

**PURCHASE AND INSTALLATION AGREEMENT BETWEEN
CITY OF TEMECULA AND WESTERN AUDIO VISUAL
CONFERENCE CENTER AUDIOVISUAL EQUIPMENT**

THIS AGREEMENT is made and effective as of **January 14, 2020**, between the City of Temecula , a municipal corporation (hereinafter referred to as "City"), and **Western Audio Visual, a Corporation** (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **January 14, 2020**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **January 13, 2021**, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, upon mutual agreement, extend the contract for **one (1) additional one (1) year term**. In no event shall the contract be extended beyond **January 13, 2022**.

2. PURCHASE AND SALE OF EQUIPMENT

On and subject to the terms and conditions set forth in this Agreement and the Agreement Documents, Contractor agrees to sell and install for the City **audiovisual equipment** as more particularly described in Exhibit A, Description of Equipment and/or Scope of Work, attached hereto and incorporated herein as though set forth in full (hereafter "Equipment").

3. PURCHASE / INSTALLATION PRICE

The Purchase Price which City agrees to pay to Contractor for the Equipment is **Ninety-Three Thousand, Three Hundred Eighteen Dollars and Seventy-Four Cents (\$93,318.74)**. The Purchase Price is final and shall be paid by City to Contractor in accordance with the schedule defined in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein as though set forth in full.

The City Manager may approve additional work up to seven percent (7%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

4. SCOPE OF WORK

Contractor shall sell and install the equipment as described in the Scope of Work. Contractor shall provide and furnish all labor, materials, necessary tools, expendable equipment and all utility and transportation services required for the Work. All of said Work to be performed and materials to be furnished for the Work shall be in strict accordance with the specifications set forth in the Scope of Work. The Work shall be completed within the time set forth in the Scope of Work. Contractor shall not commence the Work until such time as directed by the City. The Contractor will also provide warranty service, the terms of which are described in Exhibit C, Extended Warranty, attached hereto and incorporated herein.

5. PREVAILING WAGES

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Agreement from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

6. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

7. REPRESENTATIONS AND WARRANTIES OF VENDOR

Contractor makes the following representations and warranties to City:

a. Authority and Consents. Contractor has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. No approvals or consents of any persons are necessary in connection with Contractor's execution, delivery, installation and performance of this Agreement, except for such as have been obtained on or prior to the date hereof. The execution, delivery, installation and performance of this Agreement by Contractor have been duly authorized by all necessary action on the part of Contractor and constitute the legal, valid and binding obligations of Contractor, enforceable against Contractor in accordance with their respective terms.

b. Title and Operating Condition. Contractor has good and marketable title to all of the Equipment sold and installed. All of the Equipment are free and clear of any restrictions on or conditions to transfer or assignment, and City will acquire absolute title to all of the Equipment free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions and restrictions except for such as may be created or granted by City. All of the Equipment are in good operating condition, are free of any defects, and are in conformity

with the specifications, descriptions, representations and warranties set forth in the Agreement Documents. Contractor is aware the City is purchasing the Equipment for use as **conference room audiovisual equipment** and that City is relying on Contractor's warranties that the Equipment is fit for this purpose and the ordinary purposes for which the Equipment is normally used.

c. Full Disclosure. None of the representations and warranties made by Contractor in this Agreement contains or will contain any untrue statement of a material fact, or omits to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading.

8. PERFORMANCE

Contractor shall at all time faithfully, competently and to the best of his or her ability, experience, and talent perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

9. CITY APPROVAL

All labor, materials, tools, equipment, and services shall be furnished and work performed and completed subject to the approval of the City or its authorized representatives, and the quality of the workmanship shall be guaranteed for one year from date of acceptance. City shall inspect the Equipment at the time and place of delivery. Such inspection may include reasonable tests and use of the Equipment by City. If, in the determination of City, the Equipment fails to conform to the Agreement IN ANY MANNER OR RESPECT, City shall so notify Contractor within ten (10) days of delivery of the Equipment to City. Failing such notice, the Equipment shall be deemed accepted by City as of the date of receipt.

10. TIME OF DELIVERY

The date and time of delivery of the Equipment shall be on or before **February 8, 2020**.

11. PLACE OF DELIVERY

The Equipment shall be delivered to this location:

**Temecula City Hall
41000 Main Street
Temecula, CA 92590**

12. REJECTION

In the event of such notice of non-conformity by City pursuant to the section entitled "City Approval" City may, at its option, (1) reject the whole of the Equipment and Installation, (2) accept the whole of the Equipment and Installation, or (3) accept any commercial unit or units of the Equipment and reject the remainder or the Installation. The exercise of any of the above options shall be "without prejudice" and with full reservation of any rights and remedies of City attendant upon a breach. In the event of such notice and election by City, City agrees to comply with all reasonable instructions of Contractor and, in the event that expenses are incurred by City in following such instructions, Contractor shall indemnify City in full for such expenses.

13. NO REPLACEMENT OF CURE

This Agreement calls for strict compliance. Contractor expressly agrees that both the Equipment and Installation tendered and the tender itself will conform fully to the terms and conditions of the Agreement on the original tender. In the event of rejection by City of the whole of the Equipment or any part thereof pursuant to the Section entitled "Rejection" City may, but is not required to, accept any substitute performance from Vendor or engage in subsequent efforts to affect a cure of the original tender by Contractor.

14. INDEMNIFICATION

The Contractor agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

15. AGREEMENT DOCUMENTS

a. This Agreement includes the following documents, which are by this reference incorporated herein and made a part hereof: Exhibit A, Description of Equipment and/or Scope of Work, Exhibit B, Payment Rates and Schedule, and Exhibit C, Extended Warranty.

b. In the event any term or condition of the Agreement Documents conflicts with or is contradictory to any term or condition of the Agreement, the terms and conditions of this Agreement are controlling.

c. In the event of a conflict in terms between this Agreement, the Request for Proposal (RFP) and/or the Contractor's response to the RFP, this Agreement shall prevail over the RFP and the Contractor's response to the RFP, and the RFP shall prevail over the Contractor's response to the RFP.

16. DEFAULT OF CONTRACTOR

a. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event the Contractor is in default for cause under the terms of this Agreement, the City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

b. If the City Manager or his delegate determines the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall service the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the

event the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to 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.

17. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

b. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1) General Liability: One million (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One million (\$1,000,000) per accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty Five Thousand Dollars and No Cents (\$25,000).

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Redevelopment Agency of the City of Temecula, their officers, officials, employees and volunteers are to be covered as insured's, as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Redevelopment Agency of the City of Temecula, their officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Temecula, the Temecula Community Services District, the Redevelopment Agency of the City of Temecula, their officers, officials,

employees and volunteers. Any insurance or self-insured maintained by the City of Temecula, Temecula Community Services District, and/or Redevelopment Agency of the City of Temecula, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Temecula, the Temecula Community Services District, and the Redevelopment Agency of the City of Temecula, their officers, officials, employees or volunteers.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this agreement shall be endorsed to state: should the policy be canceled before the expiration date the issuing insurer will endeavor to mail thirty (30) days' prior written notice to the City.

6) If insurance coverage is canceled or, reduced in coverage or in limits the Contractor shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

f. Verification of Coverage. Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

18. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties, covenants and agreements of the parties contained in this Agreement shall survive the execution, delivery, installation and performance of this Agreement.

19. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

20. PROHIBITED INTEREST

No officer, or employee of the City of Temecula shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants

and represents to the City that no officer or employee of the City of Temecula has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

21. INDEPENDENT CONTRACTOR

a. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

22. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

23. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To Consultant: Western Audio Visual
Steve M. Hollingsworth
1592 Batavia St. Suite 2,
Orange, CA 92867

24. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

25. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

Western Audio Visual

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
James Stewart, Mayor

By: _____
Jay Schellin, CFO

ATTEST:

By: _____
Randi Johl, City Clerk

By: _____
Catherine Schellin, President

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONTRACTOR

Western Audio Visual
Steve M. Hollingsworth
1592 Batavia St, Suite 2, Orange, CA 92867
(714)637-7272
(714)637-7330
steveh@wav1.com


PM Initials: 
Date: 11/2/20

EXHIBIT A

DESCRIPTION OF EQUIPMENT AND/OR SCOPE OF WORK

The Work to be performed is the renovation of the audiovisual systems, removal of existing audiovisual equipment, installation of new equipment and cabling, programming of control systems, configuration and programming of digital signal processing systems, testing and recalibration of the installed systems, and maintenance and support of the updated systems.

The Contractor shall purchase and install ALL of items described in Section H and provide training, warranty (as described in Exhibit C), and subscription services for ALL items described in Section H.

- A. The Contractor shall provide all professional services related to the installation, implementation, and migration for all items within Section H below.
- B. New installation must comply with industry best practices.
- C. All items purchased must be NEW equipment.
- D. No Substitutions: The City requires the brand name as specified in the Pricing Sheet and will not allow substitute products unless approved by the City.
- E. Functional Requirements
 - Provide direct connections to individual pieces of equipment
 - Programmed audiovisual control systems must provide simple user interfaces for room users.
 - The Contractor shall supply documentation for the operation of all equipment
- F. Warranty
 - Provide maintenance and warranty for parts and services for five (5) years.
- G. Implementation, Installation, and Migration Services
 - The Contractor shall supply and install a turnkey audiovisual system to include all equipment, materials, cabling and mounting hardware.
 - The project staff responsible for setup, configuration, and programming of the system(s) must possess applicable certifications from the vendor (i.e. Crestron, BiAmp, Christie, etc.)
 - The Contractor shall remove and dispose of all unused equipment from rooms.
- H. Equipment List

Qty	Manufacturer	Model	Description
			<u>Control System</u>
2	Crestron	TSW-1060-B-S	10.1 in. Touch Screen, Black Smooth(Lectern)
1	Crestron	TST-902	8.7" Wireless Touch Screen
1	Crestron	TST-902-DSW	Wall Dock for TST-902 (Rack Mounted)
1	Crestron	CEN-GWEXER	infiNET EX® Network and ER Wireless Gateway
1	Crestron	CP3	3-Series Control System®
1	Netgear	JGS516PE	16-Port ProSafe Plus PoE Gigabit Switch
1	Misc	Various *	Miscellaneous Materials, Cabling and Connectors
2	HP	P224	21.5" Full HD LED LCD Monitor - 16:9 - 1920 x 1080 - 250 Nit - 5 ms GTG - HDMI (Lectern)

			Switching System
1	Crestron	DM-MD16X16	16x16 DigitalMedia™ Switcher
8	Crestron	DMC-4K-C-HDCP2	HDBaseT® Certified 4K DigitalMedia 8G+® Input Card
8	Crestron	DM-TX-4K-100-C-1G-B-T	Wall Plate 4K DigitalMedia 8G+® Transmitter 100, Black Textured (Lectern A PC, Lectern A Laptop, Lectern A Blu-Ray, Lectern B PC, Lectern B Laptop, Lectern B Blu-Ray, Room A Aux. In, Room B Aux. In)
1	Crestron	DMC-SDI	SDI Input Card (Council Chamber Feed)
3	Crestron	DMC-4K-CO-HDO	2-Channel HDBaseT® Certified 4K DigitalMedia 8G+® Output Card (Projector A, Projector B, Lectern A Monitor, Lectern B Monitor, Room B Aux. Out)
4	Crestron	DM-RMC-4K-SCALER-C	4K DigitalMedia 8G+® Receiver & Room Controller w/Scaler (Projector A, Projector B, Lectern A, Lectern B)
1	Crestron	DM-RMC-4K-100-C-1G-B-T	Wall Plate 4K DigitalMedia 8G+® Receiver & Room Controller 100, Black Textured
1	Crestron	DMC-HDO	2-Channel HDMI® Output Card
1	Middle Atlantic	Various *	Miscellaneous Rack Accessories (Shelves, Lacing Bars, etc.)
2	Denon	DN-500BDMKII *	Professional Blu-ray Disc and Media Player 1 RU
1	Misc	Various *	Miscellaneous Materials, Cabling and Connectors
Qty	Manuf	Model	Description
1	Biamp	TesiraFORTÉ DAN VT	Fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante™, Acoustic Echo Cancellation (AEC) technology (all 12 inputs), 2 channel VoIP and standard FXO telephone interface
2	Shure	MXWAPT4	4-Channel Access Point Transceiver
2	Shure	MXWNCS4	4-Channel Networked Charging Station
4	Shure	MXW2/SM58	Handheld Transmitter with SM58® Microphone (Includes one SB902 Battery)
4	Shure	MXW1/O	Bodypack Transmitter with Integrated Omnidirectional Microphone and 4-Pin Mini Connector (TA4M) (Includes one SB901 Battery)
4	Shure	WL185	Microflex® Cardioid Lavalier Microphone
1	Panelcrafters	*	Custom Audio I/O Plate for Mix Position at Rear of Room B
1	Misc	Various *	Miscellaneous Materials, Cabling & Connectors

EXHIBIT B

PAYMENT RATES AND SCHEDULE

The Purchase Price which City agrees to pay to Contractor for the Equipment is Ninety-Three Thousand, Three Hundred Eighteen Dollars and Seventy-Four Cents. \$93,318.74. The City will pay Contractor a thirty percent (30%) deposit of twenty-seven thousand, nine hundred ninety-five dollars (\$27,995) upon contract execution. The balance of sixty-five thousand, three hundred twenty-three dollars and seventy-four cents (\$65,323.74) will be paid upon the City's acceptance of the completed project. All project costs are detailed in the pricing sheet below.

Submitted by: **Western Audio Visual**

Date: **12/4/2019**

Revision: **A**

Item	Qty	Manufacturer	Model	Description	Unit Price	Ext Price
Control System						
1	2	Crestron	TSW-1060-B-S	10.1 in. Touch Screen, Black Smooth(Lectern)	1,109.00	2,218.00
2	1	Crestron	TST-902	8.7" Wireless Touch Screen	1,756.00	1,756.00
3	1	Crestron	TST-902-DSW	Wall Dock for TST-902 (Rack Mounted)	693.00	693.00
4	1	Crestron	CEN-GWEXER	InfINET EX® Network and ER Wireless Gateway	208.00	208.00
5	1	Crestron	CP3	3-Series Control System®	832.00	832.00
6	1	Netgear	JGS516PE	16-Port ProSafe Plus PoE Gigabit Switch	187.00	187.00
7	1	Western AV	LOT	Miscellaneous Materials, Cabling and Connectors	184.00	184.00
				System 1 Equipment Sub-Total:		6,078.00
Video System						
Display System						
1	2			Existing Projectors and Screens		Existing
2	2	HP	P224	21.5" Full HD LED LCD Monitor - 16:9 - 1920 x 1080 - 250 Nt - 5 ms GTG - HDMI (Lectern)	130.00	260.00
Switching System						
1	1	Crestron	DM-MD16X16	16x16 DigitalMedia™ Switcher	3,974.00	3,974.00
2	8	Crestron	DMC-4K-C-HDCP2	HDBaseT® Certified 4K DigitalMedia 8G+® Input Card	500.00	4,072.00
3	8	Crestron	DM-TX-4K-100-C-1G-B-T	Wall Plate 4K DigitalMedia 8G+® Transmitter 100, Black Textured (Lectern A PC, Lectern A Laptop, Lectern A Blu-Ray, Lectern B PC, Lectern B Laptop, Lectern B Blu-Ray, Room A Aux. In, Room B Aux. In)	324.00	2,592.00
4	1	Crestron	DMC-SDI	SDI Input Card (Council Chamber Feed)	555.00	555.00
5	3	Crestron	DMC-4K-CO-HDO	2-Channel HDBaseT® Certified 4K DigitalMedia 8G+® Output Card (Projector A, Projector B, Lectern A Monitor, Lectern B Monitor, Room B Aux. Out)	601.00	1,803.00
6	4	Crestron	DM-RMC-4K-SCALER-C	4K DigitalMedia 8G+® Receiver & Room Controller w/Scaler (Projector A, Projector B, Lectern A, Lectern B)	832.00	3,328.00
7	1	Crestron	DM-RMC-4K-100-C-1G-B-T	Wall Plate 4K DigitalMedia 8G+® Receiver & Room Controller 100, Black Textured	324.00	324.00
8	1	Crestron	DMC-HDO	2-Channel HDMI® Output Card	324.00	324.00
Miscellaneous						
1	1	Middle Atlantic	Various	Miscellaneous Rack Accessories (Shelves, Lacing Bars, etc.)	919.00	919.00
2	2	Denon	DN-800BDMKII	Professional Blu-ray Disc and Media Player 1 RU	368.00	736.00
3	1	Western AV	LOT	Miscellaneous Materials, Cabling and Connectors	1,999.00	1,999.00
				System 2 Equipment Sub-Total:		20,856.00

Submitted by: Western Audio Visual

Date: 12/4/2019
Revision: A

Item	Qty	Manufacturer	Model	Description	Unit Price	Ext Price
Audio System						
1	1	Biamp	TesiraFORTE DAN VT	Fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante™, Acoustic Echo Cancellation (AEC) technology (all 12 inputs), 2 channel VoIP and standard FXO telephone interface	2,204.00	2,204.00
2	2	Shure	MXWAPT4=-Z10	4-Channel Access Point Transceiver	1,908.00	3,816.00
3	2	Shure	MXWNCS4	4-Channel Networked Charging Station	998.00	1,996.00
4	4	Shure	MXW2/SM58	Handheld Transmitter with SM58® Microphone (Includes one SB902 Battery)	415.00	1,660.00
5	4	Shure	MXW1/O=-Z10	Bodypack Transmitter with Integrated Omnidirectional Microphone and 4-Pin Mini Connector (TA4M) (Includes one SB901 Battery)	405.00	1,620.00
6	4	Shure	WL185	Microflex® Cardiod Lavalier Microphone	88.00	352.00
7	1	Panelcrafters	CUSTOM	Custom Audio I/O Plate for Mix Position at Rear of Room B	132.00	132.00
8	1	Western AV	LOT	Miscellaneous Materials, Cabling & Connectors	919.00	919.00
Existing Amplifiers						Existing
Existing Speakers						Existing
Existing ALS Systems						Existing
System 3 Equipment Sub-Total:						12,695.00
TOTAL PROJECT COSTS						
Total Equipment Cost						39,633.00
Installation						18,304.00
Training						528.00
Maintenance and Warranty (5 Years)						9,680.00
Shipping and Handling						829.75
Other Fees (Please Itemize Below)						
Engineering & Drafting						6,800.00
Programming						10,752.00
Project Management						2,112.00
In-Shop Assembly and Staging						528.00
G&A						594.50
Electronic Waste Recycling Fee						17.00
Sub Total						89,778.25
Tax (8.75%)						3,540.49
Project Total						93,318.74

EXHIBIT C

EXTENDED WARRANTY



Proposed Terms

Net 30 Days

Warranty Statement

The AV Systems are warranted against all defects of materials and workmanship, as a system, as well as individual components, for period of (5) Five Years after date of acceptance, or first used (whichever comes first). If individual manufacturers, warranty their equipment for a longer period, the manufacturer's warranty will apply.

Western Audio Visual specializes in the design, sale, installation and maintenance of multimedia display systems. Western Audio Visual and its Team have been providing turnkey audiovisual system solutions to the corporate, industrial, government and educational marketplace for 20 years. Western Audio Visual is authorized to provide and install all components specified in this RFP.

Duns #: 557439069
California Contractors License: 871609 exp. 1/31/20
Classification: C-7
DIR #1000008082

Thank you for your time and consideration and please feel free to call me if you have any questions or need further information at (760) 438-1200.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve M. Hollingsworth".

Steve M. Hollingsworth
Western Audio Visual

1592 N. Batavia St.
Suite 2
Orange, CA 92867

www.wavl.com

6353 Corte Del Abeto
Suite 106
Carlsbad, CA 92011