

**CITY OF FONTANA  
EQUIPMENT PURCHASE AGREEMENT  
SP-71-IT-23**

This Equipment Purchase Agreement (“Agreement”) is entered into this 9th day of February, 2023, by and between the City of Fontana, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at a municipal corporation organized under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 (“City”), and **Matrix Audio Visual Design, Inc.**, a Corporation with its principal place of business at 2525 W. Burbank Blvd., Burbank, California 91505 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**Section 1. DEFINITIONS.**

A. “Equipment” means all machinery, equipment, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Contractor as specified in Exhibit “A,” attached hereto and incorporated herein by reference.

B. “Delivery Date(s)” means that date or dates upon which the Equipment is to be delivered to City, ready for approval, testing and/or use as specified in Exhibit “B.”

**Section 2. MATERIALS AND WORKMANSHIP.**

When Exhibit “A” specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without City’s written approval. Machinery, equipment or material installed in the Equipment without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit “A” as equal to any particular standard, City will decide the question of equality. When requested by City, Contractor will furnish City with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Equipment. Material samples will be submitted at City’s request.

The site of any installation work shall be kept clean and free of hazards at all times during performance of such installation services. After installation is completed at the site, as applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.

**Section 3. INSPECTIONS AND TESTS.**

City shall have the right to inspect and/or test the Equipment prior to acceptance. If upon inspection or testing the Equipment or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit “A,” then without prejudice to any other rights or remedies, City may reject the Equipment or exercise any of its rights under Section 4.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City’s right to reject nonconforming goods, irrespective of City’s failure to notify Contractor of a

rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the City.

**Section 4. WARRANTY.**

A. Contractor warrants that the Equipment will be of merchantable quality and free from defects in design, engineering, material and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty or as agreed to by Contractor and City, from the date of final written acceptance of the Equipment by City as required for final payment under Section 7. Contractor further warrants that any services provided in connection with the Equipment will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Contractor further warrants that all machinery, equipment or process included in the Equipment will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. City's inspection, testing, approval or acceptance of any such machinery, equipment or process will not relieve Contractor of its obligations under this Section 4.B.

C. For any breach of the warranties contained in Section 4.A and Section 4.B, Contractor will, immediately after receiving notice from City, at the option of City, and at Contractor's own expense and without cost to City:

1. Repair the defective Equipment;
2. Replace the defective Equipment with conforming Equipment, F.O.B. City's plant, office or other location of City where the Equipment was originally performed or delivered; or
3. Repay to City the purchase price of the defective Equipment.

If City selects repair or replacement, any defects will be remedied without cost to City, including but not limited to, the costs of removal, repair and replacement of the defective Equipment, and reinstallation of new Equipment. All such defective Equipment that is so remedied will be similarly warranted as stated above. In addition, Contractor will repair or replace other items of the Equipment which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to City.

D. Contractor also warrants that the Equipment is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Equipment. Contractor agrees to indemnify, defend and hold

City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Contractor of its obligations under this Section 4, City will not be limited to the remedies set forth in this Section 4, but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to City under the California Commercial Code.

**Section 5. PRICES.**

Unless expressly provided otherwise, all prices and fees specified in Exhibit "A," attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by City's authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Equipment furnished to City hereunder; and (ii) all charges for packing, freight and transportation to destination.

**Section 6. CHANGES.**

City, at any time, by a written order, and without notice to any surety, may make changes in the Equipment, including but not limited to, City's requirements and specifications. If such changes affect the cost of the Equipment or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between City and Contractor and such change will be authorized by a change order document signed by City and accepted by Contractor.

**Section 7. PAYMENTS.**

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by City after Contractor has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Equipment.

B. If Progress Milestones have been specified Exhibit "B," then payments for the Equipment will be made as the requirements of such Progress Milestones are met. Progress payments for the Equipment will be made by City upon proper application by Contractor during the progress of the Equipment and according to the terms of payment as specified in Exhibit "B." Contractor's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit "B" and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit "B" or a change order, must have subcontractor and/or supplier invoices attached to Contractor's invoice. Other format and support documents for invoices will be determined by City in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by City on account of defective Equipment not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its

subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect City against any liability arising out of Contractor's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, City may remove them at Contractor's expense.

D. Payment of the final Progress Milestone payment or any retention will be made by City upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit "B" and in the amount associated with the Progress Milestone;
2. Written acceptance of the Equipment by City;
3. Delivery of all drawings and specifications, if required by City;
4. Delivery of executed full releases of any and all liens arising out of this Agreement; and
5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to City to indemnify City against any claim or lien at no cost to City.

E. Acceptance by Contractor of payment of the final Progress Milestone payment pursuant to Section 7.D will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Contractor then has, or can subsequently acquire against City, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City will not constitute a waiver, release or discharge of any claims or demands which City then has, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

**Section 8. SCHEDULE FOR DELIVERY.**

A. The time of Contractor's performance is of the essence for this Agreement. Contractor must immediately notify City in writing any time delivery is behind schedule or may not be completed on schedule.

B. In the event that the Equipment is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that City can maximize the efficient completion of such project(s).

**Section 9. TAXES.**

A. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Equipment provided under this Agreement.

B. Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Equipment provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Equipment such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.

D. Contractor will, upon written request, submit to City written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.

**Section 10. INDEPENDENT CONTRACTOR.**

Contractor enters into this Agreement as an independent contractor and not as an employee of City. Contractor shall have no power or authority by this Agreement to bind City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

**Section 11. SUBCONTRACTS.**

Unless otherwise specified, Contractor must obtain City's written permission before subcontracting any portion of the Equipment. Except for the insurance requirements in Section 13.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Equipment, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to City, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind City.

**Section 12. TITLE AND RISK OF LOSS.**

Unless otherwise agreed, City will have title to, and risk of loss of, all completed and partially completed portions of the Equipment upon delivery, as well as materials delivered to and stored on City property which are intended to become a part of the Equipment. However, Contractor will be liable for any loss or damage to the Equipment and/or the materials caused by

Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Equipment or materials at its own cost to the complete satisfaction of City. Notwithstanding the foregoing, in the event that the City has paid Contractor for all or a portion of the Equipment which remains in the possession of Contractor, then City shall have title to, and the right to take possession of, such Equipment at any time following payment therefor. Risk of loss for any Equipment which remains in the possession of Contractor shall remain with Contractor until such Equipment has been delivered or City has taken possession thereof. Contractor will have risk of loss or damage to Contractor's property used in the construction of the Equipment but which does not become a part of the Equipment.

**Section 13. INDEMNIFICATION.**

A. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, 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, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Equipment or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

B. Contractor's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, employees, agents or volunteers shall be at Contractor's own cost, expense and risk. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

**Section 14. INSURANCE.**

A. General. Contractor shall take out and maintain:

1. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and

4. Pollution Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate shall be provided by the Contractor if transporting hazardous materials.

5. If Contractor is also the manufacturer of any equipment included in the Equipment, Contractor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give City, its officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Contractor's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City.

D. Evidence of Insurance. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before delivery commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Freight. Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Equipment.

## **Section 15. LIENS.**

A. Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Equipment, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things

furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Contractor will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

**Section 16. TERMINATION OF AGREEMENT BY CITY.**

A. Should Contractor at any time refuse or fail to deliver the Equipment with promptness and diligence, or to perform any of its other obligations under the Agreement, City may terminate Contractor's right to proceed with the delivery of the Equipment by written notice to Contractor. In such event City may obtain the Equipment by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Contractor. In such case Contractor will not be entitled to receive any further payments until the Equipment is delivered. If City's cost of obtaining the Equipment, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Contractor will be liable for and will pay the difference to City.

B. City may, for its own convenience, terminate Contractor's right to proceed with the delivery of any portion or all of the Equipment by written notice to Contractor. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Contractor, and will not affect the obligations and duties of Contractor under the Agreement with respect to portions of the Equipment not terminated.

C. On receipt of notice under Section 16.B, Contractor will, with respect to the portion of the Equipment terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Equipment and the placing of orders for materials, facilities, and supplies in connection with the Equipment,

2. Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and

3. Deliver only such portions of the Equipment which City deems necessary to preserve and protect those portions of the Equipment already in progress and to protect material, plant and equipment at the Equipment site or in transit to the Equipment site.

D. Upon termination pursuant to Section 16.B, Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Equipment already delivered, including material and services for which it has made firm contracts which are

not canceled, it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to Section 7.C.

**Section 17. MISCELLANEOUS PROVISIONS.**

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

CITY:

City of Fontana

8353 Sierra Avenue

Fontana, California 92335

Attn: Jennifer Barcenas

CONTRACTOR:

Matrix Audio Visual Designs, Inc.

2525 W Burbank Blvd

Burbank, California 91505

Attn: Hovik Mirakhanian

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

B. Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Contractor from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

D. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

F. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

G. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

H. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

I. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

J. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

K. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

L. City's Right to Employ Other Contractors. City reserves its right to employ other contractors in connection with the Equipment.

M. Compliance with Law. Contractor shall comply with all applicable laws and regulations of the federal, state and local government and shall be responsible for obtaining any required licenses, permits or certifications necessary to perform this Agreement. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of its performance of this Agreement. Contractor is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *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. If the work being performed under this Agreement is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of work under this Agreement, including any delay, shall be Contractor's sole responsibility and Contractor shall indemnify City from liability arising out of the same. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815), contractor registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 and to be registered with the Department of Industrial Relations shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1771.4, 1725.5 and 1771.1.

N. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Equipment specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

O. Compliance with Funding Source Requirements. Funds from the Coronavirus State Fiscal Recovery Fund and/or the Coronavirus Local Fiscal Recovery Fund, together known as the Coronavirus State and Local Fiscal Recovery Funds (“CSLFRF”) program, will be used to fund all or a portion of this Agreement. As applicable, Contractor shall comply with all federal requirements including, but not limited to, the following, all of which are expressly incorporated herein by reference:

- i. Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021 (“ARPA”);
- ii. CSLFRF Final Rule, codified at 31 CFR Part 35;
- iii. CSLFRF Guidance on Recipient Compliance and Reporting Requirement, the most current version;
- iv. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the U.S. Department of the Treasury may determine are inapplicable to the CSLFRF program and subject to such exceptions as may be otherwise provided by the U.S. Department of the Treasury;
- v. Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions;
- vi. Federal Contract Provisions attached hereto as Exhibit “C” and incorporated herein by reference; and

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement. With respect to any conflict between the Federal Contract Provisions and the Agreement and/or the provisions of state law and, except as otherwise required under federal law or regulation, the Federal Contract Provisions shall control.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR EQUIPMENT PURCHASE AGREEMENT**

**CITY OF FONTANA**

**MATRIX AUDIO VISUAL DESIGNS, INC.**

By: Matthew C. Ballantyne  
Matthew C. Ballantyne  
City Manager

By: Alina Mirzakhonian  
Alina Mirzakhonian  
President

*Attest:*

By: Germaine McClellan Key  
Germaine McClellan Key  
City Clerk

By: Ramon Ebert  
Ramon Ebert  
Deputy City Manager

*Approved as to form:*

Ruben Duran  
Best Best & Krieger LLP  
City Attorney

By: Jennifer Barcnas  
Jennifer Barcnas  
Information Technology Director

**IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS**

MT By: Rakesha L. Thomas  
Rakesha Thomas  
Human Resources & Risk Management Director

**IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES**

Jessica Brown  
Jessica Brown  
Chief Financial Officer

Sid Lambert  
Purchasing Office

**EXHIBIT "A"**  
**EQUIPMENT SPECIFICATIONS AND FEE SCHEDULE**

**LOCATION DETAILS** **Venue**

1. Remove the projection screen at the stage.
2. Remove the existing projector.
3. Remove all theatrical lighting fixtures.
4. Remove ceiling and floor mounted loudspeakers.
5. Remove the equipment from the two racks located in the back of the stage. Keep the necessary amplifiers for reuse.

Updated Proposal - As requested the proposal was updated with the following:

1. A complete 4K production system with 6 X 4K cameras. This include removal of the entire Vaddio and Extron lines. The proposal now includes Blackmagic Design production and recording system with one 12G production switcher, 12G production router, 4K Hyper Deck recorder with 1TB memory, Hyper Deck Extreme controller, rack mounting hardware. The proposal now includes (1) 32" View Sonic 4K for multi-View and (2) Blackmagic 4K monitors.

To support the 4K production system the cabling system for the production side was upgraded to include Belden 1694A cable with the appropriate connectors.

2. Removed the Chamsys lighting controller and added Road Hog 4-21 lighting controller
3. Added additional three encoders to support the cable boxes. The system now includes (7) encoders and (12) decoders.
4. Added one more (48) port PoE++ network switch to address the additional network support needed
5. To support the system we upgraded the number and type of UPS. The system includes (4) rack mountable UPSs.
6. Added two additional 7" wall-mounted touch panels. Green Room and VIP Room

 **Current Control Booth**

1. Remove all existing equipment and stow away for the City of Fontana personnel to pick up.
2. Keep all equipment that may be used for the new AV system i.e. the video wall controller. Retain all equipment racks to use in the new AV system. Our assumption is that the video wall along with the controller is in working condition. Prior to removing the video wall controller (For construction purposes) Matrix AV will test the video wall to ensure proper operation. Any anomalies will be reported to the City.
3. Mark all conduits to extend to the new AV Control Booth. Conduits to the new AV booth by others.

## New Control Booth

The new control booth shall include most of the AV equipment for the venue.

1. One D-Live S Class 5000 audio mixing console with one expansion module to provide 32 inputs by 16 outputs. The expansion module shall be mounted in one of the existing racks.

Product Link: <https://bit.ly/3jf5RDU>

2. Four quad ULXD receivers with (2) remote antennas. This will provide (16) channels of wireless capability mounted in one of the existing racks. The system shall include an antenna distribution system.

Product link: <https://bit.ly/3jpCw9N> and <https://bit.ly/3vfZOI7>

3. Eight body pack transmitters with (8) over ear omni directional microphones.

Product link: <https://bit.ly/3VjBCcl> and <https://bit.ly/3HUJVbl>

4. Eight professional grade (KSM series) hand held wireless microphones.

Product link: <https://bit.ly/3v9dPRL>

5. A complete charging solution with batteries are also included in our proposal.

Product link: <https://bit.ly/3Wilec6>

6. Three two channel transmitter system for in ear monitor system with an antenna system for the transmission system.

Product link: <https://bit.ly/3jIKdxQ> and <https://bit.ly/3PIZEMP> and <https://bit.ly/3vcJwK1>

Why in-ear monitors are better than stage wedges: There are 10 reasons for why in-ear monitors are better and healthier for the artist. Please see this link: <https://www.shure.com/en-US/performance-production/louder/10-reasons-why-in-ear-monitors-are-better-than-wedges>

There is only one advantage that stage wedges have over in-ear monitor systems - They are less expensive to deploy.

All floor boxes shall include two audio outputs each. Should the theater need to use a wedge in future (Highly unlikely) Matrix AV has included the connection points in this proposal.

7. As requested we are including an Assistive Listening System for 450 patrons.

Product link: <https://bit.ly/3WyXktV>

8. One control system processor by Crestron with one 22" monitor and preview window programmed in the system. The ability to send any source to any or all destinations shall be programmed. The touch screen shall include a video window to preview the content before sharing with other destinations.

9. Six 4K cameras distributed strategically throughout the venue for proper coverage of the audience and stage. The system shall include 4K professional grade production switcher including joystick control.

Product link:

4K Cameras: <https://bit.ly/3W0yenb>

Camera Controller - <http://bit.ly/3Xm5ITq>

4K Broadcast Switcher: <https://bit.ly/3Zv1Z2g>

Switcher Control Panel: <https://bit.ly/3XohRBH>

4K Monitors: <https://bit.ly/3ZtCVJ4>

Smart Duo Scope: <https://bit.ly/3X7jSTk>

**LOCATION DETAILS**

Hyper Deck Extreme: <https://bit.ly/3QBcoWb>  
Hyper Deck Extreme Controller: <https://bit.ly/3iBGxrW>  
32" Multi-View Monitor: <https://bit.ly/3w1g8Xz>



**Stage Left**

Audio: Refer To Exhibit B  
The ceiling shall include the front left, center, right dual cabinet clusters two rear fill loudspeaker system with programmed delay.

Link to left, center right loudspeaker: <https://bit.ly/3hwS9vS>  
Link to the sub woofer: <https://bit.ly/3HOWYez>  
Link to rear fills: <https://bit.ly/3v3e28Y>

In-Ear Personal Mixer:  
Allen and Heath in ear personal mixer for the artists to control their personal mix.  
Product link: <https://bit.ly/3VbPTYH>



**Stage Center**

Audio: Refer To Exhibit B  
The ceiling shall include the front left, center, right dual cabinet clusters two rear fill loudspeaker system with programmed delay.

Link to left, center right loudspeaker: <https://bit.ly/3hwS9vS>  
Link to the sub woofer: <https://bit.ly/3HOWYez>  
Link to rear fills: <https://bit.ly/3v3e28Y>

In-Ear Personal Mixer:  
Allen and Heath in ear personal mixer for the artists to control their personal mix.  
Product link: <https://bit.ly/3VbPTYH>



**Stage Right**

Audio: Refer To Exhibit B  
The ceiling shall include the front left, center, right dual cabinet clusters two rear fill loudspeaker system with programmed delay.

Link to left, center right loudspeaker: <https://bit.ly/3hwS9vS>  
Link to the sub woofer: <https://bit.ly/3HOWYez>  
Link to rear fills: <https://bit.ly/3v3e28Y>

In-Ear Personal Mixer:  
Allen and Heath in ear personal mixer for the artists to control their personal mix.  
Product link: <https://bit.ly/3VbPTYH>

**LOCATION DETAILS****Stage Above**

Chauvet Cyclorama fixtures: Eight Cyclorama fixtures for the stage to provide a homogeneous field of light with significant reach. Its sleek low profile blends discreetly into stage sets as either a cyc wash or footlight and pairs perfectly with the CYC 1 FC to easily extend coverage with seamless consistency in interchangeable configurations. Completely convection cooled, the unit is ideal for applications where silent operation is critical.

Product link: <https://www.chauvetprofessional.com/products/ovation-cyc-3-fc/>

**Stage Under**

Sub woofers:

Remove the existing (4) sub woofers and replace them with two Bose sub-woofers.

**Stage Floor**

Stage Floor Boxes:

The stage floor has (5) floor boxes. Our proposal includes removing the existing plates and installing two audio inputs and two audio outputs per floor box (Total of 5 dual I/O). Additionally, each floor box shall retain the existing electrical connections and shall include include one network connection to the AV system.

Product link: <https://bit.ly/3jp0Ngs>

**Ceiling**

Lighting: Refer to Exhibit A

1. The ceiling shall include (20) Chauvet Ovation Reve E3 light engines with 26 degree Ovation Ellipsoidal HD lens tubes pointing to the stage replacing D and E. Product link: <https://bit.ly/3hFh110>
2. Above the stage to wards front and rear Matrix AV is including (20) Ovation P-56FC with lenses. Replacing C and B. Product link: <https://bit.ly/3FH7SQJ>
3. Ten Chauvet Maverick Force S Profile moving fixtures distributed in the ceiling. Product link: <http://bit.ly/3jfDOnY>
4. Matrix AV is also including (32) Chauvet Ovation B-565FC that provide mood lighting with different colors over the floor area. Replacing F, G, H, I, J, and K. Product link: <https://bit.ly/3YNh3rV>
5. Matrix AV is also including (14) COLORado Batten Q15 as wall washers replacing the existing wall washers. No letters on Exhibit A but denoted in magenta rectangles. Product link: <https://bit.ly/3CazQUn>
6. Included in this proposal we are replacing the border lights A with (8) Ovation CYC 3FC CycloRama systems. Replacing A. Product link: <https://bit.ly/3ViNX0A>
7. A MagicQ MQ70 compact console to control the lighting system including programming. Product link: <https://bit.ly/3YEhBzZ>

**Bar 2**

Intercom System:

As requested, Matrix AV is including one wall-mounted intercom system.

Product link: <https://bit.ly/3YzAyUw>

**LOCATION DETAILS****Amp Rack (Stage Left)**

Matrix AV shall remove all the equipment from the amplifier racks behind stage. We will perform a thorough cleaning of the rack cabinet and will manage all the wiring. The new equipment such as the new processor and the amplifiers will be installed.

Bose amplifier links: <https://bit.ly/3HRWUL1>

Bose processor: Link to Processor: <https://bit.ly/3WqDota>

Network switches: One 48 port enterprise managed network switch.

**Kitchen**

Intercom System:

As requested Matrix AV is including one wall-mounted Clearcom intercom system.

Product link: <https://bit.ly/3YzAyUw>

Ceiling Loudspeaker:

The kitchen does not have any ceiling mounted loudspeaker. The RFP does not state whether program loudspeaker is needed in this area. Matrix AV has not included a loudspeaker and the associated hardware.

**Ticket Booth**

Ceiling Loudspeaker:

The ticket booth does not have any ceiling mounted loudspeaker. The RFP does not state whether program loudspeaker is needed in this area. Matrix AV has not included a loudspeaker and the associated hardware.

Intercom System:

As requested Matrix AV is including one wall-mounted Clearcom intercom system.

Product link: <https://bit.ly/3YzAyUw>

**Office Manager**

Intercom System:

As requested, Matrix AV is including one wall-mounted intercom system.

Product link: <https://bit.ly/3YzAyUw>

Ceiling Loudspeaker:

The manager's office does not have any ceiling mounted loudspeaker. The RFP does not state whether program loudspeaker is needed in this area. Matrix AV has not included a loudspeaker and the associated hardware.

**Lobby**

Check and evaluate the loudspeaker system in this area and report any issues and a course of action for the City to review.

Television: Matrix AV as requested in the RFP is including one 43" television with a decoder to show any of the four sources in the system. Including: camera program out, PC, guest PC and one additional input.

**LOCATION DETAILS**

**VIP Room**

Ceiling Loudspeaker System:

The VIP room does not have any ceiling-mounted loudspeakers. Our proposal includes 6 ceiling mounted loudspeakers.

Intercom System:

As requested, Matrix AV is including one wall-mounted intercom system.

Television: Matrix AV as requested in the RFP is including two 75" television with two decoders to show any of the four sources in the system. Including: camera program out, PC, guest PC and one additional input.

**Green Room**

Ceiling Loudspeaker System:

The Green Room has an existing ceiling-mounted loudspeaker system. Matrix AV has included labor to test the system and report any issues with a solution.

Intercom System:

As requested, Matrix AV is including one wall-mounted intercom system.

Television: Matrix AV as requested in the RFP is including one 43" and one 65" television with one decoder (Each) to show any of the four sources in the system. Including: camera program out, PC, guest PC and one additional input.

**Bar 1**

Check and evaluate the loudspeaker system in this area and report any issues and a course of action for the City to review.

Television: Matrix AV as requested in the RFP is including one 43" and one 75" television with one decoder (Each) to show any of the four sources in the system. Including: camera program out, PC, guest PC and one additional input.

**Gift Shop**

Check and evaluate the loudspeaker system in this area and report any issues and a course of action for the City to review.

Television: Matrix AV as requested in the RFP is including one 75" television with a decoder to show any of the four sources in the system. Including: camera program out, PC, guest PC and one additional input.

**Bathroom Men**

Check and evaluate the loudspeaker system in this area and report any issues and a course of action for the City to review.

**Bathroom Women**

Check and evaluate the loudspeaker system in this area and report any issues and a course of action for the City to review.

**LOCATION DETAILS**



**Second Floor Bathrooms**

There are no ceiling-mounted loudspeakers in this area. We do not anticipate the need for a loudspeaker system in this area. However if the City sees the need, Matrix AV can assist in providing a quote.

# PRICING



## Center Stage Theater System

<b>1</b>	<b>MAVD MAT-MISC</b> Demolition Labor: Remove all existing equipment but leave the equipment rack in place. Remove theatrical lighting fixtures, cabling (Leave loudspeaker runs in place). Leave floor boxes in place Remove stage wall plates. This is a labor item (Non-Taxable) - 5 days 2 technicians = 80 hours	\$11,600.00	\$11,600.00
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<b>4</b>	<b>SurgeX UPS-2000-OL</b> 3Ru, 2000 Va Online UPS, 4 Outlet, 20A; On-Line Double-Conversion UPS Technology	\$2,320.80	\$9,283.20
	SurgeX 3000L-01		
<b>4</b>	Optional SNMP Card for UPS units		\$1,785.60

**Center Stage Theater System Total** **\$22,668.80 \***

## Cabling

<b>2</b>	<b>Fibercablesdirect.com FCDUS353v10234</b> OM4 LC LC Fiber Patch Cable   Armored 100G Duplex 50/125 LSZH Multimode	\$167.66	\$335.32
<b>4000</b>	<b>Liberty Wire &amp; Cable 24-4P-L6SH-BLK</b> Black Category 6 F/UTP EN series 23 AWG 4 pair Shielded Cable	\$0.41	\$1,655.60
<b>2000</b>	<b>Belden 1694A 0101000</b> 75 Ohm SDI Coax, RG-6, 18 AWG, Solid BC, Foil + 95% TC Braid, PVC Jkt, CMR - 1000 Feet	\$1.01	\$2,029.00
<b>50</b>	<b>Belden 1694ABHD1</b> CONN, 1PC, RG6 BNC HD - Chrome, Bright	\$4.32	\$216.00

	<b>Liberty Wire &amp; Cable 10-2C-EX+-WHT</b>		
500	White Extraflex 10 AWG 2 Conductor Heavy Duty Speaker Cable	\$0.12	\$60.50
	<b>Liberty Wire &amp; Cable 12-4C-BLK</b>		
2000	Black Commercial Grade General Purpose 12 AWG 4 Conductor Cable	\$1.23	\$2,452.80
	<b>Cabling Total</b>		<b>\$6,749.22 *</b>

### Video System

6	<b>Visionary Solutions DuetE-2</b> A/V Encoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality, Expansion Ethernet Port; POE+; Single Port AES67/Dante	\$1,074.04	\$6,444.24
1	<b>Visionary Solutions DuetE-WP-BT-WHITE</b> A/V Encoder (Wall Plate), 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; POE; AES67/Dante, with Bluetooth Audio	\$1,434.06	\$1,434.06
2	<b>Visionary Solutions X4x00 Rackmount</b> Rackmount Kit for up to 3 PacketAV Encoders and/or Decoders	\$48.00	\$96.00
	<b>Video System Total</b>		<b>\$7,974.30 *</b>

### Audio System: Intercom System

2	<b>Clearcom AC60</b> 5-way Drop-in Battery and Beltpack Charger	\$607.52	\$1,215.04
1	<b>Clearcom ARCADIA-X4-16P</b> 1RU IP-Based Central Station	\$11,335.50	\$11,335.50
1	<b>Clearcom BP-MOUNT</b> Universal Beltpack Mounting Kit	\$49.14	\$49.14
9	<b>Clearcom CC-110-X4</b> Single-ear Premium Light-weight Headset	\$261.01	\$2,349.09
6	<b>Clearcom FSII-BP19-X4-US</b> FreeSpeak II 1.9 GHz Wireless Beltpack	\$1,836.07	\$11,016.42
3	<b>Clearcom FSII-TCVR-IP-19-US</b> FreeSpeak II Transceiver: 1.9GHz, IP, US for (10) FSII-BP19 beltpacks. Requires AES67 Compliant Switch/Network.	\$3,051.12	\$9,153.36
7	<b>Clearcom HKB-2X</b> HelixNet Speaker Station: 2/4Ch, Program Audio, Flush Mount with 4 pin XLR-Male headset. Powered by PoE, Powerline or an optional 453G025/6 PSU.	\$1,525.50	\$10,678.50
1	<b>Clearcom HS-6</b> Telephone-style Handset	\$171.05	\$171.05

<b>3</b>	<b>Clearcom HXII-BP-X4</b> The HelixNet HXII-BP beltpack is a two-channel intercom user station hosted by Arcadia® Central Station or HelixNet HMS-4X(3) main station.	\$981.04	\$2,943.12
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**Audio System: Intercom System Total** **\$48,911.22 \***

#### Audio System: Wireless Microphone System

<b>8</b>	<b>Shure MX153T/O-TQG</b> Wireless earset microphone, tan, omni, TQG connector	\$210.69	\$1,685.52
<b>1</b>	<b>Shure PA805SWB</b> Passive wide band directional antenna	\$243.29	\$243.29
<b>24</b>	<b>Shure SB900B</b> Shure Lithium-Ion Rechargeable Battery	\$93.12	\$2,234.88
<b>12</b>	<b>Shure SBC-AX</b> Axient charging module for SB900 rechargeable battery	\$96.62	\$1,159.44
<b>3</b>	<b>Shure SBRC-US</b> Battery rack charger	\$578.53	\$1,735.59
<b>1</b>	<b>Shure UA221</b> Passive antenna splitter/combiner kit	\$145.51	\$145.51
<b>2</b>	<b>Shure UA505</b> Antenna mounting bracket/bulkhead adapter	\$33.76	\$67.52
<b>2</b>	<b>Shure UA825</b> UHF Remote antenna extension cable, BNC-BNC, RG8X/U type, 25 feet	\$48.89	\$97.78
<b>2</b>	<b>Shure UA874US</b> Active directional antenna with gain switch, 470-698 MHz	\$329.43	\$658.86
<b>8</b>	<b>Shure ULXD1=-G50</b> Digital Wireless Bodypack Transmitter with Miniature 4-Pin Connector	\$439.03	\$3,512.24
<b>8</b>	<b>Shure ULXD2/KSM9=-G50</b> Handheld Transmitter with KSM9 Microphone (Black)	\$1,102.35	\$8,818.80
<b>4</b>	<b>Shure ULXD4Q=-G50</b> Quad Digital Wireless Receiver with Internal Power Supply, 1/2, Wave Antenna, Rack Mounting Hardware", Frequency G50	\$4,995.10	\$19,980.40

**Audio System: Wireless Microphone System Total** **\$40,339.83 \***

#### Audio System: Loudspeakers

<b>2</b>	<b>Bose Professional 734302-0110</b> ShowMatch SMS118 DeltaQ Subwoofer	\$2,683.31	\$5,366.62
<b>3</b>	<b>Bose Professional 794042-6660</b> ArenaMatch AM20/80 Outdoor Loudspeaker	\$3,183.73	\$9,551.19
<b>5</b>	<b>Bose Professional 794042-8880</b> ArenaMatch AM40/100 Outdoor Loudspeaker	\$3,183.60	\$15,918.00

<b>3</b>	<b>Bose Professional 807140-0110</b> ArenaMatch AMMCPLAT module connect plate	\$139.20	\$417.60
<b>5</b>	<b>Bose Professional 808304-0110</b> ArenaMatch AMAPLONG Array Plates Long Kit	\$403.20	\$2,016.00
<b>6</b>	<b>JBL Professional CONTROL 47C/T</b> 6.5" 2 way in-ceiling loudspeaker (pair), 8 ohm	\$216.30	\$1,297.80
<b>Audio System: Loudspeakers Total</b>			<b>\$34,567.21 *</b>

#### Audio System: Amplifiers

<b>2</b>	<b>Biamp Systems AMP-4300R CV</b> Four Channel 70V/100V Amplifier	\$2,760.00	\$5,520.00
<b>4</b>	<b>Bose Professional 343546-1110</b> Powermatch PM8500N Configurable Amplifier Network Model 120V NA	\$3,246.13	\$12,984.52
<b>4</b>	<b>Bose Professional 772238-0110</b> PowerMatch Amplink 24-Channel Card	\$141.61	\$566.44
<b>Audio System: Amplifiers Total</b>			<b>\$19,070.96 *</b>

#### Audio System: DSP

<b>1</b>	<b>Biamp Systems DAN-1</b> 64x64 Dante module	\$990.04	\$990.04
<b>1</b>	<b>Biamp Systems SERVER-IO AVB</b> Digital audio network server, AVB (Audio Video Bridging) interface	\$4,860.19	\$4,860.19
<b>1</b>	<b>Bose Professional 834317-1110</b> Controlspace EX1280 Processor	\$2,426.50	\$2,426.50
<b>5</b>	<b>Radio Design Labs (RDL) DD-RN42</b> Wall-Mounted Bi-Directional Mic/Line Dante Interface 4 x 2	\$641.85	\$3,209.25
<b>Audio System: DSP Total</b>			<b>\$11,485.98 *</b>

#### Audio System: Mix Console & Expanders

<b>1</b>	<b>Allen-Heath AH-DLIVE-S5000</b> dLive S Class S5000 28 Fader Surface, Dual 12" Touchscreens, 2 Option I/O Port, Hot Swap PSU, 27 Soft Keys	\$30,704.26	\$30,704.26
<b>2</b>	<b>Allen-Heath AH-DT164-W</b> 16in x 4out Dante audio expander wall box, 100-230V AC / IEC or screw terminal blocks / 12V DC power options, 48kHz / 96kHz	\$2,943.59	\$5,887.18
<b>2</b>	<b>Allen-Heath AH-DT168</b> 16in x 8out Dante audio expander with dLive 96kHz mic preamps, 48kHz / 96kHz	\$2,250.77	\$4,501.54

<b>1</b>	<b>Allen-Heath AH-M-DL-DANTE128</b> Dante 128x128 networking card, AES67 compatible, DDM ready, 96kHz/48kHz	\$2,856.98	\$2,856.98
<b>1</b>	<b>Allen-Heath AH-DLIVE-DM32</b> dLive S Class MixRack 32x16 I/O, 128 x 64 FPGA, 3 Option I/O, ME-1 Port, Dual DX Expander Link, Hot Swap PSU	\$13,545.49	\$13,545.49
<b>Audio System: Mix Console &amp; Expanders Total</b>			<b>\$57,495.45 *</b>

#### Audio System: In-Ear Monitor System

<b>6</b>	<b>Allen-Heath AH-ME-1</b> Personal Monitor Mixer, 42 channel, 16 scene recall memories, 3 band swept mid EQ, limiter, PoE powered, includes stand bracket and headphone hook	\$779.38	\$4,676.28
<b>6</b>	<b>Shure P10R+--G10</b> Diversity bodypack receiver for PSM 1000 personal monitor system	\$755.29	\$4,531.74
<b>3</b>	<b>Shure P10T--G10</b> PSM1000 dual rack unit transmitter	\$2,670.61	\$8,011.83
<b>1</b>	<b>Shure PA821B</b> Antenna combiner for PSM wireless systems, 470-865 MHz	\$3,837.86	\$3,837.86
<b>2</b>	<b>Shure UA825</b> UHF Remote antenna extension cable, BNC-BNC, RG8X/U type, 25 feet	\$48.89	\$97.78
<b>Audio System: In-Ear Monitor System Total</b>			<b>\$21,155.49 *</b>

#### Audio System: Assistive Listening System

<b>1</b>	<b>Listen Technologies LA-381-01</b> Intelligent 12-unit charging tray (North America - Type B power supply)	\$325.83	\$325.83
<b>12</b>	<b>Listen Technologies LA-401</b> Universal ear speaker	\$16.69	\$200.28
<b>2</b>	<b>Listen Technologies LA-430</b> Intelligent ear phone/neck loop lanyard	\$53.70	\$107.40
<b>12</b>	<b>Listen Technologies LR-4200-072</b> Intelligent DSP (Digital Signal Processing) RF receiver (72 MHz)	\$159.64	\$1,915.68
<b>1</b>	<b>Listen Technologies LS-55-072</b> Listen IDSP prime LEVEL III stationary RF system	\$2,002.04	\$2,002.04
<b>Audio System: Assistive Listening System Total</b>			<b>\$4,551.23 *</b>

#### Display System

<b>5</b>	<b>Chief LTM1U</b> Large fusion micro-adjustable tilt wall mount	\$262.67	\$1,313.35
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<b>3</b>	<b>Chief MTM1U</b> Medium fusion micro-adjustable tilt wall display mount	\$167.59	\$502.77
<b>1</b>	<b>LG Electronics 65UR640S9UD</b> 65" 3840 x 2160 UHD Commercial Lite LED backlit LCD TV, Black (Ashed Blue) The UR640S Series supports Crestron Connected for high compatibility with professional AV controls to achieve seamless integration and automated control**, boosting business management efficiency.	\$1,298.40	\$1,298.40
<b>4</b>	<b>LG Electronics 75UR640S9UD</b> 75" 3840 x 2160 UHD Commercial Lite LED backlit LCD TV, Black (Ashed Blue) The UR640S Series supports Crestron Connected for high compatibility with professional AV controls to achieve seamless integration and automated control**, boosting business management efficiency.	\$2,140.80	\$8,563.20
<b>9</b>	<b>Visionary Solutions D4100</b> A/V Decoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; POE	\$714.00	\$6,426.00
<b>1</b>	<b>LG Electronics 43UR640S9UD</b> 43" UR640S Series UHD Signage TV with Slim Depth, LG SuperSign CMS, and Embedded Content & Group Management The UR640S Series supports Crestron Connected for high compatibility with professional AV controls to achieve seamless integration and automated control**, boosting business management	\$714.00	\$714.00
<b>2</b>	<b>LG Electronics 43UR640S9UD</b> 43" UR640S Series UHD Signage TV with Slim Depth, LG SuperSign CMS, and Embedded Content & Group Management The UR640S Series supports Crestron Connected for high compatibility with professional AV controls to achieve seamless integration and automated control**, boosting business management	\$714.00	\$1,428.00
<b>Display System Total</b>			<b>\$20,245.72 *</b>

## Control System

<b>1</b>	<b>Crestron Electronics DGE-100</b> Digital Graphics Engine 100	\$1,320.05	\$1,320.05
	Covid HDPR-03		
1	HDMI 2.0 Cable, 18G, Premium Certified, 3ft		\$8.05
<b>1</b>	<b>Crestron Electronics PRO4</b> 4-Series Control System	\$3,762.15	\$3,762.15
<b>5</b>	<b>FS.COM 12345</b> 10GBASE-SR SFP+ 850nm Duplex LC MMF Transceiver	\$24.00	\$120.00
<b>1</b>	<b>Netgear GSM4248PX-100NA</b> M4250-40G8XF-PoE+ AV Line Managed Switch	\$2,726.85	\$2,726.85
	Netgear AVB4248PX-10000S		
1	AVB License - M4250-40G8XF-POE+		\$817.68

	Netgear PMB0313-10000S		
1	ProSUPPORT OnCall 24x7 Tech Support - 1 Year - Service		\$208.30
<b>1</b>	<b>Netgear GSM4248PX-100NA</b> M4250-40G8XF-PoE+ AV Line Managed Switch	\$2,726.85	\$2,726.85
	FS.COM 12345		
1	10GBASE-SR SFP+ 850nm Duplex LC MMF Transceiver		\$24.00
	Netgear AVB4248PX-10000S		
1	AVB License - M4250-40G8XF-POE+		\$817.68
	Netgear PMB0313-10000S		
1	ProSUPPORT OnCall 24x7 Tech Support - 1 Year - Service		\$208.30
<b>1</b>	<b>Planar PCT2235</b> Helium 22in wide black HID compliant projected capacitive multi-touch FHD IPS edge-lit LED LCD, USB controller, VGA, HDMI, DP, speakers, Helium stand supporting 15 to 70 tilt range and flat orientation.	\$304.81	\$304.81
	Karbon K6201		
1	HDMI 4K Goldplated Ethernet cable 3FT		\$3.42
<b>1</b>	<b>Visionary Solutions D4200</b> A/V Decoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; Expansion Ethernet Port; POE+; Upgradeable to AES67/Dante	\$954.04	\$954.04
<b>2</b>	<b>Crestron Electronics TSW-770-B-S</b> 7 in. Wall Mount Touch Screen, Black Smooth	\$1,188.00	\$2,376.00
<b>1</b>	<b>Netgear GSM4248UX-100NAS</b> 40x1G PoE++ 2,880W and 8xSFP+ Managed Switch (Americas)	\$4,567.49	\$4,567.49
	Netgear AVB4248PX-10000S		
1	AVB License - M4250-40G8XF-POE+		\$817.68
	Netgear PMB0313-10000S		
1	ProSUPPORT OnCall 24x7 Tech Support - 1 Year - Service		\$208.30
<b>Control System Total</b>			<b>\$21,971.65 *</b>

#### Video Production: Camera and Controller System

<b>1</b>	<b>Panasonic AW-RP150GJ5</b> Touchscreen Remote Camera Controller	\$4,554.00	\$4,554.00
<b>6</b>	<b>Panasonic AW-UE150KPJ</b> UHD 4K 20x PTZ Camera (Black)	\$10,680.00	\$64,080.00

**Video Production: Camera and Controller System Total** **\$68,634.00 \***

#### Video Production: Switching & Routing

<b>1</b>	<b>Visionary Solutions X4x00 Rackmount</b> Rackmount Kit for up to 3 PacketAV Encoders and/or Decoders	\$48.00	\$48.00
<b>1</b>	<b>Blackmagic Design CONVMSDIDA</b> Mini converter - Single SDI to 8 SDI	\$163.15	\$163.15

<b>1</b>	<b>Blackmagic Design CONVMSYNC</b> Mini converter - Sync Generator	\$212.59	\$212.59
<b>3</b>	<b>Blackmagic Design CONVNTRM/AA/SDIH</b> TERANEX MINI - SDI TO HDMI 12G Converter - 12G-SDI to HDMI	\$538.90	\$1,616.70
<b>2</b>	<b>Blackmagic Design CONVNTRM/AB/HSDI</b> Teranex Mini converter - HDMI to SDI 12G	\$538.92	\$1,077.84
<b>1</b>	<b>Blackmagic Design HDL-AUDMON1RU12G</b> Audio Monitor 12G	\$1,221.22	\$1,221.22
<b>2</b>	<b>Blackmagic Design HDL-SMTV4K12G2</b> Professional TFT LCD monitor, 15.6", 3840 x 2160 native resolution	\$1,250.88	\$2,501.76
<b>1</b>	<b>Blackmagic Design HDL-SMTWSCOPEDUO4K2</b> SmartScope Duo 4K	\$875.12	\$875.12
<b>1</b>	<b>Blackmagic Design SWATEMRRW4ME4K</b> ATEM 4 M/E Broadcast Studio 4K - 4K Studio Broadcast Switcher	\$6,471.95	\$6,471.95
<b>1</b>	<b>Blackmagic Design SWPANELADV1ME10</b> ATEM 1 M/E Advanced Panel 10 - Controller	\$3,041.53	\$3,041.53
<b>1</b>	<b>Blackmagic Design VHUBSMARTE12G4040</b> Smart Videohub 12G 40x40 - Advanced 12G-SDI router supports all SD, HD and Ultra HD SDI video formats simultaneously. Includes spin knob or push button control, LCD monitoring and Ethernet router control.	\$4,939.25	\$4,939.25
<b>1</b>	<b>ViewSonic VP3268A-4K</b> 75" Display, 3840 x 2160 Resolution, 350 cd/m2 Brightness	\$955.39	\$955.39
<b>2</b>	<b>Visionary Solutions DuetD-2</b> A/V Encoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality, Expansion Ethernet Port; POE+; Single Port AES67/Dante	\$1,074.04	\$2,148.08
<b>Video Production: Switching &amp; Routing Total</b>			<b>\$25,272.58 *</b>

### Video Production: Recording & Webcasting

<b>1</b>	<b>Blackmagic Design BDLKWEBPTR4K</b> Web Presenter 4K Ultra HD Live Streaming Encoder	\$667.47	\$667.47
<b>1</b>	<b>Blackmagic Design HYPERD/RSTEX4KHDR</b> HyperDeck Extreme 4K HDR	\$2,961.46	\$2,961.46
<b>1</b>	Blackmagic Design HYPERD/RSTEXRMK HyperDeck Extreme Rack Kit		\$245.97
<b>1</b>	Exascend EXSD3X001TB 1TB Essential Cfast 2.0 Memory Card		\$627.38
<b>1</b>	<b>Blackmagic Design HYPERD/RSTEXCTR</b> HyperDeck Extreme Control	\$1,280.55	\$1,280.55
<b>1</b>	<b>Blackmagic Design HYPERD/RSTEXRMK</b> HyperDeck Extreme Rack Kit	\$245.97	\$245.97

**Video Production: Recording & Webcasting Total****\$6,028.80 \*****Lighting System**

<b>125</b>	<b>Chauvet Professional SC07</b> Safety Cable	\$9.30	\$1,162.50
<b>6</b>	<b>Rockville 12-RDX5M5</b> 5' 5-Pin Male-Female DMX Lighting Cables	\$107.94	\$647.64
<b>125</b>	<b>Trusst CTC-50HCBLK</b> Half-Coupler	\$42.00	\$5,250.00
<b>Lighting System Total</b>			<b>\$7,060.14 *</b>

**Lighting System: House Light - Audience**

<b>32</b>	<b>Chauvet Professional OVATION B-565FC</b> Ovation B-565FC Includes: powerCON Power Cord, Color Blending Filter Control: 3-pin DMX, 5-pin DMX, ArtNet, sACN, (NET)	\$990.04	\$31,681.28
<b>Lighting System: House Light - Audience Total</b>			<b>\$31,681.28 *</b>

**Lighting System: House Light - Wall Wash**

<b>14</b>	<b>Chauvet Professional COLORado Batten Q15</b> COLORado Batten Q15 Includes: Includes: IP PowerKon Power Cord, Floor Bracket, Glare Shield Control: 5-pin DMX, Artnet, sACN	\$1,404.06	\$19,656.84
<b>Lighting System: House Light - Wall Wash Total</b>			<b>\$19,656.84 *</b>

**Lighting System: Stage Lights - Color LED**

<b>10</b>	<b>Chauvet Professional MAVERICK FORCE S PROFILE</b> Maverick Force S Profile Includes: IP powerKON Power Cord, 2pc Omega Brackets Control: 3-pin DMX, 5-pin DMX, ArtNet, sACN, WDMX (NET)	\$4,740.19	\$47,401.90
<b>20</b>	<b>Chauvet Professional OHDLENS26</b> Ovation Ellipsoidal HD Lens Tube - 26 Degree	\$252.00	\$5,040.00
<b>20</b>	<b>Chauvet Professional OVATION P-56FC</b> Ovation P-56FC Includes: Medium, and Wide Lenses, powerCON Power Cord, Control: 3-pin DMX, 5-pin DMX (NET)	\$1,056.04	\$21,120.80
<b>20</b>	<b>Chauvet Professional OVATION REVE E3</b> Ovation Rêve E-3Includes: Light Engine Only, IP PowerKON Power Cord - NO LENS TUBE Control: 3-pin DMX, 5-pin DMX (NET)	\$2,010.00	\$40,200.00

**Lighting System: Stage Lights - Color LED Total****\$113,762.70 \*****Lighting System: Stage - Cyclorama**

<b>8</b>	<b>Chauvet Professional Ovation CYC 3FC</b> Low-profile and lightweight cyclorama wash or footlight fixture, in a 1m length. Display a full spectrum of hues with RGBAL LEDs for theatre, film, and production. Theatre-ready with 16-bit dimming of master dimmer and individual colors.	\$1,800.07	\$14,400.56
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**Lighting System: Stage - Cyclorama Total****\$14,400.56 \*****Lighting System: Lighting Board & DMX Expanders**

<b>2</b>	<b>Chauvet DJ DATA STREAM 4</b> Universal DMX-512 optical splitter designed to distribute the incoming DMX signal, in daisy chain configurations, into four separate outputs with an additional "thru" port.	\$180.61	\$361.22
<b>1</b>	<b>ETC Road Hog 4-21</b> Road Hog lighting control console in carton, US power cable What's included: · One dimmable white/blue desk light · Two USB flash drives for show storage and console recovery · Capture Lighting Design Software, Duet · Dust cover	\$13,342.50	\$13,342.50

**Lighting System: Lighting Board & DMX Expanders Total****\$13,703.72 \***

**Project Summary**

Equipment:	\$617,387.68
Miscellaneous:	\$18,173.69
Sales Tax:	\$48,357.00
Electronic Waste Fee:	\$80.00
Shipping:	\$12,116.00
Labor:	\$239,069.50
<b>Grand Total:</b>	<b>\$935,183.87</b>

Sales tax is calculated based on the current sales tax and it is subject to change

**Payment Schedule**

	<b>Amount</b>
Initial Deposit	\$420,832.74
Progress Payment - 50% progress	\$233,795.97
Progress Payment - 80% progress	\$233,795.97
Final Payment	\$46,759.19

**Service Level Agreement**

	<b>Amount</b>
<b>MAVD MAT-SLA.SILVER</b>	
1 Silver SLA - Includes quarterly maintenance, cleaning, projector filter cleaning, checking all wires and connectors are snug, confirmation of system operation, performing major firmware updates, Minor repairs. See our extended service level agreement detail. Period of performance: One Year.	\$11,760.00
<b>Grand Total:</b> <i>Price includes SLA</i>	<b>\$935,183.87</b>

**EXHIBIT "B"**  
**DELIVERY SCHEDULE**

***TIMELINE***

<b>Task Label</b>	<b>Description</b>	<b>Start</b>	<b>End</b>	<b>Resources</b>
<b><i>Construction</i></b>				
Equipment order	Vendor orders, receives and configures equipment offsite	February 2023	February 2023	Vendor
Installation	Demo and installation of equipment	6/1/23 *	6/22/23 *	Vendor / City
Configuration/Test	Test functionality	6/1/23 *	6/22/23 *	City
Punch list	Fix problems	6/26/23 *	6/30/23 *	Vendor / City
Completion/Acceptance	Final approval and payment	6/30/22	6/30/22	City

\* Note: The facility is going through major renovations. Contractor will have access to the facility Monday through Friday from 7 a.m. to 6 p.m.

***PAYMENT SCHEDULE***

Payments will be made based on performance and deliverables. The following schedule of payments is anticipated:

<b>Hardware and Equipment</b>	
Contract Execution	25%
Proof of Order	25%
Delivery (to Vendor for preparation)	25%
Installation	10%
Acceptance (Retention Amount)	15%
<b>Professional Services</b>	
Monthly Invoices (must include details of work started/in progress, completed and by whom)	85%
Acceptance (Retention Amount)	15%

## EXHIBIT "C"

### FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, the Contractor shall comply with all applicable federal laws and regulations including, but not limited to, the federal contract provisions in this Exhibit.

#### **1. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)**

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. The Agreement includes remedies for breach and termination for cause and convenience.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this Agreement meets the definition of a “federally assisted construction contract” in 41 C.F.R. § 60-1.3, then Contractor shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this

section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any

or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act: Not applicable to this Agreement since it is funded by CSLFRF.

(d) Appendix II to Part 200 (D) – Copeland “Antti-Kickback” Act: Not applicable to this Agreement since it is funded by CSLFRF.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

(i) If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(ii) Overtime Requirements. No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(iii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

(iv) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

(v) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

(i) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.

(ii) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

(i) Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(h) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or

otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this Agreement are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the City in writing immediately if Contractor or its subcontractors are not in compliance during the term of this Agreement.

(i) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this Agreement is in excess of \$100,000, Contractor shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the Agreement term funding exceeds \$100,000.00, Contractor shall file with the City the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iv) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(l) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts

(ii) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **2. COMPLIANCE WITH U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS**

(a) Maintenance of and Access to Records. Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Contractor agrees to provide the CITY, Treasury Office of Inspector General and the Government Accountability Office, or any of their authorized representatives access to any books, documents, papers, and records (electronic or otherwise) of the Contractor which are directly pertinent to this Agreement for the purposes of conducting audits or other investigations. Records shall be maintained by Contractor for a period of five (5) years after completion of the project.

(b) Compliance with Federal Regulations. Contractor agrees to comply with the requirements of section 603 of ARPA, regulations adopted by Treasury pursuant to section 603(f) of ARPA, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including, without limitation, the following:

(i) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

(ii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

(iii) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

(iv) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

(v) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

(vi) New Restrictions on Lobbying, 31 C.F.R. Part 21.

(vii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

(c) Compliance with Federal Statutes and Regulations Prohibiting Discrimination. Contractor agrees to comply with statutes and regulations prohibiting discrimination applicable to the CSLFRF program including, without limitation, the following:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

(ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

(iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

(iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

(v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

(d) False Statements. Contractor understands that making false statements or claims in connection with the CSLFRF program is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

(e) Hatch Act. If Contractor is a public agency, Contractor agrees to comply, as applicable, with the requirements of the Hatch Act (5 U.S.C. section 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

(f) Protections for Whistleblowers.

(i) In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(ii) The list of persons and entities referenced in the paragraph above includes the following:

- (1) A member of Congress or a representative of a committee of Congress;
- (2) An Inspector General;
- (3) The Government Accountability Office;
- (4) A Treasury employee responsible for contract or grant oversight or management;
- (5) An authorized official of the Department of Justice or other law enforcement agency;
- (6) A court or grand jury; or
- (7) A management official or other employee of Contractor, or a subcontractor who has the responsibility to investigate, discover, or address misconduct.

(g) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles, and encourage its subcontractors to do the same

(h) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

(i) Assurances of Compliance with Civil Rights Requirements. The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to the Contract, including, but not limited to, the following:

(i) Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

(ii) Contractor acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP),” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, are limited in their English proficiency. Contractor understands that the denial of access to persons to its programs, services and activities because of their limited proficiency in English is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964. Accordingly, Contractor shall initiate reasonable steps, or comply with Treasury’s directives, to ensure meaningful access to its programs, services and activities to LEP persons. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary to ensure effective communication in the Project.

(iii) Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

(iv) Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees and assignees for the period in which such assistance is provided.

(v) Contractor agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor’s subcontractors, successors, transferees and assignees:

*The subcontractor, successor, transferee and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein*

*incorporated by reference and made a part of this contract (or agreement). Title VI also extends protection to persons with "Limited English proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement).*

(vi) Contractor understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Contractor, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property.

(vii) Contractor shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Contractor shall comply with information requests, on-site compliance reviews, and reporting requirements.

(viii) Contractor shall maintain a complaint log and inform the Department of the Treasury of any accusations of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Contractor must also inform the Department of the Treasury if Contractor has received no complaints under Title VI.

(ix) Contractor must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Contractor and the administrative agency that made the finding. If the Contractor settles a case or matter alleging such discrimination, Contractor must provide documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, please so state.

(x) If Contractor makes sub-awards to other agencies or other entities, Contractor is responsible for assuring that sub-recipients also comply with Title VI and all of the applicable authorities covered in this assurance.

### **3. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

(a) Contractor shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(b) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Contractor shall submit evidence of compliance with the foregoing affirmative steps when requested by the City.



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

**File #:** 21-1945

**Agenda #:** G.

**Agenda Date:** 1/24/2023

**Category:** Consent Calendar

**FROM:**

Innovation & Technology

**SUBJECT:**

Award Center Stage Audio Visual System Update

**RECOMMENDATION:**

Award bid and authorize the City Manager to execute a contract with Matrix Audio Visual Designs to provide equipment and services to upgrade the audio and video technology located in the Center Stage Theater in the amount of \$935,183.87 and a 6.5% Contingency in the amount of \$60,786.96.

**COUNCIL GOALS:**

- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Operate in a businesslike manner by improving services through the effective use of technology.
- Promote economic development by pursuing business attraction, retention, and expansion.
- Promote economic development by being business-friendly at all levels and striving to constantly improve the city's competitiveness.
- Practice sound fiscal management by emphasizing capital formation.
- Increase citizen involvement by utilizing technology to promote communication and linkages in the community.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.

**DISCUSSION:**

The City of Fontana will be undertaking an expansive and comprehensive revitalization of Downtown Fontana. The specific geographic area to be targeted includes Upland Ave to the North, Orange Avenue to the South, Mango Ave to the East and Juniper Ave to the West. A significant part of this revitalization effort will be the creation of a sense of space in the area, a reason for people to visit the area and patronize the local businesses. To facilitate the implementation of this revitalization, staff has negotiated an agreement with Red Head Inc. whereby, in conjunction with the company's professional branding team, the theater will be renovated and remarketed as the region's premier intimate venue for live music and entertainment.

As part of the renovations to the Center Stage Theater, a new audio visual system is needed to meet

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**File #:** 21-1945  
**Agenda #:** G.

**Agenda Date:** 1/24/2023  
**Category:** Consent Calendar

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the operations of the new venue for live music and entertainment. The current system is at end of life and was not designed to meet the needs and demands of the new venue. The analog based equipment has posed significant challenges in the area of operation for staff and outside parties. The system is no longer scalable and needs to be replaced. For this, the city issued an RFP seeking proposals from qualified audio visual contractors to lead renovations for an updated audio video system, lighting, and recording system for the technical aspects of the renovated venue.

Matrix Audio Visual Designs proposal has been selected from the proposals received. The vendor has the most comprehensive and overall best value proposed. The new system will address all audio, video, lighting, and control systems required to upgrade technologies located in the Center Stage Theater.

**Proposal Cost**

Matrix Audio Visual Design	\$935,183.87
EIDIM AV Technology	\$897,606.74
Procraft	\$992,736.50

**FISCAL IMPACT:**

Funds are available in Capital Improvement Fund #601 in the amount of \$800,000 and City Technology Fund #102, Project 02621003-102 in the amount of \$200,000.

**MOTION:**

Approve staff recommendation.

**Certificate Of Completion**

Envelope Id: EF3970299B034FF5B00EAE5C53988B7C  
Subject: Matrix Purchase Agreement SP-71-IT-23  
Source Envelope:  
Document Pages: 45  
Certificate Pages: 6  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
Purchasing Office  
8353 Sierra Avenue  
Fontana, CA 92335  
purchasing@fontana.org  
IP Address: 192.146.186.96

**Record Tracking**

Status: Original  
2/9/2023 | 05:49 PM

Holder: Purchasing Office  
purchasing@fontana.org

Location: DocuSign

**Signer Events**

Jennifer Barcenas  
jbarcenas@fontana.org  
Jennifer Barcenas  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Alina Mirakhanian  
alina@matrixav.com  
President  
Matrix Audio Visual Designs, Inc.  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 2/10/2023 | 12:58 PM  
ID: d0ceb2c1-45d3-4ac3-a6e2-49f288ee7c28

Jennifer Barcenas  
jbarcenas@fontana.org  
Jennifer Barcenas  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Ramon Ebert  
rebert@fontana.org  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 2/15/2023 | 03:58 PM  
ID: e057e1c6-844e-4083-83d9-a1f2f32f74a7

**Signature**

**Completed**

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*Alina Mirakhanian*

Signature Adoption: Pre-selected Style  
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Signed using mobile

*Jennifer Barcenas*

Signature Adoption: Pre-selected Style  
Using IP Address: 174.195.136.180  
Signed using mobile

*Ramon Ebert*

Signature Adoption: Pre-selected Style  
Using IP Address: 192.146.186.96

**Timestamp**

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Signed: 2/9/2023 | 06:11 PM

Sent: 2/9/2023 | 06:11 PM  
Viewed: 2/10/2023 | 12:58 PM  
Signed: 2/10/2023 | 01:01 PM

Sent: 2/10/2023 | 01:01 PM  
Viewed: 2/10/2023 | 01:36 PM  
Signed: 2/10/2023 | 01:37 PM

Sent: 2/10/2023 | 01:37 PM  
Viewed: 2/15/2023 | 03:58 PM  
Signed: 2/15/2023 | 04:01 PM

## Signer Events

Ruben Duran  
ruben.duran@bbkllaw.com  
Security Level: Email, Account Authentication  
(None)

## Signature

*Ruben Duran*

Signature Adoption: Pre-selected Style  
Using IP Address: 74.116.243.2

## Timestamp

Sent: 2/15/2023 | 04:01 PM  
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Signed: 6/6/2023 | 07:59 AM

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Accepted: 6/3/2023 | 09:25 AM  
ID: 38752221-2d55-4a77-9e00-0f462b2043bc

Myletta Tillman  
mtillman@fontana.org  
Security Level: Email, Account Authentication  
(None)

*Mt*

Signature Adoption: Pre-selected Style  
Using IP Address: 192.146.186.108

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Signed: 6/6/2023 | 04:38 PM

### Electronic Record and Signature Disclosure:

Accepted: 6/6/2023 | 04:38 PM  
ID: 8cf33778-8e4f-4677-b134-b48e66724a7d

Rakesha L. Thomas  
rthomas@fontana.org  
Director, Human Resources & Risk Mgmt.  
City of Fontana  
Security Level: Email, Account Authentication  
(None)

*Rakesha L. Thomas*

Signature Adoption: Pre-selected Style  
Using IP Address: 192.146.186.108

Sent: 6/6/2023 | 04:38 PM  
Viewed: 6/7/2023 | 07:31 AM  
Signed: 6/7/2023 | 07:32 AM

### Electronic Record and Signature Disclosure:

Accepted: 6/7/2023 | 07:31 AM  
ID: 56d8aced-02b6-4928-9962-ddd504cac9ac

Sid Lambert  
slambert@fontana.org  
Purchasing Office  
Paragon Partners Consultants, Inc.  
Security Level: Email, Account Authentication  
(None)

*Sid Lambert*

Signature Adoption: Pre-selected Style  
Using IP Address: 192.146.186.96  
Signed using mobile

Sent: 6/7/2023 | 07:32 AM  
Viewed: 6/7/2023 | 07:35 AM  
Signed: 6/7/2023 | 07:35 AM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jessica Brown  
jbrown@fontana.org  
Chief Financial Officer  
Security Level: Email, Account Authentication  
(None)

*Jessica Brown*

Signature Adoption: Pre-selected Style  
Using IP Address: 174.205.33.91  
Signed using mobile

Sent: 6/7/2023 | 07:35 AM  
Viewed: 6/14/2023 | 09:21 AM  
Signed: 6/14/2023 | 09:21 AM

### Electronic Record and Signature Disclosure:

Accepted: 6/14/2023 | 09:21 AM  
ID: 94829354-2306-4f0d-b888-90f8814668b7

Matthew C. Ballantyne  
mballantyne@fontana.org  
City Manager  
Security Level: Email, Account Authentication  
(None)

*Matthew C. Ballantyne*

Signature Adoption: Pre-selected Style  
Using IP Address: 192.146.186.96

Sent: 6/14/2023 | 09:21 AM  
Viewed: 6/14/2023 | 09:25 AM  
Signed: 6/14/2023 | 09:25 AM

### Electronic Record and Signature Disclosure:

**Signer Events**

Accepted: 6/14/2023 | 09:25 AM  
 ID: a412e276-5b28-498c-964f-1ff3aa8e916f

Germaine McClellan Key  
 gkey@fontana.org  
 Security Level: Email, Account Authentication  
 (None)

**Signature**

*Germaine McClellan Key*

Signature Adoption: Pre-selected Style  
 Using IP Address: 107.201.246.59  
 Signed using mobile

**Timestamp**

Sent: 6/14/2023 | 09:25 AM  
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**Electronic Record and Signature Disclosure:**  
 Accepted: 6/14/2023 | 09:57 AM  
 ID: 2780f69c-7d82-4d7e-bdde-9e9ff83a1252

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Kathy Kasinger  
 kkasinger@fontana.org  
 Records Coordinator

**COPIED**

Sent: 6/14/2023 | 09:57 AM  
 Viewed: 6/14/2023 | 01:11 PM

Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/5/2023 | 11:43 AM  
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**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent  
 Certified Delivered  
 Signing Complete  
 Completed

Hashed/Encrypted  
 Security Checked  
 Security Checked  
 Security Checked

2/9/2023 | 06:05 PM  
 6/14/2023 | 09:57 AM  
 6/14/2023 | 09:57 AM  
 6/14/2023 | 09:57 AM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

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From time to time, City of Fontana (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact City of Fontana:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ctejeda@fontana.org

**To advise City of Fontana of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at ctejeda@fontana.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of Fontana**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to ctejeda@fontana.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Fontana**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to ctejeda@fontana.org and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Fontana as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Fontana during the course of my relationship with you.