City Council Meeting
04-13-26
Item 1.B.4.

Council Agenda Report

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Parker Davis, Media Production Technician

Reviewed by: Tatiana Holden, Interim Public Works Director/City Engineer

Approved by: Joseph D. Irvin, City Manager

Date prepared: March 25, 2026 Meeting date: April 13, 2026

Subject: Professional Services Agreement for City Hall Audio-Visual and Broadcast System Upgrade Project

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RECOMMENDED ACTION: 1) Authorize the Mayor to execute a Professional Services Agreement with Western A/V in the amount of $272,329.52 to upgrade the City Hall Audio-Visual and Broadcast System; and 2) authorize the Interim Public Works Director to approve any potential change orders up to $50,000.

FISCAL IMPACT: Funding for this project is included in the Adopted Budget for FY 2025-26 in Account No. 310-9126-5100 (City Hall Audio Visual and Broadcast System). No additional appropriation is required.

Agreement Authorization		Project Funding	
Western A/V, Inc. Proposal	$272,329.52	General Fund Designated CIP	$500,000.00
Contingency	$50,000.00		
Total	**$322,329.52**	**Total**	**$500,000.00**

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025-2028 Strategic Plan Goal 5: Modernize City Operations with a new Digital Ecosystem

DISCUSSION: The City Hall Audio-Visual and Broadcast System (A/V system) project replaces the current equipment in the Council Chambers/ Civic Theater, Multipurpose Room, and Senior Center. The equipment is critical for livestreaming and holding public meetings and events. The previous upgrade project was conducted in 2014. While the system has served its intended purpose, it now experiences frequent equipment failures due to its age, complexity, and obsolete technical standards.

Although repairs and upgrades were conducted, audio visual elements, such as cameras, lighting, microphones, and presentation systems do not meet modern standards, resulting in inadequate production quality for both in-person attendees and virtual participants. The age of the equipment and limited technical documentation have made troubleshooting and repairs challenging for staff and outside contractors. Increasing the urgency of this project, recent malfunctions have expanded into critical equipment where full system replacement is required to ensure the City can continue to effectively and reliably conduct City Council and other public meetings as well as host community and cultural events.

Since the COVID-19 Pandemic and the Palisades Fire, the operational needs of City Hall's A/V network have evolved significantly - requiring reliable support of hybrid public meetings, community workshops, speaker presentations, film screenings, staff training, and Senior Center classes. The method in which the 2014 upgrade project was conducted no longer supports current demand by staff and the community. This project will introduce a more flexible and modern system designed to adapt and scale with the anticipated needs of City Hall.

Staff released a Request for Qualifications/ Proposals for the project on December 18, 2025, and received six total bids. Staff reviewed and evaluated the six proposals and determined that Western A/V provided a strong understanding of City Hall's scope and diverse use-case, citing similar projects in neighboring cities, while maintaining a conservative budget and listing more user-friendly hardware and software solutions.

The project's scope not only replaces City Hall's current audio-visual capabilities but also anticipates future capacity, flexibility, and demand. This promotes flexible room configurations and positive user experience for both staff and the public. The goal of the project is to provide a state-of-the-art forum for Malibu Residents. Staff will determine alternative meeting accommodations or locations during the installation phase, if necessary. The Interim Public Works Director will hold authority over approval or denial of contingency requests.

Staff recommends the City Council authorize the Mayor to execute a Professional Services Agreement with Western A/V, for the upgrade of City Hall Audio Visual and Broadcast System in the amount of $272,329.52 and authorize the Interim Public Works Director to approve any potential change orders up to $50,000. This size of contingency is necessary to be prepared for unexpected issues that may arise during the installation process. Staff continues to find new, unforeseen problems during use, inspection, and maintenance of the Council Chambers/ Civic Theater, Multipurpose Room, and Senior Center.

ATTACHMENT:

1. Professional Services Agreement with Western A/V

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AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of April 13, 2026, by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and Western A/V, a California corporation (hereinafter referred to as the "Consultant").

The City and the Consultant agree as follows:

R E C I T A L S

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating to design, procurement, installation, and integration of replacing audio-visual and broadcast equipment in City facilities.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective April 13, 2026, and will remain in effect for a period of one (1) year from said date unless otherwise expressly extended in one (1) year increments up to a total of two (2) additional years and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee, hereinafter referred to collectively as "City Manager", for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with Exhibit "A" Scope of Work and Exhibit "B" compensation schedule, each exhibit attached hereto and made a part of this Agreement by this reference. The initial cost of services shall not exceed $272,392.52. An additional $100,000 is authorized for contingency costs, for a total, not-to-exceed amount of $372,392.52. If Consultant anticipates additional expenses exceeding the initial cost of $272,392.52, the Consultant must submit a written, detailed request for such , and the City

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Manager must approve of such requests in advance for Consultant to receive any contingency payment. The City shall have the sole discretion to approve or deny any contingency request. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the

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covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the minimum insurance requirements in the attached Exhibit C no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit C which is incorporated herein.

6.5 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel approved by City, and hold harmless City and any and all of its officials, employees, agents, and volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including, without limitation, attorney's fees and all other costs and fees of litigation, of every nature arising out of or in connection with Consultant's, its officers', agents', employees' or subconsultants' (or any agency or individual that Consultant shall bear the legal liability thereof) performance of services under this Agreement or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence. Consultant's duty to indemnify and hold harmless City shall not extend to the City's sole or active negligence or willful misconduct. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and

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the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within

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ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants 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 the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

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6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:
Joseph D. Irvin
City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861
TEL (310) 456-2489 x 226
FAX (310) 456-2760

TO CONSULTANT:
Hailey Schellin
Account Executive
Western A/V
1521 E. Orangethorpe Ave
Fullerton, California, 92831
TEL (714) 637-7272

6.20 Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

7.0 GENERAL TERMS AND CONDITIONS.

7.1 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials HS

8.0 PREVAILING WAGES:

8.1. Pursuant to Labor Code Section 1720 and 1771, and as specified in Title 8, California Code of Regulations, Section 16000 et seq., Consultant must pay its workers prevailing wages. It is Consultant's responsibility to interpret and implement any prevailing wage requirements and Consultant agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

8.2. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for

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State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. Consultant must post a copy of the prevailing rate of per diem wages at the job site.

8.3. CITY directs Consultant's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by Consultant or any subcontractor.

8.4. Labor Code Section 1777.5 requires Consultant or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

(a) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

(b) When the number of apprentices in training in the area exceeds a ratio of one to five, or

(c) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

(d) When Consultant provides evidence that Consultant employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

(e) Consultant is required to make contributions to funds established for the administration of apprenticeship programs if Consultant employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

(f) Consultant and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.

(g) Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

8.5. Consultant and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, Consultant must provide copies of the records at its cost.

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This Agreement is executed on this _____, at Malibu, California, and effective as of April 13, 2026.

Western A/V, a California corporation:

Signed by:
By: Hailey Schellin
227FE5C545FB48E...
Name: Hailey Schellin
Title: Account Executive

CITY OF MALIBU:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

_____
TREVOR RUSIN, Interim City Attorney

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EXHIBIT A
SCOPE OF WORK

The Consultant shall provide all professional services described below.

Audio-Visual and Broadcast Equipment Replacement and Update

The selected firm will replace and update the City's broadcast and audio-visual equipment control systems to meet modern standards in the Council Chambers, MPR, and Senior Center. Consistent hardware and software UI setup among each room will ensure ease of access for City Staff and streamline repair. The following guidelines are requested:

Council Chambers

- 15 wireless gooseneck microphones (12 current)
- 10 wireless handheld microphones (2-5 current)
- 2 wireless bodypack microphones
- 4 high definition, programmable PTZ broadcast cameras with controller
  - Panasonic AW-HE145 or similar, optimized for low light conditions
- Automation system for the following functions (audio video routing, lighting control)
  - Broadcast
  - Presentation
  - Film screening
- Presentation displays
  - (2) TV display panels for audience (40")
  - (2) display panels to replace long-throw projectors (80"-100")
  - (1) confidence monitor (65"-75")
- ADA compliance pursuant to FCC standards
  - Assistive listening devices
  - Live closed captioning

Multi-Purpose Room and Senior Center

- 4 wireless handheld microphones (2 current)
- Automation system for basic audio and video routing
- Third party device presentation support
- (2) TV display panels (55")

Project intent is to utilize existing power, conduit, and fixtures within City Hall, while replacing the existing server racks to appropriately accommodate modern hardware. All new systems and infrastructure must be compatible and seamlessly integrated with the existing City's IT network infrastructure, security protocols, building management systems, and existing communication platforms (e.g. Microsoft Teams, Zoom).The ideal candidate will complete this project in a timely and efficient manner, managing all phases of the procurement, installation, programming, testing, and training phases in collaboration with, and feedback from, City staff.

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Warranty

All equipment shall be new and free of defects, blemishes, or other cosmetic defects. A minimum one (1) year warranty shall be provided for all equipment and installation.

During the warranty period the Consultant shall:

- Provide telephone/online support within 4 business hours of a service request.
- Provide on-site support within 48 hours of a service request that was not corrected by telephone/online support.
- Repair or replace faulty items within 96 hours of on-site service or within manufacturer's specific repair program, whichever is quicker.

Testing

The Consultant shall test the audio-visual and broadcasting systems to assure that they meet the performance specifications. Initial tests and adjustments shall be performed by the Consultant, who shall include the cost of these tests in the proposal.

The Consultant or technician shall be onsite for the first 4 public meetings to ensure proper functionality of the system in real-world conditions.

Training

The Consultant shall provide end user training on the operation of the audio-visual and broadcasting systems. Training sessions will be coordinated by the Consultant and the Owner after the systems have been checked out, and all punch list items are completed. The training sessions will include:

- Demonstration and operation on the use of the system.
- Familiarization with system diagrams and manufacturer's literature.
- Familiarization with controllers and software interfaces and abbreviated documentation.
- Hands-on operation of the audio-visual and broadcasting systems.
- Instructions on care and maintenance of the audio-visual and broadcasting systems.

Documentation and Support

The Consultant shall provide detailed plans, schematics, rack elevations, product specifications, related drawings, and programming files to the City.

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EXHIBIT B
COMPENSATION SCHEDULE

SERVICE PLAN

Service and Preventative Maintenance	$4,734.45	Annually

Year 1: $4,734.45 (50% OFF) (INCLUDED IN BASE BID PRICING)
Year 2: $9,468.90
Year 3: $9,468.90
Year 4: $9,468.90
Year 5: $9,468.90

PROJECT SUMMARY

COST BREAKDOWN

Equipment:	$150,551.54
Labor:	$94,591.74
G & A:	$2,340.66
Travel:	$0.00
Bond:	$0.00
Shipping and Handling:	$4,267.49
Electronic Waste Recycling:	$42.00
Sales Tax:	$15,801.64
Project Subtotal:	$267,595.07
Service & Preventative Maintenance	$4,734.45
Grand Total:	**$272,329.52**

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Council Chamber

Display System

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	3	**Chief FCAV1U** FUSION PULLOUT	$326.17	$978.51
	2	**Chief FCAXV1U** XL FUSION PULLOUT ACCS	$497.80	$995.60
	1	**Chief LTM1U** Micro-Adjust Tilt Wall Mount Large	$277.40	$277.40
	2	**Chief MTM1U** Micro-Adjust Tilt Wall Mount Medium	$176.70	$353.40
	2	**Chief XTM1U** Micro-Adjust Tilt Wall Mount X-Large	$328.70	$657.40
	2	**Newline STV-4324-PLUS** 43 Inch STV+ Smart TV	$475.12	$950.24
	1	**Newline STV-7524-PLUS** 75 Inches STV+ Smart TV	$1,066.67	$1,066.67
	2	**Newline STV-9824-PLUS** 98 Inches STV+ Smart TV	$3,851.11	$7,702.22

Signal Distribution and Switching System

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	**Crestron AM3-111 KIT** AirMedia Series 3 Kit with AM-3100-WF Receiver and AM-TX3-100 Adaptor	$1,361.11	$1,361.11
	1	**Crestron DM-NAX-AUD-IO** Audio-over-IP Converter with Balanced/Unbalanced Line-Level Audio Input and Output	$444.44	$444.44
	7	**Crestron DM-NVX-D20** DM NVX 4K60 4:2:0 Network AV Decoder Main Display 1, Main Display 2, OFE Projector, Supplemental Display 1, Supplemental Display 2, Confidence Monitor, Broadcast	$550.00	$3,850.00
	6	**Crestron DM-NVX-E20** DM NVX 4K60 4:2:0 Network AV Encoder Clerk PC, Lectern HDMI, Mayor HDMI, Wireless, Broadcast Zoom PC, Broadcast.	$550.00	$3,300.00

Audio System

	Quantity	Manufacturer/Model	Unit Price	Extended Price

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	1	**Biamp Voltera A 300.2** Two-channel, 300-watt analog amplifier	$555.56	$555.56
	1	**Listen LWS-04B-W1-D** Listen Technologies LWS-04B-W1-D LWS Series 2-Channel Wi-Fi Audio System with 4 Dante Receivers, Black	$2,618.79	$2,618.79
	1	**QSC CORE24F-NA** Q-SYS network + analog I/O processor	$3,600.00	$3,600.00
	1	**QSC SL-DAN-32-P** Q-SYS software-based Dante 32x32 Channel License, Perpetual	$656.67	$656.67
	15	**Shure MXC416/C** Gooseneck Microphone, Length 40 cm, single bend	$182.61	$2,739.15
	15	**Shure MXCW640** Wireless Conference Unit	$1,316.28	$19,744.20
	1	**Shure MXCWAPT-A** Access Point Receiver	$3,294.39	$3,294.39
	2	**Shure MXCWNCS-US** Networked Charging Station	$988.00	$1,976.00
	12	**Shure SB903** Lithium Ion Battery For SLX-D	$44.33	$531.96
	15	**Shure SB930** Rechargeable Battery	$152.00	$2,280.00
	6	**Shure SBC203-US** Dual Docking Station for SLX-D transmitters and SB903 battery	$117.17	$703.02
	2	**Shure SLXD1=-G58** Bodypack Transmitter Wilreless Microphone	$237.50	$475.00
	10	**Shure SLXD2/B58=-G58** Handheld Transmitter Wireless Microphone	$324.06	$3,240.60
	3	**Shure SLXD4QDAN+=-G57** Quad Channel Receiver with G57 Frequency Band	$2,785.61	$8,356.83
	1	**Shure UA844+SWB/LC** Wideband antenna distributor with five push-on DC cable and no antenna cable	$499.28	$499.28
	2	**Shure UA864US** Wall-mounted wideband antenna	$393.72	$787.44
	2	**Shure WL183MB/O-TQG** Omnidirectional TQG Lavalier Microphone	$112.94	$225.88
	1	**Western AV OFE Speakers** [OFE]	$0.00	$0.00

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Control System

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	**Crestron CP4N** 4-Series Control System	$1,711.11	$1,711.11
	1	**Crestron TS-1070-B-S** 10.1" Tabletop Touch Screen, Black Smooth	$1,815.56	$1,815.56
	1	**Crestron TSW-1070-B-S** 10.1" Wall Mount Touch Screen, Black Smooth	$1,694.44	$1,694.44
	1	**Western AV OFE Device** [OFE] - OFE Lighting control presets	$0.00	$0.00

Camera System

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	4	**Panasonic AW-HE145KPJ** HD Integrated PTZ Camera with 20x Optical Zoom (Black)	$7,672.22	$30,688.88
	1	**Panasonic AW-RP150GJ5** Touchscreen Remote Camera Controller	$6,509.44	$6,509.44
	4	**PTZOptics PT-CM-3-BK**	$65.56	$262.24

Broadcast System

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	**Blackmagic Design ATEM 1 M/E ADVANCED PANEL 10** [OFE] - Control panel for all ATEM switchers	$0.00	$0.00
	1	**Blackmagic Design ATEM 2 M/E Constellation 4K** [OFE] - Powerful 2 M/E Ultra HD live production switcher	$0.00	$0.00
	2	**Blackmagic Design CONVMUDCSTD/HD** Blackmagic Design Mini Converter UpDownCross HD	$187.22	$374.44
	1	**Tightrope Media Systems CBL-VIOLITE-HA** [OFE] - Annual hardware warranty contract for the CBLVIOLITE. First 3 years are included with the purchase.	$0.00	$0.00

Miscellaneous Components

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	3	**Covid QT-A-007938-01** Decora, 1 Gang, Black Powder Coated	$27.22	$81.66

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1	**Western AV OFE Network Switch** [OFE] - Malibu to provide DANTE AVoIP capable network. Malibu to provide switch uplinks between Chambers - Senior Center & Chambers - MPR	$0.00	$0.00
1	**Western AV OFE Rack** [OFE]	$0.00	$0.00

Shipping, Handling & Consumables

Quantity	Manufacturer/Model	Unit Price	Extended Price
1	**Western AV Cable and Connectors**	$1,452.90	$1,452.90
1	**Western AV Equipment Rack Hardware** Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	$1,162.32	$1,162.32
1	**Western AV Installing Hardware & Accessories** Installing Hardware & Accessories	$2,034.06	$2,034.06
1	**Western AV Tariff Surcharge** Tariff Surcharge Subject to Change	$533.96	$533.96

Labor

Installation Labor

Quantity	Manufacturer/Model	Unit Price	Extended Price
1	**Western AV Closing Travel Labor** Closing Travel Labor		$3,413.30
1	**Western AV Engineering & Drafting** Engineering & Drafting costs include site walks, creation of drawings, design review, installer support, meetings etc.		$8,866.48
1	**Western AV Project Management** Project Management costs include meetings, site walks, project coordination / scheduling etc.		$3,408.00
1	**Western AV: Closing & Commissioning** Training, Closing, Commissioning costs include updating all devices to the latest firmware, testing, troubleshooting, device configuring and training clients.		$11,333.60
1	**Western AV: Programming** Programming costs include user interface designing, off-site and on-site programming.		$9,600.00
1	**Western AV: Installation Labor - PW** Installation Labor		$31,734.08

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Equipment:	**$122,542.77**
Labor:	**$68,355.46**
G & A:	**$1,912.55**
Travel:	**$0.00**
Bond:	**$0.00**
Shipping:	**$3,486.96**
Electronic Waste:	**$42.00**

Council Chamber Subtotal Without Tax	**$196,339.74**

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Senior Center / MPR

Display System

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	2	**Chief FCAV1U** FUSION PULLOUT	$326.17	$652.34
	2	**Chief MTM1U** Micro-Adjust Tilt Wall Mount Medium	$176.70	$353.40
	2	**Newline STV-5524-PLUS** 55 Inch STV+ Smart TV	$654.72	$1,309.44
	2	**Western AV OFE Projector** [OFE]	$0.00	$0.00
	2	**Western AV OFE Screen** [OFE] - 120" D Screen	$0.00	$0.00

Signal Distribution and Switching System

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	2	**Blackmagic Design CONVMUDCSTD/HD** Blackmagic Design Mini Converter UpDownCross HD	$187.78	$375.56
	2	**Crestron AM3-111 KIT** AirMedia Series 3 Kit with AM-3100-WF Receiver and AM-TX3-100 Adaptor	$1,361.11	$2,722.22
	2	**Crestron DM-NAX-AUD-IO** Audio-over-IP Converter with Balanced/Unbalanced Line-Level Audio Input and Output	$444.44	$888.88
	5	**Crestron DM-NVX-D20** DM NVX 4K60 4:2:0 Network AV Decoder MPR Projector, MPR Dispaly, SS Projector, SS Display, Broadcast	$550.00	$2,750.00
	4	**Crestron DM-NVX-E20** DM NVX 4K60 4:2:0 Network AV Encoder MPR Wireless, SS Wireless, MPR PC, Broadcast Overflow	$550.00	$2,200.00
	2	**Crestron DM-NVX-E20-2G-W-T** DM NVX 4K60 4:2:0 Network AV Encoder, Wall Plate, White Textured MPR Wallplate, SS Wallplate	$666.67	$1,333.34

Audio System

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	**Listen LWS-04B-W1-D** Listen Technologies LWS-04B-W1-D LWS Series 2-Channel Wi-Fi Audio System with 4 Dante Receivers, Black	$2,618.79	$2,618.79

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	1	**QSC CORE 8 FLEX-NA** Processor, Core 8 FLEX-NA, 100-240V,	$2,350.00	$2,350.00
	4	**Shure SB903** Lithium Ion Battery For SLX-D	$44.33	$177.32
	2	**Shure SBC203-US** Dual Docking Station for SLX-D transmitters and SB903 battery	$117.17	$234.34
	4	**Shure SLXD2/SM58=-G58** Handheld Transmitter with SM58 Capsule	$224.83	$899.32
	1	**Shure SLXD4Q+=-G57** Digital Wireless Quad Channel Receiver	$2,088.94	$2,088.94
	1	**Western AV OFE AMP** [OFE]	$0.00	$0.00
	1	**Western AV OFE Device** [OFE] - OFE Bluetooth receiver	$0.00	$0.00
	1	**Western AV OFE Speakers** [OFE]	$0.00	$0.00

Control System

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	**Crestron CP4N** 4-Series Control System	$1,711.11	$1,711.11
	1	**Crestron GLS-PART-CN** Cresnet Partition Sensor	$492.22	$492.22
	2	**Crestron TSW-770-B-S** 7" Wall Mount Touch Screen, Black Smooth	$1,100.00	$2,200.00

Miscellaneous Components

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	**Middle Atlantic CASTERS-K** Essex Caster Kit Set of 4	$55.58	$55.58
	1	**Middle Atlantic RCS1824** 18Space 24"D rack Config with Space, Front door, Rap, (3)Shelves, (3)panels	$867.78	$867.78

Shipping, Handling & Consumables

	Quantity	Manufacturer/Model	Unit Price	Extended Price
	1	**Western AV Cable and Connectors**	$650.44	$650.44

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1	**Western AV Equipment Rack Hardware** Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	$260.18	$260.18
1	**Western AV Installing Hardware & Accessories** Installing Hardware & Accessories	$325.22	$325.22
1	**Western AV Tariff Surcharge** Tariff Surcharge Subject to Change	$492.35	$492.35

Labor

Installation Labor

Quantity	Manufacturer/Model	Unit Price	Extended Price
1	**Western AV Engineering & Drafting** Engineering & Drafting costs include site walks, creation of drawings, design review, installer support, meetings etc.		$3,799.92
1	**Western AV Project Management** Project Management costs include meetings, site walks, project coordination / scheduling etc.		$1,136.00
1	**Western AV: Closing & Commissioning** Training, Closing, Commissioning costs include updating all devices to the latest firmware, testing, troubleshooting, device configuring and training clients.		$3,966.76
1	**Western AV: Programming** Programming costs include user interface designing, off-site and on-site programming.		$6,000.00
1	**Western AV: Installation Labor - PW** Installation Labor		$11,333.60

Equipment:	**$28,008.77**
Labor:	**$26,236.28**
G & A:	**$428.11**
Travel:	**$0.00**
Bond:	**$0.00**
Shipping:	**$780.53**
Electronic Waste:	**$0.00**

Senior Center / MPR Subtotal Without Tax **$55,453.69**

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LOCATION SUMMARY

Location	Installed Price
Council Chamber	$196,339.74
Senior Center / MPR	$55,453.69
Project Subtotal without tax:	**$251,793.43**

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EXHIBIT C
INSURANCE LANGUAGE

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least $1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Umbrella or Excess Liability Insurance. Consultant shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrency of effective dates with primary policies.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess over

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commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self- insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than

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required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.