

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on \_\_\_\_\_, by and between, Triton Technology Solutions Inc., a California Corporation (“Contractor” or “Consultant”) and the **City of Santa Maria**, a California Municipal Corporation and charter city (“City”), in Santa Maria, California, based on the following recitals:

**WHEREAS** City wishes to engage with Contractor to build and install an audiovisual system in Shepard Hall that integrates with the Council Chambers and with the tower control room, audio and video system, PTZ cameras, DVD/Blu-ray player, HDMI switcher with visual touch panel, wall ports with tested structural cabling, MS Teams Certified Room with Zoom compatibility, wireless presentation system supporting Airplay and Miracast, UPS, PDU, as well as connecting to customer furnished equipment), and for staff training.

**WHEREAS** City has executed a competitive procurement process for the requested project; and,

**WHEREAS** City has evaluated all responses and concluded contractor submitted the most comprehensive, cost effective, complete solution and responsive bid; and,

**WHEREAS** Contractor has asserted to be qualified and experienced in implementing the project deliverables included in Exhibit A (Triton Technology Solutions RFP dated February 27, 2025); and,

**WHEREAS**, the Fixed Price, Not To Exceed cost for the services and equipment is \$189,096.77

### NOW, THEREFORE, IT IS AGREED:

1. **Recitals true.** The above recitals are true.

2. **General.**

**2.01. Term and Termination.** The term of this contract is effective beginning on the latest date provided on the signature page below and terminates upon completion of the scope of work. This contract may be extended by mutual consent of the parties. This contract may be terminated for breach of its terms or conditions, or because of discovery of any act which violates local, state or federal law. Termination is effective 14 days after deposit of notice as specified in this Agreement.

**2.02. Services to be Performed.** Contractor shall determine the method, details and means of providing project management, discovery and design, implementation, testing and migration services. More specifically, Contractor agrees to perform the specific services listed in Exhibit “A.”

**2.03 City's Duties.** City's duties under this Agreement are to cooperate with Contractor in the performance of the contract and timely pay invoices.

**2.04. Payment.** Payment terms under this Agreement are listed in Exhibit “B.”

**2.05. Insurance.** Contractor shall provide insurance as listed in Exhibit “C.”

**2.06. Exhibits.** Exhibits “A”, “B”, “C” and “D” are attached and incorporated.

### **3. Contractor's Obligations.**

**3.01. Minimum Amount of Service.** Contractor shall devote sufficient time to perform services under this agreement efficiently and effectively. Contractor may represent, perform services for and be employed by additional individuals or entities, in Contractor's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with City's business.

**3.02. Tools and Equipment.** Except as otherwise stated in this Agreement, Contractor will supply all tools and equipment necessary to perform this Agreement.

**3.03. Status.** Contractor (including its employees) is an independent contractor. No employer/employee relationship exists between Contractor and the City. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of the City. The City is not required to make any deductions or withholdings from the compensation payable to Contractor under this agreement.

**3.04. Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Consultant or the acts or omissions of an employee, agent or subcontractor of the Consultant. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this Section are not limited by the provisions of the Section relating to insurance.

### **4. Miscellaneous**

**4.01. Notices.** All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the CITY and a representative of CONTRACTOR, listed below. All notices shall be addressed as follows unless a written change is filed with the City:

To City:	To Contractor:
Tim Mellin	Kristen Tetherton
City of Santa Maria	Triton Technology Solutions, Inc.
110 East Cook Street, Room 7	32234 Paseo Adelanto Suite E-1
Santa Maria, CA 93454	San Juan Capistrano, CA 92675
805.925.0951 x 2040	949.388.3919

If the designated Representative or address of either party changes during the term of this agreement, a written notice shall be given to the other party prior to the effective date of change. Any written notices required under this agreement shall be effective five (5)

days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

4.02. Compliance With Laws, etc. Contractor shall comply with all laws, including but not limited to the rules and policies of the City, in performing this agreement.

4.03. Integration. This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties.

4.04. Interpretation. This agreement shall be interpreted in accordance with the laws of the State of California.

4.05. Jurisdiction. Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of Northern Santa Barbara, State of California.

4.06. Warranty of authority. Each person signing this agreement on behalf of a party warrants that he or she has authority to do so.

4.07. No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.

4.08. Severability. The provisions of this agreement are severable. If any part of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

4.09. Submittals. In addition to any other submittals required by this agreement, Contractor shall submit copies of its current business license and current certificate of workers compensation coverage to the City before beginning work on this project.

4.10. Prevailing Wage. Contractor and all sub-consultants are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. Prevailing wage requirements are attached as **Exhibit D**.

**IN WITNESS WHEREOF**, this agreement is executed by the parties on the date first written above.

**Triton Technology  
Solutions Inc.**  
a California Corporation

**CITY OF SANTA MARIA**, a political  
subdivision of the State of California

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
David W. Rowlands  
City Manager

ATTEST:

\_\_\_\_\_  
Donna G. Schwartz  
Chief Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Risk Manager

\_\_\_\_\_  
City Attorney

## Exhibit “A”

### Statement of Work

The scope of work for this project proposed in Contractor’s Request for Proposal (RFP) Response dated February 27, 2025 includes:

1. Installation of an audiovisual system solution in Shepard Hall that integrates with the Tower Studio, the Dante Studio software and its integration with Council Chambers.

2. The audiovisual system includes the scope items specified in Table 1 below and meets the criteria established therein.

*NOTE: Although the first year Master Service and Support Agreement is included in the Triton Technology Solutions RFP Response, it will be negotiated and signed separately at a later date once the installation has been completed, inspected and invoiced.*

3. Complete the Installation of scope items as follows:

**Table 1: Scope Summary**

LOCATION	IN SCOPE	NOT IN SCOPE
Shepard Hall	<b>Council Chamber Interconnection (Link)</b> Includes: Dante Encoder, Dante Decoder, ROI-HDMI Scan converter, ROI-SDI Scan converter, Mini 3G/HD/SD-SDI Quad split multiviewer w/ HDMI Pull-out 1RU rackmount HDMI monitor	Projector installation
	<b>Audio &amp; Video System:</b> Replace AV mixer/ amplifier, microphone system, including: Rechargeable Handheld transmitter, Hybrid bodypack transmitter, Desktop base transmitter, Gooseneck microphone, Access point transceiver w/ 8 wireless channels, Networked docking stations for bodypack, handheld and boundary transmitters, Networked docking stations for gooseneck boundary transmitters only, Wireless headset microphone, 4 low profile ceiling speakers, In ceiling woofer, 4-channel amplifier (350 watts per channel), CBOX multicast router for A/V data management	Projector screen installation
	<b>PTZ Cameras</b> Replace camera systems w/ 3 ceiling mounted Panasonic AW-UE50 pan/tilt/zoom cameras, PTZ Remote controller, Sliding rack shelf w/ stay open latch	Computer installation
	<b>DVD/ Blu-ray player</b> Replace DVD/ Blu-ray player w/ Multimedia player w/ remote control	
	<b>HDMI Switcher/ Visual Touch Panel</b> Replace HDMI switcher, visual touch panel. Includes: Intent Digital support services, Wall mount touch panel controller, PoE Ethernet serial module, PoE Ethernet relay module, Control software support	
	<b>Wall Ports/ Test Structured Cabling</b> Replace wall ports & test/ replace structured cabling: Includes: USB 3.2 Extender wall plate, Extender client, AV Rack	
	<b>MS Teams Room Certified &amp; Zoom Compatibility</b> Add MS Teams & Zoom compatible peripherals: Meeting room DSP W/ 4 integrated PoE ports; Low profile ceiling mic, AVB beamtracking Surface-mount ceiling mic, Rack shelf for meeting room DSP	

## **Exhibit “A”**

### **Statement of Work (continued)**

	<b>Wireless Presentation System Supporting Airplay &amp; Miracast</b> Wireless collaboration system, 3 host switcher for USB/ HDMI devices, USB 3.2 Extender wall plate, Extender client, USB Capture device	
	<b>UPS &amp; PDU</b> High performance UPS with lithium-ion batteries PDU with surge suppression, Network interface & Charging ports	
	<b>Customer Furnished Equipment</b> Connect to and configure integration with: Projector, Projector screen Actuator, Computer, Network switches: Library, Tower and City Hall Network closet (Connect to switches, collaborate with IT for configuration)	
	<b>Training &amp; Resources for studio team</b> Includes: Comprehensive training manual with troubleshooting & basic self- service maintenance components, 4-hour on site PEG team training	

4. This scope of work includes Triton performing all the phases detailed below in our Project Process with the deliverables detailed in each phase. The scope of work includes the following functionality:
- 4.1 Three Panasonic AW-UE50 pan/tilt/zoom cameras will be ceiling mounted at the existing camera locations. These cameras will be POE powered and will include a 1G IP encoder that will allow the cameras to be wired using CAT 6a cabling. These three cameras can be controlled from the Tower's existing Panasonic PTZ controller. All three signals will go back to the Tower, but one camera chosen in the design phase is available to be used for IMAG or video conferencing in Shepard Hall. There is a local PTZ controller to set up shots in the room, but the control panel will also have the ability to access the camera's presets from the touch panel. When the Tower is not using these cameras in a production, the library staff will have access to one of them to be used for a Teams/Zoom or other remote type meetings.
- 4.2 Sources available to the Shepard Hall audiovisual system. There will be four (4) IP encode / decode pairs to deliver the three cameras and one of the sources detailed below to the Tower as well. This could be set up to follow whatever source is on the screen in the room as well.
- 4.2.1 ClickShare Barco CX-50 wireless presenter. This will allow presenters using the room to connect to the audiovisual system wirelessly. This can be done either by using a USB puck plugged into a laptop or using the ClickShare App on their BYOD. Presenters must be given the password to be able to use the App. This can be configured to send the device's 2nd screen to the confidence monitor at Podium for use with PowerPoint to show note view vs the presentation slides. This can be discussed during the design process.
- 4.2.2 An OFE Staff PC with HDMI output and USB3 capability.
- 4.2.3 Blu-Ray player for HD content only
- 4.2.4 External HDMI wall plate input
- 4.2.5 External USB wall plate input, required for when the public brings in a computer and wants to have a Zoom/Teams/Other remote meeting utilizing their own laptop.
- 4.2.6 Source from the Tower SDI router will be available to the audio-visual system in Shepard Hall. This could be available in password protected mode if desired.
- 4.2.7 Five wireless microphones, (1) gooseneck, (2) handheld, and (2) lavalier. These sources are available to the audio DSP via DANTE.
- 4.2.8 Two ceiling mounted boundary microphones. These are used exclusively when

## **Exhibit “A”**

### **Statement of Work (continued)**

4.2.8.1 Zoom/Teams/Other remote meeting is occurring. These would be used if the public uses the room, and do not have access to wireless microphones.

4.3 A Biamp Tesira ForteX 1600 digital signal processor will be used to provide the mixing of all audio signals for the room and will be networked via DANTE with the council chambers Biamp DSP so that audio signals can come from the council chamber back to Shepard Hall or vice versa where audio is generated in Shepard Hall and can be heard in the council chamber. This device is both Teams and Zoom certified.

*NOTE: all Cameras, Teams peripherals, microphones and speakers are not wall mounted as that space is in use for art gallery items.*

4.4. Eight Sonance ceiling mounted speakers and two ceiling mounted subwoofers will be installed in Shepard Hall and fed by a new amplifier.

4.5 There will be a 10” wall mounted touch panel that is installed near the existing equipment cabinet in Shepard Hall. This touch panel will control all the following devices:

4.5.1 Selection and presets for three Panasonic AW-UE50 cameras

4.5.2 Selection of all audio and video sources

4.5.3 Control of the existing Epson PRO L1300U Projector

4.5.4 Control of the existing projector screen.

4.5.5 Volume control of the audio playing through the speakers.

4.5.6 Control of the Blu-Ray player

4.5.7 Control of confidence monitor.

4.5.8 There will be separate menu control functions for the public and the library staff. This will be detailed during the design.

4.6 The main display will be the existing projector screen that the Epson PRO L1300U Projector will project onto.

4.7 The city will provide the Network Switches that all devices will need to sit on. The city will be responsible for making sure the existing switches have the ports needed for all the equipment to sit on. We anticipate the need for 20 – 22 GigE ports in Shepard Hall and six (6) ports in the Tower. The city is responsible for setting up and configuration of all switches. These switches must include IGMP snooping and multicast support including mDNS capabilities. We would vet the switches and configuration in cooperation with the vendor and the City IT team.

4.7.1 Juniper EX3400 with one located in the library and one located in the Tower.

4.7.2 Juniper QFX5110 is located in the City Hall network closet.

4.8 The audiovisual infrastructure includes AV over IP encoders for sources and decoders for destinations. All of this will utilize the city’s existing network, and the switches must be compliant and capable of supporting this AVOIP system and DANTE.

4.9 The scope of work states the need for library staff to access the three Panasonic PTZ cameras when the Tower is not controlling or using these cameras. This requires a Multiview monitor that will be installed in the existing cabinet which will display the three camera feeds so the staff can select which camera they want to view or use.

## **Exhibit “A”**

### **Statement of Work (continued)**

- 4.10 The system includes a 3 host USB/HDMI switcher.
- 4.11 The Tower and Council Chamber Intent Digital Control system will need to be updated to include control of the Shepard Hall system. This will allow Shepard Hall to be used in the following applications:
- 4.11.1 Shepard Hall can be used an overflow room for the council meetings where the audience can hear the meeting and participate during public comment, as well as watch what the program feed from the Tower.
  - 4.11.2 Shepard Hall can be used to have other meetings so that the Tower can record the meetings and send them out for distribution.
  - 4.11.3 Shepard Hall and the Council Chamber will have the ability to share resources of both spaces so that both the audio and video can be heard and seen in the other room during a meeting.
  - 4.11.4 Shepard Hall can be used as a standalone room with no interaction with the Tower or Council Chamber. When this occurs, there will be the ability for the public to use limited resources in the room without any library staff helping or the library staff will have the ability to use all the resources in the room.

*NOTE: As Library is the main user of Shepard Hall, it will be important to determine the most optimal configuration for use as a standalone room during the use case discovery process.*

- 4.12 Triton will install a 16RU Pull and Turn rack that will go into the current cabinet that holds the AV equipment. This rack will include a PDU and an online UPS.
- 4.13 As an option, Triton is providing pricing on a 43” confidence monitor that would be ceiling mounted and a 10” monitor that would be mounted to the podium. The pricing for these is not included in the base bid price but in the optional pricing.

*NOTE: This project will follow the Triton Project Process which is our methodology we follow for every project. Our Process allows us to figure everything out during the design prior to installing the first cable or piece of equipment. We will not do any project without going through this process as this process allows us to deliver a functional system to all of our satisfied clients.*

### **PROJECT PROCESS**

5. This project includes our Project Process, which describes our approach and methodology to a design and build project. The entire process is made up of four phases in which each one is built upon the other.

The two phases, Program Phase and Design Phase, will require collaboration between us and the city to define all the project requirements. Without collaboration, it is not possible to define the customer’s objectives and expectations, nor design a system that will meet them.

Within both the Program and Design Phase, the client will be required to review and approve all deliverables before proceeding to the next phase. This allows the client to fully understand their systems specification, capabilities, budgets, timelines, etc. This review and approval process confirms that the design meets their objectives and expectations.



## **Exhibit “A”**

### **Statement of Work (continued)**

The Project Process includes value engineering throughout the entire process, which allows us to discuss alternative designs, products and/or processes that could be applied to the project with the benefit of saving the customer money. Our Project Process is as follows:

**5.1 PROGRAM PHASE:** The first phase of the process is to develop the conceptual design and define overall project goals. This phase allows the project team to brainstorm at a high level and determine the specific functionality for each system area and location of the project. The deliverables of this phase include block and flow diagrams, a Rough Order of Magnitude (ROM) estimate of proposed equipment, space layout drawings and preliminary functional description of the system.

- 5.1.1 Conduct and attend one onsite and one offsite meeting.
- 5.1.2 Provide Needs Analysis
- 5.1.3 Review Existing Documentation – Facilities
- 5.1.4 Benchmark Comparable Facilities
- 5.1.5 Conduct Program Meeting – Management, Operator, Engineering
- 5.1.6 Program Report including:
  - 5.1.6.1 Conceptual Design
  - 5.1.6.2 ROM estimate of proposed equipment
  - 5.1.6.3 Equipment Demonstrations
  - 5.1.6.4 Preliminary functional description of system
- 5.1.7 This phase is signed off as completed by the client before moving to Design Phase.

**5.2 DESIGN PHASE:** The Design Phase refines the research and design findings from the Program Phase. This second phase takes the information from Program Phase and develops the design into detail. Once this phase is completed, the client will know everything that needs to be known about the project from a technical standpoint including how all equipment will be wired, where the equipment will be installed, what size technical furniture or a number of racks will be required, as well as electrical and mechanical requirements. A final Bill of Material is prepared inclusive of specific line-item equipment lists. This phase includes the following:

- 5.2.1 Conduct and attend one onsite and two offsite meetings.
- 5.2.2 Research Benchmark Equipment
- 5.2.3 Develop System Design
- 5.2.4 Establish the Infrastructure
  - 5.2.4.1 Concept
  - 5.2.4.2 Schematic, Design (Wire Diagrams)
- 5.2.5 Critical Design Review of Technical Systems
- 5.2.6 Final space planning, floor plans, equipment locations, etc.
- 5.2.7 Rack elevations and/or console and furniture layouts.
- 5.2.8 Mounting Details (Projector, Monitors, Cameras, etc.)
- 5.2.9 I/O Panel Design and Layout
- 5.2.10 Identification of power, and conduit requirements. The customer will complete the implementation of power and conduit requirements.
- 5.2.11 Deliverables and Approval

## **Exhibit “A”**

### **Statement of Work (continued)**

- 5.2.11.1 Provide 11X17 Drawings using Triton Title Blocks in both hard and soft copy. Soft copy is delivered in both AutoCAD and pdf formats. Drawings include single line drawings that document every cable and all the equipment that will be installed in this project. (Cables not documented include power, keyboard, and mice.) Depending on the project other drawings may include floor plans, reflected ceiling plan, console and rack elevations.
- 5.2.11.2 Provide Bill of Material (BOM) in both hard and soft copy formats. Soft copy is provided in both Excel and pdf formats. It will be formatted with the following order: item #, quantity, manufacturer, equipment model #, description, price, and extended price. If there is Customer Furnished Equipment (CFE) that is required in this project, those items will be designated as CFE on the BOM with no price associated with it.
- 5.2.11.3 Provide Cable Database in both hard and soft copy formats. Soft copy is provided in Excel format.
- 5.2.11.4 Project cost quote for remaining phases.
- 5.2.11.5 Project Timeline for remaining phases.
- 5.2.2 This phase is signed off as completed by the client before moving to Installation Phase.

**5.3 INSTALLATION PHASE:** Once the customer approves the design, the project moves to the installation phase. Deliverables and activities in this phase are as follows:

- 5.3.1 Installation Coordination Meeting
- 5.3.2 Create cable labels.
- 5.3.3 Prepare Submittals
  - 5.3.3.1 Shop Drawings
  - 5.3.3.2 Sample Finishes
  - 5.3.3.3 Detailed Technical Drawings
- 5.3.4 Customer to procure all equipment.
- 5.3.5 Preparing a New Site for Installation
  - 5.3.5.1 Rack
  - 5.3.5.2 Grounds
  - 5.3.5.3 Cable Trays
- 5.3.6 Pre-Assembly and testing
- 5.3.7 Assemble and test the Technical System
- 5.3.8 Install Equipment
- 5.3.9 Run Cables
- 5.3.10 Label all cables and equipment.
- 5.3.11 Vendor Commissioning
- 5.3.12 Deliverable
  - 5.3.12.1 All Equipment Installed
  - 5.3.12.2 Wiring Complete
- 5.3.13 This phase is signed off as completed by the client before moving to Commissioning Phase.

## **Exhibit “A”**

### **Statement of Work (continued)**

**5.4 COMMISSIONING PHASE:** This is the startup system phase where the equipment and wiring are tested, operational parameters set and configured to ensure complete functionality. Triton coordinates operational training provided by the equipment manufacturer. The working system is delivered to the client as a fully functional and operating system. This phase includes system acceptance by the customer, as-built engineering drawings delivery, and overall technical system review. Deliverables and activities in this phase include:

5.4.1 Set equipment parameters.

5.4.2 Preliminary Tests

5.4.3 Generate Punch List

5.4.4 Inspect, Test, and Align System

5.4.5 Training Includes:

5.4.5.1 4 Hours of system and technical review for the CUSTOMER'S technical staff responsible for the maintenance and troubleshooting of the system.

5.4.5.2 Up to 4 hours of operational training for the library staff on the use of the room.

5.4.6 Deliverables

5.4.6.1 Final As-Built Engineering Drawings will be provided in both Hard and Soft Copy.

5.4.6.1.1 One set of bound notebooks(s) will be provided to house the hard copy drawings printed on 11”X17” size paper.

5.4.6.1.2 Two USB Drives with electronic copies of:

5.4.6.1.2.1 AutoCAD dwg files of the as-built drawings

5.4.6.1.2.2 Adobe pdf files of the as-built drawings

5.4.6.1.2.3 Microsoft Excel Wire List

5.4.6.2 Operational training manual on how to operate the audiovisual system.

5.4.6.3 Troubleshooting manual that goes over basic troubleshooting of the system. This will focus on the studio staff being able to troubleshoot the system, including the equipment and configuration of the equipment providing the encoding and decoding as well as frame rate and resolution conversion where applicable. This does not include detail on troubleshooting the network as this would be done by the City IT Department. This includes basic troubleshooting of the equipment used in the system.

5.4.6.4 Items delivered to the customer that were included with any new equipment.

5.4.6.4.1 Operational Manuals (if provided by manufacturer)

5.4.6.4.2 Manufacturer CD's containing the software versions and releases installed on the equipment (if applicable)

5.4.6.4.3 Equipment accessories/options not needed during the installation.

5.4.6.4.4 Other technical information that may have been provided.

5.4.6.5 Our System Warranty is included from the sign off date for one year. Please review this at the end of our proposal because this does not include any maintenance.

5.4.7 Project Sign Off from Client

## **Exhibit “A”**

### **Statement of Work (continued)**

#### **5.5 VENDOR TERMS AND CONDITIONS:**

- 5.5.1 All existing equipment is in working order. Triton does not include any time to troubleshoot the existing equipment. It is the city’s responsibility to troubleshoot, repair or replace any existing equipment
- 5.5.2 It is the city’s responsibility to provide network security design, and/or Active Directory Authentication to any network devices as part of the system.
- 5.5.3 We will have access to the space for a total of three consecutive weeks during normal business hours. Triton will work with the city when the installation and commissioning work needs to be completed in the Tower and Council Chamber. Shepard Hall will not be able to accommodate any meetings during this period and Triton must have full access to the room. Triton cannot be kicked out of the space for any meetings or city use during this period.
- 5.5.4 The city is to provide clear cable pathways utilizing, conduit, ladder, or other methods. Triton will collaborate with the client to identify what is required.
- 5.5.5 Triton does not perform any high voltage electrical as we do not have a C10 Contractor's license, nor does Triton install any new conduit pathways for low voltage cabling. This is provided by the client or their electrician.
- 5.5.6 All acoustic, high voltage electrical, mechanical, and civil engineering is provided by others.
- 5.5.7 Triton Technology Solutions assumes that City staff including the Production Manager, Library Staff and all other staff who have input on the design will be available to answer questions during all phases of this project.

## **EXHIBIT “B”**

### **PAYMENT TERMS**

#### **1. Progress Authorization**

Written authorization to proceed from the City authorizes the Consultant to generate the fixed-price not-to-exceed, cost of one hundred eighty-nine thousand ninety-six dollars and seventy-seven cents (\$189,096.77) in fees for all work.

#### **1.1 Payment Terms:** Payment terms for this project are as follows:

##### **1.1.1 Equipment and Installation Materials:**

1.1.1.1 - 50% deposit for the Intent Digital items only will be invoiced at the time of order with payment due in Net 39 days.

1.1.1.2 - 50% deposit for the Intent Digital items only will be invoiced prior to shipment with payment due prior to equipment shipping.

1.1.1.3 All other equipment and installation materials to be invoiced once shipped to your warehouse, or Triton's, whichever occurs first with payment due in Net 30 days

##### **1.1.2 Labor:** Labor to be invoiced with payment due in Net 30 days at the following milestones:

1.1.2.1 - 5% to be invoiced at the time of kick off meeting.

1.1.2.2 - 5% to be invoiced when the first conceptual drawing is delivered for review.

1.1.2.3 - 10% to be invoiced when the first single line drawing is delivered for review.

1.1.2.4 - 30% to be invoiced at the completion of the 1st week onsite during installation

1.1.2.5 - 30% to be invoiced at the completion of the 2nd week onsite during installation.

1.1.2.6 - 10% to be invoiced at the completion of training.

1.1.2.7 - 10% to be held in retention until delivery of as-built documentation

##### **1.1.3 Master Service and Support Agreement:** The pricing for the agreement is \$23,500.00. The cost of the Master Service and Support Agreement has been removed from this Agreement because it will be the subject of a separate agreement contracted and executed at the time of the project sign off.

#### **2. Table 2: Cost Summary**

##### **2.1 Shepard Hall Installation Materials and Labor Costs:** Installation of an audiovisual system solution in Shepard Hall that integrates with the Tower Studio, the Dante Studio software and its integration with Council Chambers. The audiovisual system costs include the system components and services specified in Table 2 below:

2	Shepard Hall Installation Cost Summary	
ITEM	DESCRIPTION	COST
2.1	Shepard Hall: Audiovisual System Equipment	\$81,920.00
2.2	Installation Materials: non-plenum cables, connectors, rack screws, solder, labels, tie wraps, and other consumables required for this project.	\$7250.00
2.3	Labor costs include design, installation and commissioning	\$78,600.00
	5% Contingency	\$9,563.50
	Ground Freight	\$2,869.05
	Taxes	\$8,890.22
	CA e-Waste Recycle Fee	\$4.00
	<b>TOTAL</b>	<b>\$189,096.77</b>

## **EXHIBIT “B”**

### **PAYMENT TERMS (continued)**

#### **3. Table 3: Cost: Audiovisual System Equipment Bill of Materials**

- 3.1 Shepard Hall Audiovisual System Equipment Bill of Materials:** The Bill of Materials (BOM) details the cost of the audiovisual equipment to be included in the audiovisual system solution in Shepard Hall. The exact equipment used in the solution may vary, depending on the optimal solution agreed upon during the design verification process with the City’s project team and the Consultant (Triton Technology Solutions Inc). Equipment cost is specified in Table 3 below:

3		<b>Shepard Hall Audiovisual System Equipment BOM</b>		
ITEM	QTY	DESCRIPTION	COST	EXTENDED
<b>3.1</b>		<b>Council Chambers Interconnection Link</b>		
3.1.1	4	MXnet 1G Evolution II Encoder with Dante	\$787.00	\$3,148.00
3.1.2	5	MXnet 1G Evolution II Decoder with Dante	\$787.00	\$3,935.00
3.1.3	4	AJA ROI-HDMI Scan converter	\$1,050.00	\$4,200.00
3.1.4	1	AJA ROI-SDI Scan converter	\$1,050.00	\$1,050.00
3.1.5	1	MD-QUAD Mini 3G/HD/SD-SDI quad split multiviewer w/ HDMI	\$1,346.00	\$1,346.00
3.1.6	1	17.3in Pull-out 1 RU rack mount HDMI monitor	\$707.00	\$707.00
<b>3.2</b>		<b>Audio &amp; Video System</b>		
3.2.1	2	MXW2X/SM86 Rechargeable handheld transmitter	\$525.00	\$1,050.00
3.2.2	2	MXW1X hybrid bodypack transmitter	\$451.00	\$902.00
3.2.3	1	MXW8X desktop base transmitter	\$516.00	\$516.00
3.2.4	1	Microflex 15-in Modular gooseneck microphone	\$150.00	\$150.00
3.2.5	1	Access point transceiver w/ 8 wireless channels for: MXW neXt wireless transmitters	\$3,025.00	\$3,025.00
3.2.6	1	Networked docking station for: MXW, neXt bodypack, handheld and boundary transmitters	\$736.00	\$736.00
3.2.7	1	Networked docking station for: MXW, neXt gooseneck boundary transmitters only	\$818.00	\$818.00
3.2.8	1	DuraPlex DH5 Wireless headset microphone	\$306.00	\$306.00
3.2.8	4	Pro series PS-C63RTLTP Low profile in-ceiling speakers (pairs)	\$325.00	\$1,300.00
3.2.8	1	Large flex bracket (set of 10)	\$100.00	\$100.00
3.2.9	2	PS-C83RWT In-ceiling woofer	\$350.00	\$700.00
3.2.10	1	CONNECTSERIES 354D 4-channel amplifier	\$1,932.00	\$1,932.00
3.2.11	1	CBOX multicast router for A/V data management	\$412.00	\$412.00
3.2.12	3	MXnet 1G Evolution II Encoder with Dante	\$787.00	\$2,361.00
3.2.13	1	MXnet 1G Evolution II Wall Plate Encoder (WHITE)	\$787.00	\$787.00
3.2.14	3	MXnet 1G Evolution Decoder with Date	\$787.00	\$2,361.00

<b>3.3</b>		<b>PTZ Cameras</b>		
3.3.1	3	Panasonic 4K/30P Ultra quiet PTZ camera, ceiling mounted	\$3,267.00	\$9,801.00
3.3.2	1	Panasonic PTZ Remote controller	\$2,384.00	\$2,384.00
3.3.3	1	Sliding rack shelf with stay open latch	\$173.00	\$173.00
<b>3.4</b>		<b>DVD/ Blu-Ray Player</b>		
3.4.1	1	1U Rackmount 4K UHD Blu-ray/DVD/CD/SD/USB Multimedia player with external remote control support	\$586.00	\$586.00
<b>3.5</b>		<b>HDMI Switcher/ Visual Touch Panel</b>		
3.5.1	1	Intent Digital Manufacturer Support Services	\$11,738.00	\$11,738.00
3.5.2	1	VoteLynx 10.2in Wall mount touch panel Controller Includes:1280x800 resolution, USB extender and in-wall mount	\$3,500.00	\$3,500.00
3.5.3	1	Global Cache PoE Ethernet serial module	\$217.00	\$217.00
3.5.4	1	Global Cache PoE Ethernet relay module	\$194.00	\$194.00
3.5.5	1	VoteLynx XLG Control Software support, one year renewable	\$1,250.00	\$1,250.00
<b>3.6</b>		<b>Wall Ports &amp; Testing Structured Cabling</b>		
3.6.1	1	USB3.2 Gen 1 Extender host wall plate	\$262.00	\$262.00
3.6.2	1	INT-USB3-C USB3.2 Gen 1 Extender client	\$249.00	\$249.00
3.6.3	1	16U x 19in D Pull & Turn AV Rack	\$674.00	\$674.00
<b>3.7</b>		<b>MS Teams Certified Room &amp; Zoom Compatibility</b>		
3.7.1	1	TesiraFORTE X 1600 Meeting Room DSP w/ 4 integrated PoE+ ports; AVB w/ Dante, 2x2 analog I/O, Stereo USB & 16 channels of AEC	\$4,470.00	\$4,470.00
3.7.2	2	TCM-X: AVB low-profile ceiling microphone for Tesira systems	\$1,513.00	\$3,026.00
3.7.3	2	Expansion AVB Beamtracking, surface mount ceiling mic (WHITE)	\$964.00	\$1,928.00
3.7.4	1	Hole saw & driver for installing TCM-X ceiling microphones	\$32.00	\$32.00
3.7.5	1	Rack shelf for TesiraFORTE X 1600	\$110.00	\$110.00
<b>3.8</b>		<b>Wireless Presentation System Supporting Airplay &amp; Miracast</b>		
3.8.1	1	Barco CX-50 ClickShare Gen 2 Wireless collaboration system; Compatible with Windows, macOS, iOS and Android	\$3,364.00	\$3,364.00
3.8.2	1	4K BYOD/BYOM for large rooms 3-host switcher for USB/HDMI devices w/ extension	\$1,856.00	\$1,856.00
3.8.3	1	USB3.2 Gen 1 Extender Host Wall Plate	\$262.00	\$262.00
3.8.4	1	INT-USB3-C USB3.2 Gen 1 Extender client	\$249.00	\$249.00
3.8.5	1	HD/SD USB 3.0 Capture Device for Mac/ Windows/ Linux with HDMI input; Bus Powered, No driver software necessary	\$370.00	\$370.00
<b>3.9</b>		<b>UPS &amp; PDU</b>		
3.9.1		Lowell PDU with 7 (15A) outlets, surge suppression, network interface, charging ports (front)	\$383.00	\$383.00
3.9.2		Lowell UPS9LI high-performance online UPS w/ lithium-ion batteries.	\$3,000.00	\$3,000.00

3.10		Customer Furnished Equipment		
3.10.1	1	PRO L1300U Projector	\$0.00	\$0.00
3.10.2	1	Projector Screen	\$0.00	\$0.00
3.10.3	1	Computer	\$0.00	\$0.00
3.10.4	2	Network switch (Library and Tower Studio)	\$0.00	\$0.00
3.10.5	1	Network Switch (City Hall Network Closet)	\$0.00	\$0.00
<b>TOTAL</b>				<b>\$81,920.00</b>

**I. Invoice procedure.**

Consultant shall submit invoice in accordance with the Payment Terms (1.1 Payment Terms) specified in Exhibit B after receiving written acceptance from the City for the project scope items being invoiced. Invoice will be paid in full at project completion with Net 30 payment terms.

- II. If Consultant's response to the City's RFP or RFQ is attached, all terms other than those concerning the Consultant's billing rates are null and void.



## **EXHIBIT "C"**

### **INSURANCE REQUIREMENTS**

Consultant 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 Consultant, his/her agents, representatives, or employees. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant.

#### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury.
2. Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

#### **B. Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

1. General Liability - \$2,000,000 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 (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory limits.
4. Employer's Liability - \$1,000,000 per accident for bodily injury or disease.
5. Errors and Omissions Liability - \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

C. Self-insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

D. Other Insurance Provisions

The liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form or an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice **stating the title of this contract** to the City. **All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement.** Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.
4. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. If any of the required policies provide claims-made coverage:
  - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If coverage is canceled or non-renewed, and not replaced with

another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

F. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **EXHIBIT "D"**

### **PREVAILING WAGE REQUIREMENTS FOR MAINTENANCE WORK, DESIGN AND PRECONSTRUCTION PHASES OF CONSTRUCTION, AND INSTALLATIONS**

The terms of this Agreement apply to all public works projects for over \$1,000.

For purposes of this Exhibit, "Public Works" includes any project of a type defined in California Labor Code section 1720 when paid for in whole or in part by public funds. These projects include: construction, alteration, demolition, installation, or repair work done under contract. For purposes of this definition, "construction" includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this definition, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. The Contractor and any subcontractors shall comply with all applicable State prevailing wage laws, whether included in this agreement or inadvertently omitted, including but not limited to the requirements listed below:

**1. Compliance with Prevailing Wage Requirements.** Pursuant to California Labor Code sections 1720 through 1861, the Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

1.1. Copies of such prevailing rate of per diem wages are on file at the City Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If

the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

**2. Penalties for Violations.** The Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under California Labor Code sections 1720 through 1861.

**Payroll Records.** The Contractor and all subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. The Contractor shall require all subcontractors to also comply with section 1776. The Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis, both to the City and directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. The Contractor shall ensure its subcontractors prepare and submit payroll records to the City and the DIR as required by this section. The City may require the Contractor and its subcontractors to prepare and submit records specified in section 1776 to the City and the Labor Commissioner on a weekly basis, at no additional cost to the City.

**3. Apprentices.** The Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. The Contractor is responsible for compliance with this section for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n).

**4. Working Hours.** The Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

**5. Required Provisions for Subcontracts.** The Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

**6. Labor Code Section 1861 Certification.** In accordance with California Labor Code section 3700, the Contractor is required to secure the payment of compensation of its employees. By signing the Agreement, to which this is an exhibit, the Contractor certifies that:

“I am aware of the provisions of Section 3700 of the California 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 Agreement.”

**7. Compliance Monitoring and Enforcement.** This project is subject to compliance monitoring and enforcement by the DIR. The City must withhold contract payments from the Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

**8. Contractor and Subcontractor Registration Requirements.** The Contractor and all

subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. Contractor certifies that the Contractor has verified that all Contractor and all subcontractors (if any approved by City) used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5. The Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of signature of contract and immediately upon any changes or City's request.

9. **Stop Order.** Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on ALL public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.