

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into and effective as of the last date of execution below (“Effective Date”) and is between the City of Manhattan Beach, a California municipal corporation (“City”) and Western A/V, a California corporation (“Consultant”). City and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party”.

### RECITALS

A. City issued Request for Proposals No. 1319-24 on February 13, 2024, titled “Council Chambers Audio-Visual and Broadcasting.” Consultant submitted a proposal dated March 20, 2024, in response to the RFP.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant as an independent contractor and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

#### 1. Consultant’s Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the “Services”) for audio-video and broadcasting systems upgrade, attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes to the scope or cost of work must be in writing and mutually agreed upon by the Parties.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the Information Technology Director, or such other person designated in writing by the Information Technology Director (the “City Representative”). For the purposes of this Agreement, the Consultant Representative shall be Hailey Schellin, Account Executive (the “Consultant Representative”). The Consultant Representative shall directly manage Consultant’s Services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

H. Prevailing Wages. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code. Therefore, as to those services that are “public works”, Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit C** hereto.

**2. Term of Agreement.** The term of this Agreement shall be from the Effective Date until the completion of the Services unless sooner terminated as provided in Section 12 of this Agreement or extended.

### **3. Compensation.**

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant the amounts set forth in the Approved Fee Schedule attached hereto as **Exhibit A**. In no event shall Consultant be paid more than \$791,883.30 (the “Maximum Compensation”) for such Services.

B. Expenses. City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in Exhibit A. In no event shall City reimburse Consultant for any other expenses.

C. Unauthorized Services and Unanticipated Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant’s performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the Parties. At the request of the Consultant, the City Council may, in writing, reimburse Consultant for an unanticipated expense at its

actual cost. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

#### **4. Method of Payment.**

A. Invoices. Consultant shall submit to City an invoice, every two weeks based on the Services performed pursuant to this Agreement. Invoices must be submitted to Accounts Payable email address at [invoices@manhattanbeach.gov](mailto:invoices@manhattanbeach.gov) and/or mailing address City of Manhattan Beach City Hall, 1400 Highland Avenue, Manhattan Beach, CA 90266, Attn: Accounts Payable c/o Information Technology Department. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past-due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

**5. Independent contractor.** Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

#### **6. Information and Documents.**

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property

located within the City. A response to a subpoena or court order shall not be considered “voluntary,” provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City’s right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City’s property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City’s sole property and may be used, reused or otherwise disposed of by City without Consultant’s permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant’s covenants under this Section shall survive the expiration or termination of this Agreement.

**7. Conflicts of Interest.** Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant’s Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative’s prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

## **8. Indemnification, Hold Harmless, and Duty to Defend.**

### **A. Indemnities.**

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement.

3) Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws.

4) City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

5) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant

shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

## **9. Insurance.**

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Technology Professional Liability/Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with minimum limits of not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

a) The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the City may be endorsed onto the Consultant's Cyber Liability Policy as covered property as follows:

b) Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Consultant.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer authorized or admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self- insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.



K. Broader Coverage/Higher Limits. If Consultant maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

L. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

## **10. Mutual Cooperation.**

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

**11. Records and Inspections.** Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

## **12. Termination of Agreement.**

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have

no other claim against City by reason of such termination, including any claim for compensation.

**13. Force Majeure.** Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, judicial orders, enemy or hostile governmental action, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

**14. Default.**

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**15. Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:

Attn: Information Technology Director  
City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, California 90266  
Telephone: (310) 802-5067  
Email: mguardado@manhattanbeach.gov

If to Consultant:

Attn: Hailey Schellin  
Western Audio Visual & Broadcasting  
1592 N. Batavia Street, Suite 2  
Orange, CA 92867  
Telephone: (714) 637-7272  
Email: haileys@wav1.com

With a courtesy copy to:

Quinn M. Barrow, City Attorney  
1400 Highland Avenue  
Manhattan Beach, California 90266  
Telephone: (310) 802-5061  
Email: qbarrow@rwglaw.com

**16. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

**17. Prohibition of Assignment and Delegation.** Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

**18. No Third Party Beneficiaries Intended.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

**19. Waiver.** No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

**20. Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall

be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

**21. Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

**22. Non-Appropriation of Funds.** Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

**23. Exhibits. Exhibits A, B, and C** constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

**24. Entire Agreement and Modification of Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

**25. Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

**26. Word Usage.** Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

**27. Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

**28. Business Days.** “Business days” means days Manhattan Beach City Hall is open for business.

**29. Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

**30. Attorneys’ Fees.** In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

**31. Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

**32. Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

**33. Corporate Authority.** Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

City:

City of Manhattan Beach,  
a California municipal corporation

Consultant:

Western A/V,  
a California corporation

By: \_\_\_\_\_  
Name: Bruce Moe  
Title: City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Liza Tamura  
Title: City Clerk

**PROOF OF AUTHORITY TO BIND  
CONTRACTING PARTY REQUIRED**

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Quinn M. Barrow  
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By: \_\_\_\_\_  
Name: Steve Charelian  
Title: Finance Director

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Name: Miguel Guardado  
Title: Information Technology Director

## **EXHIBIT A**

### **SCOPE OF SERVICES AND APPROVED FEE SCHEDULE**

#### **Statement of Work**

Consultant will provide all engineering, project management, installation, programming, equipment, and training, as well as the inclusion of all applicable taxes, prevailing wages, and freight charges for the following specified systems:

- Council Chambers Audio-Visual and Broadcasting (“project”)

#### **Cost**

The overall agreement cost is \$791,883.30 and includes the following:

- Project Price - \$687,913.86
  - Any equipment/cost changes need to be mutually accepted by the parties
  - Amount includes all sales tax, electronic waste tax, prevailing wages, and freight charges as detailed in the Price Summary
- Warranty and Preventative Maintenance - \$68,523.75 (Years 2 – 5)
  - Cost Breakdown
    - Year 1 - INCLUDED IN THE PROJECT PRICE (\$9,136.50 - 50% off of the standard maintenance cost of \$18,273)
      - Start Date: 30 days after Project Closure
    - Year 2 = \$13,704.75 (25% Off of the standard maintenance cost of \$18,273)
    - Year 3 = \$18,273.00
    - Year 4 = \$18,273.00
    - Year 5 = \$18,273.00
- Contingency for unforeseen project expenses during implementation - \$34,445.69 (5% of the not-to-exceed amount)

#### **Subcontractors**

Consultant has one subcontractor for this project for Ross Certified Training.

#### **Warranty and Preventative Maintenance**

The AV systems are warranted against all defects of materials and workmanship, as a system, as well as individual components, for a period of 1 year starting 30 days after project closure. If a manufacturer’s warranty of the respective equipment is for a longer term, the manufacturer’s warranty will prevail. The service and preventative maintenance are to be performed in accordance with the terms and conditions identified in Exhibit B.

## **Project Management**

Consultant will provide overall planning of the project and will coordinate with the City to accomplish the project scope. Consultant will coordinate the installation of the audio-video and broadcasting systems upgrade in the City Council Chambers following the defined planning, implementation, and closure tasks throughout the project.

### **Project Management Activities and Deliverables**

Consultant will manage and coordinate the resources necessary for project completion together with the City, including:

- Conduct a Kick-off meeting to define roles and responsibilities
  - City will identify a project lead to work with the Consultant Project Manager
  - Finalize equipment list for ordering
- Develop an initial project schedule following the City project (equipment and completion dates) requirements including critical milestones
- City shall approve the proposed project schedule and implementation
- Assign resources and manage the completion of tasks as defined in the project schedule
- Provide project coordination
- Provide a Project Closure Form to the City at the completion of the project

Consultant's project management team will ensure the appropriate tools and methods are used to reduce risk while increasing efficiency. Five processes will be implemented by Consultant to ensure the project is successful (i.e. project initiating, planning, executing, monitoring/controlling, and closing).

- 1) Project Initiating
  - a) Identify project objective(s), key stakeholders, critical dates, and project expectations
- 2) Planning
  - a) Implement a management plan to ensure the scope, schedule, and cost remain on track
- 3) Executing
  - a) Include quality assurance and stakeholder engagement; secure and build the team
- 4) Monitoring
  - a) Monitor the project scope and expectations, identify and manage project risks, track and process change requests as well as status and overall project progress (project manager)
- 5) Closing
  - a) Deliver the project closure document for sign-off to the City



### **Additional Project Activities**

- During project implementation, Consultant will provide audio-video and broadcasting support with all City meetings moved to another facility
  - Support and equipment (if any) to be provided onsite for the duration of the meeting at no additional cost
- Post-implementation, Consultant will provide audio-video and broadcasting support for two (2) City Council meetings (at no additional cost and included with the implementation), two (2) Planning Commission meetings (optional, to be billed upon completion), and two (2) other Commission meetings (optional, to be billed upon completion)
  - Consultant support services to be provided onsite for the duration of the meeting
- Training
  - Consultant to provide training and training reference materials on the new equipment to the following:
    - Information Technology staff
    - Pegasus, the broadcast consultant

### **Fee Schedule**

- Equipment Progress Billing
  - 100% upon delivery of the equipment at the selected City of Manhattan Beach facility
    - Consultant employee to deliver and confirm with designated City representative the quantities of items delivered per the bill of materials listed in the Price Summary in this Exhibit A
- Labor Progress Billing
  - 30% after cable pulls and structure completion
  - 30% upon equipment installation
  - 30% after programming completion
  - 10% after punch-list, training, and four weeks after implementation
  - Payment conditions
    - Labor will be paid per actual services rendered in accordance with the progress billing phases and section 4 of this Agreement.
    - Services to be provided during the City of Manhattan Beach's regular work schedule, Monday through Thursday from 7:30 am to 5:30 pm and Friday from 7:30 am to 4:30 pm unless both parties agree otherwise.
- Extended Maintenance
  - To be billed annually at the beginning of the respective maintenance year

### **Project Methodology**

Consultant will provide the following services and equipment for the project, including all equipment listed in the Price Summary in this Exhibit A:

**1. Sound Reinforcement System upgrade**

a) remove old equipment and cabling and replace it with new equipment and wiring

**2. Video Presentation and Control system**

a) remove old equipment and install the new hardware

b) Sources within the Signal distribution & Switching System:

- Control Room Web conferencing PC (Owner Furnished)
- Lectern PC
- Clerk PC
- Votecast Display Server
- Aux HDMI Input (location TBD)
- 4k UHD Visualizer/Document Camera
- Broadcast Feed

**3. Dais Video and Audio Monitoring System**

a) equipment replacement

**4. Member Annotator**

a) provide single presentation device

**5. Digital Name Plate System**

a) provide 11 new digital nameplates

**6. Furniture, UPS, and Desktop System**

a) resurface dais and provide other component updates

**7. Camera, Robotics Systems & Graphics System**

a) replace cameras and respective equipment in the Council Chambers and Control Room

**8. Switcher, Mixer, and Monitoring Systems**

a) replace the Production Switching system and related components

**9. Terminal, Routing Hardware, and Conversion**

a) install all required converters

**10. Network, Recording Systems, and Closed Captions System**

a) install all necessary components

b) replace the equipment required for the captioning vendor's connection to the system (captioning encoder, etc.) pending further investigation of the current closed caption encoder;

- Price Summary to be updated accordingly (remove Tightrope captions alternative)

**11. Console Racks and Support Equipment**

a) provide custom command control console furniture and rack hardware and the exact design and layout are to be determined by the City

b) provide all necessary equipment

**12. PC/Server Equipment, Web streaming**

- a) provide rack workstation to be used for the Engineering PC.
- b) provide web streaming device that will allow the City to stream to YouTube and/or Facebook

**13. KVM and UPS Equipment**

- a) install the new replacement components

**14. Video Playback and Control**

- a) replace the necessary components

**15. Miscellaneous**

- a) Provide and install a new workstation console in the Control Room
- b) Provide and install all necessary UPS battery backup, surge protection (rack power, etc.), cabling, extenders, connectors, and hardware to install turnkey systems in the Council Chambers, Control Room, and Lobby
- c) Provide, install, and configure POE+ managed network switch in support of the AV system
- d) Electrical C10 work is included in the project scope

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# PRICE SUMMARY

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
<b>Sound Reinforcement</b>						
14	Shure	MX415RLPDF/C	15" Cardioid Dualflex Gooseneck Microphone with Red Top LED	\$	196.00	\$ 2,744.00
14	Shure	MX400SMP	Shock Mount Preampifier	\$	108.00	\$ 1,512.00
1	Shure	ULXD4Q-G50	Quad-Channel Digital Wireless Receiver	\$	5,019.00	\$ 5,019.00
2	Shure	ULXD2/B58-G50	Handheld Wireless Transmitter with BETA 58A Microphone	\$	556.00	\$ 1,112.00
2	Shure	ULXD1-G50	Digital Wireless Bodypack Transmitter	\$	442.00	\$ 884.00
2	Shure	WL185	Microflex Cardioid Lavalier Microphone	\$	100.00	\$ 200.00
2	Shure	UA664US	Wall-Mounted Wideband Antenna	\$	377.00	\$ 754.00
2	Shure	UA850	50' Antenna Cable	\$	88.00	\$ 176.00
4	Shure	SB900B	Rechargeable Lithium-Ion Battery	\$	89.00	\$ 356.00
2	Shure	SBC200-US	Dual Docking Recharging Station with Power Supply	\$	205.00	\$ 410.00
6	Clock Audio	TS003	Touch sensitive switch and RGB Halo ring combination	\$	142.00	\$ 852.00
1	Biamp	TesiraFORTÉ AVB VT	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface	\$	2,689.00	\$ 2,689.00
1	Biamp	TesiraFORTÉ AVB CI	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, and AEC technology (all 12 inputs)	\$	2,506.00	\$ 2,506.00
4	Biamp	Tesira EX-LOGIC	PoE controller with 16 logic GPIO	\$	429.00	\$ 1,716.00
1	Biamp	TesiraCONNECT TC-5	5-port expansion device	\$	826.00	\$ 826.00
1	Biamp	Parlé TCM-X White	Low profile Beamtracking ceiling microphone, white (Ambient Room Pickup)	\$	1,345.00	\$ 1,345.00
2	Biamp	Desono DX-IC6-W	6.5" High Efficiency Coaxial In-Ceiling Loudspeaker w/ HF compression driver, 8 Ohm or 70V/100V operation, white (Lobby)	\$	162.00	\$ 324.00
6	Biamp	Desono EX-S6-CM-W	6.5" Coaxial Surface Mount Indoor/Outdoor Loudspeaker, 8 Ohm or 70V/100V operation with pan-tilt bracket, white (Council Chamber)	\$	300.00	\$ 1,800.00
1	Biamp	Voltera A 600.4	Four-channel, 600-watt analog amplifier	\$	945.00	\$ 945.00
1	Listen Technologies	LS-58-072	Listen iDSP Advanced Level III Stationary RF System (72 MHz)	\$	2,040.00	\$ 2,040.00
<b>Video Presentation and Control</b>						
2	Samsung	QB98T-B	98" Commercial 4K UHD LED Display, 350 nits	\$	6,447.00	\$ 12,894.00
1	Samsung	QM55C	55" Commercial 4K UHD LED Display, 500 nits	\$	1,114.00	\$ 1,114.00
1	Samsung	IAC 130 2K	ALL IN ONE IAC 130 2K 1.5 MM 1000 NIT / 500 NIT 6000 1	\$	39,500.00	\$ 39,500.00
2	Chief	XCB1U	Fusion® Extra-Large Single Pole Flat Panel Ceiling Mount	\$	859.00	\$ 1,718.00
1	Chief	TS318TU	Medium Thinstall™ Dual Swing Arm Wall Display Mount - 18 inch Extension	\$	317.00	\$ 317.00
7	Crestron	DM-NVX-360	DM NVX® 4K60 4.4:4 HDR Network AV Encoder/Decoder (Granicus Dais Positions)	\$	1,266.00	\$ 8,862.00
6	Crestron	DM-NVX-E30	DM NVX® 4K60 4.4:4 HDR Network AV Encoder	\$	795.00	\$ 4,770.00
4	Crestron	DM-NVX-D200	DM NVX® 4K60 4.2:0 Network AV Decoder with Scaler (Display 1, Display 2, Lobby Display, Dais)	\$	795.00	\$ 3,180.00
2	Crestron	DM-NVX-E30C	DM NVX® 4K60 4.4:4 HDR Network AV Encoder Card (Web PC, VDS)	\$	795.00	\$ 1,590.00
1	Crestron	DM-NVX-D30C	DM NVX® 4K60 4.4:4 HDR Network AV Decoder Card	\$	795.00	\$ 795.00
1	Crestron	DMF-CI-8	DigitalMedia™ Card Chassis	\$	1,223.00	\$ 1,223.00
1	Crestron	HD-DA8-4KZ-E	1.8 HDMI® Distribution Amplifier w/4K60 4.4:4 & HDR Support	\$	612.00	\$ 612.00
8	FSR	SYM-CL-2AC1CC-ABB	Symphony On-Table USB & AC Charger	\$	181.00	\$ 1,448.00
<b>Sourcees</b>						
				Control Room Web Conferencing PC		<i>Owner Furnished</i>
				Lectern PC		<i>Owner Furnished</i>
				Clerk PC		<i>Owner Furnished</i>
				VoteCast Display Server		<i>Owner Furnished</i>
1	Wolfvision	VZ-3neo.UHD	Aux. HDMI Input (Location T.B.D.) 4K UHD Visualizer/Document Camera Broadcast Feed Barco Clickshare	\$	2,439.00	\$ 2,439.00
1	Crestron	CP4N	4-Series™ Control System	\$	1,712.00	\$ 1,712.00
7	Crestron	TSW-570P-B-S	5 in. Wall Mount Touch Screen, Portrait, Black Smooth (Dais Control)	\$	673.00	\$ 4,711.00
2	Apple		10.9-inch iPad Wi Fi 64GB - Silver	\$	499.00	\$ 998.00
2	Apple		Crestron Control Application	\$	110.00	\$ 220.00
2	iPort	72340	CONNECT Pro Case for iPad 10.9" 10th gen Black	\$	278.00	\$ 556.00
2	iPort	72352	CONNECT PRO - BaseStation - Black	\$	278.00	\$ 556.00
2	Netgear	GSM230PX-100NAS	AV Line Managed Switch - 40 Ports - Manageable - 3 Layer Supported - Modular - 89.20 W Power Consumption - 960 W PoE Budget	\$	1,934.00	\$ 3,868.00
1	Netgear	WAC104	Wireless Desktop Access Point	\$	84.00	\$ 84.00
1	DSAN	PRO-2000	Limitimer System - Controller & Podium Light	\$	1,000.00	\$ 1,000.00
2	DSAN	ASL4-ND3	Audience Signal Light	\$	917.00	\$ 1,834.00
<b>Dais Video and Audio Monitoring</b>						
8	Planar	PCT2235	22" LCD Touchscreen Monitor, 1920 x 1080	\$	264.00	\$ 2,112.00
8	RDL	DB-PSP1	Decora-Style Active Loudspeaker, Black	\$	198.00	\$ 1,584.00
8	RDL	PS-24AS	24 Vdc Switching Power Supply	\$	26.00	\$ 208.00
8	Custom		Custom Desktop Enclosures for Speaker and Touchscreen	\$	723.00	\$ 5,784.00

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
<b>8-Member Annotator</b>						
1	Extron	60-1731-01	4K/60 Annotation Processor with USB Extension		\$ 4,705.00	\$ 4,705.00
1	Beetronics	15HB9M	15 Inch HD Touchscreen Metal		\$ 999.00	\$ 999.00
1	Barco	R9861611USB2	C-10 Gen. 2 Clickshare Wireless Presentation Gateway		\$ 1,417.00	\$ 1,417.00
<b>Digital Name Plate</b>						
11	Bluetin	BLFN-20-3008-1132	24" LCD Monitor (1920 x 360) with Built-In Signage Appliance		\$ 750.00	\$ 8,250.00
11	Custom		Mounts for Nameplates		\$ 84.00	\$ 924.00
1	Netgear	GS116PP-100NAS	16-Port 183W PoE/PoE+ Gigabit Ethernet Unmanaged Switch		\$ 242.00	\$ 242.00
1	CDS		Control Software for 11 Nameplates (Yearly Fee)		\$ 1,577.00	\$ 1,577.00
<b>Furniture, UPS, Desktop</b>						
1	Raloy	RF117HD-CATx	1U 17" HD (1080p) LED Rack Console - with Integrated Cat6 KVM Switch, 16-Port - 1		\$ 2,156.00	\$ 2,156.00
10	Raloy	RDG-100H	HDMI USB Dongle for CAT6 KVM		\$ 96.00	\$ 960.00
1	Middle Atlantic	SRSR-4-14	SRSR Rack System, 14RU's		\$ 638.00	\$ 638.00
2	Middle Atlantic	UPX-2000R-2	NEXSYS™ 2000VA, 20 Amp UPS Backup Power System, Bank Outlet Control		\$ 1,500.00	\$ 3,000.00
1	Middle Atlantic	PDC-915R-6	Rackmount Power, 6 Outlet Control, 9 Outlet, 15A, & 2-Stage Surge Protection		\$ 234.00	\$ 234.00
1	DWI	Custom	Custom ADA Lectern		\$ 7,223.00	\$ 7,223.00
1	Denon	DN-900R	Audio Recorder w/Network SD, USB, FTP send		\$ 833.00	\$ 833.00
<b>Council Chamber Upgrade Equipment Sub-Total:</b>						<b>\$ 163,877.00</b>

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
<b>Miscellaneous Materials</b>						
				Cable & Connectors	\$	5,308.00
				Installation Hardware & Accessories	\$	1,770.00
				Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	\$	1,770.00
<b>Miscellaneous Materials Sub-Total:</b>						<b>\$ 8,848.00</b>

<b>Integration Labor</b>						
				Engineering & Drafting	\$	13,600.00
				Control Programming	\$	11,200.00
				Project Management	\$	3,667.00
				Staging & Assembly	\$	734.00
				Installation & Testing	\$	55,720.00
				Training, Closing, & Commissioning	\$	8,400.00
				Travel	\$	-
				Sub-Contract	\$	11,334.00
				G & A	\$	2,880.00
<b>Integration Labor Sub-Total:</b>						<b>\$ 107,535.00</b>

<b>Extended Warranty &amp; Maintenance Agreement</b>				Years	Price
			Extended Service Plan	1	\$ 3,500.00
<b>Service Sub-Total:</b>					<b>\$ 3,500.00</b>

<b>Council Chamber Upgrade Totals</b>						
				Total Equipment	\$	172,725.00
				Total Labor	\$	107,535.00
				Equipment and Labor Subtotal	\$	280,260.00
				Total Shipping	\$	4,904.00
				Additional Shipping for Overnight or Large Items	\$	-
				Subtotal	\$	285,164.00
				Sales Tax	9.50%	\$ 16,874.76
				Electronic Waste Fee 4" - 14" (\$4.00)	QTY: 9	\$ 36.00
				Electronic Waste Fee 15" - 34" (\$5.00)	QTY: 20	\$ 100.00
				Electronic Waste Fee 35" and Greater (\$6.00)	QTY: 3	\$ 18.00
				Electronic Waste Fee Total	\$	154.00
				Total Service Agreement	\$	3,500.00
				Bond (if required)	\$	-
<b>Total:</b>						<b>\$ 303,942.76</b>

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
<b>Camera/Robotics Systems &amp; Graphics</b>						
6		Panasonic	AW-HE145KKPJ	Full-HD Professional PTZ Camera, Black	\$ 10,865.00	\$ 65,190.00
1		Panasonic	AW-RP150GJ5	Touchscreen Remote Camera Controller	\$ 5,124.00	\$ 5,124.00
6		Custom		Camera Brackets	\$ 250.00	\$ 1,500.00
<b>Xpression 1 RU 1 Channel Rack Unit HD Character Generator</b>						
1		Ross	XSTS-0001	XPression Studio Single Channel (SW Only)	\$ 20,983.00	\$ 20,983.00
1		Ross	XPN-1RU-M8	XPression 1RU HD-SDI Chassis (HW Only)	\$ 13,189.00	\$ 13,189.00
1		Ross	XPN-KBD	XPression Custom Keyboard	\$ 1,450.00	\$ 1,450.00
<b>Switcher, Mixer and Monitoring Systems</b>						
<b>Carbonite ULTRA Frame w/2 ME License, MV 2 &amp; 4, 2 Ex PS, Fsvnc Add</b>						
1		Ross	CUF-124	Carbonite Ultra Engine NO PSU Included	\$ 11,133.00	\$ 11,133.00
1		Ross	CUF-ADD-ME2	HD ME 2 License	\$ 6,417.00	\$ 6,417.00
1		Ross	CUF-ADD-I/OPLUS	Add All HD FSFC/CC/PA	\$ 2,139.00	\$ 2,139.00
1		Ross	CUF-ADD-MV2&4	ADD HD MultiViewer 2 and 4	\$ 1,070.00	\$ 1,070.00
1		Ross	XD50-0001-CPS	XPression LiveCG Software Only License		
2		Ross	CUF-PSU	Carbonite Ultra Standard Power Supply	\$ 530.00	\$ 1,060.00
<b>Touch Drive TD2 2 ME Switcher Control Panel</b>						
1		Ross	TD2-PANEL	TouchDrive 2 ME Panel	\$ 13,797.00	\$ 13,797.00
1		Ross	TD-TouchScreen	TouchDrive TouchScreen Display	\$ 913.00	\$ 913.00
2		Ross	CUF-PSU	Carbonite Ultra Standard Power Supply	\$ 530.00	\$ 1,060.00
1		Presonus	StudioLive 32SC	Series III S 32-Channel Subcompact Digital Mixer/Recorder/Interface	\$ 1,728.00	\$ 1,728.00
1		Mackie	Big Knob Passive	Passive 2x2 Studio Monitor Controller	\$ 66.00	\$ 66.00
1		Blackmagic Design	HDL-AUDMON1RU12G	Audio Monitor 12G	\$ 1,220.00	\$ 1,220.00
2		Genelec	8030CP	Active Two-Way 5-inch 60W Studio Monitor (Single), Producer Finish	\$ 762.00	\$ 1,524.00
2		Plura	PBM-317-3G	17" 3G Broadcast Monitor (1920x1080) Class A 3Gb/s Ember+ Optional	\$ 2,917.00	\$ 5,834.00
2		NEC	M551	MultiSync 55" Monitor HDR 4K UHD Commercial IPS LED	\$ 1,821.00	\$ 3,642.00
4		Dell	P2422H	23.8" 16.9 IPS Monitor wHDMI/DP/VGA	\$ 158.00	\$ 632.00
2		Chief	XTMIU	Fusion Series Tilting Landscape wall mount	\$ 289.00	\$ 578.00
6		Ergotron	45-241-026	Rack Console Monitor Arms	\$ 166.00	\$ 996.00
<b>Terminal, Routing Hardware and Conversion</b>						
1		Ross	SRG-2200	Master Reference and Test Signal Generator	\$ 6,545.00	\$ 6,545.00
2		Ross	OGX-FR-CN	openGear OGX Frame with Cooling and Advanced Networking	\$ 2,479.00	\$ 4,958.00
2		Ross	PS-OGX	600 Watt Universal Power Supply for OGX Frame	\$ 825.00	\$ 1,650.00
2		Ross	MUX-8258-4C-R2C	HD/SD 4 Channel Analog audio Multiplexer with Rear I/O	\$ 1,670.00	\$ 3,340.00
2		Ross	DMX-8259-4C-R2C	3G/HD/SD 4 Channel Analog Audio Demultiplexer with Rear I/O	\$ 1,670.00	\$ 3,340.00
2		Ross	SRA-8802-R2	High Performance 3G Reclocking DA w/ Rear Module	\$ 582.00	\$ 1,164.00
2		Ross	UDA-8705A-R2	Analog Video Utility Distribution Amplifier with 20-Slot frame Rear Module, R2-8705	\$ 403.00	\$ 806.00
4		Ross	ADA-8405-C-R2C	Analog Audio and Timecode DA with Remote Gain with Rear Module	\$ 500.00	\$ 2,000.00
1		Ross	NTP-2200	NTP Time Synchronizing Option	\$ 982.00	\$ 982.00
4		Bittree	B64H-2MWTHD	Video Patch Panel mini-weco 2 x32 1.5ru	\$ 1,272.00	\$ 5,088.00
1		Blackmagic Design	VHUBSMAS12G4040	Videohub 40x40 12G	\$ 3,946.00	\$ 3,946.00
2		Blackmagic Design	VHUBWMSTRCL/PRO	Videohub Master Control Pro	\$ 746.00	\$ 1,492.00
1		AJA	FS2	Dual Channel Universal 3G/HD/SD Audio/Video Frame Sync/Converter	\$ 4,584.00	\$ 4,584.00
2		AJA	ROI-HDMI	HDMI to SDI with Region of Interest Scaling and HDMI Loop Through Scaling Mini Converter	\$ 1,153.00	\$ 2,306.00
2		AJA	HA5-Plus	HDMI to 3G-SDI with DSLR Format Support Mini Converter	\$ 468.00	\$ 936.00
6		AJA	HI5-Plus	3G-SDI to HDMI with PsF to P Support Mini Converter	\$ 468.00	\$ 2,808.00
2		AJA	U-TAP-SDI	HD/SD USB 3.0 Capture Device	\$ 407.00	\$ 814.00
<b>Networking, Recording Systems and Closed Captions</b>						
1		Netgear	GSM4230PX-100NAS	AV Line Managed Switch - 40 Ports - Manageable - 3 Layer Supported - Modular - 89.20 W Power Consumption - 960 W PoE Budget	\$ 1,934.00	\$ 1,934.00
4		Blackmagic Design	HYPERD/ST/DCHP	HyperDeck Studio HD Plus	\$ 687.00	\$ 2,748.00
4		Sandisk	SDSDXXXD-128G-ANCIN	128GB Extreme PRO UHS-I SDXC Memory Card	\$ 32.00	\$ 128.00

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
<b>Console Racks and Support Equipment</b>						
1	Laguna Designs	Custom	Broadcast Console		\$ 16,667.00	\$ 16,667.00
<b>PC/Server Equipment, Webstreaming</b>						
1	Dell	Precision 3260 Compact Workstation	13th Gen Intel® Core™ i9-13900 (36 MB cache, 24 cores, 32 threads, 2.00 GHz to 5.60 GHz Turbo, 65 W)		\$ 1,988.00	\$ 1,988.00
			Windows 11 Pro, English, French, Spanish			
			Intel Integrated Graphics ready for discrete graphics upgrade			
			32 GB: 2 x 16 GB, DDR5, 5600MT/s, SO-DIMM, non-ECC			
			512 GB, M.2, Gen 4 PCIe NVMe, SSD, Class 40			
1	AJA	HELO Plus	H.264/MPEG-4 HD/SD Recorder / Streaming Appliance		\$ 1,731.00	\$ 1,731.00
<b>KVM and UPS Equipment</b>						
1	Black Box	KV1416A-R2	CX(KVM) Switch Server w/4 Users and 16 PC		\$ 2,613.00	\$ 2,613.00
2	Black Box	KV-REM	KVM Remote Unit User Stations		\$ 691.00	\$ 1,382.00
5	Black Box	KV1408A	Access Module - DisplayPort, USB, and Audio, CATx		\$ 363.00	\$ 1,815.00
2	APC	SMT750RM2UC	Smart-UPS Backup & Surge Protect SmartConnect		\$ 653.00	\$ 1,306.00
<b>TV Broadcast Equipment Sub-Total:</b>						<b>\$ 239,716.00</b>
<b>Miscellaneous Materials</b>						
				Cable & Connectors	\$	2,813.00
				Installation Hardware & Accessories	\$	844.00
				Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	\$	594.00
<b>Miscellaneous Materials Sub-Total:</b>						<b>\$ 4,251.00</b>
<b>Integration Labor</b>						
				Engineering & Drafting	\$	7,934.00
				Control Programming	\$	-
				Project Management	\$	2,934.00
				Staging & Assembly	\$	734.00
				Installation & Testing	\$	36,960.00
				Training, Closing, & Commissioning	\$	7,840.00
				Travel	\$	-
				Sub-Contracted Cost for		
				Ross Training	\$	25,417.00
				G & A	\$	4,067.00
<b>Integration Labor Sub-Total:</b>						<b>\$ 85,886.00</b>
<b>Extended Warranty &amp; Maintenance Agreement</b>						
				Extended Service Plan	1	\$ 4,636.50
<b>Service Sub-Total:</b>						<b>\$ 4,636.50</b>
<b>TV Broadcast Totals</b>						
				Total Equipment	\$	243,967.00
				Total Labor	\$	85,886.00
				Equipment and Labor Subtotal	\$	329,853.00
				Total Shipping	\$	7,231.00
				Additional Shipping for Overnight or Large Items	\$	-
				Subtotal	\$	337,084.00
				Sales Tax	9.50%	23,863.81
				Electronic Waste Fee 4" - 14" (\$4.00)	QTY: 0	\$ -
				Electronic Waste Fee 15" - 34" (\$5.00)	QTY: 6	\$ 30.00
				Electronic Waste Fee 35" and Greater (\$6.00)	QTY: 0	\$ -
				Electronic Waste Fee Total	\$	30.00
				Total Service Agreement	\$	4,636.50
				Bond (if required)	\$	-
<b>Total:</b>						<b>\$ 363,296.06</b>

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
<b>Video Playback and Control</b>						
1		Tightrope Media Systems	CBL-CAPTIONING-500	Pricing for a 500 hour block of the Cablecast Closed Captioning Service. Supports live captioning of meetings and events as well as on-demand captioning of video files. Runs on both Cablecast VIO and FLEX video servers, as well as VIO Stream. Users can input custom vocabularies for increased accuracy.	\$ 3,084.00	\$ 3,084.00
Service to be removed and equipment updated considering the City is utilizing a third party captioning vendor services during City Council and Planning Commission meetings.						
1		Blackmagic Design	VHUBSMTC6G1212	Smart Videohub CleanSwitch 12 x 12 6G-SDI	\$ 1,477.00	\$ 1,477.00
1		Blackmagic Design	CONVMSDIDA4K	Mini Converter SDI Distribution 4K	\$ 312.00	\$ 312.00
1		Marshall Electronics	V-LCD171MD-3G	17.3" Full HD Rackmount Monitor with MD-3GE Module	\$ 1,693.00	\$ 1,693.00
1		Marshall Electronics	ML-702	Dual 7" LCD Rackmount Monitor (3 RU)	\$ 822.00	\$ 822.00
1		Blackmagic Design	CONVMSYNC	Sync Generator	\$ 213.00	\$ 213.00
1		Raloy	RF117HD-CATX	1U 17" HD (1080p) LED Rack Console - with Integrated Cat6 KVM Switch, 16-Port - 1 Local User	\$ 2,156.00	\$ 2,156.00
3		Raloy	RDG-100S	VGA USB Dongle for CAT6 KVM	\$ 75.00	\$ 225.00
1		Netgear	GS116PP-100NAS	16-Port 183W PoE/PoE+ Gigabit Ethernet Unmanaged Switch	\$ 242.00	\$ 242.00
<b>Master Control Playback Equipment Sub-Total:</b>						<b>\$ 10,224.00</b>

**Miscellaneous Materials**

Cable & Connectors	\$ 282.00
Installation Hardware & Accessories	\$ 63.00
Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	\$ -
<b>Miscellaneous Materials Sub-Total</b>	<b>\$ 345.00</b>

**Integration Labor**

Engineering & Drafting	\$ 1,134.00
Control Programming	\$ -
Project Management	\$ -
Staging & Assembly	\$ -
Installation & Testing	\$ 1,600.00
Training, Closing, & Commissioning	\$ 1,600.00
Travel	\$ -
Sub-Contract	\$ -
G & A	\$ 177.00
<b>Integration Labor Sub-Total</b>	<b>\$ 4,671.00</b>

**Extended Warranty & Maintenance Agreement**

	Years	Price
Extended Service Plan	1	\$ 1,000.00
<b>Service Sub-Total</b>		<b>\$ 1,000.00</b>

**Master Control Playback Totals**

Total Equipment	\$ 10,569.00
Total Labor	\$ 4,671.00
Equipment and Labor Subtotal	\$ 15,240.00
Total Shipping	\$ 313.00
Additional Shipping for Overnight or Large Items	\$ -
Subtotal	\$ 15,553.00
Sales Tax 9.50%	\$ 1,033.79
Electronic Waste Fee 4" - 14" (\$4.00) QTY: 0	\$ -
Electronic Waste Fee 15" - 34" (\$5.00) QTY: 4	\$ 20.00
Electronic Waste Fee 35" and Greater (\$6.00) QTY: 0	\$ -
Electronic Waste Fee Total	\$ 20.00
Total Service Agreement	\$ 1,000.00
Bond (if required)	\$ -
<b>Master Control Playback Totals</b>	<b>\$ 17,106.79</b>

**Audio Visual Investment Summary**

Room	Room Qty	Equipment	Shipping & Handling	Sales Tax	eWaste	Labor	Maintenance (Year 1)	Bond	Cost Per Room	TOTAL
Council Chamber Upgrade	1	\$ 172,725.00	\$ 4,904.00	\$ 16,874.76	\$ 154.00	\$ 107,535.00	\$ 3,500.00	\$ -	\$ 305,692.76	\$ 305,692.76
TV Broadcast	1	\$ 243,967.00	\$ 7,231.00	\$ 23,863.81	\$ 30.00	\$ 85,886.00	\$ 4,636.50	\$ -	\$ 365,614.31	\$ 365,614.31
Master Control Playback	1	\$ 10,569.00	\$ 313.00	\$ 1,033.79	\$ 20.00	\$ 4,671.00	\$ 1,000.00	\$ -	\$ 17,606.79	\$ 17,606.79
<b>Base Project Total</b>									<b>\$ 688,913.86</b>	

**EXTENDED WARRANTY & MAINTENANCE RENEWAL SCHEDULE**

STANDARD RENEWAL RATE		\$18,273.00				
		Year 1				
		(INCLUDED)				
Rate	Discount	Year 2	Year 3	Year 4	Year 5	
\$9,136.50	50%	\$13,704.75	\$18,273.00	\$18,273.00	\$18,273.00	\$18,273.00
		25%	0%	0%	0%	

**PROJECT TOTAL: \$688,913.86**

**NOTES:**

This proposal includes the use of prevailing wage rates.

WAVS used the provided "Cost Proposal sheet" as a template for this proposal submission. WAVS proposal attached here will act as the "Not to Exceed" amount.



## **EXHIBIT B**

### **SERVICE AND PREVENTATIVE MAINTENANCE TERMS AND CONDITIONS**

#### **Standard Warranty**

Consultant (referred to as "Western Audio Visual" in this Exhibit B) warrants the Audiovisual System furnished to be free from defects in workmanship (i.e. cables, connections, structures) failure for a period of 1 Year from the date of acceptance or first beneficial use, whichever occurs first. Warranty service for such defects will be handled in a reasonable and timely manner from the time of notification to Western Audio Visual by the Owner or their agent.

Manufacturer's equipment warranties are of varying lengths (usually 90 days to 1 year). Western Audio Visual will warranty this equipment for the term established by the manufacturer on a depot basis only.

Warranty does not apply to any product that has been subject to misuse, neglect, accident or operational error.

#### **Extended Warranty & Maintenance Agreement**

##### **Preventative Maintenance**

A Western Audio Visual qualified technician shall perform pro-actively scheduled preventative maintenance for the Covered Equipment. All of the Covered Equipment will be cleaned, tested, adjusted, and aligned for optimum system performance. A written document shall be provided detailing all services performed, observations, new settings created, any recommendations for equipment replacement and/or upgrades, and any malfunctions found with our recommended solution upon completion of each such visit.

##### **E-mail & Telephone Response Times**

Requests for service & support submitted either via e-mail and/or telephone will receive a response or call-back within the response time guaranteed by the Program Level.

##### **Telephone Technical Support**

A Western Audio Visual qualified technician shall be available for telephone technical support during the normal business hours (PPM\*\*) of Monday - Friday, 8:00 am - 5:00 pm.

##### **On-site Technical Support Responses**

For reported issues that cannot be resolved via technical telephone support, an Western Audio Visual qualified technician shall be available as required for an on-site technical response.

Responses requested by the City outside of normal business hours (Non-PPM\*\*\*) shall be charged at \$180.00 per technician, per hour. There is a 3-hour minimum for each response outside of normal business hours.

### **Complete Equipment Repair and/or Replacement\***

If malfunctioning equipment is found to be the cause of a failure in the system, the equipment shall be repaired and/or replaced to keep the system in good working condition. In addition, all labor for the repair and/or replacement of the covered equipment is included. There shall be no charge for shipping to and from the manufacturer if shipped using standard ground shipping; the cost for expedited shipments shall be charged to City at actual cost.

### **Manufacturer Software Updates/Upgrades**

Manufacturer updates released to optimize equipment performance are installed and updated during either a technical support visit or regularly scheduled preventative maintenance visit.

Please note that Polycom & Cisco video-conferencing products require that an additional manufacturer support program be purchased for each product specifically in order to have full access to all software updates released. Software updates for such products will be chargeable if they are not covered under the additional manufacturer support program.

### **Optional User System Training**

At City's request, Western Audio Visual will perform a basic system operation training to retrain core users, or educate new users. The trainings included are either annually or bi-annually, and are a 1-hour session each.

### **Manufacturer Repair Case Management**

Western Audio Visual shall facilitate the repair and/or replacement of the equipment with the appropriate manufacturer.

### **Systems Operator**

At City's request, Western Audio Visual will provide a knowledgeable technician familiar with the installed system to serve as a systems operator. The cost shall be at a discounted rate of \$95.00 per technician, per hour during the normal business hours (PPM\*\*) of Monday – Friday, 8:00 am - 5:00 pm, and/or \$125 per technician, per hour outside of normal business hours (Non-PPM\*\*\*).

### **Labor for Projector Lamp Replacement**

At City's request, Western Audio Visual will perform projector lamp replacements to ensure proper installation and exchange per the manufacturer's recommendations. The lamp life must be in excess of 90% of the rated lamp life, or a lamp warning indication must be displayed. Lamp filters will be cleaned and lamp life timers will be reset as well. The customer is responsible for the cost and/or providing the replacement lamp.

### **Notes**

\*Some restrictions may apply, please see the exclusions for additional information.

\*\*Principle Period of Maintenance (PPM): Defined as the normal business hours of Monday – Friday, 8:00 am – 5:00 pm (PST), excluding Western Audio Visual holidays.

\*\*\*Non-Principle Period of Maintenance (Non-PPM): Defined as all hours outside of normal business hours, Monday – Friday, Saturdays, & Sundays.

For additional sites, rooms, and/or equipment that are not covered by a Western Audio Visual service contract, a minimum fee of \$210.00 will apply. This fee includes 2 hours of labor and travel. Each additional hour thereafter will be charged at \$95.00.

# EXTENDED WARRANTY PLANS

## SERVICE PLUS BENEFITS

PROACTIVE PREVENTATIVE MAINTENANCE VISITS	UP TO FOUR (4) VISITS PER YEAR
EMAIL & TELEPHONE RESPONSE TIMES (PRINCIPLE PERIOD OF MAINTENANCE**)	RESPONSE WITHIN FOUR (4) HOURS
TELEPHONE TECHNICAL SUPPORT (PRINCIPLE PERIOD OF MAINTENANCE**)	INCLUDED
ON-SITE TECHNICAL SUPPORT RESPONSES (PRINCIPLE PERIOD OF MAINTENANCE**)	12 BUSINESS HOURS
ON-SITE TECHNICAL SUPPORT RESPONSES (NON-PRINCIPLE PERIOD OF MAINTENANCE**)	\$120.00 PER TECH/HOUR, 3-HOUR MINIMUM, \$180.00 AFTER HOURS, \$240.00 SAT. & SUN.
COMPLETE EQUIPMENT REPAIR AND/OR REPLACEMENT	INCLUDED
GROUND SHIPMENT	INCLUDED
EXPEDITED SHIPMENT MANUFACTURER	ACTUAL COST
SOFTWARE UPDATES/UPGRADES OPTIONAL USER	INCLUDED
SYSTEM TRAINING	INCLUDED, TWO (2) SESSIONS
PRIORITY SERVICE STATUS	INCLUDED
MANUFACTURER REPAIR CASE MANAGEMENT	INCLUDED
SYSTEMS OPERATOR	\$95.00 PER TECH/HOUR
LABOR FOR PROJECTOR LAMP REPLACEMENT	INCLUDED
DISCOUNTED PURCHASE ON PROJECTOR LAMPS	15% Discount

## EXHIBIT C

### LABOR CODE AND PREVAILING WAGE REQUIREMENTS

1. Consultant (referred to as “Contractor” is this Exhibit C) acknowledges that the project as defined in this Contract between Contractor and the City, to which this Terms for Compliance with California Labor Law Requirements is attached and incorporated by reference, is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Contractor acknowledges that this Contract is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this **Exhibit C**.

3. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Contract are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Contract.

4. The project is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Contract by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury,

as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each Contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Contract, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Contract, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

8. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

9. Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with this Contract, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of this Contract.