CITY OF PALO ALTO CONTRACT NO. C09126831

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
AUDIO VISUAL INNOVATIONS, INC.
FOR PROFESSIONAL SERVICES
(UTILITY CONTROL CENTER UPGRADE)

This AGREEMENT is entered into _____________, by and between the CITY OF PALO ALTO, a charter city and a municipal corporation of the State of California ("CITY"), and Audio Visual Innovations, Inc., a Florida corporation located at 6301 Benjamin Road, Suite 101, Tampa, Florida 33604 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to upgrade the Utility Control Center ("Project") and desires to engage a consultant to design and engineer the upgrade in connection with the Project ("Services").

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit "A", attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described in Exhibit "A" in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

SECTION 2. TERM. The term of this Agreement shall be from the date of its full execution through "completion of the services in accordance with the Schedule of Performance attached as Exhibit "B" unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit "B", attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

Professional Services
Revised 10/18/07
SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A”, including both payment for professional services and reimbursable expenses, shall not exceed Three Hundred Ninety Three Thousand Seven Hundred Seventy Five Dollars ($393,775). In the event Additional Services are authorized, the total compensation for services and reimbursable expenses shall not exceed Thirty Nine Thousand Five Hundred Dollars ($39,500). The applicable rates and schedule of payment are set out in Exhibit “C”, entitled “COMPENSATION,” which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit “A”.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT shall correct, at no cost to CITY, any and
all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to CONSULTANT. If CONSULTANT has prepared plans and specifications or other design documents to construct the Project, CONSULTANT shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of construction of the Project. This obligation shall survive termination of the Agreement.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of the CITY’s stated construction budget, CONSULTANT shall make recommendations to the CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT’s obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING.

CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign John Merkel as the project director to have supervisory responsibility for the performance, progress, and execution of the Services and Ric Laycock as the project coordinator to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY’s project manager. CONSULTANT, at CITY’s request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.
The City’s project manager is Jim Bujtor, Utilities Department, Engineering Division, Palo Alto, CA 94303, Telephone: (650) 566-4543. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. The CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT’s records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT’s services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision,
ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best’s Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY’s Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days’ prior written notice of the cancellation or modification, CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY’s Purchasing Manager during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT’s liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The city manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will
become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager
To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not
discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment, including completing the form furnished by CITY and set forth in Exhibit “E.”

SECTION 23. MISCELLANEOUS PROVISIONS.

23.1. This Agreement will be governed by the laws of the State of California.

23.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

23.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

23.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

23.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

23.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

23.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

23.8. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section 24.8 shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.
23.9. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

________________________________________
Deputy City Manager

APPROVED AS TO FORM:

________________________________________
Senior Asst. City Attorney

APPROVED:

________________________________________
Director of Administrative Services

Attachments:
EXHIBIT "A": SCOPE OF WORK
EXHIBIT "B": SCHEDULE OF PERFORMANCE
EXHIBIT "C": COMPENSATION
EXHIBIT "D": INSURANCE REQUIREMENTS
EXHIBIT "E": CERTIFICATION OF NONDISCRIMINATION
FINAL SCOPE OF SERVICES

UCC Control Room Interior Improvement

Overview

Audio Visual Innovations, Inc. (AVI) is contracted with the City of Palo Alto Utility Department (CPAU) to provide the final scope definition, development of project plan, project management, installation, testing, documentation, and follow-up engineering/maintenance services for a turn-key upgrade of selected parts of RFP 126831 to the Utility Control Center (UCC) control room environment, located at 3241 East Bayshore Road, Palo Alto, California.

AVI shall implement this project in accordance with the City’s Request for Proposal 126831, the City’s Best and Final Offer (BAFO) RFP dated September 23, 2008, and AVI’s BAFO proposal dated October 2, 2008. The first part of AVI’s work will be to perform interviews and data gathering with which to ascertain the final proper furnishings and features. AVI shall fulfill their entire contract, resulting in a quality, approved installation, within the budget of $393,775 plus 10% contingency with approval of the City’s Project Manager, Jim Bujtor. AVI will provide short and long-term layouts, the latter being used as a master plan for future upgrades. The details below represent the expected, final installation.

Video – Controllers – Inputs

The video, with its controller, shall be thought of as an additional video tool with total desk top control to include launching programs, windowing and all other PC applications and functions. It also includes operation as a video projection system compatible with cable or television.

The video arrays shall be approximately 60” tall x 160” wide DLP cubes, with smart lamp and auto color space control technology, mounted on a free standing base or structurally tied to the concrete below the raised floor, as required for seismic zone 4 installations. A 65” diagonal flat screen, mounted portably in a portrait orientation, shall display tall SCADA screens such as the 60kV Single Line dynamic display. AVI will work closely with CPAU to provide video enhancements to make this possible. An adequate media controller shall handle all inputs, including local applications, remote network applications, directly connected video, analog RGB inputs, Satellite TV, DVD, VCR, and security feeds, and have expansion capability up to 28 inputs.

Ergonomics – task lighting – overhead lighting

Ergonomic considerations shall take into account video screen viewing angles (upwards and panoramic) from each operator’s seated position. Overhead lighting shall be installed to optimize viewing of the new video displays, reducing glare, augmenting the use of dispatcher tools, and laid-out with the future scheme in mind. It will be composed of multiple 4’ fluorescent, dimmable fixtures configured into multiple zones. This system shall be completely controllable from the dispatcher’s console to allow adjustable light in each dispatch area separately. Lighting control is an absolute necessity to allow the dispatcher to function most efficiently in a calm, cool, collected manner during times of emergency operations. CPAU can help identify local contractors for this work, if necessary. Task lighting shall be added to the existing consoles. This task lighting will be transferable to new consoles at a later phase.

Tack-boards – Paper operating diagrams -- Acoustics

The two side wall rolling print tack boards shall each be composed of 4 – 4’ wide X 8’ high sliding panels with suitable metal frames with cork surfaces or Forbo Self Healing type surfaces suitable for map tacking prints. The 4 panels will fully retract into storage such that, when retracted, only the
SCOPE OF WORK OR SERVICES

front panel shows. AVI shall analyze and apply acoustic appliances/tiles wherever possible, including wall and ceiling considerations, to make the control room acoustically pleasant to work in. Ceiling considerations shall include a dropped T-bar type ceiling with incorporated fluorescent lighting fixtures. Colors selected shall be part of a coordinated overall color scheme for the room.

Audio – Control – Inputs/Outputs – Volume
A satisfactory, yet minimal, room sound system will be installed as part of this project. It may consist of console mounted speakers only.

Signage – CPAU logo
The three-dimensional logo shall be approximately 4’ square, with a compact ‘framing projector’ type fixture (ceiling mounted) shining down on the logo.

Installation
Initially, demolish and properly dispose all material that will not be part of the updated control room, such as the existing map wall. CPAU will recycle and dump this material, using Palo Alto's refuse and recycling facilities, if AVI will reduce the materials to small, manageable sizes. Installation will be performed without disrupting the 24 x 7 operation through careful planning and execution.

Work Plan

- AVI shall hold a kick-off meeting with City staff to review the work plan, schedule (6 months completion ARO), recommendations, responsibilities, material submittals, and approval process. Additional, regular meetings, as required and defined at this meeting.
- Definition & Planning
- Procurement
- Implementation, testing, & training

Documentation

AVI shall supply two (2) hardcopies of all final documentation including owner manuals, software, drawings, maintenance schedules/requirements and warrantees.

Follow-up Service, Maintenance, Warranty, and 24X7 Support

Twice the first year after installation, Preventative Maintenance & Service will be accomplished with AVISPL certified technical labor. Extended warranties and support to be discussed. Any errors generated in or by the new equipment shall be fixed by AVI before final acceptance of the system and before the warranty periods begin.

Below is the conceptual control room layout:
EXHIBIT "B"

SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

<table>
<thead>
<tr>
<th>Milestones</th>
<th>Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No. of Days/Weeks</td>
</tr>
<tr>
<td></td>
<td>From NTP</td>
</tr>
<tr>
<td>1. Upgrade UCC</td>
<td>104 Weeks</td>
</tr>
<tr>
<td>Description</td>
<td>Cost</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>TOTAL PROJECT EQUIPMENT COST</td>
<td>$260,497.14</td>
</tr>
<tr>
<td>LABOR</td>
<td>$59,008.86</td>
</tr>
<tr>
<td>TRAVEL</td>
<td>$15,535.00</td>
</tr>
<tr>
<td>Includes per diem, hotels, air fares, and all other travel related expenses associated with this project.</td>
<td></td>
</tr>
<tr>
<td>GENERAL AND ADMINISTRATIVE</td>
<td>$12,858.20</td>
</tr>
<tr>
<td>Including all G &amp; A expenses: Clerical, shipping, insurance and warranties.</td>
<td></td>
</tr>
<tr>
<td>1st YEAR WARRANTY &amp; MAINTENANCE</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>$365,899.20</td>
</tr>
<tr>
<td>TAXES 8.25%</td>
<td>$27,875.37</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td>$393,774.57</td>
</tr>
</tbody>
</table>
EXHIBIT “D”

INSURANCE REQUIREMENTS

Contractors to the city of Palo Alto (City), at their sole expense, shall for the term of the contract obtain and maintain insurance in the amounts for the coverage specified below, afforded by companies with an A- or better, key rating of A- to VII, or higher, licensed or authorized to transact insurance business in the state of California.

Award is contingent on compliance with City’s insurance requirements, as specified, below:

<table>
<thead>
<tr>
<th>REQUIRED</th>
<th>TYPE OF COVERAGE</th>
<th>REQUIREMENT</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>Worker’s Compensation / Employer’s Liability</td>
<td>Statutory</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Statutory</td>
<td></td>
</tr>
<tr>
<td>YES</td>
<td>General liability, including personal injury, broad form property damage blanket, contractual, and fire legal liability</td>
<td>Bodily Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Property Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bodily Injury &amp; Property Damage Combined</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>Automobile liability, including all owned, hired, non-owned</td>
<td>Bodily Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Each Person</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Property Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bodily Injury and Property Damage Combined</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>Professional liability, including, errors and omissions, malpractice (when applicable), and negligent performance</td>
<td>All Damages</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

The City of Palo Alto is to be named as an additional insured. Contractor, at its sole cost and expense, shall obtain and maintain, in full force and effect throughout the entire term of any resultant agreement, the insurance coverage herein described, insuring not only contractor and its subconsultants, if any, but also, with the exception of workers’ compensation, employer’s liability, and professional insurance, naming as additional insureds City, its council members, officers, agents, and employees.

I. Insurance coverage must include:

A. A provision for a written thirty day advance notice to City of change in coverage or of coverage cancellation; and

B. A contractual liability endorsement providing insurance coverage for contractor’s agreement to indemnify City.

C. Deductible amounts in excess of $5,000 require City’s prior approval.

II. Contractor must submit certificate(s) of insurance evidencing required coverage.

III. Endorsement provisions, with respect to the insurance afforded to “Additional Insureds”

A. Primary Coverage

With respect to claims arising out of the operations of the named insured, insurance as afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.
B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDs UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDs, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

PURCHASING AND CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303
EXHIBIT "E"

CERTIFICATION OF NONDISCRIMINATION

Certification of Nondiscrimination:

As suppliers of goods or services to the City of Palo Alto, the firm and individuals listed below certify that they do not and will not during the course of this contract discriminate in the employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person and that they are in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment.

THE INFORMATION HEREIN IS CERTIFIED CORRECT BY SIGNATURE(S) BELOW.

Authorized Signature: ________________________________

Date: _____________________
FINAL SCOPE OF SERVICES

UCC Control Room Interior Improvement

Overview
Audio Visual Innovations, Inc. (AVI) is contracted with the City of Palo Alto Utility Department (CPAU) to provide the final scope definition, development of project plan, project management, installation, testing, documentation, and follow-up engineering/maintenance services for a turn-key upgrade of selected parts of RFP 126831 to the Utility Control Center (UCC) control room environment, located at 3241 East Bayshore Road, Palo Alto, California.

AVI shall implement this project in accordance with the City’s Request for Proposal 126831, the City’s Best and Final Offer (BAFO) RFP dated September 23, 2008, and AVI’s BAFO proposal dated October 2, 2008. The first part of AVI’s work will be to perform interviews and data gathering with which to ascertain the final proper furnishings and features. AVI shall fulfill their entire contract, resulting in a quality, approved installation, within the budget of $393,775 plus 10% contingency with approval of the City’s Project Manager, Jim Bujtor. AVI will provide short and long-term layouts, the latter being used as a master plan for future upgrades. The details below represent the expected, final installation.

Video – Controllers – Inputs
The video, with its controller, shall be thought of as an additional video tool with total desk top control to include launching programs, windowing and all other PC applications and functions. It also includes operation as a video projection system compatible with cable or television. The video arrays shall be approximately 60° tall x 160° wide DLP cubes, with smart lamp and auto color space control technology, mounted on a free standing base or structurally tied to the concrete below the raised floor, as required for seismic zone 4 installations. A 65” diagonal flat screen, mounted portably in a portrait orientation, shall display all SCADA screens such as the 60Kv Single Line dynamic display. AVI will work closely with CPAU to provide video enhancements to make this possible. An adequate media controller shall handle all inputs, including local applications, remote network applications, directly connected video, analog RGB inputs, Satellite TV, DVD, VCR, and security feeds, and have expansion capability up to 28 inputs.

Ergonomics – task lighting – overhead lighting
Ergonomic considerations shall take into account video screen viewing angles (upwards and panoramic) from each operator’s seated position. Overhead lighting shall be installed to optimize viewing of the new video displays, reducing glare, augmenting the use of dispatcher tools, and laid-out with the future scheme in mind. It will be composed of multiple 4’ fluorescent, dimmable fixtures configured into multiple zones. This system shall be completely controllable from the dispatcher’s console to allow adjustable light in each dispatch area separately. Lighting control is an absolute necessity to allow the dispatcher to function most efficiently in a calm, cool, collected manner during times of emergency operations. CPAU can help identify local contractors for this work, if necessary. Task lighting shall be added to the existing consoles. This task lighting will be transferable to new consoles at a later phase.

Tack-boards – Paper operating diagrams -- Acoustics
The two side wall rolling print tack boards shall each be composed of 4 – 4’ wide X 8’ high sliding panels with suitable metal frames with cork surfaces or Forbo Self Healing type surfaces suitable for map tacking prints. The 4 panels will fully retract into storage such that, when retracted, only the front panel shows. AVI shall analyze and apply acoustic appliances/tiles wherever possible, including wall and ceiling considerations, to make the control room acoustically pleasant to work in. Ceiling
considerations shall include a dropped T-bar type ceiling with incorporated fluorescent lighting fixtures. Colors selected shall be part of a coordinated overall color scheme for the room.

Audio – Control – Inputs/Outputs – Volume
A satisfactory, yet minimal, room sound system will be installed as part of this project. It may consist of console mounted speakers only.

Signage – CPAU logo
The three-dimensional logo shall be approximately 4’ square, with a compact ‘framing projector’ type fixture (ceiling mounted) shining down on the logo.

Installation
Initially, demolish and properly dispose all material that will not be part of the updated control room, such as the existing map wall. CPAU will recycle and dump this material, using Palo Alto’s refuse and recycling facilities, if AVI will reduce the materials to small, manageable sizes. Installation will be performed without disrupting the 24 x 7 operation through careful planning and execution.

Work Plan
• AVI shall hold a kick-off meeting with City staff to review the work plan, schedule (6 months completion ARO), recommendations, responsibilities, material submittals, and approval process. Additional, regular meetings, as required and defined at this meeting.
• Definition & Planning
• Procurement
• Implementation, testing, & training

Documentation
AVI shall supply two (2) hardcopies of all final documentation including owner manuals, software, drawings, maintenance schedules/requirements and warranties.

Follow-up Service, Maintenance, Warranty, and 24X7 Support
Twice the first year after installation, Preventative Maintenance & Service will be accomplished with AVISPL certified technical labor. Extended warranties and support to be discussed. Any errors generated in or by the new equipment shall be fixed by AVI before final acceptance of the system and before the warranty periods begin.

Below is the conceptual control room layout:
PROJECT PHASE 1 CONCEPTUAL LAYOUT

Phase #1 conceptual plan