



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Authorize City Manager to Execute Agreement with Quality Sound of Stockton for Installation of Audio/Video Equipment at Carnegie Forum (\$51,335)

MEETING DATE: August 17, 2011

PREPARED BY: City Manager's Office

RECOMMENDED ACTION: Authorize the City Manager to execute an agreement with Quality Sound of Stockton for installation of audio/video equipment at Carnegie Forum in the amount of \$51,335.

BACKGROUND INFORMATION: City Council meetings have been broadcast on local cable television for several decades, and are now viewable on Comcast and AT&T U-Verse, in addition to the City's website. For nearly four decades prior to September 2009, Comcast and its predecessors provided staffing and equipment to ensure cable subscribers could view and listen to City Council meetings, as required by franchise agreements with the City.

Since then, the City has assumed responsibility for producing local video broadcasts as Comcast has exercised its option to operate under a State franchise agreement, an alternative created by State legislation in 2006. The State franchise agreement does not require cable operators to provide any staffing or operational support to cities. While the City is appreciative that Comcast left equipment at the Carnegie Forum, much of it is hand-me-down stock that is wearing out or has operational shortcomings.

In addition, the audio system within the Carnegie Forum is 22 years old and in a state of decay. Broadcast sound quality is poor because of the aged and outdated system, and the video quality can be improved by additional and upgraded equipment.

City staff contacted four audio/visual contractors experienced with working with public agencies' needs. Three of the contractors were recommended by the Sacramento Cable Commission for their work with various communities, and another -- Quality Sound -- was contacted because it installed the Forum's existing sound system in 1989. The contractors were asked to visit the Carnegie Forum and provide recommendations for upgrading the audio and visual components.

A five-member panel of City staff reviewed the three proposals and responded to requests for information from the vendors. The proposal by Quality Sound was judged the best for the quality of the proposal, cost-effectiveness in meeting broadcast production goals and familiarity with the Carnegie Forum's existing equipment. Quality Sound will perform the audio work for \$25,820 and the video work for \$25,515 for a total of \$51,335. The combined price is the lowest of the three proposals submitted (Associated Sound, \$54,491.42 or \$59,731.88 option; Proud Audio Visual, \$75,702.63).

APPROVED: _____

Konradt Bartlam, City Manager

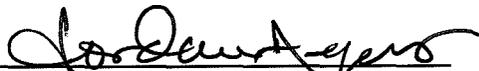
Project funding will come from a special State franchise fee charged to all Lodi cable television customers since December 2009 to fund local cable television equipment needs. The 1-percent fee is estimated to raise nearly \$100,000 this fiscal year. No General Fund dollars will be spent on this project.

The project was divided into audio and video proposals. The audio component includes new microphones, amplifier, audio recorder, digital signal processors and other ancillary equipment. The video project consists of a new camera in the Council chambers, a new video switcher and production rack console.

The new equipment is expected to vastly improve the image and sound of City Council live broadcasts, in addition to the quality of recorded meetings for replay on the cable television systems.

FISCAL IMPACT: None to the General Fund. Expenditure comes from account created for local cable television improvements.

FUNDING AVAILABLE: Account 100246.7330 (Digital Infrastructure and Video Competition Act fee)


Jordan Ayers, Deputy City Manager


Jeff Hood
Communications Specialist

Attached: Agreement with Quality Sound

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 R AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on August 18, 2011, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Quality Sound (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A and B, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for installation of audio and video equipment at the Carnegie Forum (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A and B. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A and B.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services. (Not Applicable).

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A & B) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on August 18, 2011 and terminates upon the completion of the Scope of Services. All work shall be completed by October 13, 2011.

**ARTICLE 3
COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposals, included in Exhibits A & B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
PROVISIONS

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Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Reaquirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assians

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight

delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Jeff Hood

To CONTRACTOR: Quality Sound
P. O. Box 5501
2010 E. Fremont Street
Stockton, CA 95205

Section 4.9 Cooeration of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Emolovee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.42 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or

“Proprietary”, except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney’s Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney’s fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

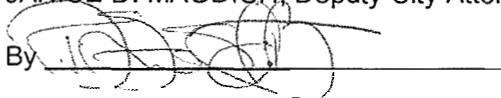
ATTEST:

By _____
RANDI JOHL
City Clerk

By _____
KONRADT BARTLAM
City Manager

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

QUALITY SOUND

By _____


By: _____
JAMES E. BRYAN
Title: President/Owner

Attachments:

- Exhibit A – Scope of Services, Audio**
- Exhibit B – Scope of Services, Video**
- Exhibit C – Insurance Requirements**

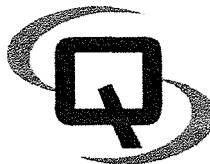


EXHIBIT A

QUALITY SOUND SYSTEMS INTEGRATION DIVISION OF BI-JAMAR, INC.

June 29, 20011

Mr. Jeff Hood, Communications Specialist
City of Lodi
221 West Pine Street
Lodi, Ca 95241

Mr. Hood,

Thank you sincerely for contacting Quality Sound in regards to required renovations to the Carnegie Forum (City Council Chambers) sound system.

I have spent time reviewing and updating the original solution I proposed in 2009 for your facility, and have included the additional material and functionality you requested at our recent site meeting; the solution proposed herein shall provide a functionally transparent upgrade, with the improved performance and long-term reliability desired by the city.

SITE FINDINGS AND SYSTEM REQUIREMENTS

The Council Chambers sound system (originally installed by Quality Sound in 1989) is comprised of two main elements; Element one includes a Cetec Ivie Series 5000 modular mixer/amplifier mainframe, dais microphones, ceiling loudspeakers and other peripheral equipment. Element two is a KelKom control system consisting of multiple custom-made button panels interconnected via 25 pair telephone trunk cabling. The KelKom equipment is interfaced with the Cetec Ivie to control microphone muting and system power control. Although antiquated in design, the KelKom control system appears to be functional; however the Cetec Ivie modular system is no longer reliable. It has been outgrown, exhibits intermittent operation and unpredictable failures, and being long ago discontinued is no longer serviceable. The Cetec Ivie equipment requires replacement with current technology that will provide reliable performance and additional functionality including video and audio conferencing, assistive listening, and expanded control and input capability per your 2009 Project Scope Document.

QUALITY SOUND HISTORY AND EXPERIENCE

The A/V system integrator of today has evolved from many years of experience in multiple trades including acoustics, analog and digital audio and video, computer control, programming and networking, and telephony. These skill sets are required to properly design, install and program the complex products currently available. Quality Sound has been providing leading-edge technology solutions for their clients since 1948. Our specialties include design and installation for the A/V, security, communication and life safety industries. Our commitment to providing professional service is backed by engineers with degrees in electronics, and we maintain a staff certified by industry standards committees such as ICIA and Infocomm. Experience, education and commitment are the major factors contributing to our client satisfaction. Quality Sound works with every client to provide solutions to their current and future challenges.

Contractor License 496881 C-7 & C-10, ACO 5717

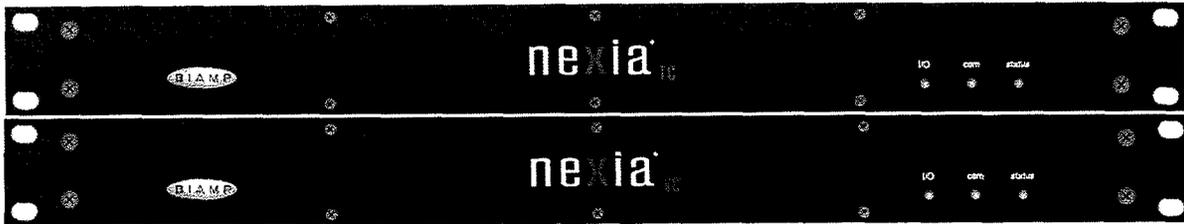
P.O. Box 5501, 2010 E. Fremont St. Stockton, CA 95205 P. 209 948 2104 Stkn. P. 916 442 4813 Sac. FAX 209 948 0965

SOUND SYSTEM RENOVATION PROPOSAL

1. DIGITAL SIGNAL PROCESSORS

The existing analog Cetec Ivie modular mainframe equipment shall be replaced by two (2) new **BIAMP NEXIA** Digital Signal Processors- TC and VC.

In the past, all required signal processing operations- automatic microphone mixing and equalization for tone and feedback control, signal routing, volume leveling, remote control, etc. were performed by separate components assembled, wired together and adjusted for the desired result. Today, all these functions and more can be performed by a single device- the Digital Signal Processor, or **DSP**.



Two (2) **Biamp Nexia** DSP's shall comprise the core of the sound system; the Nexia TC (Teleconferencing) processor and the Nexia VC (Videoconferencing) processor. Intended for a variety of applications such as boardrooms, courtrooms, council chambers, multipurpose facilities, etc, these Nexia units include a broad selection of audio components, routing and remote control options and signal processing. The TC includes a complete onboard (analog line) telephone interface and associated hardware; the VC includes an interface for an outboard videoconferencing codec (by others). Each unit includes eight (8) discrete channels of SONA advanced echo cancellation plus two (2) mic/line inputs and four discrete balanced outputs. The two units interface together and function as a single 20 x 8 processor in this application; control of teleconferencing functions shall be via a custom-configured DaVinci application running on an owner-furnished, networked PC. A logic interface shall connect the existing Kelkom button panels to the Nexia hardware. The internal system design is completely definable via PC software; layout, programming and adjustment are performed via a laptop computer. Once this process is complete, the device is "locked down" (password protected) to prevent tampering by unauthorized personnel. Our installation shall include the DSP's final view file or program saved on CD. This shall be included with our "as built" documentation and O&M manuals after system testing and tuning is completed.

Note: Although the functions of the DSP are critical to the operation of the system, it appears invisible to the user.

2. ADDITIONAL STAFF MICROPHONE INPUT

One (1) new XLR microphone input shall be added the end of the staff counter (the one next to it shall be relocated for symmetry), bringing the total wired microphone count up to thirteen (13).

3. REPLACEMENT DAIS AND STAFF MICROPHONES

The Audio Technica microphones in the chamber are of an older design, and as such, they are vulnerable and susceptible to the interference noise radiated by cellular telephones, Blackberries and other such GSM devices which enters the sound system through the microphone's circuitry; this problem is increasing daily and has already have impacted meetings in the council chambers. To combat this issue, Audio Technica has developed a new series of microphones with performance superior to the old, and specially shielded against GSM interference (UniGuard® RFI-shielding technology). Quality Sound shall provide thirteen (13) new Audio Technica ES915ML24 microphones for the chamber; these are an extended-length design which will extend the microphone closer to the talker for better pickup and feature a MicroLine element for improved performance when used with automatic mixers.

4. NEW WIRELESS MICROPHONE SYSTEMS

Quality Sound shall provide new wireless microphone equipment consisting of one (1) dual-channel and one (1) single channel MiPRO frequency-agile UHF receiver installed in the main equipment rack, and three (3) separate mic transmitters; two (2) transmitters shall be hand-held type with condenser mic elements, one (1) shall be a Mag Alloy beltpack transmitter equipped with a discrete earset microphone with flexible micro-boom, permitting instant re-fitting to a variety of users. All transmitters may be used simultaneously.

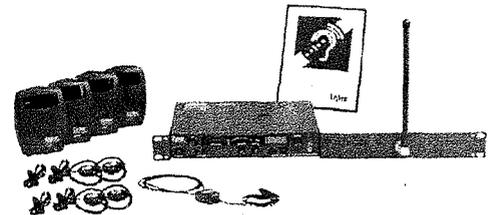


5. NEW POWER AMPLIFIER

A new EXTRON XPA2001 high-impedance amplifier shall power the dais ceiling loudspeakers from the existing equipment rack; this amplifier shall provide ample headroom for continuous operation producing clear, high-quality audio. The existing EAW CAZ2800 power amplifier (located in the under-counter rack) shall continue to power the four central "A/V System" ceiling loudspeakers; however this amplifier's input shall now be from the Nexia DSP rather than directly from the Switcher/Scaler; this change will allow matrix mixing of the sources in all of the ceiling loudspeakers.

6. ASSISTIVE LISTENING SYSTEM

ADA regulations call for all facilities with sound systems to provide assistive-listening equipment for 4% of seating capacity; For the benefit of hearing-impaired persons and compliance with ADA regulations, a new wireless Assistive-Listening System (ALS) with four (4) personal beltpack receivers, four (4) discrete ears speakers and a telecoil lanyard shall be provided. The transmitter shall be mounted in the equipment rack.



7. NEW NETWORKABLE SOLID-STATE RECORDER

For reliable, convenient recording and archival of Council audio proceedings, a new solid-state recorder with full Ethernet capability shall be provided. The Marantz PMD580 is a single rack-space digital recorder that uses proven, stable Compact Flash (CF) as its recording medium, with the inherent reliability of no moving parts. The PMD580 incorporates Ethernet connectivity and an internal, browser-style interface that allows centralized control of all operations including scheduling of recordings, machine setup, and file transfer.



For ultimate convenience, an automatic archiving feature allows the uploading of recorded files to any specified network location, eliminating the need to physically walk the CF card back to the storage server. With the ability to lock out front panel controls and track real time, the user can confidently schedule the day's recording to be archived to a designated computer or server at the end of the day, so the PMD580 is always ready to handle the next day's activities. With its FIFO based file deletion, card maintenance can be completely avoided for a fully automated recording system. The unit shall be installed at the Clerk's position, replacing the old Lanier Cassette machine; modifications to existing millwork needed to facilitate installation of this (standard 19" rack) component shall be by others; Ethernet connection to the device shall be provided and managed by the City's IT department. ALTERNATELY, the recorder may be installed in the main equipment rack and managed completely by network control.

Total Installed Price <u>with Tax</u> for system quoted above: \$25,820.00

Scope of Work (Quality Sound)

- Furnish (Provide and Install) all equipment as quoted above during normal QS business hours
- Program and adjust DSP's, integrate with existing KelKom remote control equipment; this shall include mic mute buttons at existing locations and new master mute function at the Mayor's position
- Integrate new system with existing downstairs broadcast audio mixer
- Integrate new system with phone conferencing line, program custom DaVinci control
- Provide 2-hour operator orientation session
- Provide ONE YEAR warranty on new work and parts (mfg.'s warranties may exceed)
- Labor limited to open access in walls, floors and ceilings
- Above prices valid for 30 days only

Exclusions (Work or Materials by others)

- Provide required existing system components for re-use as needed
- Provide analog phone line and network drop at main equipment rack location
- Provide a network-connected PC (Clerk or Staff position, for example) with which to run the **Biamp DaVinci** software application which provides custom-configured control screens to handle all conferencing operations (place/answer calls, speed dialing, far-end volume level, etc.).
- Provide any required millwork modifications at Clerk station
- Provide CF card for recorder(capacity is a personal preference)

I have prepared this design and proposal for your consideration based on all information made available to me thus far. I taken the liberty of designing this system using only high quality components; there may be lower cost products available, but I have reserved the right to recommend components that exhibit a professional duty cycle and provide excellent audio quality.

I feel confident that the proposed equipment will deliver the performance desired by your facility, and continue to do so for many years to come; in the event that have not provided the system that best matches your financial goals, please do not hesitate to contact me. There may be other approaches that will better suit your financial requirements.

Should you have any questions about my design or system functionality, please feel free to contact me directly at (209) 948-2104, extension 1074, or by E-mail at groda@qualitysound.net

Thank You again for considering Quality Sound to provide the very best in audiovisual solutions for your facility.

Sincerely,



Gary Roda, CTS
Certified Technology Specialist
Audiovisual Design/Sales

Statement of non-disclosure: The information contained in this document is the intellectual property of Quality Sound. The project procedures and system design described within have been outlined specifically for the City of Lodi; the installation cost estimates for computer analysis, system design, project management fees, component costs and DSP programming have been provided for the finance department and are not to be shared with competing vendors. Your cooperation is appreciated.



EXHIBIT B

QUALITY SOUND SYSTEMS INTEGRATION DIVISION OF BIJAMAR, INC.

July 14, 2011

Mr. Jeff Hood, Communications Specialist
City of Lodi
221 West Pine Street
Lodi, Ca 95241

Mr. Hood,

Thank you sincerely for inviting Quality Sound to design and propose renovations to the Carnegie Forum (City Council Chambers) video system in addition to sound upgrades already proposed; I have invested time with factory representatives reviewing new products in order to provide the city with the most up-to-date, cutting edge solution to the challenges presented by your facility and budget.

SITE FINDINGS AND SYSTEM REQUIREMENTS

The Council Chambers has an installed video system currently used for capturing proceedings for broadcast on Comcast television; the system includes three Sony EVI-D70 standard definition PTZ cameras in the council chamber, connected to a Panasonic WJ-MX50 video/audio mixer. The cameras are operated using a Telemetrics remote, which provides very limited camera presets and control. A quad CRT video monitor provides camera shot preview. There is no connection the chambers A/V rack. A small Mackie sound mixer receives a feed from the chambers sound system microphones, which is added to the video output to Comcast. An aged Compix Windows-PC based system is used for graphics and title insertion.

The city desires a design that will bring the system up-to-date in stages as budgets permit. An upgrade path that provides immediate system input expansion, control capability and image improvement using both new and legacy equipment is required. The number of cameras must be increase to four, while shot preset memory and remote-control capability must be improved. A link from the chambers video switcher/scaler and sound system to the video production system must be provided; preview function for all video sources must be included. Title and graphics overlay/insertion must be versatile, flexible and easily operated.

QUALITY SOUND HISTORY AND EXPERIENCE

The A/V system integrator of today has evolved from many years of experience in multiple trades including acoustics, analog and digital audio and video, computer control, programming and networking, and telephony. These skill sets are required to properly design, install and program the complex products currently available. Quality Sound has been providing leading-edge technology solutions for their clients since 1948. Our specialties include design and installation for the A/V, security, communication and life safety industries. Our commitment to providing professional service is backed by engineers with degrees in electronics, and we maintain a staff certified by industry standards committees such as ICIA and Infocomm. Experience, education and commitment are the major factors contributing to our client satisfaction. Quality Sound works with every client to provide solutions to their current and future challenges.

Contractor License 496881 C-7 & C-10, ACO 5717

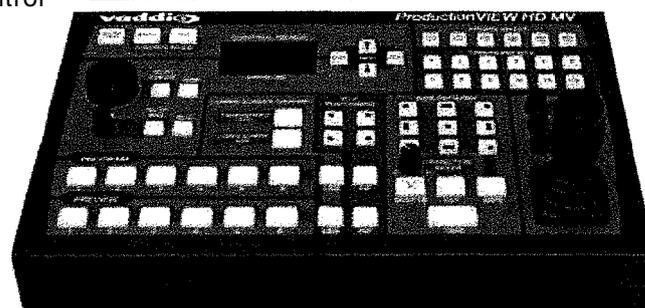
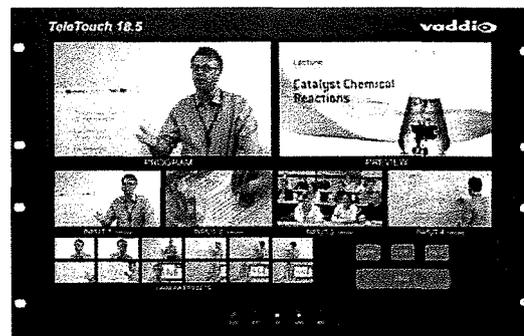
P.O. Box 5501, 2010 E. Fremont St. Stockton, CA 95205 P. 209 948 2104 Stkn. P. 916 442 4813 Sac. FAX 209 948 0965

VIDEO PRODUCTION SYSTEM UPGRADE PROPOSAL

1. INTEGRATED SWITCHER/CONTROLLER WITH MULTIVIEWER TOUCHSCREEN

The **VADDIO ProductionVIEW HD MV** combined with the **VADDIO TeleTouch Multiviewer Touchscreen** shall form the core of the new system. The ProductionVIEW HD MV Production Switcher with integrated camera controller and multiviewer is a powerful, cost effective and easy to operate platform for live presentation environments. With Vaddio's revolutionary TeleTouch™ Multiviewer Touch Screen Control Panel, production operators can easily see and switch all live video feeds and create "video thumbnails" of preset camera shots with the touch of their finger. ProductionVIEW HD MV is a broadcast quality 6 x 2 multi-format, seamless video mixer that also provides two discrete outputs for dual bus program feeds (two independent 6 x 1 switchers/mixers). Accepting any combination of input signals from analog HD YPbPr video, RGBHV, SD (Y/C and CVBS) video with Input 6 providing a DVI-I input, the ProductionVIEW HD MV supports HD resolutions up to and including 1080p/60fps.

The TeleTouch Multiviewer Touch Screen Control Panel can be user configured to display four, five or six input windows as well as two larger preview and program windows with red and green tally window borders, which indicate the current output selections. The outputs have been configured for analog (YPbPr, RGBHV and SD) and digital (DVI-D) video support allowing for either a standard preview output or multiviewer preview output with a Vaddio TeleTouch Touch Screen Control Panel. The Vaddio TeleTouch 18.5" rack-mount (7-RU) multiviewer touch screen also eliminates the need for individual preview monitors and allows the camera operator to see and switch all the live video feeds by simply touching the windows that they want controlled. Each camera input can have up to 12 stored "video thumbnails" of each preset camera shot; these video thumbnail images provide an easy way to identify and recall preset camera positions on a per input basis in the preview window that greatly simplifies overall console operation. The ProductionVIEW HD MV control surface is laid out to allow even a novice to operate the system with minimal training. ProductionVIEW HD MV is unmatched in today's camera control, video mixing and video switching market.

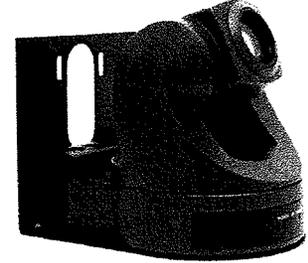


ProductionVIEW HD MV is proposed due to its ability to accept input from *and control* both (the currently installed) standard definition (SD) PTZ cameras as well as high-definition (HD) cameras when they are added in the future. ProductionVIEW HD MV features a three-axis Hall Effect Joystick for precise control, and includes a powerful lower-screen graphics feature for inserting text or custom graphics generated by a computer running common software. Graphics may be inserted as "lower-thirds" using the Lower Screen Graphics (LSG) feature. LSG can be set up to cover the bottom $\frac{1}{4}$, $\frac{1}{3}$, $\frac{1}{2}$ or full screen, with 10 adjustable steps of transparency levels between the graphic and the video image behind it. A variety of graphic templates are included on a DVD supplied with the ProductionVIEW HD MV in both Keynote and PowerPoint, to help guide users in creating professional Lower Screen Graphics quickly and easily.

Video transitions are seamless with exceptional video quality. Transition time is adjustable from zero (0) to four (4) seconds and include: Cross Fades (one image fades into another), Wipes (9 different patterns), Straight Cuts and Fade to Black (by pressing and holding the MIX/FTB button).

2. ADDITION OF CAMERA CONTROL AND FOURTH CAMERA

An outstanding feature of the VADDIO system is its ability to power, fully control and receive high resolution output from PTZ cameras via Cat5 cable. This greatly simplifies installation while providing significant enhancements over typical camera wiring schemes. To do this, VADDIO offers PTZ cameras such as the Sony EVI-D70 (presently used in the Forum) integrated into a bundle that includes the camera, special VADDIO cabling interface, and wall mount bracket ready for easy installation. They also offer this bundle minus the camera itself, three of which shall be required to integrate the existing cameras into the new production system. The three (3) existing cameras shall be equipped with VADDIO WallVIEW packages and connected to the ProductionVIEW console via new Cat5 cabling; one (1) additional WallVIEW 70 bundle *including* a Sony EVI-D70 camera shall be ceiling-mounted at the rear of the audience area as the fourth camera in the system; all four cameras shall be connected via Y/C (S-Video) for enhanced resolution over the composite video currently in use.

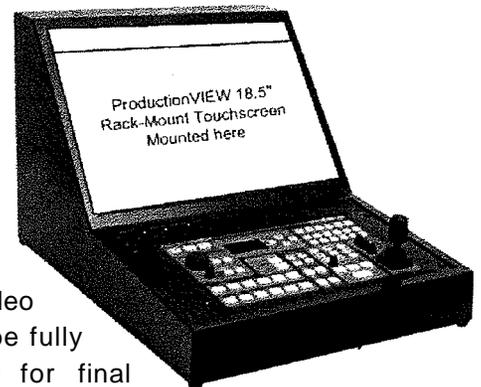


3. FEEDS FROM CHAMBERS A/V RACK

Quality Sound shall provide a 1X2 VGA DA and cabling at the output of the A/V rack's Extron IN1508 switcher/scaler; this shall permit the graphics displayed by this sub-system to be fed to the video production system in its native high-resolution (VGA) format. The A/V system's audio shall be delivered (via the new sound system's DSP output) to the video production system where it may be combined with picture to the Comcast feed.

4. PRODUCTION RACK CONSOLE

To securely mount our ProductionView components in a convenient manner, a fully configured production console rack shall be provided. The ProductionVIEW Rack Console is a heavy-duty aluminum dual-bay table-top rack mounting system with slanted 8-RU upper and 7-RU lower bays. The lower rack bay will contain the ProductionVIEW HD MV console, while the upper rack bay will contain the ProductionVIEW 18.5 Touchscreen Monitor, forming a compact ergonomic workstation; no other video monitors are required. The ProductionView Console rack shall be fully configured and tested before delivery being to the jobsite for final integration; this console shall require an owner-furnished desk or table on which to rest (dimensional requirements shall be provided). The console shall include a rack-mounted master power switch/distribution unit.



SUMMARY

This design and proposal addresses all known requirements as expressed, including an immediate upgrade in camera control and picture quality, the addition of a fourth matching camera, and a logical upgrade path to full HD cameras/control when budgets permit. Using any owner-furnished computer, superior titling/graphics insertion by the video engineer will be easily performed. The system will be properly and cleanly installed and integrated with the environment, with the major components contained in an ergonomic workstation. Computer graphics displayed the chambers will be available in native resolution for insertion into the program output to the television feed, which can be delivered at nearly any resolution desired from composite to HD YPbPr. The design makes best use of existing equipment while anticipating a future HD camera upgrade.

Total Installed Price <u>with Tax</u> for system quoted above: \$25, 515.00
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Scope of Work (Quality Sound)

- Furnish (Provide and Install) all equipment as quoted above during normal QS business hours
- Integrate new system with existing Sony cameras and Leightronix device
- Provide 2-hour operator orientation session
- Provide **ONE** YEAR warranty on new work and parts (mfg.'s warranties may exceed)
- Labor limited to open access in walls, floors and ceilings
- Above prices valid for 30 days only

Exclusions (Work or Materials by others)

- Provide required existing system components (cameras, etc.) for re-use as needed
- Provide PC (or Mac) computer for use with titling software
- Provide any required furniture on which the ProductionView console computer, and any other equipment will be placed.

I have prepared this design and proposal for your consideration based on all information made available to me thus far. I taken the liberty of designing this system using only high quality components; there may be lower cost products available, but I have reserved the right to recommend components that exhibit a professional duty cycle and provide excellent video quality.

I feel confident that the proposed equipment will deliver the performance desired by your facility, and continue to do so for many years to come; in the event that have not provided the system that best matches your financial goals, please do not hesitate to contact me. There may be other approaches that will better suit your financial requirements.

Should you have any questions about my design or system functionality, please feel free to contact me directly at (209) 948-2104, extension 1074, or by E-mail at aroda@aualityvsound.net

Thank You again for considering Quality Sound to provide the very best in audiovisual solutions for your facility.

Sincerely,



Gary Roda, CTS
Certified Technology Specialist
Audiovisual Design/Sales

Statement of non-disclosure: The information contained in this document is the intellectual property of Quality Sound. The project procedures and system design described within have been outlined specifically for the City of Lodi; the installation cost estimates for computer analysis, system design, project management fees, component costs and DSP programming have been provided for the finance department and are not to be shared with competing vendors. Your cooperation is appreciated.