

City of Columbus Television Andy Stout 90 W. Router St. Rm. 315 Columbus, OH 43215

Project: Labor ONLY for Studio Camera

upgrade

Quote: 0015106 Terms: Net 30

Shipping: Prepay and Add

Model # **Unit Price Total Price** Manufacturer Description Item Qty

Studio Configuration of Hardware for Integration and Installation: Quantities of components to installed are shown below. Unless unit and total price is shown, that component is NOT included in the total.

1	3	Panasonic	AW-UE150KPJ	4K-HD 20x PTZ Black Camera. requires POE++ or separate 12V Power supply, not included
2	1	IDX	IA-70A	Power Supply
3	1	Panasonic	AW-RP150GJ5	Advanced Joystick Controller Requires POE+ (Power Supply Not Included)
4	1	Panasonic	AK-HC3900GJ	HD Studio HDR 1080p Camera, for additional cost can be upgraded to 4K
5	1	Panasonic	AK-HVF100GJ	Standard 9" Full HD LCD Studio Camera Viewfinder
6	1	Panasonic	SHAN-TM700	Panasonic Quick Release Tripod Adapter
7	1	Panasonic	AK-HRP1010GJ	Standard Studio Camera Remote Operation Panel
8	1	Panasonic	AK-HCU250J	HD Camera Control Unit (Upgradeable to 4K with optional board)
9	1	Fuji	ZA17X7.6BRD-S10	HDTV 2/3" Handheld Zoom Lens with 16 RD Built-In Servo Zoom & Focus. NO Extender.
10	1	FujiFilm	SS-15D	Full servo rear control

# For this INSTALLATION quote ONLY the two SMPTE Cables listed below will be purchased. ALL other hardare will be purchased separately.

11	1	Camplex	HF-FUWPUW-M-0150	LEMO FUW-PUW Outside Broadcast SMPTE Fiber Camera Cable - 150 Foot	1,211.49	1,211.49
12	1	Camplex	HF-FUWPUW-S-0075	LEMO FUW-PUW Indoor Studio SMPTE Fiber Camera Cable - 75 Foot	936.94	936.94
13	3	Miller	1960	Combo Pedestal Column (1950) Studio Dolly (481) (Fluid head not included) - capacity 30kg (66lbs) 35.4" to 49.2" Range		
14	3	Manfrotto	500BALL	100mm Half Ball Leveler w/3/8in Screw for 100mm Bowl Tripods		
15	5	Kessler	MG1018	Kwik LONG Camera Plate with 3/8"-16 and 1/4"-20 Screws		
16	4	Miller	696	16mm Telescopic Handle w/black handle carrier for ArrowX3, 5 and 7 heads.		
17	5	Kessler	MG1001	Kwik Release Receiver		
18	1	Miller	3260	System ArrowX7 Combo Live 30 Pedestal - fluid head payload range 6kg - 25kg (13.2lbs - 55lbs) 38.2 to 60.5 Range w/head, 2 pan handles		
19	2	CueScript	CSFP15PTZ	<ul><li>15" Lightweight Prompter System, for PTZ includes the follwing:</li><li>15" lightweight monitor, PTZ mounting hardware, PTZ molded hood and glass</li></ul>		

NOTE: Stand sold separately

Item	Qty	Manufacturer	Model #	Description	Unit Price	Total Price
20	1	CueScript	CSFP15M	<ul><li>15" Lightweight Prompter System, Medium size includes the following:</li><li>15" lightweight monitor, mounting hardware, medium molded hood and glass</li></ul>		
21	1	CueScript	CSPROD	CueiT Production prompting software package. Suitable for all productions not connecting to an NRCS. Features Ethernet and USB interfaces, and both analogue and HD-SDI outputs as standard.  Includes: CueB with Production license, CSSC, power supply for CueB and cables.		
22	1	CueScript	CSSC	CueScript Hand Scroll Control for desktop use. Connects via USB, Ethernet & CAN bus over coaxial cable to the CueB. Includes an RJ11 port to allow use as a deskpad for the foot control (CSFSC).		
23	1	CueScript	CSCN	CueNumber tally system is powered by mini USB and designed to plug directly into the USB output connector on the CueScript monitors.		
24	3	GeoVision	GV-PA902BT	Gigabit PoE (Power over Ethernet) adapter. The adapter supports the IEEE802.3af/at/bt Power over Ethernet standard, with a maximum power output of 95 W over a single Ethernet cable.		

Total Equipment: 1,074.22
Total Labor and Materials: 21,790.00

Estimated Shipping: 250.00

Sales Tax: 0.00

Total: 23,114.22

**Date:** August 18, 2022

iVideo Technologies' Representative: David Walters

**EMail & Phone:** dwalters@ivideo.com 440-325-2307

Client Representative: Date:

Purchase Order Number:

# **Scope of Work**

#### iVideo Technologies' Responsibilities:

- 1 Contact client and coordinate installation with customer for a 8:00am 05:00pm, Monday through Friday consecutive time period. All quotes are based on consecutive installation days and scheduling non-consecutive days will result in additional charges.
- 2 Provide installation of iVideo sold components in accordance with manufacturers' recommendations. Installation outside of the manufacturers' basic set up must be detailed in the scope of work. Set up outside of a manufacturers' base system will be at additional charges.
- 3 If appropriate, provide in-shop configuration and testing of equipment prior to installation.
- 4 Installation of any iVideo furnished low-voltage cabling at NEC standards. All systems are assumed to be pre-wired by others unless details in the scope of work section.
- 5 Supply all required connectors and terminations following audio / video industry standards.
- 6 Test all iVideo furnished equipment for proper operation as individual items and as a complete system.
- 7 Provide on-site operational orientation for complete system. iVideo's standard operational orientation is for 30 minutes and any time outside of that must be detailed in the scope of work section.
- 8 Update CAD drawings for incorporation of new Studio Camera and (3) PTZ Cameras. Confirm Router is ready to accept four PTZ cameras.
- 9 Review of Studio cabling back to Control Room
- 10 Pull cabling from Studio to Control Room: (1) SMPTE fiber line, and (3) bundles (max 150ft.) for each PTZ camera consisting of (2) Ethernet: POE and Prompter, (1) SDI 4K, (2) Video: Genlock and return video for prompter, and power to Prompter. One bundle will require power over USB for the number only Tally.
- 11 Remove existing multi-core cabling.
- 12 Pull SMPTE Fiber cable from CCU location to Studio.
- 13 Provide (3) sixty-foot snakes to connect PTZ cameras to wall plate with same configuration as cable runs from Studio to Control Room. Cabling to be TechFlex and with heat shrunk endings.
- 14 Provide two SMPTE cables as listed in quote, one for permanent installation and one for use to connect to BSP.
- 15 Design BSP with connections with one SMPTE fiber and (3) PTZ cameras with connections that mirror requirements as the interconnecting the snake,
- 16 Remove existing Camera Control Units.
- 17 Complete wiring/re-integration of new Camera Control Unit with current capabilities including intercom, genlock, return video, audio and prompter.
- 18 Interface the PTZ Cameras, Controller and OCP Panel into engineering network including POE++ for project using injectors.
- 19 Set-up and configuration of (3) PTZ Cameras along with (1) Studio Camera and CCU.
- 20 Installation of new teleprompter systems on new camera support systems with 12v power via XLR for all three systems.
- 21 Allow the CueScript Controller to run on POE along with CUBE on the same network.
- 22 Provide remote power to the CueScript prompters, allowing power supply to not be at the camera.
- 23 Circumvent Tally on the Panasonic PTZ Camera that does NOT have a prompter. Use of CueScript number to be used in place of PTZ Tally.
- 24 All Teleprompter feeds becomes sources into the router.
- 25 Complete system testing.

### City of Columbus Television Responsibilities:

- 1 Upon receipt inspect any delivered products and inform iVideo of any freight damage within 24 hours of delivery.
- 2 Provide all required outside sources and configurations including AC power, IT, network, telephony (SIP / VOIP / Etc), cable, satellite etc.
- 3 Coordinate a block of consecutive time for a 8:00am 05:00pm, Monday through Friday installation.
- 4 Provide iVideo with at least 72 hours' notice for changes in installation dates. Any notice within 72 hours or iVideo's inability to access a site will result in a charge to the Purchaser equal to iVideo's lost time.
- 5 Provide any required rough-in conduits, in-wall boxes, signal path-ways, and in-wall backing. Provide installed equipment with proper ventilation and cooling (HVAC).
- 6 Provide any required permits or licenses.
- 7 Inspect and confirm the good working order of all owner-furnished equipment, media, and software.
- 8 Understands that all change orders will require a written approval from an authorized Purchaser representative as well as an updated Purchase Order.
- 9 Will not install software programs or updates without contacting iVideo.
- 10 Thoroughly inspect iVideo's installation and confirm that the complete system is working within 24 hours of each project phase completion.
- 11 Purchaser is responsible for the repair or replacement of any ceiling work (grids, tiles, drywall, etc), drywall patching, and painting that may need to be altered for iVideo to complete its work.
- 12 Review of drawings prior to installation of new cameras.
- 13 Allow for access on network
- 14 Provide necessary computer for teleprompter that meets software specifications.
- 15 Understands that video from PTZ cameras cannot exceed the total length that meets cabling limitations.
- 16 Understands that there will only be one interface BSP in the studio.

Note: The Scope of Work represents the work to be performed by iVideo Technologies and City of Columbus Television.

We understand, acknowledge, and accept the above scope of work.	
David Walters - iVideo	Date: August 18, 2022
Andy Stout - City of Columbus Television	Date:

## **Terms and Conditions**

The following Terms and Conditions apply to the above quote and the subsequent order. This order means that iVideo and Purchaser have come to a complete agreement as to the list of materials, the costs and in some cases the labor charges as spelled out in this document.

Payment Terms: All orders are cash on delivery unless credit is approved and an open account is established. Open accounts are a courtesy that is available upon the satisfactory completion and review of a credit application. Accounts cannot be opened until iVideo has received written responses to its inquiries. Accounts will have credit limits and specific payment terms as determined by iVideo. An open account is subject to a service charge of 1.5% per month when the payment is 30 or more days past due. iVideo is further entitled to recover from Purchaser all reasonable attorney's fees and costs incurred in collection of any amounts outstanding. There will be a service charge of 10% of the Contract amount if the job is cancelled by Purchaser AFTER the third business day. iVideo may close an open account at any time and at its sole discretion. State and local taxes are the sole responsibility of Purchaser. For purchasers based in the State of Ohio applicable sales taxes will be charged unless Purchaser provides a valid tax exemption certificate prior to the acceptance of the quote by iVideo

Condition and Purchaser Furnished Goods: All goods sold by iVideo will be new and in factory direct condition. Purchaser will be informed of any non-new conditioned items such as demo, used, returned or opened products. iVideo has no liability or responsibility for product compatibility on Purchaser furnished products.

Warranty: iVideo supports its workmanship for a period of 30 days from the installation completion date ("iVideo Warranty"). In addition, iVideo will pass along any available manufacturers' warranties to Purchaser. During the 30-day iVideo Warranty period, it will facilitate and install products covered under the manufacturer's warranty at no charge. All coverage and assistance outside of this 30-day period requires a maintenance agreement and will have a separate charge. Purchaser acknowledges, agrees, and understands that the only warranty given by iVideo to Purchaser regarding the work is the iVideo Warranty. Purchaser acknowledges that the terms of the iVideo Warranty provide for the manner, performance or quality of the desired construction are clear, specific and sufficiently detailed to establish the only standards of construction. TO THE EXTENT PERMITTED BY LAW, Purchaser WAIVES ANY CAUSE OF ACTION UNDER ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF GOOD AND WORKMANLIKE CONSTRUCTION, IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND STIPULATES THAT SUCH IMPLIED WARRANTIES ARE EXPRESSLY REPLACED BY THE IVIdeo WARRANTY. All warranties on Consumer or Manufactured Products (as those terms are defined by Federal law) are assigned, without recourse. iVideo makes no warranties of any kind, express or implied, concerning Manufactured Products and expressly disclaims all implied warranties of merchantability, fitness or use for a particular purpose, and any other warranties to the fullest extent permitted by state or federal law. Notwithstanding anything herein to the contrary, Purchaser agrees that Purchaser has not substantially performed under the Contract unless Purchaser has paid iVideo all sums due hereunder. Further, Purchaser acknowledges that iVideo shall not be obligated to perform any warranty work hereunder until Purchaser has paid the Total Contract Price in full. iVideo shall not be liable for any damages that arise out of the failure to mitigate any damages or perform any warranty repairs that are in any way related to Purchaser's failure to pay timely the Total Contract Price hereunder. Purchaser shall mitigate any warranty conditions or resulting damages that iVideo does not cure under the iVideo Warranty due to Purchaser's failure to pay the Total Contract Price.

Returns: Any equipment returned to iVideo must be approved by iVideo. Standard equipment items returned are subject to a 10% processing fee and may be subject to an additional manufacturer's restocking fee. Products will not be accepted for return without complete, original packaging and must be in new condition. All software sales are final and any custom-built items are not returnable.

<u>Security</u> <u>Agreement:</u> By placing an order the purchaser agrees to iVideo' continued secured interest in the equipment or system until such time as the Purchaser's financial obligation to iVideo is complete. iVideo retains the right to reclaim the equipment or system if Purchaser does not complete their financial obligations.

Shipping and Insurance: All orders are freight on board Cleveland, OH. Unless otherwise state shipping charges and insurance are the responsibility of the Purchaser. The shipping charges shown in the proposal are estimates and can vary from actual charges billed. iVideo reserves the right to insure shipments at the Purchaser's expense. Upon receipt of the item, Purchaser must inspect it for any and all damage incurred during shipping. It is the Purchaser's responsibility to notify iVideo within 24 hours of any shipping damage. iVideo takes no responsibility for damages caused in shipment.

<u>Delays:</u> iVideo is not liable fiscally or otherwise for delays caused by acts of weather, union strikes, civil disturbances, war, manufacturer's product availability, or other issues. iVideo will make its best efforts to make Purchaser aware of any delays. Delays during installation may cause additional labor charges. If an installation is delayed due to conditions outside the control of iVideo, Purchaser will be invoiced for items specifically ordered for the installation and are yet installed

Installation: Unless otherwise noted in the quote, installation is the responsibility of the purchaser. For quotes that include installation, there will be an additional document Scope of Work that will indicate iVideo and Purchaser's specific responsibilities to the completion of the installation. The Scope of Work is to be signed by Purchaser before the order for installation is processed. Any changes from the Scope of Work requires a Change Order which many cause additional charges to Purchaser.

Business Insurance: All iVideo installation technicians are covered under workman's compensation insurance for the State of Ohio. iVideo is also a Drug Free Workplace. If required iVideo will supply Purchaser with proof of insurance. Any insurance that is required by Purchaser and is not of a type or value currently held by iVideo, the cost of that insurance will be the responsibility of Purchaser.

<u>Validity:</u> The quote is valid for a period of thirty days. After that time iVideo reserves the right to adjust any pricing. For install projects, if the Scope of Work or products purchased changes, iVideo retains the right to adjust the quote accordingly.

## **Terms and Conditions**

Intellectual Property and Coding: The list of materials provide by iVideo constitute a "System" and is the intellectual property of iVideo, including, with limitation, any coding or other work product generated by iVideo in implementing the System. All coding is owned by iVideo and any copies of editable coding are excluded from this sale unless stated elsewhere in the Scope of Work. The quote cannot be shared with persons not employed by Purchaser. By requesting iVideo provide a quote, Purchaser enters into an agreement to bargain and negotiate in good faith. Providing details of the quote with parties outside of iVideo and the Purchaser's organization will constitute a breach of the Contract.

<u>Purchaser</u> <u>Default</u>: Each of the following constitutes an Purchaser Act of Default and a material breach of this Contract by Purchaser for which iVideo shall have the right to terminate the Contract: (1) Purchaser's unreasonably delay of iVideo in the commencement, prosecution, or completion of construction of the Project; (2) Purchaser fails to execute a Change Order required herein; (3) Purchaser fails to reasonably cooperate with iVideo in the selection of materials, coordination of work, and granting access to the Project; (4) Purchaser's voluntary filing of a petition for bankruptcy; (5) Purchaser's failure to pay all or any part of a payment due hereunder, Change Order, or the Total Contract Price when due; or (6) Purchaser's failure to perform any other material obligation contained herein.

<u>Purchaser's</u> <u>Remedies</u>: Purchaser's exclusive remedy due to iVideo's breach of this Contract is limited to the reasonable cost to repair iVideo's defective or substandard work.

Limitation of Claims & Remedies: NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL ANY DAMAGES, INCLUSIVE OF ATTORNEYS' FEES AND COURT COSTS, AWARDED AGAINST IVIdeo TO Purchaser PURSUANT TO ANY CAUSE OF ACTION EXCEED THE TOTAL CONTRACT PRICE AND Purchaser RELEASES IVIDEO FROM ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, ADDITIONAL, KNOWING, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, MENTAL ANGUISH, DIMINUTION OF VALUE, LOSS OF USE OR BENEFIT-OF-THE-BARGAIN, FORESEEABLE OR NOT, ARISING OUT OF OR IN CONNECTION WITH ANY CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY (EXPRESS OR IMPLIED), VIOLATIONS OF THE DECEPTIVE TRADE PRACTICES ACT, ANY TORT, OR ANY OTHER BASES OF LIABILITY. ANY ACTION OR CLAIM, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS COVERED BY THIS CONTRACT OR CONSTRUCTION OF THE Project MUST BE BROUGHT WITHIN TWO YEARS AND ONE DAY OF THE DATE THE CAUSE OF ACTION ACCRUES.

Waiver Of Jury Trial: Purchaser AND iVideo KNOWINGLY AND VOLUNTARILY, WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES, WAIVE THEIR RIGHT TO JURY TRIAL OF ANY DISPUTE.

Assignment, Conflicts & Invalidity of Provision. This Contract may not be assigned without the written consent of all parties hereto. In the event of any conflict between the Contract Documents and all other documents, the Contract Documents shall control. If any term, provision, covenant or condition of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Integration. The Contract Documents constitute the entire agreement of the parties concerning the subject matter hereof, supersede any prior agreement or representations made between Purchaser and iVideo, either written or oral, and may only be modified in writing. This Contract shall inure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, grantees, successors and assigns.

Governing Law & Venue. This Contract and the performance of all the obligations set forth in this Contract shall be governed, construed, and enforced by the laws of the State of Ohio and this Contract shall be performable in the county where the Project is located. The venue for any lawsuit, claim, or arbitration arising out of this Contract shall be in Cuyahoga County, Ohio.

Waiver, Survival and Draftsmen. The terms and conditions contained herein and any attachments hereto may be waived only by written instrument executed by the party waiving compliance, save and except change orders. Any such waiver shall only be effective in the specific instance and for the specific purpose for which it is given and shall not be deemed a waiver of any other provision hereof. The terms and agreements set forth herein shall survive the termination and/or default of this Contract, Substantial Completion, closing, and payment in full of the Total Contract Price. The provisions of this Contract shall be construed without regard to the rule requiring adverse inferences to be drawn against the drafter of this Contract.