

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of Grass Valley / Conti, LLC)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Grass Valley, a California municipal corporation (“City”), and Conti, a **California limited liability company** (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Install audio, video and sound system broadcasting equipment in the Council Chambers and Hullender Conference Room.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant risk of the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s October 4, 2022, proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Zac Quentmeyer, Community Services Analyst. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

Professional Services Agreement – Consultant Services (No Federal Funding)

Approved for use 09/22/2022

Page 1 of 31

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is One Hundred Nineteen Thousand Three Hundred Thirty-Three Dollars (\$119,333.00).
- 3.5. “Commencement Date”: 10/25/2022.
- 3.6. “Termination Date”: 10/25/2023.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Bill Famini shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Naming any persons in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits, and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular

business hours, upon oral or written request of City. In addition, pursuant to Government Code § 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed other than by an amendment to this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes to or for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by the Agreement Administrator in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment to this Agreement. Consultant shall not undertake any such work without prior written approval of the Project Administrator.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or to otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent in any manner that it is, or that any of its agents or employees are, employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** If Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorney Fees.** Such costs and expenses shall include reasonable attorney' fees for counsel of City's choice, expert fees, and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorney' fees, defense costs, or expenses if it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this Agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include

the following reference: City Council Chambers and Adjacent Conference Room Audio, Video, and Sound System Broadcasting Upgrade Project

- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence,
\$2,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

12.4. General Liability Insurance. Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. Worker's Compensation Insurance. Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers'

Professional Services Agreement – Consultant Services (No Federal Funding)

Approved for use 09/22/2022

Page 8 of 31

Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California. If Consultant is an individual and has no employees, the Project Administrator may accept an affirmation of that fact in lieu of proof of workers compensation insurance.

12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned, if any, non-owned, and hired automobiles and trucks.

12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

The Project Administrator may, in his or her sole discretion, waive the requirement for Professional Liability Insurance by initialing here:

Initials: _____

Name: _____

12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis, the Retroactive Date must be shown and must be before the date of this Agreement or the beginning of work under this Agreement. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of work under this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the effective date of this Agreement, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work under this Agreement.

12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees must be endorsed as additional insureds for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on

Professional Services Agreement – Consultant Services (No Federal Funding)

Approved for use 09/22/2022

Page 9 of 31

its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of work under this Agreement and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks before expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Grass Valley, Attn: Zac Quentmeyer, 125 East Main Street, Grass Valley, CA 95945.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts before execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies.

Professional Services Agreement – Consultant Services (No Federal Funding)

Approved for use 09/22/2022

Page 10 of 31

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement or its early termination.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as are reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

Zac Quentmeyer
City of Grass Valley
Community Development Department
125 E Main Street
Grass Valley, CA 95945
Telephone: (530) 274-4713
Facsimile: (530) 274-4399

If to Consultant

Bill Famini
Conti, LLC
920 Stillwater Rd. Suite 180
West Sacramento, Ca 95605
Telephone: (916) 900-8111 x231
Facsimile: (916) 256-3361

With courtesy copy to:

Michael G. Colantuono, Esq.
Grass Valley City Attorney
Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945
Telephone: (530) 432-7357
Facsimile: (530) 432-7356

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.11 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice to allow City time to procure replacement services.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations from this Agreement shall be effective and binding only if made in writing and executed by City and Consultant.

- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience of reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose them without prior written consent by the Project Administrator. City shall grant such consent if disclosure is legally required. Consultant shall return all City data to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest under the Political Reform Act with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. No City Councilmember, officer, or employee of City, during the term of his or her service to City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising from it.

- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and permitted assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties under this Agreement.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation or any other unlawful basis. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant shall post this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by either party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable and actual attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Nevada County, California and Consultant hereby consents to jurisdiction there for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Grass Valley

“Consultant”
Conti, LLC

By: _____
Signature

By: _____
Signature

Printed: Tim Kiser

Printed: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

By: _____
Signature

Printed: _____

Title: _____

Date: _____

Attest:

By: _____
Taylor Day, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono, City Attorney

Date: _____

Professional Services Agreement – Consultant Services (No Federal Funding)

Approved for use 09/22/2022

Page 16 of 31

EXHIBIT A

SCOPE OF SERVICES

Council Chambers

Audio System

A. DSP

Remove the current hardware and replace with a new QSC Core 110f Processor.

1. Programming will be added for the Conferencing audio
2. Provide/Install (12) Shure Gooseneck Microphones for the Dias and Staff
3. Provide/Install New Amplifier
4. Provide/Install (8) new ceiling mounted speakers in the council chambers and (6) in the Conference Room

Video System

A. Video Matrix

The solution will be a 8x8 Crestron Digital Media system to switch all video sources and Destination via the Crestron touch-panels.

- Provide/Install (3) DM output cards 3 existing Displays in the Council Chambers, the 2 Displays in the Conference Room and (5) monitors at the Dias and staff locations.
- Provide/Install (3) DM input cards for the (1) inputs at the Clerk and the (1) Podium (1) in the Conference Room
- Provide/Install (2) HDMI output cards for the AV DM Audio to QSC QSYS DSP & Wirecast

B. Video signal Input

Provide HDMI and USB inputs for laptops at the following location:

- Clerk this will allow for presenter input and input for USB to facilitate conferencing.
- Podium this will allow for presenter input and input for USB to facilitate conferencing
- Conference Room this will allow for presenter input and input for USB to facilitate conferencing
- SDI Inputs from Wirecast (1) for the Council Chambers (1) for the Conference Room

C. Video signal Output

Provide the video distribution outputs to the following locations:

- (4) Displays in Council Chambers & Lobby
- (5) Monitors around Dais
- (2) 75" Displays in Conference Room
- Broadcast feed

Control System

A. Crestron series 4 processor to control hardware. The user interface will be

- Touch panel located at Clerk location (1) 21" Touch panel with video
- Touch panel location T.B.D. in the Conference Room (1) 7" Touch panel

B. The graphical user interface (GUI) will include:

- An audio page to adjust audio levels as well as mute
- A video page for routing of video inputs to outputs
- Dynamic preset buttons for the different meeting types to take place in the Council Chambers.
- Video Conferencing
- Ipad Duplication

Cameras

A. Integrate Owner Provided Camera's

B. Cameras will be controlled by Wirecast

Conference Room

- Provide/Install (2) new 75" Displays
- Provide/Install (2) new Ceiling Microphones
- Touch panel location T.B.D. in the Conference Room (1) 7" Touch panel
- HDMI Input to system/ USB Extender this will allow for presenter input and input for USB to facilitate conferencing

AV Equipment Racks

- Use Existing Rack


Electrical Work

- Add electrical outlets in the conference room for 2 display locations, use existing electrical circuits in Conference room

EXHIBIT B - PROPOSAL



Conti LLC
920 Stillwater Rd. Suite 180,
West Sacramento, CA 95605

TO:	Zac Quentmeyer  Community Services Analyst II Community Development Department (P): (530) 274-4713 (F): (530) 274-4399 City of Grass Valley 125 E Main St. Grass Valley, CA 95945 www.cityofgrassvalley.com	DATE: 10/4/22 JOB NO.: -----
		ATTENTION: ZAC QUENTMEYER
		RE: City of Grass Valley - RFP - City Council Chambers and Adjacent Conference Room Audio, Video, and Sound System Broadcasting Upgrade Project

WE ARE SUBMITTING THE FOLLOWING:		IN THE FORM OF: PDF's	
<input checked="" type="checkbox"/> PROPOSAL	<input type="checkbox"/> ATTACHED	<input type="checkbox"/> DISKETTES	<input type="checkbox"/> SAMPLES
<input type="checkbox"/> COPY OF LETTER	<input type="checkbox"/> CHANGE ORDER	<input type="checkbox"/> RFI	<input type="checkbox"/> PRINTOUTS
<input type="checkbox"/> OTHER –		<input type="checkbox"/> SPECIFICATIONS	<input checked="" type="checkbox"/> Submittal

Quantity	DESCRIPTION
1	Proposal for the City Council Chambers and Adjacent Conference Room Audio, Video, and Sound System Broadcasting Upgrade Project
	Conti LLC acknowledged and has reviewed and accepted the City of Grass Valley sample agreement (Attachment A) with or without qualifications.



Conti LLC
920 Stillwater Rd. Suite 180,
West Sacramento, CA 95605

SUBMITTED BY: Bill Famini

Bill Famini
TECHNOLOGY DIVISION MANAGER- NORTHERN CALIFORNIA



920 Stillwater Road Suite 180 West Sacramento, CA

C 702.561.8163

P 916.900.8111 x231

F 916.256.3361

W conticorporation.com

RECEIVED BY:

Print: _____

Signature: _____

DIR #1000659639

C7/C10 Lic# 1067502



Conti LLC

920 Stillwater Rd, Suite 180

West Sacramento, CA 95605

P 916 900 8111

C 702 561 8163

F 916-256-3661

bfamini@conticorporation.com

A brief history of Conti LLC

Conti is a nationwide company that has been in business since 1969.

Service's offered are renewable energy and environmental, electrical and technology. Within the technology we offer Audio Visual, Tel/Data and security systems.

Conti has over 12 Company owned locations throughout North America and Mexico. Conti not only

has their own service and support infrastructure at each location but also has regional, national and

international resources which give us the ability to quickly scale the necessary resources for projects.

We have the resources, both financial and the available personnel pool, to begin this project today.

We welcome your questions and discussions relevant to the solutions that we have included as part of this proposal

Conti always expects to work closely with our customer in the pursuit of a successful implementation project. While Conti will assume the responsibility for the project management of our customer's internal resources. Conti has found that its customers benefit from participating in the project assessment, planning and ongoing status reporting process. By having participated throughout its key phases, there is ownership and buy-in to the end product. Conti, in turn, will benefit from the detailed knowledge that our customer has of its operation, current systems, and business imperatives.



Conti LLC

920 Stillwater Rd, Suite 180
West Sacramento, CA 95605

P 916 900 8111

C 702 561 8163

F 916-256-3661

bfamini@conticorporation.com

10/4/22

Zac Quentmeyer



Community Services Analyst II
Community Development Department
(P): (530) 274-4713 | (F): (530) 274-4399
City of Grass Valley | 125 E Main St. Grass Valley, CA 95945
www.cityofgrassvalley.com

To:

Re: **Council Chambers & Conference Room Audio/Visual Upgrades**

Dear Mr. Quentmeyer,

We are submitting a proposal based on the site visit and discussions for the City of Grass Valley, furnishing and installing audio/video and control systems for Council Chambers and Conference Room. We believe this proposal offers the City of Grass Valley exceptional range of experience and depth of resources necessary to provide responsive, quality work at a cost-effective price.

As the enclosed proposal will indicate, Conti has the experience, dedication, and flexibility to accomplish the goal of this project.

We have developed the methodologies, processes and procedures that ensures the City of Grass Valley that Conti will complete this project on schedule, will meet all expectations and will meet or exceed all safety and health requirements.

In addition, with these processes and programs in place, Conti will provide the most cost-effective pricing solution and long-term value to the City of Grass Valley.

- We are licensed C7/C10 contractor, we will provide all electrical and low voltage systems as detailed below

As per our discussions, site visit and email communications, **Conti LLC** is pleased to provide you the following proposal for the City of Grass Valley Council Chambers & Conference Room AV Upgrade. We based our proposal on the correspondents and site visit



Conti LLC

920 Stillwater Rd, Suite 180

West Sacramento, CA 95605

P 916 900 8111

C 702 561 8163

F 916-256-3661

bfamini@conticorporation.com

Description of Proposed Solution

Council Chambers

Audio System

A. DSP

We will remove the current hardware and replace with a new QSC Core 110f Processor.

1. Programming will be added for the Conferencing audio
2. Provide/Install (12) Shure Gooseneck Microphones for the Dias and Staff
3. Provide/Install New Amplifier
4. Provide/Install (8) new ceiling mounted speakers in the council chambers and (6) in the Conference Room

Video System

A. Video Matrix

The solution will be a 8x8 Crestron Digital Media system to switch all video sources and Destination via the Crestron touch-panels.

- Provide/Install (3) DM output cards 3 existing Displays in the Council Chambers, the 2 Displays in the Conference Room and (5) monitors at the Dias and staff locations.
- Provide/Install (3) DM input cards for the (1) inputs at the Clerk and the (1) Podium (1) in the Conference Room
- Provide/Install (2) HDMI output cards for the AV DM Audio to QSC QSYS DSP & Wirecast

B. Video signal Input

We will provide HDMI and USB inputs for laptops at the following location:

- Clerk this will allow for presenter input and input for USB to facilitate conferencing.
- Podium this will allow for presenter input and input for USB to facilitate conferencing
- Conference Room this will allow for presenter input and input for USB to facilitate conferencing
- SDi Inputs from Wirecast (1) for the Council Chambers (1) for the Conference Room

C. Video signal Output

We will provide the video distribution outputs to the following locations:

- (4) Displays in Council Chambers & Lobby
- (5) Monitors around Dais
- (2) 75" Displays in Conference Room
- Broadcast feed



Conti LLC

920 Stillwater Rd, Suite 180
West Sacramento, CA 95605

P 916 900 8111

C 702 561 8163

F 916-256-3661

bfamini@conticorporation.com

Control System

- A. Crestron series 4 processor to control hardware. The user interface will be
 - Touch panel located at Clerk location (1) 21" Touch panel with video
 - Touch panel location T.B.D. in the Conference Room (1) 7" Touch panel
- B. The graphical user interface (GUI) will include:
 - An audio page to adjust audio levels as well as mute
 - A video page for routing of video inputs to outputs
 - Dynamic preset buttons for the different meeting types to take place in the Council Chambers.
 - Video Conferencing
 - Ipad Duplication

Cameras

- A. Integrate Owner Provided Camera's
- B. Cameras will be controlled by Wirecast

Conference Room

- Provide/Install (2) new 75" Displays
- Provide/Install (2) new Ceiling Microphones
- Touch panel location T.B.D. in the Conference Room (1) 7" Touch panel
- HDMI Input to system/ USB Extender this will allow for presenter input and input for USB to facilitate conferencing

AV Equipment Racks

- Use Existing Rack

Electrical Work

- Add electrical outlets in the conference room for 2 display locations, use existing electrical circuits in Conference room

Description	Cost
Audiovisual Upgrade Material/Labor/Programming/Training/Documentation	\$117,333.00
Electrical Work	\$2,000.00
TOTAL COST	\$119,333.00



Conti LLC

920 Stillwater Rd, Suite 180
West Sacramento, CA 95605

P 916 900 8111

C 702 561 8163

F 916-256-3661

bfamini@conticorporation.com

The proposed quote for project pricing includes all anticipated expenses for all efforts, equipment and services associated with documentation, design, hardware, configuration, deployment, and support for the first year.

Hardware Updates – This would be for software and firmware per system, we typically have a remote connection and schedule with facility to update bi-annually. We will have staff onsite to verify system functionality as well.

Training.

To include costs to train City IT/Public Information staff on the operation of the solution. Training will also provide a sufficient overview of the configuration of the components of the system to allow City IT/Public Information staff to troubleshoot any problems or tune any components for maximum performance. A quick reference guide will be provided for the touch panels.

INCLUDED IN BASE BID Warranty, Conti shall fully warrant all materials, equipment and installation furnished under the terms of this Proposal against poor and inferior quality, for a period of not less than one (1) year from date of the final acceptance by the City. While under warranty, Conti shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City operations.

California State Contractors License

Business Information

CONTI LLC
6417 CENTER DRIVE
STERLING HEIGHTS, MI 48312
Business Phone Number:(586) 274-4800

Entity Ltd Liability

Issue Date 08/03/2020

Expire Date 08/31/2022



Conti LLC

920 Stillwater Rd, Suite 180
West Sacramento, CA 95605

P 916 900 8111

C 702 561 8163

F 916-256-3661

bfamini@conticorporation.com

Standard Project Schedule

The following project schedule is typical for a technical infrastructure type implementation project, using the following outline of activities as a guideline to ensure all activities are accounted for and executed in a timely and thorough manner for our customer's project:

Project Planning

1. Project Kickoff
2. Define Project Scope
3. Review all business priorities and constraints
4. Define all roles and responsibilities
5. Develop communication plan
6. Determine project status reporting approach
7. Determine issue tracking and resolution approach
8. Schedule all status meetings
9. Develop project plan framework

Integration Implementation Planning

1. Identify all sites elements in implementation scope
2. Develop all equipment configurations
3. Determine extended DMARC requirements
4. Determine performance testing objectives and test plan
5. Organize all sites into implementation phases
6. Apply rollout schedule to all phases
7. Develop detailed project plan with all implementation activities, activity duration, activity dependencies, resource assignments and complete project timeline

A brief Summary of Qualifications and Experience for Key Staff assigned to this project

Bill Famini – TECHNOLOGY DIVISION MANAGER- NORTHERN CALIFORNIA

In the AV Industry 25+ years as a design/build engineer

Managed Projects as large as 5M staff of 30 for AV Projects

Has worked in a variety of types of Projects- Corporate AV, Hospitality Venues, Education and Public Works projects



Conti LLC

920 Stillwater Rd, Suite 180
West Sacramento, CA 95605

P 916 900 8111

C 702 561 8163

F 916-256-3661

bfamini@conticorporation.com

Certifications- are Infocomm CTS, BSS London, QSC Qsys Level 1 Level 2, Crown CTi, Symetrix Certified Pro, Crestron DMC-D, Crestron DMC-E, Crestron Conf. of Crestron Systems, Crestron Essentials of Crestron Programming and BiAmp Tesira
Live Sound Engineer for past 30+ years

Tim White

Site Supervision 25+ years AV Industry

Forman/superintendent on Projects 5M staff of 8 AV and Voice/Data

Has worked in a variety of types of Projects- Corporate AV, Hospitality Venues, Education and Public Works projects

Certifications- Fluke, Systemax, Leviton, Siemon, Commscope, Hilti, Fall Protection, Confined Space Entry, Boom Lift/ Scissor Lift
OSHA 1

Experience and Technical Competence

Experience

Our Project team will provide the following services all project management including scheduling, equipment purchases, and installation, programming, and testing. Conti has been designing/installing A/V systems for over 20 years. Bill Famini will be your main point of contact for onsite coordinate, installation as well as procurement and support of system installed.

In the past Conti's Projects include Design/Build and Consultant specified jobs Projects range from Casino's, Convention Center, Hotels, Schools and City/County facilities to name a few.

Technician's onsite have over 15 years' experience in installing/commissioning AV systems. Their focus will be on the installation/commissioning. Training will be handled by our Project Manager. Conti has built projects ranging up to 1.2 million square feet with all facets of AV to include Distributed Audio Systems, Digital Signage, Video Walls Distributed Video Systems, Network A/V Systems to name a few.

Conti has over 1000 employees nationwide including Industrial, Technology, Commercial and Service utilizing staff from IBEW electricians and Sound/Communication.

Conti employees a staff that has not only installs AV systems, but the skill set of the operators and technicians. This enables us to select as well as test hardware that best suites each project.

Conti's standard Project Management techniques are advocated by a methodology developed after years of project management experience in a variety of industries, including companies large and small, and within the private and public sector.



Conti LLC

920 Stillwater Rd, Suite 180
West Sacramento, CA 95605

P 916 900 8111

C 702 561 8163

F 916-256-3661

bfamini@conticorporation.com

Below are 3 Projects for reference

- Project Name: North Las Vegas City Hall
 1. Contract Amount: \$2,252,868.70
 2. City/Client Contact: North Las Vegas/Dave Sawyer
 3. Name: Adam Cohen
 4. Email: cohen@cityofnorthlasvegas.com
 5. Satellite Receivers: distributed via IP TV System Installed
 6. The video system was upgraded to Crestron Digital Media
 7. The Audio system is Qsys platform.
 8. The Control system is a Crestron DM system for video source switching.
 9. For local control, Touch panels are Crestron.

- Project: Name: Nashville Music City Center Convention Center
 1. Contract Amount: \$4,777,000.00
 2. City/Client Contact: Nashville/Eric Blouin
 3. Name: Eric Blouin
 4. Email eric.blouin@nashvillemcc.com
 5. System Installed: CATV System installed
 6. The video system to Crestron Digital Media
 7. The Audio system is Qsys platform.
 8. The Control system is a Crestron DM system for video source switching.
 9. For local control, Touch panels are Crestron.

- Project Planet Hollywood Hotel-High Rise Tower and Podium
 1. Contract amount: \$72,000,000.00
 2. City/Client Contact: Las Vegas NV Tutor Seliba
 3. Name: Gerry Tan (702)-604-0336
 4. System Installed: MATV/CATV System 45 floors
 5. The video system was upgraded to Crestron Digital Media.
 6. The Audio system is BSS London platform.
 7. The Control system is a BSS London system for audio control.
 8. For local control Touch panels are Crestron.
 9. The camera system is 4 new HD camera's controlled by video Crestron.
 10. Video system setup for cameras to follow audio.



Conti LLC

920 Stillwater Rd, Suite 180
West Sacramento, CA 95605

P 916 900 8111

C 702 561 8163

F 916-256-3661

bfamini@conticorporation.com

Information on past projects for consideration in evaluating Conti's qualifications.

Project Name BOS Chambers Audio-Visual Presentation Systems Upgrade

Project Description: Audio Visual, Systems

Address: 950 Maidu Avenue, Nevada City, CA 95959

Contract Amount: \$125,333.00

Completion Date: 9/1/18

Contact Info Landon Beard: Landon.Beard@co.nevada.ca.us Phone: (530)265-4168

Below is a basic description of the project. Council Chambers was updated due to hardware failure and obsolete equipment, the new system is based on a digital platform.

- The video system was upgraded to Crestron Digital Media.
- The Audio system is Qsys platform.
- The Control system is a Crestron DM system for video source switching.
- For local control Touch panels are Crestron
- The camera system is 1 new HD camera controlled by video Crestron.

Project Name Boardroom Modernization

Project Description: Audio Visual, Systems

Address: 5700 Almaden Expressway, San Jose, CA 95118

Contract Amount: \$583,000.00

Completion Date: 6/1/18

Contact Info Michael Cook: mcook@valleywater.org Phone: (408) 630-2347

Below is a basic description of the project.

Council Chambers was updated due to hardware failure and obsolete equipment, the new system is based on a digital platform.

- The video system was upgraded to Crestron Digital Media.
- The Audio system is a Qsys platform.
- The Control system is a Crestron DM system for video source switching.
- For local control Touch panels are Crestron.
- The camera system is 4 new HD camera's controlled by video Crestron.
- Video system setup for cameras to follow audio.

Project Name County of San Joaquin

Project Description: Audio Visual, Systems

Address: 44 North San Joaquin St, Suite 590, Stockton, CA 95202

Contract Amount: \$186,624.00

Completion Date: 2/21/17

Contact Info Greg Moore: email: gmoore@sjgov.org Phone: (209) 944-8838



Conti LLC

920 Stillwater Rd, Suite 180
West Sacramento, CA 95605

P 916 900 8111

C 702 561 8163

F 916-256-3661

bfamini@conticorporation.com

Below is a basic description of the project.

Council Chambers was updated due to hardware failure and obsolete equipment, the new system is based on a digital platform.

- The video system was upgraded to a Vaddio video switcher.
- The Audio system is BiAmp AudiaFlex platform.
- The Control system is a Crestron DM system for video source switching.
- For local control Touch panels are Crestron.
- The camera system is 4 new HD camera's controlled by video switcher or Crestron.
- Video system setup for cameras to follow audio.

Project Name Carmel by the Sea Council Chambers Upgrade

Project Description: Audio Visual, Systems

Address: Monte Verde St., between Ocean & 7th Avenues Carmel-by-the-Sea, CA 93921

Contract Amount: \$112,646.00

Completion Date: 8/3/17

Contact Info Joel Staker email: jstaker@ci.carmel.ca.us Phone (831) 620-2025

Below is a basic description of the project. Council Chambers was updated due to hardware failure and obsolete equipment, the new system is based on a digital platform.

- The video system was upgraded to a Vaddio video switcher.
- The Audio system was upgraded to Crestron DSp platform with Dante.
- The Control system is a Crestron DM system for video source switching.
- For local control Touch panels are Crestron.
- The camera system is 4 new HD camera's controlled by video switcher.

Project Name City of Turlock Community Room Upgrades

Project Description: Audio Visual, Systems

Address: 156 S. Broadway, Turlock CA 95380

Contract Amount: \$347,346.00

Completion Date: 6/3/16

Contact Info: Carlo Grossman email: cgrossman@turlock.ca.us Phone (209) 656-2780

Below is a basic description of the project.

Community Room was updated due to a multipurpose room that was outdated; the new system is based on a digital platform.

- The video system was upgraded to a broadcast pix video switcher.
- The Audio system was upgraded to Biamp Tesira platform with audio conferencing.
- For the board meetings a Taiden System was installed each board member has their own Taiden touchscreen for voting/agenda etc. controls
- The Control system is a Crestron DM system for video source switching.
- For local control Touch panels are Crestron
- The camera system is 4 new HD camera's controlled by camera switcher, video switcher or Crestron.



Conti LLC
920 Stillwater Rd, Suite 180
West Sacramento, CA 95605
P 916 900 8111
C 702 561 8163
F 916-256-3661
bfamini@conticorporation.com

Standard Exclusions/Clarifications

1. Any hazardous material abatement.
2. Permits fees, Inspection Costs, & Utility Fee's.
3. If required, Payment and Performance Bond cost will be a change order for Conti.
4. Fire stopping of any raceways and or pathway
5. Demo work
6. Any concrete cutting or patching
7. All work to be complete during normal business hours

We appreciate you considering **Conti LLC** for this project. We are prepared to commence with material procurement and resources upon receipt of a notice to Proceed. If you have any questions or queries, feel free to email or call me.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Bill Famini', written over a large, faint red 'DRAFT' watermark.

Bill Famini
TECHNOLOGY DIVISION MANAGER- NORTHERN CALIFORNIA



920 Stillwater Road Suite 180 West Sacramento, CA 95605

C 702.561.8163
P 916.900.8111 x231
F 916.256.3361
W conticorporation.com

Proposal is valid for 30 days from quotation.

Acceptance of Proposal – The Above Price, Conditions Are Satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature: _____

Date: _____

Print Name: _____