

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Matthew J. Fertal	From:	Keith G. Jones
Dept:	City Manager	Dept:	Public Works
Subject:	PROFESSIONAL SERVICES AGREEMENT FOR INSTALLATION OF TRAFFIC MANAGEMENT CENTER	Date:	January 12, 2010

OBJECTIVE

To have the City Council authorize staff to enter into a Professional Services Agreement with Compview, Inc., for the installation of the Traffic Management Center (TMC).

BACKGROUND

The City of Garden Grove recently received a grant from the California Department of Transportation's (Caltrans) Traffic Light Synchronization Program (TLSP). The project consists of providing all the equipment, labor, and systems integration for the new TMC. The goal of this project is to provide a state-of-the art TMC to fully utilize the City's recently installed fiber optic network to enhance the signal synchronization and operational effectiveness of traffic progression in the City and thereby increasing mobility and reducing travel times.

DISCUSSION

Staff performed a qualifications-based selection process to identify the most qualified consultant to perform the project. Staff conducted interviews with four system integrators and determined that Compview, Inc. was the most qualified consultant for this project based on their prior experience on similar projects. Compview, Inc. also has a local office in Garden Grove. The three other system integrators that were interviewed are, Western Audio Visual Corporation, Activu Incorporated, and Spinitar Incorporated. The agreement will require the consultant to supply, install, and provide systems integration for all software, hardware, equipment, and furniture for the TMC. The TMC will include a video wall comprising of six (6) 2'x3' video cubes and integrating the City's existing field elements to be viewed on the video wall. The field elements currently include 120 traffic signals, two amber alert signs, and 42 CCTV Cameras.

FINANCIAL IMPACT

The proposed contract is not to exceed \$501,055.45. The pricing for this agreement was based on the General Services Administration (GSA) Schedule 70.

The GSA Schedule 70 allows local government entities to purchase services and equipment from contracts awarded by the federal government. All pricing for services and products that are listed under the schedule were determined by the GSA through negotiations with large multi-user contracts and by leveraging the volume of the federal market to obtain the lowest prices. GSA is the agency that procures goods and services for the federal government.

The GSA schedule has been approved for use in this project by the California Department of Transportation (Caltrans), who is the administrator of the grant. This schedule has been used by the Police and Fire Departments to procure contracts and equipment and has been approved by the Finance Director.

The entire cost of the project will be paid by the TLSP grant and there will be no impact to the General Fund.

COMMUNITY VISION IMPLEMENTATION

This project is consistent with the community vision for safe neighborhoods in addressing issues of traffic safety.

RECOMMENDATION

It is recommended that the City Council:

- Award consultant contract for Professional Services Agreement with Compview, Inc., for the installation of the Traffic Management Center.
- Authorize the City Manager to execute the consultant agreement with Compview, Inc. with a not-to-exceed amount of \$501,055.45.


KEITH G. JONES
Public Works Director


By: Dan Candelaria, P.E., T.E.
City Traffic Engineer

Recommended for Approval


Matthew Ferial
City Manager

Attachment – Consultant Agreement

CONSULTANT AGREEMENT

Installation of Traffic Management Center

THIS AGREEMENT is made this 12th day of January 2010, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and Compview, Inc., ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated January 12, 2010.
2. CITY desires to utilize the services of CONSULTANT to provide equipment and labor for the installation of the Traffic Management Center.
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall cover services rendered from date of this agreement until terminated.
2. **Services to be Provided.** The services to be performed by CONSULTANT shall consist of the following: **Installation of Traffic Management Center.**
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **Amount.** Five Hundred One Thousand Fifty Five Dollars and 45 cents (\$501,055.45).
 - 3.2 **Not to Exceed.** Compensation under this Agreement shall not exceed Five Hundred One Thousand Fifty Five Dollars and 45 cents (\$501,055.45).
 - 3.3 **Payment.** For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, a written authorization by CITY will be required and payment shall be based on the cost schedule provided on the attached proposal.
 - 3.4 **Records of Expenses.** CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.
 - 3.5 **Termination.** CITY shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination.

If the project is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance Requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. Such insurance shall contain a waiver of subrogation clause against the City of Garden Grove, its officers, officials, agents, employees, and volunteers.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in the amount of \$1,000,000 per occurrence; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in the amount of \$1,000,000 combined single limit; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (c) Professional liability in the amount of \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall by excess of the CONTRACTOR's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of CONSULTANT is as follows:

Compview Inc.
12603 Hoover St.
Garden Grove, CA 92841-4169

(b) Address of CITY is as follows (with a copy to):

Engineering	Attorney
City of Garden Grove	City of Garden Grove
P.O. Box 3070	P.O. Box 3070
Garden Grove, CA 92840	Garden Grove, CA 92840

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal or bid which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will

be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.

18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.
20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

(Signature block on next page)

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

"CITY"
CITY OF GARDEN GROVE

Dated: _____

By: _____
City Manager

ATTEST

"CONSULTANT"
Compview, Inc.

City Clerk

By: _____

Title: General Manager

Dated: _____

Dated: 1/5/10

APPROVED AS TO FORM:

Omar Cantoral, Jr.
Garden Grove City Attorney

Dated: 12-17-09



CITY OF GARDEN GROVE
Traffic Management Center
Audio Visual Systems Installation
Proposal Revision #3.0

December 15, 2009

Presented to:

Dan Candelaria
City of Garden Grove
11222 Acacia Pkwy
Garden Grove, CA 92840
Tel: 714.741.5000
danc@ci.garden-grove.ca.us

Submitted By:

Brad Beck
CompView, Inc.
12603 Hoover Street
Garden Grove, CA 92841
Tel: 714.890.3105
bbeck@compview.com



December 15, 2009
Dan Candelaria
City of Garden Grove
11222 Acacia Pkwy
Garden Grove, CA 92840

Re: Garden Grove Traffic Management Center - AV Systems Installation Rev #3.0

Dear Dan,

CompView is pleased to be an AV installation resource to the City of Garden Grove for the installation of the AV systems proposed for the new Traffic Management Center. Thank you for considering CompView as your installation partner on this exciting project.

CompView has a wealth of audio visual systems installation experience within the Traffic Management and Command & Control space operating out of our local office to service this account. The technical resources dedicated to the project will remain constant throughout the duration of the project and will be have the charter of considering this project as absolute top priority until such time as we receive Sign-Off from your construction team.

Our post installation Service and Support Department will develop a custom tailored service package that can provide your users with a 24/7 help line with unlimited telephone support and guaranteed on-site response times, including on-hand spare parts replacements for critical system components to ensure that your system remain operational.

CompView have the expertise and experience to successfully implement, and maintain the systems we have proposed in this report, and we are looking forward to working with you and to receiving your Authorization to Proceed.

Best regards,

Brad Beck
CompView, Inc.
P. 949.735.1550
F. 818.260.9461
Email: bbeck@compview.com

Table of Contents

CompView Corporate Overview.....	4
Credit Information.....	7
Statement of Work.....	8
Limitations and Exclusions.....	14
Proposed Installation Schedule.....	15
Pricing.....	16
Project References and Case Studies.....	17
Dedicated Staff Resumes.....	20
Integration Approach.....	23
Summary.....	27
Equipment Lists.....	28
4 Year Consultant Agreement.....	33
Standard Terms & Conditions.....	36
Equipment Specifications.....	42

Statement of Qualifications

Corporate Overview

CompView is a professional audio-visual system design and installation company, located in Garden Grove, CA. We specialize in presentation and group communication systems for facilities such as boardrooms, training rooms, auditoriums and control rooms. Founded in 1987, CompView has grown in product breadth and services along with the rapidly emerging group communications marketplace. Today, CompView provides a full range of services including:

- System Integration solutions to provide turn-key audio-visual consultation, design, project management and installation under the division 17400 extension of the CSI Master format.
- National contracting for complete audio-visual solutions
- Complete online catalogs containing thousands of products
- Technical and customer service facilitated by state-of-the-art communication technology
- International Communications Industries Association (ICIA) Certified Dealer

Through performance metrics such as corporate growth and strategy, financial stability and geographic expansion, CompView is considered one of the top five service providers in the industry. The company serves clients from its headquarters in Beaverton, Oregon and offices in 6 major cities nationwide.

Organization

CompView, Inc. (hereafter referred to as CVI) is a privately held, Oregon Corporation, with headquarters at 10035 SW Arctic Drive Beaverton, Oregon, 97005. Additional offices are located in Seattle, Washington; San Francisco, Concord, Burbank, and San Diego, California; Salt Lake City, Utah; and St. Paul, Minnesota.

CVI was incorporated on May 19, 1987, in the state of Oregon, and has been providing contracting services for audio-visual system integration since 1996. Corporate officers are Scott Birdsall, CEO and President; and Terry Hillier, CFO and Executive Vice President. CVI has never operated under any other name.

CVI has membership with the following industry associations; National Systems Contractors Association (NSCA), International Communications Industries Association (ICIA) and the American Institute of Architects (AIA).



Licensing

CVI is licensed for specialty contracting in the following states.

Washington	#COMPVI*015DT
Oregon	CCB#134110
California	#778555
Minnesota	CC01101

Experience

CompView consults with clients to provide communication solutions that enhance their ability to compete in the global marketplace. Our systems range from single-element projects to more complex solutions for highly integrated multimedia facilities. Following is a partial listing of projects completed in the last five years.

Auditoriums

- Amgen
- Applied Materials
- Lewis & Clark College

Classrooms

- Carleton College
- Edmonds Community College
- Lake Washington Technical College
- Oregon Health Sciences University
- Pacific University
- University of California, San Francisco
- University of Minnesota
- Washington State University

Conference Rooms

- American Honda
- Bank of America
- Boeing
- Litton Guidance and Control
- Lockheed Martin
- McChord Air Force Base
- Novell
- Pharmacia & Upjohn
- Premiera Blue Cross
- Unisys
- Washington State Convention and Trade Center

Executive Boardrooms

American Express
InFocus
Northwest Airlines
Northwest Airlines Credit Union
Solar Turbine

Network, Control & Operation Centers

AT&T Wireless
Echopass Corporation
Morrow County Emergency Operations
US Army

Presentation Rooms

Accenture
Boeing
eBay
Freightliner Corporation
HB Fuller
Kenworth Truck Company
Lucent Technologies
Nike
Nortel Networks
Washington Mutual

Training Rooms

ADC Telecommunication
Amazon.com
Cypress Semiconductor
New Horizons Computer Learning Center
Nintendo
Safeco
Sequoia Software
Toyota
US Navy
Wellpoint

CompView has never failed to complete any work awarded. There are no judgments, claims, arbitration proceedings or suits pending or outstanding against CompView or its officers. CompView has not filed any lawsuits or requested arbitration with regard to construction contracts within the last five years. No officer of CompView has ever been an officer or principal of another organization, which failed to complete a construction contract.

Credit Information**General Information:**

COMP VIEW INC.
10035 SW Arctic Drive
Beaverton, OR 97005

Phone: (503) 641-8439
Fax: (503) 626-8439

Corporation established in 1987
Scott Birdsall, President/CEO
Terry Hillier, CFO

Federal ID #: 93-0980767
Dun & Bradstreet: 17-486-3571

Bank References:

SILICON VALLEY BANK
11000 SW Nimbus, Suite 240
Beaverton, OR 97008

Phone: (503) 574-3708
Fax: (503) 526-0818
Account #: 3300368280
Routing #: 121-14-0399
Attn: Sima Hess

Vendor References:

EPSON AMERICA, INC.
Po Box 894238
Los Angeles, CA 90189-4238
Fax: (562) 290-5079
Attn: Credit Dept.

NEC SOLUTIONS
22529 Network Place
Chicago, IL 60673
Phone: (630) 467-4035
Fax (630) 467-4726
Attn: Credit Dept.

EXTRON
PO Box 513206
Los Angeles, CA 90051
Phone: (800) 633-9876
Fax: (714) 491-1517
Attn: Sarah Crum

MITSUBISHI ELECTRONICS
PO Box 945525
Atlanta, GA 30392-5525
Phone: (949) 465-6079
Fax: (949) 465-6399
Attn: Credit Dept.

Other References:**Accountant:**

George Mack & Harley Roberts
MACK, ROBERTS, HOYLE & CO.
4380 SW Macadam, Suite 590
Portland, OR 97201
Phone: (503) 224-0860
Fax: (503) 248-6788

Attorney:

Ron Greenman
TONKON TORP, LLP
1600 Pioneer Tower
888 SW Fifth
Portland, OR 97204
Phone: (503) 221-1440
Fax: (503) 972-3706

STATEMENT OF WORK

Following is a scope of work that includes the project features and system requirements as stipulated in our Project Definition Meetings and client submitted documentation. It is the client's responsibility, or their authorized representative, to review the following information for accuracy and make any necessary changes prior to proceeding with this project.

Project Overview:

Compview has assembled a complete Traffic Management Center for the City of Garden Grove. The nature of a TMC lends itself to a need for mass amounts of information to be available to all participants on a moments notice. The ease of use and flow of that information is key to a successful incident response or crisis management situation.

Display Systems:

CVI has evaluated the TMC environment and based on our years of experience in this area has assembled a multi-image system to accommodate the needs of multiple agencies with "on the fly" capability.

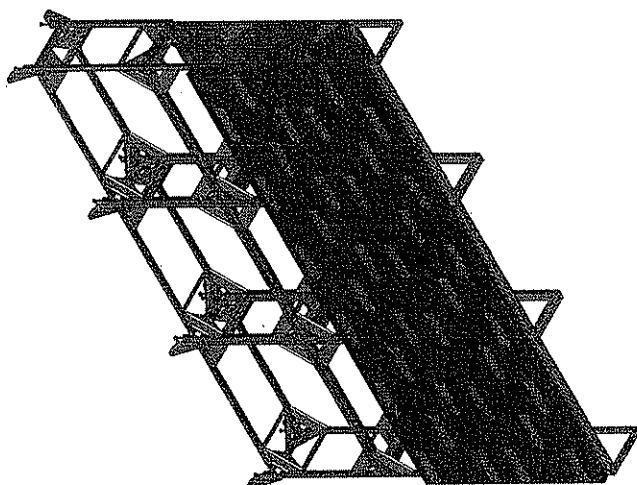
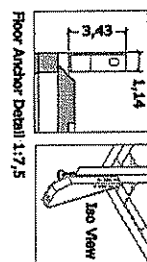
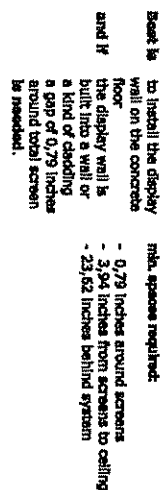
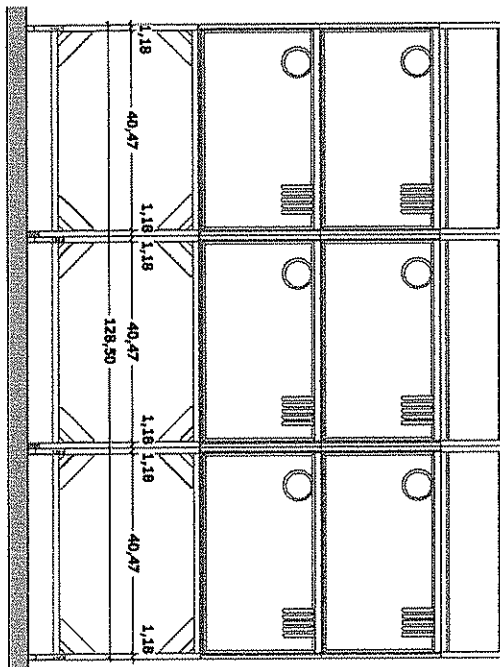
Barco's 50" diagonal OL-510 LED-lit projection modules have been selected for this application. These 16:9 aspect ratio, Full HD DLP LED-lit rear projection cubes will be arrayed in a 2x3 (two high x 3 wide) configuration to provide one very large format virtual monitor display wall with ultra high pixel density, providing multiple window viewing of computer and video content at the highest resolution available in the industry.

Barco's 50" offers an ergonomically excellent viewing experience, with the sharpest and most saturated colors in WXGA, HD ready resolution (1360x768).

The OL-510 video wall have been designed for an entirely maintenance-free operation over several years, without any need for consumables. Barco's new OL-510 video wall come with Sense6, a unique sensor technology that provides brightness and color stability over time and across the entire display. Sense6 continuously measures brightness and color and adjusts the color space to provide an image that is most convenient for the human eye. This means that no maintenance or manual adjustments are needed.

Thanks to the small depth of the projection modules, the OL-510 video wall are ideally suited for installation in confined spaces. The OL rugged design makes the video walls ideally suited for industrial environments.

Please see the Display Wall Illustration on next page.



Project Product Configuration Sheet			
Description 3+2 OverView 0L-52L_base 47,24 inches			
SC-Info	Part No. 52L	Version	Design Date 11/04/1998
Date	01/07/2009	Drawn	baekul
Scale	A3, 1:25	Sheet	1

Display Wall Processor:

Jupiter's PixelNet Display Wall System is being provided as the processor of choice for the Base Bid for this project. PixelNet® is a revolutionary new way to capture, distribute, control and display digital and analog video sources for audiovisual applications. Based on technology previously used for data communication networks, PixelNet adopts Gigabit Ethernet and Ethernet switches for use with high resolution, real-time video. Using packet-switching technology any information source can be shown on any display, as a window on a single display, or as a window spanning multiple display devices in a display wall. Any source can be shown at any size on any display or array of displays.

Flexible, SCALABLE, Powerful

PixelNet is all about scalability. The same component parts can scale from a single input distributed to a single output to literally hundreds of inputs and outputs. Outputs can be defined as a single display or logically grouped together to create one or more display walls. Need to add another input? Add another PixelNet input node. Expanding the display wall? Add PixelNet output nodes for the new displays.

PixelNet input nodes are small, silent and use very little power.

Input and output nodes are hot-pluggable and hot swappable, and since PixelNet is based on Ethernet technology, the entire system is inherently fault-tolerant.

PixelNet makes creating complex topologies of inputs, outputs and switches simple, cost effective, and future proof.

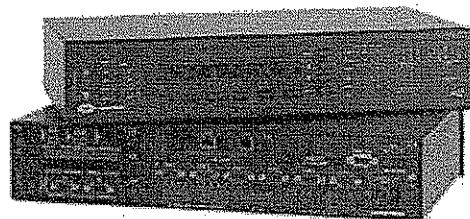
All of this power and flexibility is managed by Jupiter's PixelNet Domain Control software, which provides an intuitive, object-oriented, drag-and-drop interface to control and manage multiple inputs, outputs and display walls.

Applications that would traditionally require many separate vendors and a heterogeneous solution can be addressed with a single system of interconnected PixelNet nodes controlled through the PixelNet Domain Control software. Third party applications and control systems are supported with the included API and network control protocol.

Please see Option #1 for the Jupiter PixelNet processor in lieu of the Barco Processor.

Control Support System:

CVI proposes the Crestron Control System for all mission critical applications. The control system is centered around the Crestron PRO2 Ethernet enabled processor. Crestron 2-Series Control Systems are the brain of a complete integrated AV or automation solution. Every audio, video, and environmental element of the command center becomes integrated and accessible through the control system. Crestron 2-Series control systems are unmatched for power, performance and scalability, providing the ideal choice for today's demanding control applications.



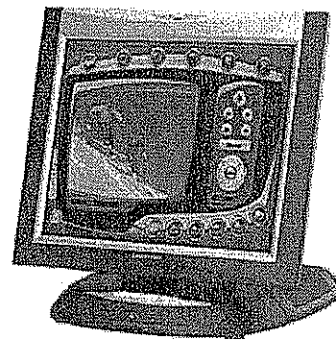
The flagship PRO2 is designed for medium to large-scale commercial control applications. Six built-in COM ports, eight IR/Serial ports, eight I/O Versiports, eight isolated relays, and Ethernet provide the essential interface for control of numerous devices including video projectors, plasma displays, switchers, DVD players, screens, lifts, and much more. The PRO2 features a built-in power supply, with power available to support external Cresnet devices including touchpanels, keypads and expansion modules.

For the general room control CVI will provide a TPS15B Color Touch Panel. The 15" touch panel will reside on a table top surface.

Audio Video Support Equipment:

The AV System will be equipped with the following features:

- One Upscaling, serial RS232 controlled DVD player
- Eight Computer VGA inputs to the system
- One 16x16 audio video matrix router
- Three full height equipment racks complete with fans, side panels, front doors, and seismic bracing per code.
- An audio system for multimedia play back support consisting of two powerful Left & Right channel in wall stereo speakers.

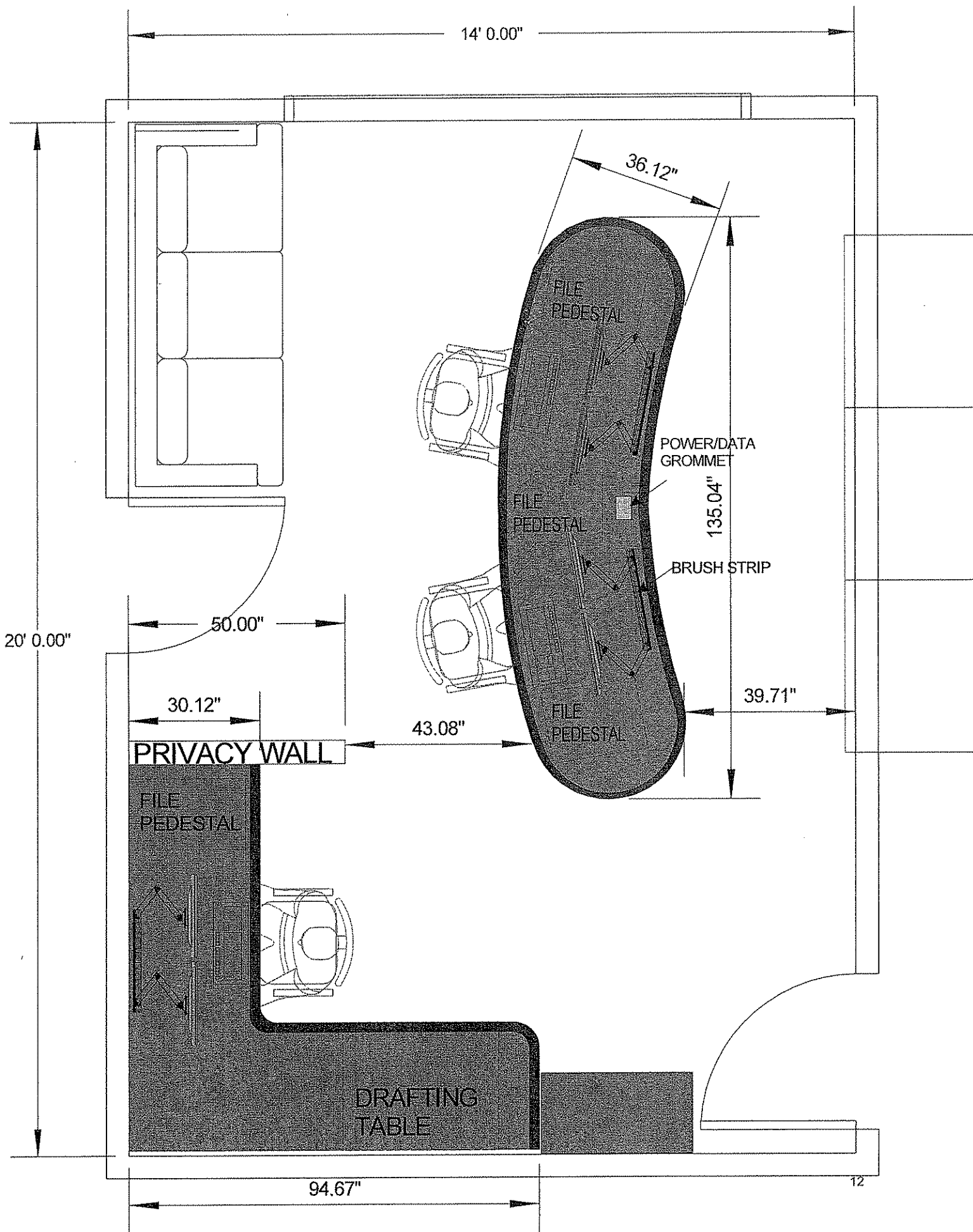


Furniture:

CompView has provided a full furniture solution and pricing. Note that is furniture can come in any standard laminate or wood veneer of your choice. Please refer to the illustration on next page.

Pricing for the furniture component contains the following items as follows:

- "Boomerang" style 2 operator main console
- Supervisor "L" Shaped with hinged drafting table
- Modesty Wall Panel, Lower Laminate & Upper Smoke Poly Carbonate panel for visibility
- 84"x24" Cabinet w/ Adjustable Shelving
- 72" Credenza w/ four Doors and Adjustable Shelving
- Matching Trim for Video Wall opening
- 128" long by 47" Monitor wall cabinets consisting of (6) lower cabinets, fully enclosed rear and side panels, lower and middle shelves internal to cabinet and lower kick panel.
- (3) Herman Miller Executive Aeron Chairs: (2) for main console and (1) for Supervisor's station
- Allowance for sofa
- See schematic Next Page



Warranty:

CompView's Performance Plus EX Extended Warranty coverage has been provided in the Base Bid proposal for a period of 4 years. Please see option #2 for 5th year coverage. Pls see details in the Warranty section of this report.

This plan will provide the following system support:

- Unlimited telephone support during business hours, with available engineering staff.
- Telephone response time within 1 business hour. (M-F 8AM-5PM)
- Guaranteed Priority Response with a technician on site within 8 business hrs. (M-F 8AM-5PM)
- Two Annual Preventive Maintenance Visits per year.
- Loaner Equipment for failed equipment (when available)
- Detailed Service Reports upon closure to any service call.
- Labor for trouble shooting, testing and removal & replacement of problematic equipment.
- Parts for equipment failure

Options:**Option #1: Barco's TRANSFORM A Processor In Lieu of Jupiter's PixelNet Processor in Base Bid**

Barco's TRANSFORM A processor was selected as the wall processor of choice for the base bid of this proposal. The TRANSFORM A is the most flexible and powerful display wall controller available today. Barco's unparalleled Omni Scaler Technology offers easy, built-in integration of digital and analog video and data sources and allows users to place windows of any size anywhere on the display wall, without any compromises on quality. TRANSFORM A has a scalable architecture covering the full range of control room applications, from entry-level versions applying just one TRANSFORM A PROCESSOR up to configurations with multiple TRANSFORM A OMNIBUS expansion units.

Maximum flexibility and scalability • Supported operating systems: Windows 2000/XP, X Window System

- Output resolution up to WUXGA
- Virtually unlimited number of display channels and input sources
- Up to 68 video/34 RGB sources per display channel
- Up to 68 video/34 RGB windows freely movable on the entire display wall

Superb video and RGB integration

- Analog, digital and networked streaming sources
- Full range scaling capability, from finger print size to full wall size
- Direct video/RGB access and control
- Independent color depth selection of video, RGB, and graphic windows
- Uncompromising digital data processing
- Genlock synchronization of graphics and video data for a perfectly smooth motion display

Power, bandwidth, future-proof

- Perfect synergy of highest graphic and video performance combined with maximum processing power in a modular architecture
- TRANSFORM A PROCESSOR is the high-performance processing core of the system, built on the latest easily upgradeable standard PC technology
- TRANSFORM A OMNIBUS with dedicated Switch Fabric and intelligent high-bandwidth backplane provides the optimized resources needed for graphic and video data integration
- Redundant, hot-swappable critical components for high overall system reliability

System solution

- Perfectly integrated with Barco's APOLLO and OSIRIS wall management

Software

Processing power plus multimedia speedway

- An open architecture and the extensive use of industry standards providing ultimate scalability

- Flexible and economical support for any system size and any input demand
- Future-proof investment thanks to upgradable PROCESSOR/OMNIBUS approach, starting from PROCESSOR-only systems up to multi-OMNIBUS configurations for virtually any system size

TransForm A Processor

- State-of-the-art Core™ 2 Duo or dual Xeon® processing power combined with the integration flexibility of a standard PCI bus based PC
- Extensively evaluated PC components combined with redundancy options guaranteeing optimal reliability and performance.

CMS Software

- Barcos revolutionary CMS Software has been selected for this application.
- (40) User licenses have been provided with the base bid.

Option #2: 5th Year Performance Plus EX Extended Warranty:

- See Pricing Page (Pge 16) for details on 5th year coverage

Limitations and Exclusions

1. Client shall be responsible for dedicated electrical A/C power and conduits (as required) to all specified locations. All A/V conduits shall be dedicated for Comp View wiring and of adequate size.
2. Client shall be responsible for all LAN and CCTV cable and connections.
3. Client shall be responsible for modifications to ceilings, walls, finish work and custom paint finishes (if required).
4. Client and Comp View shall agree upon project schedule. Client shall provide access to facility, furniture and owner furnished equipment (O.F.E.) in accordance with that schedule.
5. Unless otherwise specified in this document, customer shall supply all computer equipment. Including but not limited to: desktop computers, laptops, and network hardware.
6. Equipment and labor prices are estimated based on the project detailed in this signed document. Any changes or additions to the project shall affect the cost.

Schedule

Project milestones are provided in the schedule. An anticipated length of time associated with each milestone is detailed. **The proposed project schedule shall begin upon receipt of customer purchase order.**

Proposed Implementation Schedule:

• Owner's authorization to proceed	Week 0
• Receipt of PO documents	Week 1
• Internal project meeting	Week 1
• Engineering System Review	Week 1
• Single line drawings completed	Week 1
• Equipment order created	Week 1
• Equipment ordered	Week 1-2
• Infrastructure drawings completed	Week 2-3
• Control software program developed	Week 3-4
• Control touch panel layout approved	Week 5-6
• Rack integration	Week 5-6
• Verify site conditions & wire pull onsite	Week 5-6
• Finish site preparations	Week 7
• Dust-free environment	Week 7
• Terminate racks onsite, build display wall,	Week 8-10
• Commission system/ Substantial Completion	Week 11-12
• Punch list created	Week 13-14
• Punch list updated	Week 15-16
• Client sign-off, warranty begins, user training	Week 16

PRICING

The pricing below for each area of the project reflects turn-key completed systems including fees for all engineering, documentation, field installation, equipment, programming, user training, freight, sales tax, and all other miscellaneous costs to provided completed systems, ready for use.

BARCO CUBE WALL: (100% GSA Equipment & Labor)

Equipment Price		\$	165,981.47
Installation Price		\$	30,483.89
Sales Tax @	8.75%	\$	14,523.38
Total Price Including Tax		\$	210,988.74

JUPITER PROCESSOR: (100% OPEN MARKET EQUIPMENT & 100 GSA Labor)

Equipment Price		\$	51,833.49
Installation Price		\$	13,778.63
Sales Tax@	8.75%	\$	4,535.43
Total Price Including Tax		\$	70,147.55

CORE AUDIO VIDEO EQUIPMENT: (98% GSA Equipment & 100% GSA Labor)

Equipment Price		\$	37,578.37
Installation Price		\$	60,517.14
Sales Tax @	8.75%	\$	3,288.11
Total Price Including Tax		\$	101,383.62

FURNITURE: (100% OPEN MARKET Equipment & Labor)

Equipment Price		\$	33,358.83
Installation Price		\$	12,257.82
Sales Tax @	8.75%	\$	2,918.90
Total Price Including Tax		\$	48,535.55

FOUR YEAR PARTS AND LABOR WARRANTY: (100% GSA Equipment & Labor)

4 Yr Performance Plus EX Program:	\$	70,000.00
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BASE PROJECT BID INCLUDING ALL ITEMS NOTED ABOVE: (Job Total is 79% GSA)

Base Proposal Grand Total:	\$	501,055.45
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OPTION #1: BARCO PROCESSOR IN LIEU OF JUPITER: (Job Total is 91% GSA If Selected)

Equipment Price		\$	100,512.23
Installation Price		\$	15,940.75
Sales Tax@	8.75%	\$	8,794.82
Total Price Including Tax		\$	125,247.80

OPTION #2: 5th YEAR PARTS AND LABOR WARRANTY: (Job Total is 83% GSA If Selected)

5th Yr Performance Plus EX Program:	\$	40,000.00
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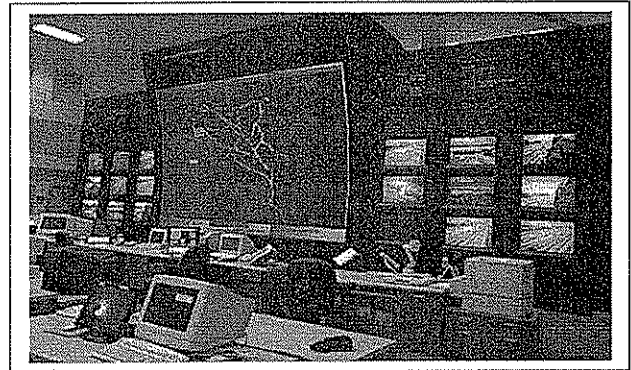
PROJECT REFERENCES

CompView's Orange County Office Staff has been instrumental in the design and commissioning of most of the large video wall applications implemented in the Southwest United States over the last 6 – 7 years. Our Senior Systems Engineer, Jeff Kaylor, is the engineer of record for the projects referenced above, Al King is the Lead Installation Technician for these systems, and John Mora performed final configuration and commissioning of these systems.

The following list of projects are projects completed by CompView's team of industry leaders:

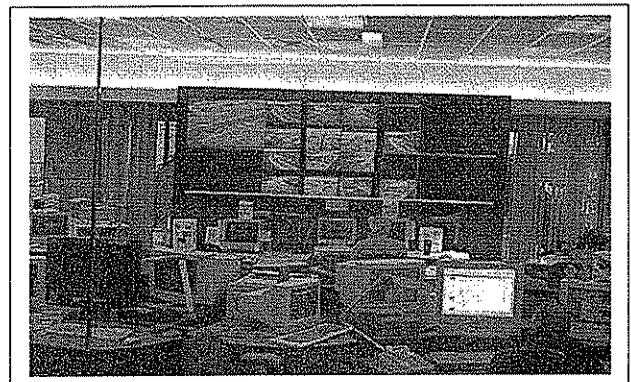
Caltrans District 12
Irvine, California

Custom 3x3 Rear Projection Wall utilizing
87" diagonal screens – Christie
RPMS-100 Light Engines and (2)
3x3 Monitor Walls
Multiple LED Message Boards



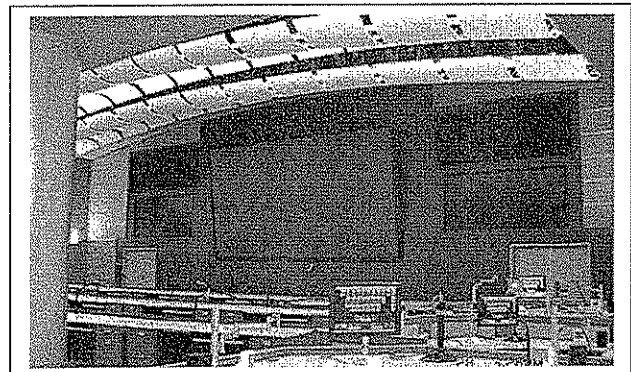
Caltrans District 11
San Diego, California

(1) Custom 2x4 Free Standing Structure
Utilizing Barco 50" Display Cubes
(2) Custom Single 67" Barco Display
Cubes
(4) 50" LCD Flat Panels



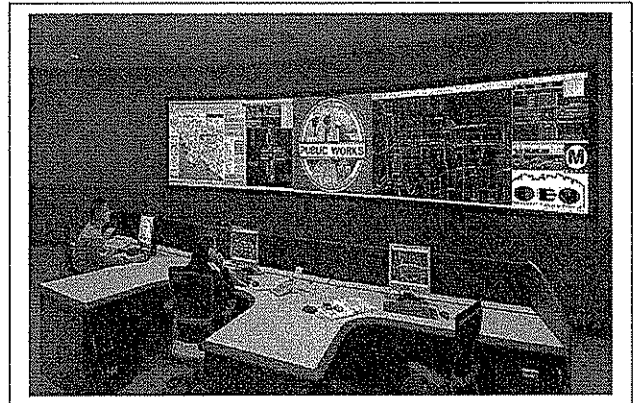
Caltrans District 7
Glendale, California

Custom 3x4 Rear Projection Wall utilizing
120" Diagonal Screens - Christie
RPMS 100 Light Engines and (2)
2x3 Christie 50" Cube Walls
Multiple LED Message Boards



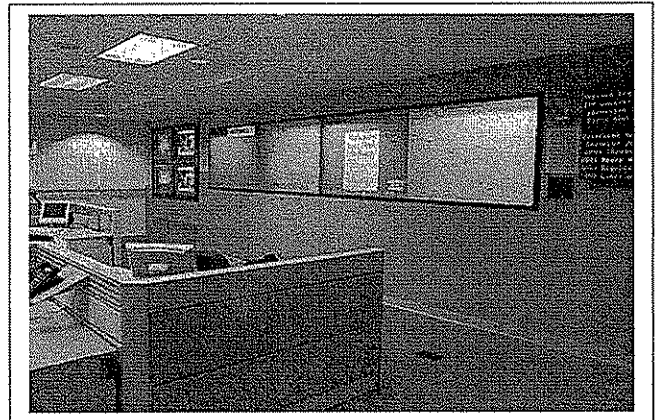
Los Angeles Dept. of Public Works
Los Angeles, California

Custom 2x7 Built In Display Wall utilizing
Barco 50" Cubes in a fixed array



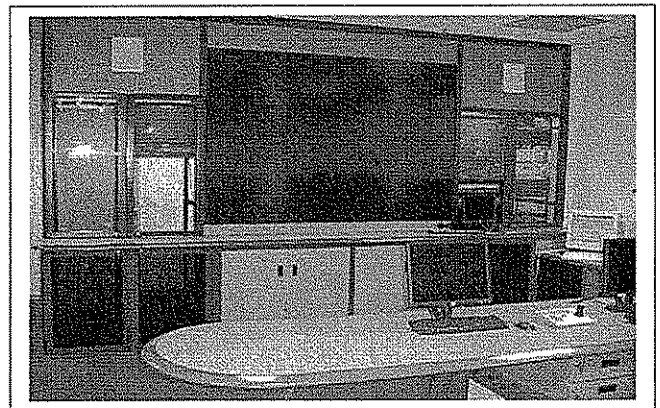
American Red Cross EOC
Santa Ana, California

Custom 1x4 Rear Projection Wall utilizing
67" Screens with Christie RPMS-100
Light Engines – Custom 2x2 Monitor
Wall – LED Message Board



City of San Marcos
San Marcos, California

Custom "Faux Wall" 2x2 Display Wall
Utilizing Mitsubishi 50" Display Cubes
In Custom Wall



Additional Project References not included above are as follows:

City of Chicago Emergency Operations

- Custom 2x16 Rear Projection Wall utilizing 67" Screens with Mitsubishi Light Engines
Light Engines – Custom 2x2 Monitor
Wall – LED Message Board

Nevada Department of Transportation Southern Command

- Custom 4x9 Rear Projection Wall utilizing Mitsubishi 50" display cubes

Nevada Department of Water and Power SCADA Room

- Two Custom 2x4 Display Walls
One wall utilizing Mitsubishi 50" cubes
The other utilizing Mitsubishi 67" cubes

City of San Diego Transportation Management

- Custom Faux Wall Center Utilizing 61" and 19" Flat Panels

CITY OF GARDEN GROVE TRAFFIC MANAGEMENT CENTER STAFF RESUMES

Jeff Kaylor, CTS, Sr. A/V Designer

Jeff has been involved in the Audio/Video Integration field for over 30 years. He has worked for international firms including: Walt Disney Imagineering, Pierce-Phelps and AEI music. Jeff also owned and operation the award winning D&E firm, A/V Design Co.. His experience has been not only as a Design Engineer but also in Operations Management. Recent projects Jeff has been responsible for include:

- City of Chicago Emergency Operations Center: Sr Engineer of Record
- CalTrans Traffic Management Centers for Orange, San Diego and Los Angeles Counties
- Network Operation Centers for companies including SCE, Vertex and SBC
- Gene Autry Western Heritage Museum
- Disney/MGM Theme Park
- Education and Certifications include:
 - AA In RF Technology from Ohio Technical
 - Electrical Engineering courses from Kent State University
 - California State Contractors C-7 License
 - Nevada State Contractors License C2 D and E

John Mora, Service/Installation Manager

John has been involved in the Audio/Video Integration field for over 20 years. He has worked for various systems integration companies and has extensive experience with video wall processors and a wide variety of Video Cubes. John has been directly involved with the setup, commissioning of and maintenance of various notable structures in the command and control market such as Texas DOT Austin, LA Department of Public Works in Alhambra, CALTRANS District 12 Nevada Dept of Transportation, and Valley Water in Las Vegas Nevada.

Certifications are as follows:

- Image Science Foundation ISF-C
- Clear One Cert
- Crestron Cert
- Media Matrix Cert
- Clarity Video Wall Certified
- Mitsubishi Certification Training

Albert King, Lead Installation Technician

AI has been involved in the Audio/Video Integration field for over 25 years and has lead field installation team on the installation of the audio video systems and video walls within enumerable large scale video wall applications. Some of his recent projects are as follows; Boeing High Tech West Coast Training Center, LA Department of Public Works in Alhambra, CALTRANS District 12 Nevada Dept of Transportation, and Valley Water in Las Vegas Nevada.

Certifications are as follows:

- Image Science Foundation ISF-C

- AMX – Level I Installation Certified
- Crestron- Basic Programming Course
- Clear One Certification – Clear One Communications
- Extron Electronics Certified – Extron Electronics
 - Clear One Cert
 - Media Matrix
 - Clarity Video Wall Certified
 - Mitsubishi Certification Training

Dan C. Phillips, CTS-D, CET, Engineer-Designer

Dan has been actively employed in technical engineering positions for over 20 years, in such diverse industries as process control, telecommunications, and public safety communications. Major areas of Dan's expertise include:

- AM, FM and SSB RF communications - VHF/UHF public safety systems maintenance
- Shipboard radar installation and maintenance
- Test equipment calibration and repair with experience in sound reinforcement systems engineering
- Telephone central office switching equipment engineering
- Video production, audio and video editing systems and software engineering
- 3D animation and graphics software and production
- Video wall systems engineering

Education and Certifications include:

- Master's Degree in Business Administration (MBA), National University
- General Radio Telephone License, FCC
- Instructor Training School, U.S. Navy
- Extron & Altinex training
- AutoCAD and Visio

Travis Ellis, CTS, Senior Project Manager

Travis has over 12 years of professional A/V systems integration experience. During his career he has had successful key positions in many aspects of the A/V industry, including Intel, A/V Project Manager, Intel Corporate A/V Standards Committee, Director of Technical Services, and Systems Integration Manager. He has also held prominent operations positions managing multiple departments as well as sales and marketing support, and customer service.

Education and Certifications include:

- CTS- Certified Technology Specialist - ICIA
- Satellite/Microwave Communications Academy – US Army
- ISDN for Communications Course Certification – Learning Tree
- AMX – Level I Installation Certified
- Crestron- Basic Programming Course
- Clear One Certification – Clear One Communications

- Extron Electronics Certified – Extron Electronics
- NSCA Project Management Course – NSCA

Mike Varga, CTS, Project Manager

Mike has six years of professional A/V experience. He is expanding his technical abilities in the field and continues to increase his industry knowledge through training and education.

Education and Certifications include:

- ICIA – Certified Technology Specialist
- Crestron Electronics – Certified Professional Installer
- Extron Electronics – Certified A/V Associate
- Clear One Communications – Certified Technology Specialist

Education and Certifications include:

- Crestron – Programming Certified
- AMX – Programming Certified
- Clear One – DSP Certified
- Extron – Medialink Certified

Bryan Defreitas, A/V Technician

Bryan has four years of professional A/V experience. He is expanding his technical abilities in the field and continues to increase his industry knowledge through training and education. Bryan specializes in audio, and has worked as a head sound technician in large scale audio productions.

Education and Certifications include:

- Extron Electronics – Certified A/V Associate
- Clear One Communications – Certified Technology Specialist

Jarred St. John, A/V Technician

Jarred has two years of professional A/V experience. He is expanding his technical abilities in the field and continues to increase his industry knowledge through training and education. Jarred specializes in structural, and mechanical installations. He is responsible for designing structural support systems, ensuring the safety of overhead installations. Jarred also designs custom AV faceplates, and is proficient in Computer Aided Drafting, (CAD).

Education and Certifications include:

- Extron Electronics – Certified A/V Associate
- Clear One Communications – Certified Technology Specialist

COMPVIEW INTEGRATION APPROACH

CompView begins each project with a "Ground-up" design approach. Our approach signifies our team's ability to provide all key elements within the four walls of a technology room. Our design process begins with focusing on the users' applications, large screen display, audiovisual systems, millwork design and ergonomics for the workspace. Upon analysis of the information gathered, we determine space plan, large screen display composition and placement, audiovisual system components, lighting, flooring and programming.

CAD drawings, engineering requirements, procurement, project delivery, integration and customized service level agreements are provided upon customer request. In addition, our technical services department offers program management services for a single point of contact for all disciplines including: engineering, design, demolition, construction, and systems installation.

CVI provides analysis of technical requirements for display, audio, video, conferencing and networked media as well as confirmation of human factor and user control requirements for the space. This phased approach includes the following:

Needs Analysis / Programming

- Analyze preliminary design concepts and the application
- Recommend appropriate furniture/console designs and ergonomics specifications
- Evaluate the following technologies to meet the appropriate needs of the Client's audiovisual environments.
 - Large Screen Display System
 - Program Audio
 - Audio and Video Teleconferencing
 - Ergonomics / Podium Design
 - Acoustics
 - Networked Control Systems
 - Review future technologies for long-range planning purposes

Our work product will consist of a summary of space, technology and budgets for the defined areas.

A Schematic Design: Initial design coordination, space planning, and analysis of preliminary schematic design documents

- Survey site for measurements and infrastructure analysis
- Coordinate with design team to establish key criteria for system performance, client expectations and systems concepts
- Prepare design concept sketches illustrating key plan and elevation and sight line details of operator workstations, display wall and support equipment
- Prepare detailed narrative descriptions and probable cost modeling
- Meet with the Client Staff to confirm specific design, operation, and engineering requirements for the display walls, acoustics, human factors/ergonomics and operator workstations / consoles

Our work product will consist of conceptual drawings, schematic infrastructure drawings, sight line studies, design validation narratives and refined probable cost models as they relate to A/V systems and operator workstation design and relationship.

Design Development: Space design, concepts and input for architectural and interior design, electrical, mechanical, acoustical, lighting, structural and telecommunication criteria and detailing necessary to convey the facility's design and operational requirements based on the concepts approved during schematic design

- Coordinate with the design team to determine space requirements for integration of the audiovisual and control systems
- Prepare preliminary system design concepts and value-engineered cost models
- Prepare preliminary criteria for lighting, acoustical, electrical and mechanical systems as they are impacted by the audiovisual systems
- Coordinate with the design team to ensure final design requirements for integration of the audiovisual systems are incorporated into architectural and engineering documents
- Coordinate with Client to refine the projected system costs to meet project budget goals
- Coordinate with other groups responsible for existing equipment, networks, electrical and mechanical systems

Our work product will consist of drawings, narrative and cost models and detailing necessary to convey the facility's multimedia design requirements, based on the approved systems concepts.

Construction Documentation: Preparation of documents and details necessary to illustrate display wall, operator workstation layout requirements, schematic inter-connectivity and implementation detailing the AV system specifications

- Meet and coordinate with the design team to prepare documents for the workstation and audiovisual elements
- Prepare final drawings and specifications for architectural and electrical coordination of audiovisual elements
- Provision documents to define the functional, performance and installation requirements for the audiovisual scope of work, including specifications, equipment schedules and details required to define intent.
- Coordinate with the Client to refine cost model and value-engineering options to meet budget goals

Our work product will consist of documentation and coordination to provide the framework of functional, performance and installation criteria for the delivery of the system integration solution.

Construction Administration: Services during system implementation to help monitor progress

- Coordinate work schedules and staging criteria with the Client
- Conduct weekly construction/ project team meetings as required

- Assist with the review of submittals and requests for information during construction as they pertain to audiovisual and workspace ergonomic details
- Conduct site surveys to assess progress
- Prepare letter reports of our findings of items requiring remedial action
- Supervise final acceptance testing after receipt of notice of substantial completion by the Contractor.

Cable pulls and Infrastructure

The heart of the project is the cabling infrastructure and connection plates that provide access to and distribution for the A/V systems. CVI follows industry accepted and proven standards for cable run-sheets, labels, cable management, termination and testing.

Assembly and Fabrication

The equipment racks and components will be built in the rack rooms at a CVI office. At any time throughout the process the end user is welcome at our facility to view the progress of their project. This portion of the installation will also include the unpacking and testing of all the major pieces of equipment prior to the building of the racks.

On-Site Installation

The on-site installation of the electronic equipment will begin as soon as the site is deemed clean and dust free. During that time, all equipment will be stored safely in a clean and dust free environment. Prior to the installation of the electronic equipment CVI will be on-site supervising and / or pulling and terminating all A/V associated cable. All cable is pre-pulled so that conductor and wire scrap will not come close to sensitive equipment. We coordinate with other vendors on the project, to insure all specifications are met, e.g. data, electrical, conduit, HVAC, and structural requirements. Equipment is not plugged in until the General Contractor has deemed the power in the building clean and safe. Upon completion of a sub-system the area and equipment is cleaned and vacuumed. A sub-system is not deemed complete until all parts of the sub-system have been calibrated and tested.

Programming

control systems programmers will develop code in order for the system to function as specified. The code is installed into the system and tested after all the required A/V components are installed and have been wired to the control system. CVI will perform in-house and on-site testing to insure that it meets the specifications of the project.

Acceptance Testing & Documentation

Prior to the sign-off of the system, CVI will perform a series of system tests with the end user(s). Additionally, all functions of the system will be demonstrated. Following the approval of this demonstration the A/V systems submittals, documentation and maintenance manuals are presented to the customer.

Training

Operator training is an essential component of the audiovisual industry. A comprehensive training session will be provided. The three main categories of training are: Operations, Technical and Management. Training session will commence at the earliest possible dates in each category and could be conducted throughout the installation process to avoid delays. Training sessions for Operations will cover the operational philosophy of the system, how the signals flow from area to area, specific instruction on each major piece of equipment, controls system usage for operations and technical adjustments and basic rules of presentation in an A/V system environment. Training sessions for technical personnel will cover the operational philosophy of the system and how the signals flow from area to area. It will also cover specific maintenance on each major piece of equipment, controls system usage for operations and technical troubleshooting, system timing, integrity of the electronic pathways, troubleshooting, maintenance, networking, file sharing and how to get help from CVI and other Vendors.

SUMMARY

CVI is committed to improving how our clients view, share and exchange critical information in their Command & Control environments. We have the experience and expertise to provide our clients with state of the art integrated audiovisual systems that will serve as a model for innovative presentation environments for years to come.

Thank you for considering CompView as your audiovisual systems solutions provider for The City of Garden Grove's Traffic Management Center. We at CompView are confident that our participation in your new facility will contribute significantly to its success. I am looking forward to your favorable review of this proposal and to receiving your authorization to proceed.

Best regards,

A handwritten signature in black ink, appearing to read "Brad Beck".

Brad Beck
CompView, Inc.

Phone: 949.735.1550

Fax: 818.260.9461

Email: bbeck@compview.com

URL: www.compview.com

Corporate Headquarters
10035 SW Arctic Drive
Beaverton, OR 97005
503-641-8439
800-448-8439
503-626-8439 fax
www.compview.com



Registered and Bonded
Oregon CCB #134110
Washington COMPVI*015DT
California C-7 #778555
Minnesota License # CC01101

Project Number: LA01363
Account Executive: Brad Beck
Date: 11/30/2009

Bill of Materials A:City of Garden Grove

Project Title: TMC

Title of System: Barco Display Cubes

Client

Name: 0
Company: City of Garden Grove
Address: 0
Address: 0
City/State/Zip: 0

Item	Total QTY	QTY per Room	Manufacturer	Model	Description	GSA	Price Each	Ext.Price
1.00	0	0	0	0	0	0	\$ -	\$ -
2.00	0	0	0	0	0	0	\$ -	\$ -
3.00	0	0	0	0	0	0	\$ -	\$ -
4.00	0	0	0	0	0	0	\$ -	\$ -
5.00	0	0	0	0	0	0	\$ -	\$ -
6.00	0	0	0	0	0	0	\$ -	\$ -
7.00	0	0	0	0	CUBES	0	\$ -	\$ -
8.00	6	6	Barco	R9842503	50" Full HD DLP LED-lit Projection Module	MFG	\$ 25,334.79	\$ 152,008.75
9.00	6	6	Barco	CGP-SUP1200-50	OL 50": Support 1200mm	MFG	\$ 846.45	\$ 5,078.72
10.00	3	3	Barco	CGP-STD-OV-5	OV OL 50": Standard Version	MFG	\$ -	\$ -
11.00	6	6	Barco	CGP-CUR0-50L	OV OL 50": Linear Setup	MFG	\$ -	\$ -
12.00	1	1	Barco	CGP-LIC-OV OL	OV-OL: Licensed options	MFG	\$ -	\$ -
13.00	4	4	Barco	R9861446	Cable DVI-D DualLink Copper 10m	MFG	\$ 75.74	\$ 302.94
14.00	6	6	Barco	R9842831	OV OL: SW Lic Sense6 (Auto Wall Calibration)	MFG	\$ 1,431.84	\$ 8,591.06
15.00	0	0	0	0	0	0	\$ -	\$ -
16.00	0	0	0	0	SEE WARRANTY SECTION	0	\$ -	\$ -
17.00	1	1	Barco	Extended Warranty	4 year parts and labor warranty	MFG	\$ -	\$ -
18.00	0	0	0	0	0	0	\$ -	\$ -
19.00	0	0	0	0	0	0	\$ -	\$ -
20.00	0	0	0	0	0	0	\$ -	\$ -
21.00	0	0	0	0	0	0	\$ -	\$ -
22.00	0	0	0	0	0	0	\$ -	\$ -
23.00	0	0	0	0	0	0	\$ -	\$ -

Equipment Price		\$	165,981.47
Engineering Price		\$	10,206.33
Installation Price		\$	20,277.55
Sales Tax @	8.75%	\$	14,523.38

Total Price Including Tax		\$	210,988.74
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Minnesota License # CC01101

Project Number: LA01363
Account Executive: Brad Beck
Date: 11/30/2009

Bill of Materials C:City of Garden Grove

Project Title: TMC

Title of system: Jupiter Pixelnet Processor

Client Name: 0
Company: City of Garden Grove
Address: 0
Address: 0
City/State/Zip: 0

Item	Total QTY	QTY per Room	Manufacturer	Model	Description	GSA	Price Each	Ext.Price
1.00	0	0	0	0	0	0	\$ -	\$ -
2.00	0	0	0	0	0	0	\$ -	\$ -
3.00	0	0	0	0	0	0	\$ -	\$ -
4.00	0	0	0	0	0	0	\$ -	\$ -
5.00	0	0	0	0	0	0	\$ -	\$ -
6.00	1	1	CVI	CVI	Cables, connectors and parts	0	\$ -	\$ -
7.00	0	0	0	0	0	0	\$ -	\$ -
8.00	0	0	Jupiter Systems	Q # 0929240497	Pixelnet System to include;	OPN	\$ -	\$ -
9.00	6	6	Jupiter Systems	2-540-168-00	DVI-I Input Node, DVI Loop Thru and 2 Pixelnet Ports	OPN	\$ 2,107.27	\$ 12,643.60
10.00	6	6	Jupiter Systems	2-540-214-00	Quad SDI Input Node	OPN	\$ 2,195.07	\$ 13,170.42
11.00	8	8	Jupiter Systems	2-540-178-00	TeamMate Output Nodes with DVI-I Output Connector	OPN	\$ 2,634.08	\$ 21,072.66
12.00	1	1	Jupiter Systems	3-626-001-00	Non-Stackable 48 Port Pixelnet Switch	OPN	\$ 1,317.04	\$ 1,317.04
13.00	3	3	Jupiter Systems	3-500-116-00	1 RU Rack Mount shelves for Pixelnet Nodes	OPN	\$ 184.39	\$ 553.16
14.00	14	14	Jupiter Systems	5-612-029-00	Single Node Power Supply	OPN	\$ 26.34	\$ 368.77
15.00	14	14	Jupiter Systems	5-649-007-01	IEC Power Cord w/ Nema 5-15 Plug	OPN	\$ 5.27	\$ 73.75
16.00	1	1	Jupiter Systems	3-630-000-00	Pixelnet Domain controller w/ PDC software, Pentium Core Duo	OPN	\$ 2,634.08	\$ 2,634.08
17.00	0	0	0	0	1 RU Rack Mount Dual GIG Ethernet Ports Windows XP	0	\$ -	\$ -
18.00	0	0	0	0	0	0	\$ -	\$ -
19.00	0	0	0	0	SEE WARRANTY SECTION	0	\$ -	\$ -
20.00	1	1	Jupiter Systems	0	5 year parts and labor warranty	OPN	\$ -	\$ -
21.00	1	1	Jupiter Systems	0	5 Year Software Warranty and Support	OPN	\$ -	\$ -
22.00	0	0	0	0	0	0	\$ -	\$ -
23.00	0	0	0	0	0	0	\$ -	\$ -

Equipment Price		\$	51,833.49
Engineering Price		\$	5,055.91
Installation Price		\$	8,722.72
Sales Tax@	8.75%	\$	4,535.43
Total Price Including Tax		\$	70,147.55

Corporate Headquarters
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Washington COMPVI*015DT
California C-7 #778555
Arizona ROC168175
New Mexico 85846
Minnesota License # CC01101

Project Number: LA01363
Account Executive: Brad Beck
Date: 11/30/09

Bill of Materials E: City of Garden Grove

Title of System TMC

Applies To These Rooms: Miscellaneous AV Equipment

Client

Name: 0
Company: City of Garden Grove
Address: 0
Address: 0
City/State/Zip: 0

Item	Total QTY	QTY per Room	Manufacturer	Model	Description	GSA	Price Each	Ext. Price
1.00	0	0	0	0	0	0	\$ -	\$ -
2.00	0	0	0	0	0	0	\$ -	\$ -
3.00	0	0	0	0	0	0	\$ -	\$ -
4.00	0	0	0	0	0	0	\$ -	\$ -
5.00	0	0	0	0	0	0	\$ -	\$ -
6.00	1	1	CVI	CVI	Cables, connectors and parts	0	\$ 1,207.88	\$ 1,207.88
7.00	0	0	0	0	0	0	\$ -	\$ -
8.00	0	0	0	0	AV SUPPORT EQUIPMENT	0	\$ -	\$ -
9.00	1	1	Denon	DN-V310	DVD Player, Upscaling with RS-232 Control	OPN	\$ 509.07	\$ 509.07
10.00	8	8	Extron	60-378-01	RGB160i Interfaces	GSA	\$ 590.98	\$ 4,727.82
11.00	1	1	Extron	60-332-21	1616 HVA Crosspoint Switcher	GSA	\$ 11,098.68	\$ 11,098.68
12.00	8	8	Extron	26-490-03	12' VGA Cables w/ Audio	GSA	\$ 37.67	\$ 301.33
13.00	0	0	0	0	0	0	\$ -	\$ -
14.00	0	0	0	0	AUDIO EQUIPMENT	0	\$ -	\$ -
15.00	1	1	QSC	ISA280	Power Amplifier	GSA	\$ 472.84	\$ 472.84
16.00	2	2	JBL	Control 128W	In Wall speakers	OPN	\$ 157.91	\$ 315.82
17.00	0	0	0	0	0	0	\$ -	\$ -
18.00	0	0	0	0	RACKS & MISCELLANEOUS	0	\$ -	\$ -
19.00	3	3	Mid Atlantic	WRK-44-32	44 space 32" Deep Gangable Racks	GSA	\$ 733.03	\$ 2,199.10
20.00	3	3	Mid Atlantic	MW-10FT-550CFM	10' Fan Top	GSA	\$ 244.38	\$ 733.14
21.00	1	1	Mid Atlantic	SPN-44-312	Side Panels	GSA	\$ 390.26	\$ 390.26
22.00	3	3	Mid Atlantic	PD-1020C-NS	Rack Ht. AC Strips, 20 amp	GSA	\$ 135.85	\$ 407.55
23.00	1	1	Mid Atlantic	HW-500	Rack Screws	GSA	\$ 86.15	\$ 86.15
24.00	2	2	Mid Atlantic	LBP-1A	1- pk. Horizontal Lacing Bars	GSA	\$ 22.91	\$ 45.82
25.00	4	4	Mid Atlantic	LACE-44-1SP	Vertical Lacing Bars	GSA	\$ 151.33	\$ 605.33
26.00	2	2	Mid Atlantic	FEB1-CP12	12 pk. 1 space Blanks	GSA	\$ 58.84	\$ 117.68
27.00	2	2	Mid Atlantic	FEB2-CP12	12 pk. 2 space Blanks	GSA	\$ 76.95	\$ 153.91
28.00	2	2	Mid Atlantic	FEB4-CP6	6 pk. 4 space Blanks	GSA	\$ 62.48	\$ 124.97
29.00	1	1	Extron	22-195-03	Serial Cable, Plenum, 1000'	GSA	\$ 675.40	\$ 675.40
30.00	1	1	Extron	22-162-03	STP 22 Audio Cable, plenum, 1000'	GSA	\$ 519.54	\$ 519.54
31.00	1	1	Extron	22-020-03	MHR 5 RGBHV Cable, Plenum, 1000'	GSA	\$ 1,168.97	\$ 1,168.97
32.00	3	3	Extron	100-750-01	50 pk. MHR5 Crimp BNC Connectors	GSA	\$ 81.18	\$ 243.55
33.00	3	3	Furman	PL-PRO-DMC	20 amp Rack Mount AC conditioners	OPN	\$ 295.98	\$ 887.93
34.00	0	0	0	0	0	0	\$ -	\$ -
35.00	0	0	0	0	CONTROL EQUIPMENT	0	\$ -	\$ -
36.00	1	1	Crestron	PRO2	Control Processor	GSA	\$ 2,337.93	\$ 2,337.93
37.00	3	3	Crestron	C2COM3	3 Port RS232 Cards	GSA	\$ 454.60	\$ 1,363.79
38.00	1	1	Crestron	C2ENET1	Ethernet Card for PRO2	GSA	\$ 584.48	\$ 584.48
39.00	2	2	Crestron	CNPWS75	Power supplies	GSA	\$ 292.24	\$ 584.48
40.00	1	1	Crestron	C2NVEQ4	Volume Control Card	GSA	\$ 519.54	\$ 519.54
41.00	1	1	Crestron	TPS158	15" color TableTop touch Panel	GSA	\$ 5,195.40	\$ 5,195.40
42.00	0	0	0	0	0	0	\$ -	\$ -
43.00	0	0	0	0	0	0	\$ -	\$ -
44.00	0	0	0	0	SEE WARRANTY SECTION	0	\$ -	\$ -
45.00	1	1	CVI	CVI	4 year parts and labor warranty	GSA	\$ -	\$ -
46.00	0	0	0	0	0	0	\$ -	\$ -
47.00	0	0	0	0	0	0	\$ -	\$ -
48.00	0	0	0	0	0	0	\$ -	\$ -

Equipment Price		\$	37,578.37
Engineering Price		\$	22,680.74
Installation Price		\$	37,836.41
Sales Tax @ 8.75%		\$	3,288.11

Total Price Including Tax	\$	101,383.62
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California C-7 #778555
Arizona ROC168175
New Mexico 85846
Minnesota License # CC01101

Project Number: LA01363
Account Executive: Brad Beck
Date: 11/30/2009

Bill of Materials D:City of Garden Grove

Project Title: TMC

Title of System AV Furniture Concept

Client

Name: 0
Company: City of Garden Grove
Address: 0
Address: 0
City/State/Zip: 0

Item	Total QTY	QTY per Room	Manufacturer	Model	Description	GSA	Price Each	Ext.Price
1.00	0	0	0	0	0	0	\$ -	\$ -
2.00	0	0	0	0	0	0	\$ -	\$ -
3.00	0	0	0	0	0	0	\$ -	\$ -
4.00	0	0	0	0	0	0	\$ -	\$ -
5.00	0	0	0	0	0	0	\$ -	\$ -
6.00	1	1	CVI	CVI	Cables, connectors and parts	0	\$ -	\$ -
7.00	0	0	0	0	0	0	\$ -	\$ -
8.00	1	1	High Tech	Custom Quote	"Boomerang" Style 2 Operator Main Console	OPN	\$ 11,810.15	\$ 11,810.15
9.00	1	1	High Tech	Custom Quote	Supervisor "L" Shaped Workstation w/ Hinged Drafting Table	OPN	\$ 5,369.42	\$ 5,369.42
10.00	1	1	High Tech	Custom Quote	Modesty Wall Panel, Lower Laminate & Upper Smoke Poly Carb	OPN	\$ 2,039.35	\$ 2,039.35
11.00	1	1	High Tech	Custom Quote	84"x24" Cabinet w/ Adjustable Shelving	OPN	\$ 1,600.50	\$ 1,600.50
12.00	1	1	High Tech	Custom Quote	72" Credenza w/ four Doors and Adjustable Shelving	OPN	\$ 1,910.28	\$ 1,910.28
13.00	1	1	High Tech	Custom Quote	Matching Trim for Video Wall opening	OPN	\$ 1,290.73	\$ 1,290.73
14.00	1	1	High Tech	Custom Quote	128" long by 47" Monitor wall cabinets	OPN	\$ 3,562.41	\$ 3,562.41
15.00	3	3	Herman Miller	Custom Quote	Executive Aeron Chair	OPN	\$ 1,581.14	\$ 4,743.42
16.00	1	1	TBD	Custom Quote	Allowance for Sofa	OPN	\$ 1,032.58	\$ 1,032.58
17.00	0	0	0	0	0	0	\$ -	\$ -
18.00	0	0	0	0	SEE WARRANTY SECTION	0	\$ -	\$ -
19.00	1	1	High Tech	Custom Quote	4 year parts and labor warranty	OPN	\$ -	\$ -
20.00	0	0	0	0	0	0	\$ -	\$ -
21.00	0	0	0	0	0	0	\$ -	\$ -

Equipment Price		\$	33,358.83
Engineering Price		\$	1,890.06
Installation Price		\$	10,367.76
Sales Tax @ 8.75%		\$	2,918.90

Total Price Including Tax	\$	48,535.55
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Washington COMPVI*015DT
California C-7 #778555
Minnesota License # CC01101

Project Number: LA01363
Account Executive: Brad Beck
Date: 11/30/2009

Bill of Materials B:City of Garden Grove

Project Title: TMC

Title of system Option #1 Processor Option: Barco Transform Processor in Lieu of Jupiter PixelNet

Client

Name: 0
Company: City of Garden Grove
Address: 0
Address: 0
City/State/Zip: 0

Item	Total QTY	QTY per Room	Manufacturer	Model	Description	GSA	Price Each	Ext.Price
1.00	0	0	0	0	0	0	\$ -	\$ -
2.00	0	0	0	0	0	0	\$ -	\$ -
3.00	0	0	0	0	0	0	\$ -	\$ -
4.00	0	0	0	0	0	0	\$ -	\$ -
5.00	0	0	0	0	0	0	\$ -	\$ -
6.00	0	0	0	0	0	0	\$ -	\$ -
7.00	0	0	0	0	0	0	\$ -	\$ -
8.00	1	1	Barco	AGS-3390-11	TransForm A Processor AX6, 2CPU	MFG	\$ 6,365.80	\$ 6,365.80
9.00	1	1	Barco	AGS-3335-11	TransForm A OmniBus A 18 red PSU	MFG	\$ 7,676.35	\$ 7,676.35
10.00	2	2	Barco	AGX-3281-11	TransForm A UGX Graphic Card digital	MFG	\$ 2,082.91	\$ 4,165.81
11.00	3	3	Barco	AGX-3313-11	TransForm A OmniScaler UXGA	MFG	\$ 2,307.45	\$ 6,922.34
12.00	6	6	Barco	R9842986	TransForm A Quad Analog Video Card	MFG	\$ 3,560.34	\$ 21,362.02
13.00	2	2	Barco	R9832670	TransForm A Streaming Video Card 2	MFG	\$ 5,617.03	\$ 11,234.07
14.00	4	4	Barco	R9842985	TransForm A Dual DVI Input Card	MFG	\$ 3,733.33	\$ 14,933.32
15.00	1	1	Barco	DRV-3394-0	TransForm A RAID1 disk system	MFG	\$ 918.26	\$ 918.26
16.00	2	2	Barco	R9842976	TransForm A 1GB DDR2 FB DIMM	MFG	\$ 378.31	\$ 756.63
17.00	1	1	Barco	CGP-OS-WINXP	TransForm A: OS Windows XP	MFG	\$ -	\$ -
18.00	1	1	Barco	TAS-3232-01	TransForm A Optical Mouse	MFG	\$ 37.57	\$ 37.57
19.00	1	1	Barco	TAS-3336-01	TransForm A Keyboard, English, USB	MFG	\$ 54.17	\$ 54.17
20.00	1	1	Barco	TAS-3401-01	TransForm A USB extension 20m	MFG	\$ 313.66	\$ 313.66
21.00	1	1	Barco	DRV-3356-01	TransForm A DVD ROM Drive	MFG	\$ 135.42	\$ 135.42
22.00	1	1	Barco	R9899121	BCM / Sense6 PC (includes blade server, 17" monitor)	MFG	\$ 2,652.31	\$ 2,652.31
23.00	0	0	0	0	0	0	\$ -	\$ -
24.00	1	1	Barco	LIC-3291-01	TransForm A Base License (per system)	MFG	\$ 2,591.40	\$ 2,591.40
25.00	6	6	Barco	LIC-3291-21	TransForm A Output License (per channel)	MFG	\$ 621.20	\$ 3,727.21
26.00	1	1	Barco	LIC-3348-0	Windows XP WS Pro SB license	MFG	\$ 311.04	\$ 311.04
27.00	1	1	Barco	CRS-3045-C	Control Room Management Suite on CDROM	MFG	\$ 42.81	\$ 42.81
28.00	0	0	0	0	0	0	\$ -	\$ -
29.00	0	0	0	0	0	0	\$ -	\$ -
30.00	1	1	Barco	R9832690	CMS SOFT CS-016 (Central Server software)	MFG	\$ 2,732.94	\$ 2,732.94
31.00	1	1	Barco	R9832693	CMS SOFT DM-DAM (Display Agent client)	MFG	\$ 927.00	\$ 927.00
32.00	40	40	Barco	ROPT2160	CMS SOFT CS-OSL (Source View license)	MFG	\$ 123.19	\$ 4,927.68
33.00	4	4	Barco	R9832694	CMS SOFT OW-WSC (Operator Workstation Sidebar)	MFG	\$ 880.69	\$ 3,522.77
34.00	1	1	Barco	R98524692	Central Server X3550	MFG	\$ 3,240.56	\$ 3,240.56
35.00	1	1	Barco	R9899121	Windows 2003 Server OS for CMS server	MFG	\$ 961.07	\$ 961.07
36.00	0	0	0	0	0	0	\$ -	\$ -
37.00	0	0	0	0	0	0	\$ -	\$ -
38.00	0	0	0	0	0	0	\$ -	\$ -
39.00	1	1	Barco	Extended Warranty	5 year parts and labor warranty	0	\$ -	\$ -
40.00	0	0	0	0	0	0	\$ -	\$ -
41.00	0	0	0	0	0	0	\$ -	\$ -
42.00	0	0	0	0	0	0	\$ -	\$ -
43.00	0	0	0	0	0	0	\$ -	\$ -
44.00	0	0	0	0	0	0	\$ -	\$ -

Equipment Price		\$	100,512.22
Engineering Price		\$	4,110.88
Installation Price		\$	11,829.87
Sales Tax @	8.75%	\$	8,794.82

Total Price Including Tax	\$	125,247.80
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California C-7	#778555	Utah Business	#20050108
Oregon LTD Energy	#34-514CLE	Idaho Electrical	#32414
Oregon CCB	#134110	Idaho Contractor	#16075
Minnesota Business	#102248	Montana Contractor	#152978
Washington Electrical	#COMPVI1961CD	Nevada Contractor	#71540
Washington Contractor	#COMPVI*015DT	Wyoming Contractor	#LV-G-19651

Project Number: LA1363

Project Name: Garden Grove Traffic Management Center Service

Account Executive: Brad Beck

Date: 11/30/2009

4 Year Extended Service Contract & Maintenance Program **Contract Total 70,000.00**

Please sign next to the service option you have selected. This price does not include applicable taxes.

4-Year Equipment and Labor Service Contract

PerformancePlus EX

Contract Total:

\$70,000.00

Client Signature

Service Contract Features			Performance Plus EX	
Telephone Support (during business hrs.)			1 Hr. Response	
Guaranteed Priority Response Time on Service			8 Hr. Response	
On-Site Service Calls: Troubleshooting, Diagnosis			Unlimited	
Annual Preventative Maintenance Visits*			2	
Loaner Equipment (subject to availability)			Yes	
Detailed Service Reports: Complete System			Yes	
Labor for Equipment Failure			Yes	
Parts for Equipment Failure			Yes	

Extended Service Contract & Maintenance Programs

Consultant Agreements

We take care to ensure the installation for your facility is of the highest caliber to provide years of productive use. The equipment chosen for each project is optimum for the application, durable and in excellent working condition. However, no technology system is 100% fault free, which is why all manufacturers provide a limited Service Contract. These warranties state that if the equipment fails within the Service Contract period, the product must be un-installed and shipped to the manufacturer. We provide two extended Service Contract and consultant agreement options to aid clients in handling these situations:

Performance Plus EX Service Contract Includes:

1. Telephone Support (during business hours): CompView will provide customer service assistance by telephone within one (1) business hours of the customers call. Business hours are defined as Monday through Friday 8:00am-5:00pm PST (excludes holidays and weekends).
2. Guaranteed Priority Response Time on Service Calls (during business hours): Customers will be scheduled for an on-site service call within eight (8) normal business hours from the time the customer has contacted and made an appointment for an on-site service call. Business hours are defined as Monday through Friday 8:00am-5:00pm PST (excludes CompView holidays and weekends).
3. On-Site Service Calls: Troubleshooting, Diagnosis and Corrective Maintenance: The customer will receive all necessary on-site service calls during business hours per the selected coverage period for system troubleshooting, diagnosis and corrective maintenance. Business hours are defined as Monday through Friday 8:00am-5:00pm PST (excludes CompView holidays and weekends).

4. **Annual Preventative Maintenance Visits:** The customer will receive two (2) preventative maintenance on-site visits per the selected coverage period. Preventative maintenance visits include:

- a) A basic 19-point system check
- b) Mock presentation test using full audio & video system capabilities.
- c) Cleaning all filtering systems of installed equipment.
- d) Projection alignment.
- e) Source synchronization
- f) Color/Contrast balance.

5. **Loaner Equipment** (subject to availability): CompView will provide loaner equipment when availability and proper application or use of equipment permits. This offer does not include any re-programming of the existing control systems or other equipment or the permanent installation of the loaner equipment. Loaner equipment is meant to provide for a limited use of the equipment while failed equipment is being replaced or repaired. Customer maintains full responsibility for any equipment provided by CompView.

6. **Parts and Labor for Equipment Failure:** CompView will repair, service or replace any equipment that becomes defective per the selected coverage term. Any equipment damaged by power surges, improper use, accidental damage or customer neglect will not be included in this agreement.

7. **Detailed Service Reports: Complete System Inventories and Service History:** CompView will provide a detailed service report per the selected coverage period which will include a history of service calls and equipment repaired, serviced or replaced. System inventories, including manufacturer, model and serial number (where applicable) will be provided to the customer on request, per the selected coverage period.

***Note: All Warranties Exclude Projector Lamps**

This service contract applies only to the system and equipment detailed in the attached documentation. The contract must either be purchased with the system project or within 30-days of system completion. This is based on service locations within a 50-mile radius of a CompView office. Service locations outside the 50-mile radius shall be considered on a case-by-case basis.

Terms and Conditions

1. **STANDARD ON-SITE MAINTENANCE SERVICES.** CompView, Inc. (hereinafter referred to as CVI) shall provide labor and parts (excepting supplies and expendable items) and will perform Services so as to maintain the equipment at the location specified in this Consultant Agreement in good working order. CVI shall respond to requests for remedial maintenance to such equipment in a prompt and commercially reasonable manner. Maintenance Services shall be available during any period between 8:00A.M. and 5:00P.M. PST, Monday through Friday, exclusive of CVI holidays. Extended service hours and priority response coverage, if applicable, shall be subject to the premium specified. Services performed outside such times at the request of Customer shall be subject to CVI's then applicable charges for labor and travel. Supplies and expendable items shall be provided in accordance with CVI's prices in effect on the date supplied to Customer.

2. **INSTALLATION SERVICES.** CVI will perform the following Services when installation is specified in this Consultant Agreement: unpacking, assembling, testing for conformance to operating specifications and performing final alignments in system configuration.

3. **ADDITIONAL SERVICE OFFERINGS.** From time to time CVI may offer Services in addition to those described herein. Such offerings shall not necessarily apply to the agreement.

4. **TIME AND MATERIALS.** Services performed at Customers request, which are outside those specified herein, shall be on a time, materials and transportation basis at CVI's prices in effect at the time such Service(s) or material(s) are provided. Provision of such Services shall be in the discretion of CVI and shall be subject to the availability of personnel and parts.

5. **PRICES.** Prices shall be the price set forth in this Agreement. All sales, property, excise and other federal, state and local taxes (other than those based upon CVI net income) shall be paid by Customer. Customer shall pay maintenance fees in advance. All invoices are payable within thirty (30) days of the date of the invoice. Customer shall make such arrangements for payments as CVI may require and CVI may suspend performance under any Consultant Agreement until such arrangement are made. CVI reserves the right to adjust the Service fee in conformance with CVI standard fees in the event Customer changes the equipment after the date hereof.

6. **TERM.** The term of each Consultant Agreement for maintenance Services shall be one (1) year from the date the equipment is installed by CVI or one (1) year from the date specified herein and shall continue thereafter at CVI's then current published prices until terminated by customer or CVI or ninety (90) days prior written notice to the other. CVI may, after the first year, increase or decrease maintenance prices upon ninety (90) days prior written notice to the customer.

7. **PARTS.** All parts that are replaced by parts provided by CVI shall become the property of CVI. Parts provided by CVI in performance of Services may be new or refurbished parts which are functionally equivalent to new parts and may be from sources other than the original equipment vendor.

8. **SITE PREPARATION.** Customer shall, at Customer's expense, prepare and maintain the installation site in accordance with Manufacturers suggested operating environments. CVI agrees to provide Customer with a copy of said specifications upon request. Customer assumes the full responsibility to back-up and/or otherwise protect its data against loss, damage or destruction before Services are performed. Customer also agrees to permit prompt access to equipment and/or software consistent with Customer's standard security requirements and to provide reasonable assistance and facilities so as to expedite the performance of Services.

9. **RECONDITIONING.** In the event, in CVI's reasonable opinion, any unit of equipment must be factory reconditioned because normal repair or replacement of parts cannot keep such unit in satisfactory operating condition, CVI shall submit a quotation for the required reconditioning to Customer. In the event Customer declines to authorize such reconditioning, CVI may delete such item of equipment from this Consultant Agreement.

10. **ADDITIONAL CHARGES.** Services performed as a result of any of the following conditions shall be subject to additional charges for labor, transportation and parts; alterations to equipment not authorized in writing by CVI; expendable supply items; damage resulting from improper use, in-transit damage, accident, neglect, power surge or failure, operating environment or the use of supplies or accessories which are not in conformance with the equipment vendors published specifications; site surveys; maintainability inspections or any events other than normal wear and tear.

11. **EXCLUSIVE WARRANTY AND REMEDY.** CVI's exclusive warranty is that Services will be performed in a workmanlike fashion and all parts provided by CVI shall be free of defects in materials and workmanship at the time of installation. In the event CVI breaches this warranty, CVI's sole obligation to Customer's exclusive remedy, shall be to have CVI make all necessary adjustments, repairs or replacements of parts which were defective at the time of installation. There are no other expenses or implied warranties concerning any services, parts, supplies or expendable items provided hereunder. CVI does not guarantee that the equipment will be uninterrupted or error-free. CVI DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE REMEDY OF CUSTOMER FOR BREACH OF WARRANTY.

12. **LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL CVI BE LIABLE IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST BUSINESS PROFITS NOR DAMAGE OR DESTRUCTION OF DATA EVEN IF CVI HAS BEEN ADVISED OF SAME. Except as to personal injury, CVI's maximum liability shall be limited in any event to the actual direct damages incurred by Customer which are caused solely by the acts or omissions of CVI subject to a maximum liability of the greater of the amount paid for the services performed under this Consultant Agreement (subject to a maximum of twelve (12) months duration) or \$10,000. Customer agrees to provide CVI with prompt written notification as to the specifics of any claim for damages and to provide CVI with a reasonable opportunity to investigate. NO LIMITATION AS TO DAMAGES FOR PERSONAL INJURY IS INTENDED.

13. **MAINTENANCE AIDS.** Maintenance aids, including, but not limited to, software or documentation furnished by CVI are either CVI's property or property of third parties and are confidential and proprietary. Customer agrees to keep maintenance aids confidential and to use its best efforts to prevent any unauthorized disclosure and use. Customer agrees that it will not allow copies of any maintenance aids furnished by CVI to be made without CVI's prior written consent except that Customer may make necessary copies of maintenance aids installed as part of Customer's operating system software subject to Customer's obligations under this Consultant Agreement. Proprietary notices and legends must appear on all copies in the same manner and form as they appear in the original. The existence of a copyright notice will not cause or be construed as causing any maintenance aids to be a published copyrighted work or to be in the public domain. Customer shall restrict access to maintenance aids to Customer's employees. Customer shall return or destroy maintenance aids provided by CVI upon termination of this Consultant Agreement.

14. **NOTICES.** All notices shall be in writing and all notices and payments shall be sent to the recipient at its respective address shown on the face of this Consultant Agreement.

15. **LIMITATION OF ACTION.** No action, regardless of form or basis, arising out of transactions related to this Consultant Agreement or the Services performed or to be performed may be brought by either party more than two (2) years after the cause of action has accrued except that an action for nonpayment may be brought within two (2) years after the date of the last payment.

16. **WAIVER.** Waiver of either party's breach of this Consultant Agreement shall not constitute a waiver of any other breach. CVI may elect to continue performance not withstanding such breach by Customer but such performance shall not constitute a waiver of such breach nor otherwise limit CVI's remedies.

17. **ARBITRATION OF DISPUTES.** The Parties agree that any controversy or claim arising out of or relating to this Consultant Agreement or performance hereunder, or any dispute arising out of the interpretation or application of this Consultant Agreement, which the parties hereto are unable to resolve, shall be settled by arbitration in Orange County, CA by a single arbitrator pursuant to the American Arbitration Association's Commercial Arbitration Rules then obtaining and judgment upon the award rendered by the Arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall be chosen from a panel of persons knowledgeable in the provision of Services for similar types of equipment and shall be appointed within thirty (30) days of the date the demand for arbitration was sent to the other party.

18. **ENTIRE AGREEMENT.** This Consultant Agreement shall be construed in accordance with the laws of the State of California. This Consultant Agreement constitutes the entire agreement between the parties and may only be modified by a written instrument executed by Customer and a Contract Officer of CVI. Any term or condition offer set forth on any purchase order or other document submitted by Customer which is inconsistent with any condition of this Consultant Agreement shall be of no force or effect whatsoever. Neither Customer nor CVI shall be bound by any oral agreement or representation irrespective of by whom or when made. Customer may not assign this Consultant Agreement without the prior written consent of CVI, which consent shall not be unreasonably withheld.

19. **FORCE MAJEURE.** Neither party shall be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control.

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Registered and Bonded
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Washington COMPVI*015DT
California C-7 #778555
Minnesota License # CC01101

Project Number: LA01363
Account Executive: Brad Beck
Date: 11/30/2009
Proposal Revision # 3.0

Proposal for System Integration: City of Garden Grove; TMC

Comp View proposes to provide audio/video system integration sales and/or service as defined in the attached documentation for the amount shown below:

TBD

Please refer to the project number and proposal number on all communications.

Terms of Payment

An invoice for equipment will be issued upon receipt of equipment in CompView's Garden Grove office. Copies of shipping receipts and serial numbers of significant equipment will be submitted at that time.
Monthly progress payments will be submitted thereafter. 10% retention is allowed and is due upon system sign-off.

Requested Project Completion Date

TBD

- 1 Projected completion date is subject to availability of materials and workforce.
- 2 Material order and workforce allocation is subject to terms of payment as shown below.
- 3 Any changes or additions to the project may affect the completion date.
- 4 CompView will coordinate work with other contractors and will provide direction on AV related trades.

Important Limitations and Exclusions

1. Client shall be responsible for dedicated electrical A/C power and conduits (as required) to all specified locations. All A/V conduits shall be dedicated for Comp View wiring and of adequate size. Detailed specifications can be provided by Comp View.
2. Client shall be responsible for installation of all LAN and CCTV cable and connections..
3. This proposal shall remain valid for 30 days from date issued.
4. Client shall provide electrical infrastructure, work surfaces, millwork, openings, structural requirements, custom finishes or painting for the proper installation and operation of the equipment, and ensure compliance with the installation and use of electrical circuits. Delays resulting in overtime or unusual costs may result in additional charges. All equipment shall be installed with stock factory finish.
5. Unless otherwise specified in this document, customer shall supply all computer equipment. Including but not limited to: desktop computers, laptops, network hardware, routing and wiring.
6. Comp View personnel shall have full access to the installation site on the agreed upon dates and times. One half days labor will be charged to the client for each technician unable to work due to an inaccessible installation site, or site conditions which prevent the performance of this agreement. Additionally, any project timeframes previously agreed to become null and void. Any schedule changes must be requested in writing 48 hours prior to installation to avoid charges.

Scope of Project

Reference the attached Scope of Work (Attachment "A")

Comp View, Inc. Statement of Performance

This statement of performance is intended to provide you with our working standards and expectations while planning and installing your presentation system. Please feel free to request references from other projects to validate the performance standards we have set forth in this statement.

Integration of System

1) Installation

- i) Comp View shall install all equipment in accordance with the manufacturers' specifications, national and local regulation ordinances and codes, including all OSHA guidelines. Unless specifically stated, all work shall be performed during the normal working hours of Monday through Friday, between 8:00AM and 5:00PM, except for recognized holidays.
- ii) All equipment, with the exception of equipment intended for portable use, shall be affixed permanently into place. Equipment racks and cabinets shall be square and plumb. Fasteners and supports shall be carefully selected to match the structural and weight requirements of the equipment to be installed and that of the mounting structure.
- iii)

Comp View shall take all possible precautions to prevent hum or distortions created by ground differential, electromagnetic or electrostatic fields; and to supply adequate ventilation to all equipment as specified by the manufacturer. All equipment shall be installed with provisions for the safety of the operator, with all controls accessible as specified under ADA guidelines. Comp View shall notify you of any hum or distortions beyond Comp View control caused by interference with the building structure, electrical or existing equipment and advise you of their alternatives to alleviate the problem. Comp View shall advise you of any unsatisfactory operating condition due to temperature, humidity, ventilation, mechanical structure or other safety concern beyond Comp View control and advise you of alternatives to alleviate the condition.
- iv) All wiring and conduit shall be in strict conformity with good engineering practice as established by the International Communications Industries Association and the low voltage section of national and local electrical codes. Extreme care shall be taken in wiring as not to exceed the bend radius, tensile strength or any other condition, which may result in damage to the cable or equipment. All joints and connections shall be made with rosin core solder, crimp, or other approved mechanical connectors.
- v) All connections and cable ends shall be identified with labels or tags and nomenclature as established by the International Communications Industries Association. All labels and tags shall be permanently affixed and correspond to labels on the provided as-built drawings.
- vi) Comp View lists all equipment to be installed as part of the contract. Unless specifically stated, Comp View shall not install equipment other than that shown in the contract. If you have other equipment requiring installation, please contact us for consultation.
- vii) Client shall provide electrical infrastructure, work surfaces, millwork, openings, structural requirements, custom finishes or painting for the proper installation and operation of the equipment, and ensure compliance with the installation and use of electrical circuits. Delays resulting in overtime or unusual costs may result in additional charges. All equipment shall be installed with stock factory finish.
- viii) Unless specifically stated, Comp View shall receive free access and vehicle parking, to the installation site and suitable secure space for the storage of equipment before installation. Comp View cannot assume responsibility for the condition or adequacy of the facility in which the system is to be stored, installed or operated.
- ix) Upon arrival for installation, Comp View shall receive immediate access to the system and equipment. To avoid additional charges, please contact your project manager if delays in access are expected.

Client Int_____

2) Workmanship and Staffing

- i) All Comp View workmanship shall be neat and detail oriented during and upon completion of the system integration. So that consistency may be maintained, Comp View asks that you provide replacement ceiling tiles as required due to changes in the ceiling layout resulting from the installation or removal of equipment.
- ii) All Comp View staff and contractors shall conduct themselves in a professional, courteous manner, maintaining a clean-cut appearance and acceptable dress. All Comp View staff are expected to check in and out with client or an assigned contact at the beginning and end of the workday.
- iii) Comp View staff shall maintain a clean and safe work environment. All unused materials, containers, tools and equipment shall be removed whenever possible. Comp View shall take precautions to protect all floors, walls, windows and other surfaces from stains, marring or other damage.
- iv) Comp View shall assign sufficient staff to the project to meet scheduling requirements.

3) Project Coordination

- i) During the system integration, all communication relative to the project should be directed to your project manager.
- ii) Comp View shall coordinate and cooperate with other trades to ensure satisfactory work progress. Comp View shall notify you if other contractors or other delays impede our work so that additional charges may be avoided. All equipment stored in the care of Comp View or in your facility must be paid for in full as agreed upon during the purchase negotiations.
- iii) Comp View may make minor moves or changes necessary to accommodate other equipment or to preserve symmetry and a pleasing appearance without additional claims for payment. The project manager shall provide you with change order documents for work deviating from provided preliminary drawings approved during the purchase negotiations in equipment, location or layout.
- iv) Where the system defined in this contract interfaces with lighting controls, motors, relays, screen controls, telephone systems, networks or other electrical or mechanical systems, Comp View shall provide labeled terminal connections or other easily identifiable connection points, to which interfacing connections may be made by other contractors.
- v) Comp View cannot be responsible for the operation, performance or warranty of equipment outside this contract. Comp View does not warrant that equipment supplied by others can be connected or shall function properly except as specified by the project documentation.

Testing and Adjustments

- vi) Initial Tests and Adjustments
- vii) Comp View shall configure all necessary equipment and perform tests in accordance to the guidelines established by the manufacturer and the International Communications Industries Association. Comp View shall adjust or modify the systems as necessary to provide system performance conforming to the specifications at no additional cost.
- viii) Performance Tests
- ix) You may review the installed system upon integration completion. Comp View shall demonstrate the performance of each feature and capability of the system. Please feel free to furnish testing materials and criteria for use during the demonstration.
- x) You may request testing of any individual system component or subsystem, the screening of testing materials or criteria, or other reasonable tests to demonstrate the system performance.
- xi) If the need for additional adjustments becomes evident during the demonstration and testing, Comp View shall adjust the systems to comply with these specifications at no additional cost, and resume testing.

Client Int_____

- xii) If deficiencies or need for changes are revealed during the demonstration and testing, the project manager shall prepare a punch list. Comp View shall rectify the noted deficiencies at no additional cost and make the requested changes promptly upon completion of the demonstration. If you request changes, please keep in mind that these may necessitate a change order, and may extend beyond acceptance of this contract.
- xiii) Acceptance
- xiv) Upon completion of the demonstration, the satisfactory resolution of all adjustments and deficiencies and the delivery of all items ordered, Comp View shall deliver a Notice of Completion to the Client. The Client may dispute the Notice of Completion, within 10 working days, by providing to Comp View a written description of why they feel the project is not complete. Notwithstanding dispute, Comp View shall invoice the Client for final payment 10 working days after delivery of the Notice of Completion.
- xv) Comp View shall extend a 1 year system warranty from the date of your acceptance of the system, unless superseded by an extended warranty, service contract or preventative maintenance contract.
- xvi) Unless specifically stated, Comp View cannot guarantee functionality of the system, any subsystem or component prior to your acceptance.

Documentation

- 1) Data Files, Handbooks and Drawings
 - i) Comp View shall provide a binder containing all equipment operation instructions, warranty documents, etc. If purchased, "B" size drawings shall be provided for system schematics and wiring diagrams.
 - ii) Comp View shall provide a secure storage container containing all setup remote controls and copies of programming diskettes, as applicable.
 - iii) One copy of this documentation shall be provided, unless specified prior in this contract.
- 2) Service Manuals
 - i) Service manuals may be purchased from Comp View at an additional charge for any equipment included in the system, if available from the manufacturer.

Training

- a) Comp View shall provide one user training session of up to two hours as well as a more technical administrative level training to teach basic trouble shooting, system diagnostics and maintenance. All user training attendees are encouraged to also attend this operation training session.
- b) Additional in-depth training on system setup, more sophisticated troubleshooting and diagnostics techniques are available from Comp View at an additional charge.

Warranty

- a) Warranty period shall begin upon completion and acceptance of the overall project, or within 60 days from the date of completion and acceptance of Comp View's scope of work
- b) All new equipment provided by Comp View includes each manufacturer's full warranty from the date of customer invoice. Comp View shall address all warranty requirements as depot service.
- c) Comp View shall extend a 1 year system warranty from the date of your acceptance of the system, unless superseded by an extended warranty, service contract or preventative maintenance contract.
 - i) Comp View warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including but not limited to: operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Comp View or repair by a service facility other than those authorized by the manufacturer.
- d) Comp View shall respond within 8 business hours of the initial request for service during the normal working hours of Monday through Friday, between 8:00AM and 5:00PM, except for recognized holidays. Service required outside of normal working hours shall be billed at the normal hourly rates for overtime work.
 - i) Upon arrival for warranty service, Comp View is expecting access to the system and equipment. To avoid additional charges, please contact us if delays in access are expected.

Additional Performance Details

1) Additional Costs, Payment and Rights of Ownership

i)

Unless specifically stated in the terms of the purchase agreement, all shipping charges shall be billed FOB point of shipment to the locations stipulated, and client shall also be responsible for the payment of all excise sales, occupation, or any similar taxes applicable to the equipment, its sale or use, even though not expressly set forth in the quotation. Upon delivery of all or any equipment included in this contract, title and risk of loss to the delivered equipment shall be passed to client. Comp View shall retain a security interest in the equipment until all payments due have been made in full. Further, on delinquent accounts, Comp View may divert shipments or reschedule deliveries on unfulfilled orders, and storage fees may be incurred at a billable rate of 1% of value per month.

2) Shipping and Delivery

i) Shipping dates represent the best estimate of Comp View. If manufacture, delivery or installation is delayed, in whole or in part by forces beyond the control of Comp View, time for performance shall be extended by the duration of the delaying cause. Comp View cannot be held responsible for any delay in shipment or delivery caused by or due to war, strike, fire, flood, shipping damage, acts of civil or military authority or any other cause, accidental or otherwise over which Comp View has no control.

3) Deferred Delivery

i) You may ask for a delay of shipment or installation of equipment that has already been ordered or manufactured. Comp View shall, upon receipt, place the equipment in storage at a billable rate of 1% of its value per month. You shall be invoiced for the equipment according to the terms of payment in the purchase agreement.

ii) You may also ask for a delay of shipment or installation of equipment that has not yet been ordered or manufactured. Please keep in mind that equipment costs may increase, as based upon the manufacturers' list price increase occurring after the date upon which the equipment would have been ordered by Comp View. We also ask to be released from any delivery estimate or completion deadline due to these circumstances.

4) Consequential and other Loss or Damage

i) Comp View cannot be liable, by reason of any breach of contract or warranty, for the consequential or special damages, economic loss or damages resulting from loss of use of the equipment. This provision is not intended to preclude you from joining Comp View in any action or claim brought against you by a third party in which the action or claim alleges personal injury to the third party by reason of negligence or willful misconduct by Comp View.

5) Returns

i) Goods returned to Comp View require a return authorization number. Goods being returned for other than reasons of warranty or defect must be original undamaged and untarnished condition and must include all original packaging and documentation. Restocking fees may apply to the items being returned. Please consult us for specifics.

6) Publicity

i) Comp View may request to photograph your presentation system and request to publicize its' relationship with and work for you to promote Comp View business to other individual customers. Your acceptance of our request is at your sole discretion.

ii) Comp View may also ask if we can use you to provide individual references for the promotion of Comp View business. Your acceptance of this request is also at your sole discretion.

iii) Comp View shall submit to you for approval any press releases or other publicly distributed documentation for newspaper, magazine, trade journal, television, radio or other means of public advertising which may include photographs of your system or acknowledgment of the relationship with and work for you.

Thank you for the opportunity to serve you. Please feel free to contact your systems salesperson with any questions or comments about our statement of performance.

Client Authorization

Approved

☐

I, _____, as a representative of Client, agree to the terms set forth in this contract.

	Brad Beck
Client Name	Comp View Representative
	11/30/2009
Date	Date