

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Conti Corporation dba Conti MEP Corporation

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Board of Supervisors Chambers Audio-Visual Presentation Systems Upgrade Project**

SUMMARY OF MATERIAL TERMS

- (§2) **Maximum Contract Price:** \$124,333.00
- (§3) **Contract Beginning Date:** 2/27/2018 **Contract Termination Date:** 9/1/2018
- (§4) **Liquidated Damages:** \$500/day

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u>X</u>	<u> </u>
(§7)	Automobile Liability (\$ 300,000) Personal Auto	<u> </u>	<u>X</u>
	(\$1,000,000) Business Rated	<u>X</u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> </u>	<u>X</u>
(§8)	Worker's Compensation	<u>X</u>	<u> </u>
(§9)	Errors and Omissions (\$1,000,000)	<u> </u>	<u> </u>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

C7 or C10 and certifications identified in specifications document Section 1.3

DIR# 1000009634

NOTICE & IDENTIFICATION

(§26) **Contractor:** **Conti Corporation dba Conti MEP Corp.** **County of Nevada:**
6417 Center Drive 950 Maidu Avenue
Sterling Heights, MI 48312 Nevada City, California 95959

Contact Person: Bill Famini
(702) 561-8163
e-mail: bfamini@conticorporation.com

Contact Person: Landon Beard
(530) 265-1687
e-mail: landon.beard@co.nevada.ca.us

Contractor is a: (check all that apply)

- Corporation: Calif., X Other, LLC, Non-profit
- Partnership: Calif., Other, LLP, Limited
- Person: Indiv., Db, Ass'n Other

EDD: Independent Contractor Worksheet Required: Yes X No

HIPAA: Schedule of Required Provisions (Exhibit D): Yes X No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> </u>	<u>X</u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u>X</u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;



- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.



At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

(i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.



If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.



27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

Matthew Snyder

Name: MATTHEW SNYDER
Title: VICE PRESIDENT

Dated: 2.13.2018

COUNTY OF NEVADA:

Honorable Edward C. Scofield
Chair, Board of Supervisors

Dated: _____

Attest: _____
Julie Patterson Hunter
Clerk of the Board

MS

EXHIBIT "A"

SCHEDULE OF SERVICES

This schedule is inclusive of all descriptions, drawings and Q&A responses from County Bid Documents "Board AV Project".

Specific Construction/Installation Date Requirements:

Liquidated damages take effect if system installation and test/turnover are not completed between July 18, 2018 to August 28, 2018, inclusive of the Board of Supervisors meeting on August 28th as required in Bid Spec 4.0.S and T.

1.1 SCOPE OF WORK:

A. The scope of work included consists of furnishing all labor, equipment, materials and supplies, and performing all operations necessary to complete the installation of integrated audio/video presentation systems as described herein. All existing equipment not used in the new upgrade shall be removed and turned over to the owner. The contractor shall furnish all equipment and materials required for fully functional systems that meet the operational specifications herein, whether or not specifically listed in the Major Equipment List on drawing sheet AV0.0. In any instance of a discrepancy between the Major Equipment List and the drawings, the drawings shall prevail.

B. The work shall include, but not be limited to the following:

1. Furnish and install all required wiring cables and patch cords.
2. Furnish and install all wall plates, interface panels, jacks, etc.
3. Install/configure/integrate owner furnished equipment such as PC, monitors, video conference equipment.
4. Terminate all wiring and cabling with required connectors.
5. Furnish and install all equipment racks (U.O.N)
6. Install all displays with AV Contractor provided wall/ceiling mounts.
7. Furnish and install all specified equipment.
8. Furnish any other material required to form complete systems.
9. Remove and dispose of un-needed cabling (old, removed, etc.).
10. Remove all trash/recycling from County facility.
11. Remove all un-needed equipment (currently installed) and deliver to the County for proper surplus handling.
12. Perform software programming and debugging.
13. Permanently label all wiring and cabling at both ends.
14. Perform continuity and signal integrity tests on all wiring.
15. Demonstrate system functionality to Owner & Consultant prior to acceptance.
16. Provide documentation in printed and electronic formats showing interconnection diagrams, cable labeling and touch panel screens.
17. Provide all equipment programming code (Crestron DM and QSC Q-SYS) in fully editable and executable electronic format and turn over ownership of this code to the Owner via a written letter of transfer.
18. Register all equipment warranties for Nevada County.
19. Provide the minimum owner training hours as described below.
20. Provide one (1) year full warranty, maintenance and support on all equipment installed by the contractor.

1.2 PROJECT OVERVIEW

A. This document describes the products and execution requirements relating to furnishing and installing complete systems for the Board of Supervisors AV Presentation Systems for the Nevada County Board of Supervisors, 950 Maidu Ave., Nevada City, CA 95959.

- B. This system will provide a multi-input, multi-output audio visual system that provides an environment where the technology used to present information and hold meetings is transparent to the participants.
- C. Access to the worksite will be coordinated with the County, and will be primarily during normal business hours (M-F 7-5), with access during other times pre-arranged.
- D. Board of Supervisors conference room adjacent to Chambers may be used for product and equipment staging.
- E. Due to the construction schedule, the on-site installation time for this contract will be limited. The installing contractor should assume there would be no more than 30 calendar days to complete the entire scope of work.

1.3 ADMINISTRATIVE REQUIREMENTS/APPROVED CONTRACTOR

- A. The AV contractor shall be an active member of ICIA, NSCA, NAB, BICSI and/or other similar industry recognized organizations, and provide documentation of same.
- B. The assigned Project Manager and on-site Installation Supervisor shall hold CTS, NICET or other similar industry recognized certification, and provide documentation of same.
- C. Subcontractors will be allowed provided they comprise no more than 20% of the onsite work force and are under the direct supervision of the Project Manager or Installation Supervisor.
- D. The AV contractor shall be a factory direct dealer for, or establish an equivalent relationship with, the major equipment specified herein, suitable to carry out warranty administration and post warranty repair.
- E. Specifically, with regard to the Crestron Digital Media System specified herein, the AV Contractor must have achieved Crestron DMC-D & DMC-T certification for installing technicians, and DMC-E for the commissioning technician, and provide documentation of same.
- F. Specifically, with regard to the QSC Q-SYS Audio DSP system specified herein, the AV Contractor shall have achieved Level 2 certification and provide documentation of same.
- G. With regard to the Crestron equipment, the AV Contractor shall obtain pricing from the manufacturer based on the Master Quote referenced in the Major Equipment List on sheet AV0.0.
- H. The AV Contractor's Crestron equipment pricing shall reflect the additional discount afforded by the manufacturer and the extended equipment warranty offered as part of the Master Quote.
- I. The AV Contractor shall be able to respond to a request for service both during the one-year system warranty period and thereafter, within forty-eight (48) hours, Monday through Friday. This response time shall be measured from the time of the initial request until the service technician arrives on site.

1.4 SYSTEM DESCRIPTION

A. BOARD CHAMBERS AV PRESENTATION SYSTEMS

1. This system is intended to provide Dais member speech reinforcement, general AV Presentation, VTC functions and audio/video for owner furnished streaming and broadcast feeds.

2. Dais member microphones shall be equipped with mute buttons on their respective microphones that can be overridden from the Clerk's touch panel/monitor.
3. Laptop inputs shall be provided at the Presentation Table and Public Table for connection of analog and digital laptop video and audio.
4. A rack mounted PC (OFE) shall be remotely controlled by the Presentation Table touch panel/monitor via a wireless keyboard and mouse.
5. The Presentation touch panel/monitor shall provide selection between presentation display and PC monitor display.
6. A remote USB hub shall allow for connection of a portable DVD/CD player and inputs for a USB flash drive.
7. All dais, staff, media and presentation table video monitors shall provide a duplicate of the presentation content.
8. Wireless presentation shall be accommodated so presenters may use tablets, laptops or smart phones without a physical connection.
9. The touch panel/monitors at the Clerk's and Presentation Table positions shall provide control of appropriate functions as described further below and in the drawings.
10. All touch panel and passive monitors shall be installed using the specified mounts.
11. Wireless remote control shall be provided through the use of a WiFi enabled tablet (OFE) whose GUI replicates the required presentation and control system functions.
12. System control shall also be provided for use from any network connected PC using the Crestron X-panel option.
13. Audio to the existing Chamber's wall mounted speakers shall provide speech reinforcement and program audio to the audience.
14. Audio shall also be provided to the two existing ALS transmitters.
15. The audio recorder shall be fed audio that is a duplicate of the BOS Chambers audio mix.
16. New wireless microphones shall be provided for use by presenters and audience members.
17. The new projector shall be installed where indicated in the drawings and its lens adjusted to throw an image sufficient to fill the new screen without geometric distortion.
18. A new, fixed wall screen shall be installed in place of the existing screen.
19. The Clerk's and Presentation Table touch panel/monitors shall display and allow control of the presentation timer.
20. The Clerk's and Presentation Table touch panel/monitors shall control the selection of any presentation source, the presentation timer, VTC call setup and PTZ camera control and control all dais microphones and program audio levels.
21. A separate level control shall be provided on the Clerk's and Presentation Table touch panel/monitors for controlling the Lobby speakers' volume.
22. The presentation sources are: Presentation Table PC, Presentation Table laptop connection, document camera, Public Table laptop connection, VTC system and wireless tablet/smartphone.
23. See the system functional description and preliminary touch panel/monitor functions described below.
24. AV Contractor shall meet with the Consultant and Owner in a collaborative effort to establish the exact design and content of touch panel/monitor pages.
25. The new Owner Furnished Video Production and Broadcast System shall provide camera switching and control whose output will feed the existing broadcast/streaming encoders.
26. The Chambers AV Presentation System shall provide audio and video feeds to the above referenced Owner Furnished video production and broadcast system.
27. The Chambers rear wall mounted confidence monitor and lobby displays (OFE and existing) shall be connected to the output of the video production/broadcast system to display a duplicate of the broadcast and streaming feed.
28. The audio DSP shall be adjusted to compensate for any lip-sync delay with the broadcast video feed.
29. The confidence monitor shall also be connected to the VTC system to view far-end video as selected by the Clerk.
30. New wall mounted speakers shall replace the existing lobby speakers to improve audio quality and coverage.

1.5 BOARD CHAMBERS AV PRESENTATION SYSTEM; DETAILED SYSTEM FUNCTIONAL DESCRIPTION AND PRELIMINARY TOUCH PANEL/MONITOR FUNCTIONS

All touch panel/monitors and all other monitors will display the County Seal as the home page and touch panel/monitors shall have a common button layout such that basic navigation functions such as the HOME, BACK buttons etc. will always be located in the same place on the screen and function in the same manner. (Refer to drawings for referenced device names.)

1. TPMON1 is located at the Clerk's position on the staff table and allows system powerup/down, source selection and volume control of all mics and presentation content audio, control of the presentation timer and VTC session setup and PTZ camera control.
2. VTC session initiation with preset address selection, camera control and content selection.
3. TPMON2 is the Presentation Table touch panel/monitor used to control presentation source selection with functions identical to TPMON1 and as the monitor for the rack mounted (OFE) PC.
4. Separate buttons shall be provided to turn system power on/off and turn on/off the projector when AV presentation is called for.
5. A video mute button shall also be provided such that the projector is forced to shutter its lens and not produce any output while keeping it on and ready when needed, thereby avoiding the necessary warm-up period. Alternatively, the County Seal may be displayed instead.
6. When a source is selected to display via the Clerk's or Presentation Table touch panel/monitor, it first appears in a preview window to insure whatever is to be presented is properly configured & appropriate to display to the audience, be recorded and/or streamed. Once done, a TAKE button shall forward the image to the projector, to all the monitors and to the video production/ broadcast system.
7. Separate, pre-configured templates for different meeting types shall be creatable and selectable from the Clerk's and Presentation touch panel/monitors for ease of use by different departments.
8. A separate Audio Control page on the Clerk's and Presentation Table touch panel/monitors shall provide full control of each individual mic level, wireless mic level, program audio level and incoming VTC session audio with mute controls and bar-graph level displays so the sound can be tailored to suit the individual speaking styles of the dais and other members.
9. A volume control with bar graph display shall be provided on the Clerk's and Presentation Table touch panel/monitors used to adjust the Lobby speakers' audio level.
10. A separate audio mix shall be created for the video production/broadcast feeds which shall be controlled on TPMON3 in the video production/broadcast control room allowing for independent mic and program level control for the broadcast and recording feeds.
11. The mic audio level information shall be displayed as a graphic representation of the Dais, Staff, Media Table, Public and Presentation Tables such that mic controls are related to the individual seating positions.
12. The Audio System shall function in an "auto mix" configuration such that mic audio levels will try to be maintained over a large speaker-to-mic distance range. However, in extreme cases of soft speakers or great distances from the mic, the mic level controls provided on the Clerk's and Presentation Table touch panel/monitors shall allow adjustment of each individual mic level.
13. A presentation timer function shall be incorporated into the system and be controlled by the Clerk's and Presentation Table touch panel/monitors. It shall display the timer on individual displays positioned on the Public Table and wall-mounted on the rear wall of the Chamber.
14. A new Video Teleconference System shall allow interconnection with remote participants including the County's Truckee location.
15. A new VTC codec (OFE) shall be installed in the BOS AV system as indicated and connected to the system as shown in the drawings.
16. A dedicated PTZ camera shall be installed at the rear of the Chambers and connected to the VTC codec such that during a VTC session, this camera is the one that is viewed at the far end and is controlled by the Clerk's or Presentation Table touch panel/monitor.
17. A multi-view video processor (VIDPROC1) shall allow a split screen or PIP image to be displayed on the screen and all other monitors such that presentation content and the camera image from the far-end can be displayed simultaneously.
18. A new VTC system with included camera (OFE) shall be installed at the Truckee location in place of the existing unit.
19. Lamp life and other service information shall be harvested from the projector and displayed on a separate service page on the Clerk's, Presentation and control room rack touch panel/monitors.
20. An advisory email shall be generated and sent to a specified Owner address when the projector lamp life reaches 80% of maximum.



EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

Contractor will be paid a lump sum of **\$124,333.00** upon project completion and acceptance by the Project Manager. Invoices will include a general description of the services provided. Payment terms are net 30 days from receipt of invoices by County.

Invoices shall be submitted to:

County of Nevada
Information Systems
950 Maidu Avenue
Nevada City, CA 95959

