

**CITY OF CHULA VISTA  
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT  
WITH WESTERN A/V DBA: WESTERN AUDIO VISUAL  
TO PROVIDE COUNCIL CHAMBERS AUDIO VISUAL EQUIPMENT REPLACEMENT AND  
INTEGRATION**

This Agreement is entered into effective as of March 26, 2019 (“Effective Date”) by and between the City of Chula Vista, a chartered municipal corporation (“City”) and **Western A/V DBA: Western Audio Visual**, [A California Corporation] (“Contractor/Service Provider”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

**RECITALS**

WHEREAS, the City of Chula Vista desires to replace all of the audio/visual equipment in the Council Chambers with the exception of the video production equipment; and

WHEREAS, in accordance with Chula Vista Municipal Code 2.56.080, the City of Chula Vista conducted a Request for Proposal # P23 – 17/18 to select a contractor to purchase and install necessary audio/visual equipment; and

WHEREAS, Western Audio Visual was the contractor selected from a competitive process due to their previous experience and superior pricing; and

WHEREAS, Contractor/Service Provider warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Contractor/Service Provider to City in accordance with the time frames and the terms and conditions of this Agreement.

**[End of Recitals. Next Page Starts Obligatory Provisions.]**

## OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Contractor/Service Provider hereby agree as follows:

### 1. SERVICES

1.1 Required Services. Contractor/Service Provider agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Contractor/Service Provider, from time to time, reduce the Required Services to be performed by the Contractor/Service Provider under this Agreement. Upon doing so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Contractor/Service Provider provide additional services related to the Required Services (“Additional Services”). If so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Contractor/Service Provider expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Contractor/Service Provider of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Contractor/Service Provider or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Contractor/Service Provider to provide additional security for performance of its duties under this Agreement, Contractor/Service Provider shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Contractor/Service Provider shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Contractor/Service Provider shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Contractor/Service Provider shall submit for City's information and approval a list of any and all subcontractors to be used by Contractor/Service Provider in the performance of the Required Services. Contractor/Service Provider agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Contractor/Service Provider to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Contractor/Service Provider under this Agreement, Contractor/Service Provider shall ensure that each and every subcontractor carries out the Contractor/Service Provider's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Contractor/Service Provider's commencement of the Required Services hereunder, and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

## 2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Contractor/Service Provider in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Contractor/Service Provider agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Contractor/Service Provider must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Contractor/Service Provider. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Contractor/Service Provider for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon City review and determination of Project Completion, the holdback amount will be issued to Contractor/Service Provider.

2.5 Reimbursement of Costs. City may reimburse Contractor/Service Provider's out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Contractor/Service Provider shall be responsible for any and all out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Contractor/Service Provider for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City

shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Contractor/Service Provider, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Contractor/Service Provider understands and agrees that payment to the Contractor/Service Provider or reimbursement for any Contractor/Service Provider costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Contractor/Service Provider of the terms of this Agreement. If City determines that Contractor/Service Provider is not entitled to receive any amount of compensation already paid, City will notify Contractor/Service Provider in writing and Contractor/Service Provider shall promptly return such amount.

### 3. INSURANCE

3.1 Required Insurance. Contractor/Service Provider must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the “Required Insurance”). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. For Workers’ Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Contractor/Service Provider must include all sub-Contractor/Service Providers/subcontractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-Contractor/Service Providers must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City’s Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Contractor/Service Provider’s insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be “Primary.” Contractor/Service Provider’s general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Contractor/Service Provider and in no way relieves Contractor/Service Provider from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days' prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Contractor/Service Provider must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Contractor/Service Provider's insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Contractor/Service Provider waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Contractor/Service Provider shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Contractor/Service Provider has obtained the Required Insurance in compliance with the terms of this Agreement. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The "Retro Date" must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of this Agreement, the Contractor/Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Contractor/Service Provider's obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Contractor/Service Provider maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

## 4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Contractor/Service Provider shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, “Indemnified Parties”), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys’ fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Contractor/Service Provider, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Contractor/Service Provider, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Contractor/Service Provider’s obligations under this Section 4 is Contractor/Service Provider’s obligation to defend, at Contractor/Service Provider’s own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Contractor/Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Contractor/Service Provider’s Obligations Not Limited or Modified. Contractor/Service Provider’s obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Contractor/Service Provider. Furthermore, Contractor/Service Provider’s obligations under this Section 4 shall in no way limit, modify or excuse any of Contractor/Service Provider’s other obligations or duties under this Agreement.

4.5. Enforcement Costs. Contractor/Service Provider agrees to pay any and all costs City incurs in enforcing Contractor/Service Provider’s obligations under this Section 4.

4.6 Survival. Contractor/Service Provider’s obligations under this Section 4 shall survive the termination of this Agreement.

## 5. FINANCIAL INTERESTS OF CONTRACTOR/SERVICE PROVIDER.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and Contractor/Service Providers performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Contractor/Service Provider shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.



5.2 Disclosures; Prohibited Interests. Independent of whether Contractor/Service Provider is required to file a Form 700, Contractor/Service Provider warrants and represents that it has disclosed to City any economic interests held by Contractor/Service Provider, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Contractor/Service Provider warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, to solicit or secure this Agreement. Further, Contractor/Service Provider warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor/Service Provider further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Contractor/Service Provider or Contractor/Service Provider's subcontractors. Contractor/Service Provider further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

## 6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Contractor/Service Provider shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Contractor/Service Provider shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Contractor/Service Provider. Such notice shall identify the Default and the Agreement termination date. If Contractor/Service Provider notifies City of its intent to cure such Default prior to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Contractor/Service Provider up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Contractor/Service Provider shall immediately provide City any and all "Work Product" (defined in Section 7 below) prepared by Contractor/Service Provider as part of the Required Services. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider may be entitled to compensation for work satisfactorily performed prior to Contractor/Service Provider's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Contractor/Service Provider of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Contractor/Service Provider shall immediately cease all work under the Agreement and promptly deliver all "Work Product" (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City's value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Contractor/Service Provider hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Contractor/Service Provider shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Contractor/Service Provider agrees that it is subject to personal jurisdiction in California. If Contractor/Service Provider is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Contractor/Service Provider irrevocably consents to service of process on Contractor/Service Provider by first class mail directed to the individual and address listed under "For Legal Notice," in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

## 7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively "Work Product") shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Contractor/Service Provider in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Contractor/Service Provider, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Contractor/Service Provider shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## 8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Contractor/Service Provider's unique qualifications and traits. Contractor/Service Provider shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City's prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Contractor/Service Provider warrants and represents that they have the authority to execute same on behalf of Contractor/Service Provider and to bind



Contractor/Service Provider to its obligations hereunder without any further action or direction from Contractor/Service Provider or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Contractor/Service Provider agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-Contractor/Service Providers.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Contractor/Service Provider is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor/Service Provider or any of Contractor/Service Provider's officers, employees, or agents ("Contractor/Service Provider Related Individuals"), except as set forth in this Agreement. No Contractor/Service Provider Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Contractor/Service Provider Related Individuals; instead, Contractor/Service Provider shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Contractor/Service Provider shall not at any time or in any manner represent that it or any of its Contractor/Service Provider Related Individuals are employees or agents of City. Contractor/Service Provider shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

**(End of page. Next page is signature page.)**

**SIGNATURE PAGE  
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Contractor/Service Provider agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

**WESTERN A/V DBA: WESTERN AUDIO VISUAL**

**CITY OF CHULA VISTA**

BY: \_\_\_\_\_  
| HAILEY SCHELLIN |  
| ACCOUNT EXECUTIVE |

BY: \_\_\_\_\_  
| GARY HALBERT |  
| CITY MANAGER |

| ATTEST

BY: \_\_\_\_\_  
Kerry K. Bigelow, MMC  
City Clerk |

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Glen R. Googins  
City Attorney

**EXHIBIT A**  
**SCOPE OF WORK AND PAYMENT TERMS**

**1. Contact People for Contract Administration and Legal Notice**

A. City Contract Administration:

Edward Chew  
276 4<sup>th</sup> Avenue, Chula Vista, CA 91910  
(619) 691-5013  
echew@chulavistaca.gov

For Legal Notice Copy to:  
City of Chula Vista  
City Attorney  
276 Fourth Avenue, Chula Vista, CA 91910  
619-691-5037  
CityAttorney@chulavistaca.gov

B. Contractor/Service Provider Contract Administration:

WESTERN A/V DBA: WESTERN AUDIO VISUAL  
1592 N. Batavia St., Suite 2, Orange, CA 92867  
(714) 637-7272  
haileys@wav1.com

For Legal Notice Copy to:  
Hailey Schellin  
1592 N. Batavia St., Suite 2, Orange, CA 92867  
(714) 637-7557  
haileys@wav1.com

**2. Required Services**

A. General Description:

Design, purchase and install audio/visual equipment in the City Council Chambers and related conference rooms. This project includes all work and material outlined in the Request for Proposal P23 – 17/18 and optional items of direct view LED screen and wireless microphones.

B. Detailed Description:

Attachment A contains SCOPE detail for this project.

**3. Term:** In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin March 26, 2019 and end on March 26, 2020 for completion of all Required Services.

**4. Compensation:**

**A. Form of Compensation**

Single Fixed Fee. For performance of all of the Required Services by Contractor/Service Provider as herein required, City shall pay Contractor/Service Provider a maximum amount of \$271,810.51, based on invoicing pursuant to Section 2. of this Agreement. Any additional costs beyond the contracted amount are subject to approval by the City of Chula Vista prior to incurring the costs. Invoicing for productive hours spent on performance of Required Services shall be invoiced at the following rates:

Engineering/Documentation: \$106/hr

On-site coordination meetings and supervision: \$69/hr

In shop fabrication and assembly: \$69/hr

On-site fabrication, assembly and installation: \$69/hr

On-site verification and testing: \$69/hr.

### **B. Reimbursement of Costs**

None, the compensation includes all costs

Notwithstanding the foregoing, the maximum amount to be paid to the Contractor/Service Provider for services performed through March 26, 2020 shall not exceed \$271,810.51 without authorization from the City of Chula Vista.

### **5. Special Provisions:**

Permitted Sub-Contractor/Service Providers: Pacific Rim Contractors, Inc. 1315 East Saint Andrews Place, Unit B Santa Ana, CA, 92705 714-641-7380

Security for Performance: "None"

Notwithstanding the completion date set forth in Section 3 above, City has option to extend this Agreement for [Insert Number of Terms] additional terms, defined as a one-year increment or [Enter a Specific Date. if applicable]. The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in Section 4 above may be increased by up to [Insert Percentage of Increase or Actual Dollar Amount] for each extension. The City shall give written notice to Contractor/Service Provider of the City's election to exercise the extension via the Notice of Exercise of Option to Extend document. Such notice shall be provided at least 30 days prior to the expiration of the term.

Other: Describe Special Provisions (Delete Line If Not Applicable)

None

**EXHIBIT B  
INSURANCE REQUIREMENTS**

Contractor/Service Provider shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input checked="" type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit  Additional Insured Endorsement or Blanket AI Endorsement for City*  Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01  <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input checked="" type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	

Other Negotiated Insurance Terms: ["NONE"]

**EXHIBIT C**

**CONTRACTOR/SERVICE PROVIDER CONFLICT OF INTEREST DESIGNATION**

The Political Reform Act<sup>1</sup> and the Chula Vista Conflict of Interest Code<sup>2</sup> (“Code”) require designated state and local government officials, including some Contractor/Service Providers, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, Contractor/Service Providers designated to file the Form 700 are also required to comply with certain ethics training requirements.<sup>3</sup>

A. Contractor/Service Provider **IS** a corporation or limited liability company and is therefore **EXCLUDED**<sup>4</sup> from disclosure.

B. Contractor/Service Provider is **NOT** a corporation or limited liability company and disclosure designation is as follows:

**APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES**

(Category descriptions available at [www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code](http://www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code).)

<i>Name</i>	<i>Email Address</i>	<i>Applicable Designation</i>
Enter Name of Each Individual Who Will Be Providing Service Under the Contract – <i>If individuals have different disclosure requirements, duplicate this row and complete separately for each individual</i>	Enter email address(es)	<input type="checkbox"/> <b>A. Full Disclosure</b> <input type="checkbox"/> <b>B. Limited Disclosure</b> ( <i>select one or more of the categories under which the Contractor shall file</i> ): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification:  <input type="checkbox"/> <b>C. Excluded from Disclosure</b>

**1. Required Filers**

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Contractor/Service Provider,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

**2. Required Filing Deadlines**

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

**3. Filing Designation**

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Contractor/Service Provider will provide. Notwithstanding this designation or anything in the Agreement, the Contractor/Service Provider is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 \*2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the Contractor’s requirement to comply with the disclosure requirements set forth in the Code.

**Completed by:** Edward Chew, Director of ITS

1 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

2 Chula Vista Municipal Code §§2.02.010-2.02.040.

3 Cal. Gov. Code §§53234, *et seq.*

4 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4<sup>th</sup> 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).





Council Chamber System Upgrade  
for  
the City of Chula Vista  
**RFP P23-17/18**

**SCOPE OF WORK**

Western AV has thoroughly reviewed the Scope of Work that has been provided in the RFP on pages 10-16. The following comments have been provided for each section;

**Video Presentation Screen**

Western A/V has proposed a direct view LED display that meets the following specifications:

- Pixel pitch of 1.5 mm or smaller
- Display size of at least 10' x 5.6' (actual size of LED wall is 9.92' x 5.58')
- Resolution of at least 1920x1080
- Provide spare LED panels equal to 5% of the panel modules
- LED display shall include a manufacturer's warranty that the product will be free from any defect in materials or workmanship for a period of two (2) years and will include replacement of any needed parts and labor for repair free of charge.
- Installation labor and materials as needed to provide modifications to the video display wall to maintain the current wall appearance.

**Council Member and Staff Displays**

Western A/V has proposed to install a total of (12) 21.5" LED LCD monitors at the specified dais positions.

**Council Member Name Digital Signage**

Western A/V has proposed 19.5" monitors (1920 x 1080) as we feel the 27" monitors would be overpowering at the dais and they are too wide to fit within the 22" of available space in the existing case work.



### **Video Source Inputs**

Western A/V has proposed to provide VGA+audio and HDMI inputs at each of the following locations:

1. Podium
2. One at staff location
3. Council Clerk
4. House PC
5. Blu-ray
6. Podium document camera
7. Staff document camera
8. Cable TV feed
9. Skype PC

• At the council member/staff locations where current VGA and HDMI input panels will no longer be needed replace these inputs with USB charging ports (minimum two ports per location).

### **Video Distribution and Routing**

The current video distribution and routing system shall be completely replaced with a network-based video distribution system. System to have minimal latency and the ability to route any input signal to any location within the facility. System to be:

- Crestron DM NVX series encoders, decoders and network switches
- The Clerk now has keyboard and mouse control of the house PC and Skype PC and can preview it on her display. The new system will have a KVM switch with the ability to view and control a local computer in addition to the house PC.
- Provide video distribution for the Clerk to be able to preview the house PC, the local pc, the Skype PC, and both document cameras
- Provide video feeds to all existing and new video displays including the lobby.

### **Sound Reinforcement System**

Substituted a Biamp DSP system for the QSC system specified. Western AV has successfully installed and maintained over 30+ council chambers using the Biamp platform with great success. A Shure MXW wireless system was chosen over the ULXD system as it uses Dante digital audio and provides re-charging capabilities standard.

- Existing system DSP to be replaced with a QSC Q-SYS audio DSP or equal
- Provide DSP programming for optimal performance including interface with the control system
- Replace existing wireless Shure SLX microphone systems with Shure ULXD microphone systems. System to include a total of 6 desktop microphones, one handheld and one bodypack lavalier microphone for a total of 8 wireless channels. Remote locate antennas in the council room to maximize signal reception and reduce interference caused by other wireless devices in chambers. Please include option to provide 8 wearable “headmic” wireless microphones.



- Existing Dais microphones to remain in place and be reused. Provide 8 gooseneck extensions for the existing Sennheiser MEG14-40B microphones for use as needed.

- Move the current podium microphone to a location closer to the speaker. Coordinate exact location with the City.
- The 3 council mics on the left side of the dais shall be moved to the side of the dais facing the center of the room for better pickup of council members looking toward the center of the room.
- Provide an audio feed to the lobby, council restrooms and Mayor's conference room. Provide individual control of each zone.
- Provide two additional line level audio inputs, one each on either side of the dais.

### **Audio Recording and Distribution**

Bid as specified. City will be responsible for providing and configuring the required FTP server for file management on the network.

- Provide and install an audio recording appliance that is controlled by the control system that records MP-3 files that can be accessed on the network
- Provide transformer isolated audio feeds to the following locations:
  - Two output panels either side of the Dais
  - Four feeds for ENG camera crews to the media room
  - Translation room and overflow rooms

### **Countdown Timer**

Bid as specified.

- Replace the countdown timer display at the podium with a similar size display that is viewable off-axis for someone standing at the podium.
- Countdown timer functioning and programming as needed per the control system

### **Control System and Programming**

Bid as specified.

Each seat at the dais will have a new control system touchscreen display. Control system will interface with all equipment and provide functionality as outlined below:

- Provide a total of 13 control touchscreens at the following locations:
  - 5 Council Members (including Mayor)
  - City Manager
  - City Attorney
  - City Clerk
  - Four staff positions
  - Control room
- Provide 4 levels of control capability:
  - Basic functions including voting (YES/NO/ABSTAIN), request to speak, mic mute at those stations that do not currently have hard button mic controls. Voting capabilities for each touch screen should be able to be configured for a certain meeting type by an admin user of the system. All touch screens will have request to speak and mic mute under all



configurations. (7" touchscreens)

- Mayor and Deputy Mayor (seat to the right of Mayor) control panel will provide the

basic functions listed above, plus view and clear request to speak notifications (10" touchscreens)

- The Clerk and one of the staff position panels will have full control, including timer control, the ability to register an "abstain" vote on behalf of a voting member during voting on a particular item, and the ability to set a voting member as "absent" for the duration of a meeting or until changed so that no vote is required by that member. (10" touchscreens)
- Control room panel will have full control including volume control over all microphones
- System default timer time is now 5 minutes. Provide 3- and 5-minute "quick select" programming and the ability to manually increase and decrease the time amount in 1-minute increments. The timer displays should count down using minutes and seconds and provide a green/yellow/red visual signal to indicate remaining time (e.g. green until 30 seconds before time runs out, yellow from 30 seconds to 10 seconds remaining, red from 10 seconds to 0 seconds) and include an audible notification when time has expired.
- The functionality provided by the AV Control System will include but may not be limited to:
  - System On/Off (Standby)
  - System power down – manual and/or scheduled
  - Video source selection and routing of AV sources to any of the available video displays
  - Control and scaling of video displays
  - Room audio source selection
  - Room audio volume control
  - Individual microphone level and muting
  - Request to speak (including during voting)
  - Teleconferencing functions including all phone system interface programming
  - Teleconference audio source selection/mixing
  - Teleconference audio volume control
  - Skype computer interface as needed
  - Control of Blu-ray player
  - Control of CATV tuner
  - Control touch panel functions as per the City
  - Zone level/mute
  - Press feed mute
  - Transport control of appropriate devices
  - Lighting control
  - Recording control
  - Control of digital audio Council system
  - Any existing functionality currently in system
- Create menu pages to provide simple "one-touch" system activation, selection of preset operating parameters, as many as may be required to cover the various meeting modes, city council and EOC functions, and a quantity of user-definable presets.
- Touchscreen programming will provide access to system individual microphone levels, playback control of source devices, microphone equalization, and other functions to be determined in



conversations with the City. Certain touch panels will have different control features and level of control.

- The City Clerk and Staff touch panels will have control of all the systems.
- The control system will provide access to the lighting presets so the entire configuration of the space can be activated using the “one-touch” process.
- An advanced section will be included allow a means of storing user definable presets that set microphone levels and custom microphone equalization. A library of microphone equalization settings will also be stored.
- An advanced section will be included to allow a means of storing user-definable presets for up to 15 different meeting configurations that each include the displayed meeting name, set of names (including an option for “blank” or no name) for display on the front nameplates, assignment of the name to each touchscreen, voting capabilities for each touchscreen, and the order in which names appear on the final/completed voting display.
- Menu pages must be password protected to limit access beyond simple system on/off and preset selection to those trained and qualified for other operations. All passwords and login information and software licenses related to the control systems programming will be provided to the City for their distribution as appropriate among staff and end users.
- All custom programming configurations and code will remain the property of the City.
- Prototype control screen templates will be presented to the City and Consultant for review and approval.
- Beta level control systems programming that have been tested with equipment will be provided for Consultant during mock-up phase.
- Completed base programming and structure will be tested and operational during system commissioning.
- The AV Contractor shall provide for up to two City requested revision lists to functionality and GUI layout that will be incorporated into the control system programming during the first year of building operation, after the first systems use. The AV Contractor shall provide these programming revisions without request for additional payments.
- In addition to the two major programming revisions, the lead programmer(s) shall be present for the first two times each of the systems are used by the City. Assume there will be two to three hours of follow-up programming changes after each of these two events.

### **Translation/Interpretation, Hearing Impaired**

Bid as specified.

Ensure all current functionality is maintained and that audio feed and control is available.

### **Room C-101**

Bid as specified.

This room can be used as a stand-alone meeting space or as an overflow room for the council chambers.

The room currently has local inputs, a projector and screen and local control panel. New equipment for this room will include:

- Replace the existing projector and screen with a 70” flat panel 4k resolution display.
- Update local inputs to include local VGA and HDMI.



- Provide a local touchscreen control panel that will control local playback volume, overflow audio volume, audio and video source selection and power control.
- Provide programming to override the local touchscreen panel when a meeting is in progress and controlled through the main chambers system.

### **Conference Room 106**

Bid as specified.

This room can be used as a stand-alone meeting space or as an overflow room for the council chambers. The room currently has local inputs, a projector and screen and local control panel. New equipment for this room will include:

- Replace the existing projector and screen with a 70" flat panel 4k resolution display.
- Update local inputs to include local VGA and HDMI.
- Provide a local touchscreen control panel that will control local playback volume, overflow audio volume, audio and video source selection and power control.
- Provide programming to override the local touchscreen panel when a meeting is in progress and controlled through the main chambers system.

### **Lighting**

Without any details on the current problems with the system, it is NOT possible to provide a price for equipment and/or programming. Western AV feels this system should be evaluated during the upgrade process and any work performed would be billed simply as "Time and Materials".

### **Production Video Systems**

Bid as specified.

Systems modifications not included in this scope of work other than as might be incidental to other work as contained in this scope

### **Granicus and Video Archiving System**

Bid as specified.

Systems modifications not included in this scope of work other than as might be incidental to other work as contained in this scope.

### **Lighting System**

The current lighting system has had previous issues that need to be diagnosed and repaired. There are no provisions included in this bid. Western AV will provide a lighting expert to evaluate and repair all necessary components. After approval, the City of Chula Vista will be billed time and materials.