site of installation. If any such Equipment is damaged or destroyed, other than by the fault of CEC, after delivery to the site of installation but prior to full performance by CEC, Customer shall promptly pay or reimburse CEC, in addition to any other fees, an amount equal to the damage or loss. It shall be Customer's sole obligation to maintain the security of any Equipment following delivery.

b. **Return of Equipment for Credit, Exchange, or Repair.**Equipment returned for credit, exchange, or repair shall not be accepted without prior authorization from CEC and any credit shall not exceed the original billed price. Equipment returned without authorization will be refused and returned (shipping paid by Customer). Equipment returned in a condition other than that specified on the return authorization will be credited on the basis of inspection. A restocking charge of 20% of the original billed cost of the returned Equipment or $20.00, whichever is greater, will apply to all stock Equipment returned for credit.

c. **Claims for Shortage.** Customer must report to CEC any claim for shortage or other non-conformance within 10 days of receipt of the Equipment.

6. Special Provisions Regarding Any Services Provided Pursuant to this Agreement. The provisions herein shall apply regardless of whether the equipment to be serviced is provided by CEC or a third party.

a. **Performance of Services.** CEC may, in its sole discretion, appoint a third party to perform any Services on behalf of and for CEC. Appointment of a third party will not relieve CEC of its duties or obligations hereunder. CEC (or a CEC-authorized third party) will meet all response times, including both callback and onsite times, and will service any equipment pursuant to the Proposal. CEC shall assume sole responsibility for the supervision of its staff or any third parties assigned to perform any Services. CEC will perform its own clean up and will not be liable for any clean up done by others. Unless otherwise provided in the Proposal, all Services will be performed during normal business hours (7:30 a.m. to 4:30 p.m. Monday through Friday, excluding CEC holidays). If the Customer requests performance of any Service outside of such hours, Customer shall be responsible for any additional costs incurred as a result (including without limitation any overtime pay).

b. **Unauthorized Services.** Customer shall not attempt to service any equipment that CEC services pursuant to the Proposal and shall not permit third parties not authorized by CEC to service such equipment. Upon such unauthorized service CEC may, in its sole discretion, immediately void warranties and/or terminate Services as to such equipment, and Customer shall have no right to a refund or to offset payment as a result of such termination.

c. **Installation Other Than by CEC.** With respect to any equipment to be serviced by CEC that was installed by any party other than CEC (or a third party authorized by CEC), or having been installed by CEC was subsequently serviced by any party other than CEC (or a third party authorized by CEC), Customer warrants that to the best of Customer's knowledge such equipment was installed according to the manufacturer's specifications and as of the Effective Date of this Agreement such equipment is operating according to the manufacturer's specifications.

d. **Exclusions.** Any Services provided by CEC (or a third party authorized by CEC) that are not system-related or not covered by the Proposal, will be billed to Customer at CEC's then current Time and Materials rates. The following are excluded from Services provided pursuant to the Proposal:

i. Specific items excluded from standard maintenance Services include non-serviceable and consumable items without limitation: base station antenna; base station transmission lines; base station multi-coupler; tower or tower lighting; external power supply system and/or battery; pager or portable batteries and accessories (speaker mics, etc.); reprogramming of equipment with different parameters; diagnostics to locate external interfering signals; and CCTV video tube.

ii. CEC has no responsibility for telephone and network lines, even when used in conjunction with equipment. Upon request and mutual agreement of the Parties, CEC will, at CEC's then current Time and Materials rates, assist the telephone/network company in repairing problems.

iii. Any Services required as a result of configuration changes made or attempted by Customer or third parties unauthorized by CEC are excluded from the Agreement.

e. **Obsolete Equipment.** Obsolete Equipment is defined as equipment that is no longer manufactured or for which parts are no longer available from the manufacturer. CEC recommends replacement or removal of any Obsolete Equipment, but will make a reasonable attempt to repair such Obsolete Equipment at Customer's request, provided parts are available. It is Customer's sole responsibility to replace Obsolete Equipment.

7. **Payment and Taxes.**

a. **Payment.** Any Equipment purchased pursuant to this Agreement shall require a deposit of 40% of the total order, due at the time Customer places such order. Progress billing will apply throughout the project and such invoices shall be paid within 30 days of the date of any invoice for such order. Payment shall be due in full within 30 days of the date of any invoice for any Services. CEC reserves the right to require full payment prior to time of performance (or to otherwise alter the terms of payment).

b. **Delinquency.** If Customer fails to pay any amounts due within 30 days of its due date, Customer shall be charged interest at a rate of 1.5% per month (or any part thereof) on the outstanding principle, until such principal and any accrued interest is paid. CEC reserves the right to apply any payments first towards outstanding interest. If Customer is 60 days or more delinquent in its payment, such delinquency may, in CEC's sole discretion, be considered a material breach hereunder and CEC may either suspend performance until Customer becomes current or terminate this Agreement (neither of which shall affect any other rights or remedies available to CEC). If Customer is 90 days or more delinquent, CEC may, upon 30 days notice, remove from Customer's premises all Equipment listed on the Proposal, provided further that if CEC chooses such removal, CEC shall not be obligated to restore Customer's premises to their original condition. Customer shall pay all costs and expenses of collection (or removal of Equipment) pursuant to this subsection, including attorneys' fees or collection agency's fees, out-of-pocket expenses, labor (including without limitation those assessed for removal), and interest. Customer shall receive credit for any removed Equipment pursuant to the provision herein regarding Return of Equipment.

c. **Taxes.** Any and all taxes, except income taxes, imposed or assessed by reason of this Agreement or its performance, including but not limited to sales or use taxes, shall be paid by Customer and shall be included in the invoices. Those agencies or businesses that do not pay sales tax must submit their exempt or resale number.

8. **Amendments.** If circumstances change so as to affect, or the Parties agree to changes affecting, the scope of performance, the parties shall make any necessary equitable adjustment in the price, delivery schedule, or both, and amend this Agreement to reflect such changes in otherwise amend this Agreement, including without limitation these Terms and Conditions, only by written agreement signed by an authorized a change order or other writing signed by authorized representatives of both Parties and referencing this Agreement. The Parties may agent of each party.

9. **Warranties.** The terms of this Section shall survive the termination of this Agreement.

a. **Warranty for Any Equipment Provided Pursuant to Proposal.** The Equipment provided by CEC to Customer pursuant to the Proposal will be covered only by the manufacturer's warranty for such Equipment, which CEC shall provide to Customer. EXCEPT AS AND ONLY TO THE EXTENT EXPRESSLY PROVIDED HEREIN, EQUIPMENT CUSTOMER PURCHASES PURSUANT TO THE PROPOSAL IS PROVIDED "AS IS." CEC DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULARPURPOSE. Customer waives any right to assert any breach of warranty against CEC and agrees that its sole and exclusive remedy for any breach of warranty with respect to any Equipment shall be against the manufacturer of such Equipment.

b. **Warranty for Any Services Provided Pursuant to Proposal.** CEC warrants its workmanship for the life of the installation pursuant to the Proposal. THE WARRANTY SET FORTH HEREIN IS CEC'S SOLE WARRANTY FOR SERVICES PROVIDED UNDER THIS AGREEMENT AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer agrees that its sole and exclusive remedy for any breach of the warranty provided in this **Section 9(b)** shall be to require CEC (or a third party authorized by CEC) to reperform the Services that are the subject of such breach to the standards agreed to in this Agreement and at no additional cost to Customer. The warranty provided herein excludes abuse, modification, improper maintenance or operation, normal wear and tear under normal usage and is void after any party (other than CEC or a third party authorized by CEC) provides repairs or services.

10. **Limitation of Liability.** The total liability of CEC, including its affiliates, agents, officers, directors, employees, vendors, subcontractors, or suppliers, for all direct or indirect claims of any kind for any loss, cost, expense, liabilities, or damage, whether in contract, warranty (subject to the limitations set for the in **Section 9** hereof), tort (including without limitations negligence), strict liability, equity or otherwise, directly or indirectly arising out of, connected with, or resulting from the performance or non-performance of this Agreement or from the furnishing of any Equipment or Services pursuant to this Agreement shall not exceed the total amount paid by Customer under this Agreement. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT), STRICT LIABILITY, EQUITY, OR OTHERWISE, SHALL CEC OR ITS AFFILIATES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, VENDORS, SUBCONTRACTORS OR SUPPLIERS, BE DIRECTLY OR INDIRECTLY LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES. The terms of this Section shall apply notwithstanding any other provisions of this Agreement and shall survive the termination of this Agreement.

11. **Insurance.**

a. At a minimum, Customer shall maintain insurance on all real property where any Equipment is installed or CEC is performing any Services, and such insurance shall be for the full replacement cost of such real property. Customer waives all rights against CEC and CEC's officers, directors, partners, employees, agents, and other consultants and subcontractors for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such insurance policy. Customer waives all rights against CEC and CEC's officers, directors, partners, employees, agents, and other consultants and subcontractors for loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Customer's property caused by, arising out of or resulting from fire or other peril whether or not insured by Customer.

b. Any insurance policy maintained by Customer as described in **Section 11(a)** shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the property insurer will have no rights of recovery against CEC or CEC's officers, directors, partners, employees, agents, and other consultants and subcontractors.

12. **Indemnification.** Customer agrees and acknowledges that it has sole responsibility for the life and safety of all persons and property on its premises, and for protecting against losses to its own property. Therefore, Customer agrees to indemnify CEC and hold CEC harmless fromand against all claims, demands and causes of action for direct or indirect damages (including reasonable legal fees) for personal injuries or

CEC STANDARD TERMS AND CONDITIONS

damage to tangible property to the extent directly or indirectly resulting from any Equipment or Services provided pursuant to this Agreement. CEC agrees to notify Customer as soon as practical of any claim, demand or cause of action for which CEC will request indemnification fromCustomer. CEC will provide Customer with the necessary information and assistance to defend such claim, demand or cause of action.

13. Time to File. Any and all actions, rights, claims, costs, losses, and damages by any Party against any other Party arising out of this Agreement or the performance of this Agreement shall be barred one year after installation of any Equipment or performance of any Service that is the subject of such action, right, claim, cost, loss, or damage.

14. Injunctive Relief; Attorney Fees. CEC shall have the option to bring court proceedings to seek an injunctive or other equitable relief to enforce any right, duty, or obligation under this Agreement. CEC shall not be required to post a bond to obtain such relief or, if a bond is required by law or court order, Customer hereby consents to a bond in the lowest amount permitted by law. Additionally, the prevailing Party in any dispute under this Agreement, whether or not litigation commences, shall be entitled to recover from the other Party all of the prevailing Party's reasonable attorneys' fees and costs and expenses incurred as a result of such dispute that a court of competent jurisdiction determines to be just and reasonable under the circumstances.

15. Confidentiality. The term "Confidential Information" shall refer to any business information or data (including without limitation specifications, drawings, sketches, models, samples, tools, technical information, or pricing and contract terms) in written or other tangible form that is clearly marked "Confidential" (or otherwise clearly identified as confidential). Confidential Information shall not include any information that i) is or becomes publically available other than by breach of this provision; ii) was rightfully in the receiving Party's possession prior to the disclosure under this Agreement; iii) is rightfully obtained by the receiving Party from a third party under no obligation of confidentiality to the disclosing Party; iv) is independently developed by agents or employees of the receiving Party without access to the Confidential Information; or v) is required to be disclosed by appropriate governmental or judicial order provided that the receiving Party gives the disclosing Party written notice prior to such required disclosure.

During the term of this Agreement and for five (5) years thereafter, each Party shall treat the Confidential Information of the other party with respect to the Proposal without prior approval. Customer agrees CEC may disclose such information even if the Proposal is designated prior written consent of the other Party.

16. Marketing Disclosures. Unless otherwise agreed in writing, CEC may disclose for marketing or advertising purposes information with respect to the Proposal without prior approval. Customer agrees CEC may disclose such information even if the Proposal is designated "Confidential." Such disclosure shall waive confidentiality with respect to the disclosed information.

17. Governing Law. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF IOWA WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS. Any court proceedings or litigation arising out of or pertaining to this Agreement shall be brought in the Iowa District Court for Linn County, Iowa or the Federal District Court for the Northern District of Iowa situated in Cedar Rapids, Iowa. Each of the Parties hereto consent and submit to the jurisdiction of those courts and further agree that the service of any process, summons, notice, or document in the manner set forth for notices required or permitted under this Agreement shall be effective service for purposes of any litigation in any such court.

18. No Third Party Beneficiaries; Relationship between Parties. This Agreement is solely for the benefit of the Parties hereto. No other person shall be deemed a beneficiary of or otherwise have the right to enforce the Agreement. Customer and CEC hereby specifically agree and acknowledge that CEC is not an employee or agent of Customer.

19. Force Majeure. CEC shall not be considered in default of its performance of its obligations hereunder, if performance of such obligations is prevented or delayed by insurmountable circumstances, such as: delay in the production, delivery, supervision or installation of any of the labor and equipment covered hereby if such delay shall be due to one or more of the following causes: fire, strike, labor dispute with workmen, flood and other acts of God, accident, delay in transportation, shortage of fuel, inability to obtain material, war, embargo, demand or requirement of the United States or any governmental or war activity, or any other cause whatsoever beyond the reasonable control of CEC. Time of performance of CEC's obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such force majeure occurrences.

20. Severability. If any term or provision of the Agreement is determined by a court or government agency of competent jurisdiction to be invalid under any applicable statute or rule of law, such provision(s) are, to that extent, deemed omitted, but this Agreement and the remainder of its provisions shall otherwise remain in full force and effect.

21. Assignment. No assignment or transfer, in whole or in part, of this Agreement by the Customer shall be binding upon CEC without the prior written consent of an authorized CEC Corporate Officer.

22. Waiver. Failure or delay on the part of CEC or Customer to exercise any right, power or privilege under this Agreement shall not operate as a waiver of any right, power or privilege of this Agreement.

23. Headings. Section headings are inserted for convenience only and shall not be used in any way to construe the meaning of terms used in this Agreement.

24. Entire Agreement; Conflicting Terms. Customer acknowledges that it has read and understands the terms and conditions of this Agreement and agrees to be bound by them. Furthermore, Customer agrees that this Agreement, consisting of the Proposal and these Terms and Conditions, constitutes the entire understanding between the Parties and supersedes all prior, contemporaneous or subsequent agreements or offers, whether oral or written. To the extent that any provision(s) in the Proposal (or any other prior, contemporaneous or subsequent agreements or offers, whether oral or written) conflicts with the provisions in these Terms and Conditions, these Terms and Conditions shall control unless the Parties explicitly agree otherwise in a writing signed by both Parties' authorized representatives.

DRAFT

RESOLUTION NO. 16-
City Council

RESOLUTION APPROVING THE PURCHASE OF UPDATED AUDIO VISUAL EQUIPMENT FOR THE COMMUNITY CENTER

WHEREAS, the Parks and Recreation Department deems it necessary to upgrade the audio visual equipment in the Community Center to update outdated technology and provide an increased user experience for renters, and

WHEREAS, after soliciting audio visual equipment quotations and receiving and reviewing quotes from two (2) qualified companies, the Parks and Recreation Director recommends the purchase as follows:

Company	Equipment	Project Cost
Conference Technologies of Hiawatha	Two(2) 7" color touch controllers with upgraded HMI hook ups, wireless presentations, and conversions to current projectors and screens	$23,383.86

, and

WHEREAS, during their September 12, 2016 meeting, the Parks and Recreation Commission recommended approval of the purchase of upgraded audio visual equipment for the Community Center, and

WHEREAS, funding for the purchase of upgraded audio visual equipment with a total project cost of $23,383.86, is available using previously budgeted dollars in the Capital Improvement Plan (CIP), and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIAWATHA, IOWA, to authorize the Parks and Recreation Department to move forward with the purchase of updated audio visual equipment for the Community Center in the amount of $23,383.86, with Conference Technologies of Hiawatha, utilizing available funding previously budgeted in the CIP.

AYES:
NAYS:
ABSENT:

PASSED AND APPROVED this 5th day of October, 2016.

_____
Bill Bennett, Mayor

ATTEST:

_____
Kelly Kornegor, City Clerk