



CITY of CALABASAS

**PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT SUMMARY**

<b>Name of Contractor:</b>	Triton Technology Solutions, Inc.
<b>City Department in charge of Contract:</b>	Communications Dept.
<b>Contact Person for City Department:</b>	Michael Russo
<b>Period of Performance for Contract:</b>	November 04, 2022
<b>Not to Exceed Amount of Contract:</b>	July 11, 2023
<b>Scope of Work for Contract:</b>	TV Production & AV Systems Upgrade

**Insurance Requirements for Contract:**

X yes  no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000.00

X yes  no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

yes X no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

**California requires Worker’s Compensation insurance. If the vendor has no employees, a Worker’s Compensation Affidavit is required.**

Other:

**Proper documentation is required and must be attached.**

**PROFESSIONAL SERVICES AGREEMENT**  
(Triton Technology Solutions, Inc.)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Triton Technology Solutions, Inc., 32234 Paseo Adelanto Suite E-1, San Juan Capistrano, California 92675 (“Consultant”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: Triton Technology Solutions, Inc.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s **September 26, 2022** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s **September 26, 2022** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: **November 4, 2022.**
- 3.4 “Expiration Date”: **July 11, 2023.**

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

**5. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Three Hundred Four Thousand Four Hundred Thirteen Dollars and Thirty -Five Cents (\$304,413.35)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Kristen Tetherton** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

**6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of

receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

**7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

**8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

**9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

**10. INDEMNIFICATION**

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of

Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of **One Million Dollars (\$1,000,000) combined single limit per accident**.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

## **12. MUTUAL COOPERATION**

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

**13. RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

**14. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

**15. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: **Michael Russo**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7363

If to Consultant:

Triton Technology Solutions,  
Inc.  
32234 Paseo Adelanto, Suite  
E-1 San Juan Capistrano, CA  
92675  
Attn: **Kristen Tetherton**  
Telephone: (949) 388-3919  
Email: kristen@tritontech.tv



With courtesy copy to:

Matthew T. Summers  
Colantuono, Highsmith & Whatley, PC  
City Attorney  
790 E. Colorado Blvd., Suite 850  
Pasadena, CA 91101  
Telephone: (213) 542-5700  
Facsimile: (213) 542-5710

**16. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

**17. TERMINATION**

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

**18. GENERAL PROVISIONS**

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 In consideration of this agreement, consultant ( or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or re-broadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**“City”**  
**City of Calabasas**

**“Consultant”**  
*Name of Company or Individual*

By: \_\_\_\_\_  
Mary Sue Maurer  
Mayor

By: \_\_\_\_\_  
Kristen Tetherton  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kindon Meik  
City Manager

By: \_\_\_\_\_  
Michael Russo  
Communications Director

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC, CPMC  
City Clerk

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Matthew T. Summers  
Colantuono, Highsmith & Whatley, PC  
City Attorney

Date: \_\_\_\_\_

EXHIBIT A  
SCOPE OF WORK



**CITY OF CALABASAS**

**REQUEST FOR PROPOSAL**

**TV PRODUCTION & AV SYSTEMS UPGRADE  
PROJECT**

Bid Due Date: September 26, 2022

**City Clerk's Office**

**City of Calabasas**

**100 Civic Center Way**

**Calabasas, CA 91302**

**Attn: TV Production & AV Systems Upgrade Project**

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Triton Technology Solutions, Inc 32234 Paseo Adelanto Suite E-1 San Juan Capistrano, CA 92675  
949.388.3919 Office \* 866.275.9175 Fax \* [www.TritonTechnologySolutions.com](http://www.TritonTechnologySolutions.com)

*This document is confidential between Triton and the City of Calabasas and cannot be shared with anyone outside of either organization without approval from either organization.*

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September 21, 2022

City Clerk's Office  
City of Calabasas  
100 Civic Way  
Calabasas, CA 91302  
Attn: TV Production & AV Systems Upgrade Project

Dear Sir or Madam,

Thank you for the opportunity to provide you pricing on your TV Production & AV Systems Upgrade Project. We have provided a proposal that is based on the scope of this project which includes the information provided in the RFP Package, attending the job walk, the Basic Systems Signal Flow Diagram, the provided equipment list, and the years of experience designing and installing similar systems.

A general scope of this project is for Triton to provide the services for design, installation, and commissioning to the following systems:

■ Council Chamber Audio Visual System which includes the following new equipment; Presentation Matrix Switcher, DSP (Digital Signal Processor), Gooseneck Microphones, Ceiling Microphone, 2 Channel RF Assistive Listening System, additional speaker for the dais, network switch, PC and miscellaneous rack and support equipment. This equipment will be controlled using (2) 12" Tabletop Control Touch Panels that Triton will Program. Triton will also be responsible for the programming of the DSP. All of this Audio-Visual Equipment will support the council meetings with some signals being integrated into the TV Broadcast and Production System. This will also include integration of existing equipment that is currently in use for the Council Chamber Audio Visual system.

■ TV Broadcast Production System which includes the following new equipment; five PTX Zoom Cameras, PTZ Camera Controller, Switcher, Switcher Panel, Audio Monitoring, Speakers, Multiview Monitoring and other required monitoring, terminal and conversion hardware, network switch, Hyperdeck recorder, PC, web streaming device, KVM and miscellaneous rack and support equipment. All of this Broadcast and Production equipment will be integrated to support the broadcast of the meetings. This will also include integration into existing On-Air Playback Automation System, Granicus Web streaming with signals also going back into the Council Chamber Audio Visual System.

■ Tie lines from Founders Hall AV System integrated into both the Council Chamber Audio Visual System and TV Broadcast Production System.

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Triton Technology Solutions, Inc 32234 Paseo Adelanto Suite E-1 San Juan Capistrano, CA 92675  
949.388.3919 Office ~ 866.275.9175 Fax ~ [www.TritonTechnologySolutions.com](http://www.TritonTechnologySolutions.com)

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City of Calabasas TV Prod & AV Sys Upgrd Prjct Prpsl\_R0.pdf Page 1 of 29



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TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

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Other services Triton will be providing as part of this project include:

- ▣ Decommission and Removal of existing systems and equipment. Triton will decommission and remove equipment that will no longer be in use.
- ▣ Design and Integration of Owner Furnished Equipment. There will be existing equipment Triton will need to include in the design and integration of the new systems.

The RFP calls for the integration contractor to fully develop and design these systems. To do this we will follow our Project Process, which regardless of size, we follow. Our Project Process which includes detailed project design, engineering, and install/build/test phase criteria. Each set of project design phase deliverables builds upon the previous one, adding definition and detail. Within each Project Phase, we follow good engineering practices and standards and abide by all required local, state, and federal codes and laws. As part of our process, Triton produces a complete set of deliverables upon project completion. These deliverables include hard and electronic copies of all "as-built" CAD drawings, all technical documentation, all equipment and system manuals, and all warranty information. Until the design is complete the city needs to consider this proposal as not final as equipment may need to change based on the final design. The RFP did not ask for the contractors to consider adding a contingency, but I would highly suggest the city adds a contingency to this project. A contingency may need to be required as equipment may need to be added or changed based on the final design.

Thank you for the consideration of our proposal. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

Kristen Tetherton  
President



TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

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## QUALIFICATIONS AND EXPERIENCE – COMPANY INFORMATION

### **Purpose**

To design and build state of the art broadcast, production, audio-visual, and content distribution systems. Triton Technology Solutions is committed to serving our clients as a technology partner.

### **Vision**

Our vision is that every Triton client would be equipped with the facilities and tools necessary for successfully completing their goals and purpose.

### **Mission Statement**

Our Mission is to turn a complex world of audio and video technology into a simple solution by:

- Providing a collaborative experience with our clients.
- Partnering with our clients as their technical experts or engineering arm.
- Providing the highest quality services and deliverables.
- Always doing what is right for our clients.
- Serving the Broadcast, Production, Sports, Corporate, House of Worship, Media/Entertainment, Education and Government Markets.
- Executing and implementing our client's visions.
- Providing support during and after project completion.

### **Licenses and Certifications**

- Triton holds a C7 Contractors License in the State of California. License # 951869
- Triton is certified as a Woman Business Enterprise Certification #: WBE1802450
- Triton is certified as a Small Business (Micro) Certification ID: 1409480
- Various certifications held by Triton's staff:
  - OSHA 10 & 30, CPR, First Aid
  - Crestron DMC-T-4K, DMC-DJ4K, DMC-E-4K, DM-NVX, DM-NVX,N
  - Audinate DANTE LEVELS 1, 2, & 3
  - Biamp Be2 Audio DSP Certification
  - AVIXA CTS
  - Zoom Room University Certifications 1-8 Partner Technical Training
  - Newtek Sales, Live Production, and 3Play Certifications

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

**QUALIFICATIONS AND EXPERIENCE – KEY PERSONNEL**

The executive in charge of this project with all engineering and management responsibilities is Brian Rose. Kristen Tetherton will be responsible for the project management and administration of the project.

The Key Personnel are:

- Kristen Tetherton, President
- Gus Allmann, Chief Technology Officer
- Brian Rose, Vice President of Engineering

Contact Information is as follows:

Kristen Tetherton	Email <a href="mailto:kristen@tritontech.tv">kristen@tritontech.tv</a>	Phone (949) 388-3919
Gus Allmann	Email <a href="mailto:gus@tritontech.tv">gus@tritontech.tv</a>	Phone (619) 990-2409
Brian Rose	Email <a href="mailto:brian@tritontech.tv">brian@tritontech.tv</a>	Phone (760) 285-7759

Following are brief biographies of the Triton team which highlight their skills, experience, and quality certifications.

**Kristen Tetherton** is one of the original founders of Triton Technology Solutions, Inc. and is the President of the company. Kristen began her career in the television broadcast, production, and audio-visual industry in 1991 after graduating San Diego State University with a Bachelor of Arts degree in mathematics. Kristen fell into this industry and became successful through hard work, diligence, and an aptitude to understand. She learned the equipment, technology, operations, and workflows of the television broadcast, production, and audio-visual industry. She had the support of several strong mentors along the way.

Kristen's career in this industry has spanned 31 years. She previously worked for Ikegami Electronics, Shoreline Video, Burst Communications and TV Magic. For the past twenty-two years Kristen has been focused on Broadcast, Production and Audio-Visual Integration Projects for local government, corporate, networks, house of worship, colleges, and universities

In 2010 Kristen decided to form Triton Technology Solutions, Inc. with partners Gus Allmann and Pat Thompson. Pat Thompson left the company in 2015 to be a stay-at-home dad. Gus Allmann and Brian Rose are Kristen's current partners.

As the President of Triton, Kristen provides strategic leadership for the company and employees. She collaborates with her team to establish long-range goals, strategies, plans and policies. She continues to collaborate directly with clients through the sales process, project management, design, and implementation of the system. Kristen surrounds herself with an effective and competent team and continues to be part of the sale process, which she thoroughly enjoys.



TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

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Kristen thrives on interesting and challenging projects. One of her most challenging projects was the installation and mounting of a 4.5M satellite dish on the top of a six-story building in downtown Los Angeles. This was challenging not because of the technology but the coordination it took with many entities; City of Los Angeles departments (Police, Permit, Traffic Control), crane, contractors, building owner, and freight carrier. One of the most interesting projects was a feasibility study and subsequent implementation of a tapeless video recording system for JAXA (the Japanese space agency) that was installed on the International Space Station.

Kristen enjoys working in this industry and has continued to learn and grow throughout her career **BECAUSE TECHNOLOGY NEVER ENDS.**

**Gus Allmann** has been actively involved in every aspect of television and related technologies since 1970. He has held many technical, operational and management positions within the industry from technician to Executive Vice President of Engineering, to presently Chief Technology Officer. He has operational experience as a camera operator, recording engineer, producer, director, and Vice President of Operations. His management expertise has been honed to a fine skill by leading diverse teams of varying skill level to obtain outstanding results in media services management, project, and program management. Gus's background gives him extensive and unique insight into all aspects of the television and media industry.

Gus's background includes 19 years with the federal government providing technical support and management of media services for 8 sites around the world. He has also technical, general and sales management of several southern California video integrators and dealerships. Gus has the business, management, and engineering expertise to provide a comprehensive understanding of any system requirements to meet a wide range of customer expectations.

In 1999, Gus founded system integrator TV Magic with Steve Rosen. Gus headed TV Magic's engineering efforts creating standards for design documentation, installation procedures and all project processes. Under Gus's direction in a few short years, TV Magic grew to be an industry leader in broadcast systems design and integration completing many high-profile projects and winning many industry kudos and awards. As Vice President of Engineering, Gus was responsible for the corporate level engineering standards, practices, and training for engineering personnel at offices in San Diego, Burbank, and New York/New Jersey. He provided critical design review of all engineers within the company including contract engineers and was the Responsible Managing Official (RMO) for the California Contractors C-7 license. While Gus supervised all engineering aspects of TV Magic projects, he maintained personal involvement as design engineer in several high-profile projects. Gus's design for Trinity Broadcasting Network's affiliate automated master control systems (160 channels across 32 affiliates) earned a prestigious Broadcast Engineering Magazine Excellence Award in 2007. Gus also completed the design and supervised integration of a state-of-the-art all digital tapeless news facility for the FOX Network affiliate in San Diego.



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TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

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Gus brings an extremely high level of knowledge, experience, and confidence in television related technologies to all of his projects. He has the foresight to "future proof" designs and to make cost effective use of available technology. Capable of "pushing the envelope," he ensures that technology is properly applied with the ergonomics of systems design and workflow patterns paramount to each project, ensuring that technical excellence does not outweigh human factors.

Gus maintains his technical expertise through direct contact with manufacturers, training programs, customers, and professional organizations such as the Society of Broadcast Engineers (SBE) and the Society of Motion Picture and Television Engineers (SMPTE), the National Systems Contractors Association (NSCA), and others. He has published articles on facility design in Broadcast Engineering and co-authored other articles for various TV Technology publications.

**Brian Rose** is Triton's Vice President of Engineering and has been in broadcast operations and engineering for more than twenty years. He began his broadcasting career at a three-station radio group in Susanville, CA. Upon moving to Las Vegas, NV, he worked as a broadcast engineer and designated Chief Engineer for radio stations KNUU and KRLV.

Shortly after moving to Las Vegas, he was hired as MIS Manager for the Talk America Radio Networks and promoted to Director of Engineering. After Talk America was purchased by the IDT Corporation, Brian supervised moving the nationally syndicated network to Newark, NJ, including the transfer of programming and operations. In addition, Mr. Rose designed and managed the construction of a new digital studio complex. This state-of-the art facility was featured in multiple industry leading trade publications including Radio World and BE Radio.

While at IDT Corporation, Brian served as Vice President of Engineering & Operations for WMET in Washington DC (another network purchased by IDT). He supervised a 50-Kilowatt power upgrade at an AM transmitter site, designed and managed the construction of a new 8500 sq. ft digital studio complex containing two production rooms, a master control studio, talk studio, and a newsroom for the WMET network.

Brian relocated back to his home-state of California in the early 2000's, where he began working at TV Magic as a Project Engineer. He participated in various projects including worship center A/V and TV production, city council chambers A/V and TV production, community center A/V projects, and more.

He supervised the offsite and onsite work for HD upgrades at both the Saddleback Church in Lake Forest, CA and for Word of Life Christian Center in Las Vegas, NV. He served as Project Engineer for the David H. Koch Theater at Lincoln Center in New York City, designing, and supervising the installation of the broadcast center, in-house IPTV system and Media Asset Management systems.

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TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

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Brian joined Triton Technology Solutions, Inc. in 2011 as a Project Engineer. Brian recently led the design teams on the City Council Chambers upgrades projects for the cities of Costa Mesa, Irvine, Santa Barbara, and Palm Springs, as well as new broadcast video and radio production facilities for Saddleback College. He oversees service work for all of Triton's service contracts providing continuity with these facilities and continues to be involved in expansions and changes at various facilities.

Certifications include: AVIXA CTS, Extron AV Associate, Biamp Be2, Crestron DMC-E-4K, Chief Certified Partner, Audinate DANTE II.

Additional training includes manufacturer training from Solid State Logic, AMX, Crestron, Evertz, Ross Video, Premier Mounts, and others.

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

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**QUALIFICATIONS AND EXPERIENCE – REFERENCES**

Triton has been designing and building similar systems to the City of Calabasas TV Production & AV System Project. Here is a list of current clients that you can contact to talk about the services we have provided them through the years including Audio Visual, Production and Broadcast Systems.

**CITY OF SANTA BARBARA**

Tony Ruggieri, Production Supervisor  
PH: (805)564-5311  
Email: [truggieri@ci.santa-barbara.ca.us](mailto:truggieri@ci.santa-barbara.ca.us)

**CITY OF IRVINE**

Tom MacDuff, Media Services Coordinator  
PH: (949) 724-6216  
Email: [tmacduff@ci.irvine.ca.us](mailto:tmacduff@ci.irvine.ca.us)

**COUNTY OF SANTA BARBARA**

Paul Westmacott, CSBTV CH 20  
PH: (805) 636-9026  
Email: [pwestmacott@countyofsb.org](mailto:pwestmacott@countyofsb.org)

**CITY OF COSTA MESA**

Jeff Trujillo, Production Coordinator  
PH: (714) 754-5171  
Email: [JEFF.TRUJILLO@costamesaca.gov](mailto:JEFF.TRUJILLO@costamesaca.gov)

**CALIFORNIA BAPTIST UNIVERSITY**

Jason Stephenson, Director of Media Production  
PH: (951) 552-8004  
Email: [jstephenson@calbaptist.edu](mailto:jstephenson@calbaptist.edu)



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TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

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## **PROJECT BACKGROUND**

The City of Calabasas has put out an RFP to upgrade their TV Production and Audio-Visual Systems.

## **SCOPE OF WORK**

This scope of work includes Triton performing all phases detailed below in our Project Process with the deliverables detailed in each phase.

Triton's Design will include the equipment specified in the RFP and quoted in this proposal. We rely heavily on our Project Process, which is outlined below. There may be equipment additions or changes as we go through this process so the city should be prepared to have a contingency added to our proposal or the contractor they choose to award this contract to.

## **PROJECT PROCESS**

This project includes our Project Process, which describes our approach and methodology to a design and build project. The entire process is made up of four phases in which each one is built upon the other.

The two phases, Program Phase and Design Phase, will require collaboration between us and the City of Calabasas to define all the project requirements. Without collaboration, it is not possible to define the customer's objectives and expectations, nor design a system that will meet them

Within both the Program and Design Phase, the client will be required to review and approve all deliverables before proceeding to the next phase. This allows the client to fully understand their systems specification, capabilities, budgets, timelines, etc. This review and approval process confirms that the design is meeting their objectives and expectations.

The Project Process includes value engineering throughout the entire process, which allows us to discuss alternative designs, products and/or processes that could be applied to the project with the benefit of saving the customer money.

Our Project Process is as follows:

- I. PROGRAM PHASE:** The first phase of the process is to develop the conceptual design and define overall project goals. This phase allows the project team to brainstorm at a high level and determine the specific functionality for each system area and location of the project. The deliverables of this phase include block and flow diagrams, a Rough Order of Magnitude (ROM) estimate of proposed equipment, space layout drawings and preliminary functional description of the system.
  - a. Conduct and attend up to 3 Meetings, one onsite and two remote meeting.**

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

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- b. Provide Needs Analysis
- c. Review Existing Documentation – Facilities
- d. Benchmark Comparable Facilities
- e. Conduct Program Meeting – Management, Operator, Engineering
- f. Program Report including:
  - i. Conceptual Design
  - ii. ROM estimate of proposed equipment
  - iii. Equipment Demonstrations
  - iv. Preliminary functional description of system
- g. This phase is signed off as completed by the client before moving to Design Phase.

**II. DESIGN PHASE:** The Design Phase refines the research and design findings from the Program Phase. This second phase takes the information from Program Phase and develops the design into detail. Once this phase is completed, the client will know everything that needs to be known about the project from a technical standpoint including how all equipment will be wired, where the equipment will be installed, what size technical furniture or number of racks will be required, as well as electrical and mechanical requirements. A final Bill of Material is prepared inclusive of specific line-item equipment lists. This phase includes the following:

- a. Conduct and attend up to four Meetings, two onsite and two remote meetings.
- b. Research Benchmark Equipment
- c. Develop System Design
- d. Establish the Infrastructure
  - i. Concept
  - ii. Schematic, Design (Wire Diagrams)
- e. Critical Design Review of Technical Systems
- f. Final space planning, floor plans, equipment locations, etc.
- g. Rack elevations and/or console and furniture layouts
- h. Mounting Details (Projector, Monitors, Cameras, etc.)
- i. I/O Panel Design and Layout
- j. Identification of power, and conduit requirements. The customer will complete the implementation of power and conduit requirements.
- k. Deliverables and Approval
  - i. Provide 11X17 Drawings using Triton Title Blocks in both hard and soft copy. Soft copy is delivered in both AutoCAD and pdf formats. Drawings include single line drawings that document every cable and all the equipment that will be installed in this project. (Cables not documented include power, keyboard, and mice.) Depending on the project other drawings may include floor plans, reflected ceiling plan, console and rack elevations.
  - ii. Provide Bill of Material (BOM) in both hard and soft copy formats. Soft copy is provided in both Excel and pdf formats. It will be formatted with the following order: item #, quantity, manufacturer, equipment model #, description, price, and extended price. If there is Customer Furnished



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TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

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- Equipment (CFE) that is required in this project, those items will be designated as CFE on the BOM with no price associated with it.
- iii. Provide Cable Database in both hard and soft copy formats. Soft copy is provided in Excel format.
- iv. Project cost quote for remaining phases.
- v. Project Timeline for remaining phases.
- I. This phase is signed off as completed by the client before moving to Installation Phase.

**III. INSTALLATION PHASE:** Once the customer approves the design, the project moves to the installation phase. Deliverables and activities in this phase are as follows:

- a. Installation Coordination Meeting
- b. Create cable labels
- c. Prepare Submittals
  - i. Shop Drawings
  - ii. Sample Finishes
  - iii. Detailed Technical Drawings
- d. Customer to procure all equipment
- e. Prepare New Site for Installation
  - i. Rack
  - ii. Grounds
  - iii. Cable Trays
- f. Pre-Assembly and testing
- g. Assemble and test the Technical System
- h. Install Equipment
- i. Run Cables
- j. Label all cables and equipment
- k. Vendor Commissioning
- l. Deliverable
  - i. All Equipment Installed
  - ii. Wiring Complete
- m. This phase is signed off as completed by the client before moving to Commissioning Phase.

**IV. COMMISSIONING PHASE:** This is the system startup phase where the equipment and wiring are tested, operational parameters set, and configured to ensure complete functionality. Triton coordinates operational training provided by the equipment manufacturer. The working system is delivered to the client as a fully functional and operating system. This phase includes system acceptance by the customer, as-built engineering drawings delivery, and overall technical system review. Deliverables and activities in this phase include:

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TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

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- a. Set equipment parameters
- b. Preliminary Tests
- c. Generate Punch List
- d. Inspect, Test, and Align System
- e. Up to 10 Hours of system and technical review for the CUSTOMER'S technical staff responsible for the maintenance and troubleshooting of the system is included at no cost. The 10 hours is over the course of two days.
- f. Deliverables
  - i. Final As-Built Engineering Drawings will be provided in both Hard and Soft Copy.
    - 1. One set of bound notebooks(s) will be provided to house the hard copy drawings printed on 11"X17" size paper.
    - 2. Two USB Drives with electronic copies of:
      - a. AutoCAD dwg files of the as-built drawings
      - b. Adobe pdf files of the as-built drawings
      - c. Microsoft Excel Wire List
  - ii. Items delivered to the customer that were included with any new equipment
    - 1. Operational Manuals (if provided by manufacturer)
    - 2. Manufacturer CD's containing the software versions and releases installed on the equipment (if applicable)
    - 3. Equipment accessories/options not needed during the installation
    - 4. Other technical information that may have been provided
- g. Project Sign Off from Client



**CALABASAS PROJECT SCHEDULE**      **DATE: 9/20/22**  
**REVISION: 0**

**BIDDING AND CONTRACT PHASE**

Name	Assigned To	Timeline - Start	Timeline - End	MEETING TYPE
Bid due date	Triton	2022-09-26	2022-09-26	N/A
Bid Awarded	Calabasas	2022-09-26	2022-10-26	N/A
Contract or PO executed	Calabasas	2022-11-04	2022-11-04	N/A
		2022-09-26	2022-11-04	

**PROGRAM PHASE**

Name	Assigned To	Timeline - Start	Timeline - End	MEETING TYPE
Kick Off Meeting	Triton, Calabasas	2022-11-11	2022-11-11	Onsite
Develop Conceptual Design	Triton	2022-11-14	2022-12-02	N/A
Review of Conceptual Design	Triton, Calabasas	2022-12-06	2022-12-06	Remote
Update Conceptual Design and ROM Budget	Triton	2022-12-07	2022-12-23	N/A
Final Conceptual Design and ROM Budget Meeting	Triton, Calabasas	2022-12-26	2022-12-26	Remote
Conceptual Design and ROM Budget Approval	Calabasas	2022-12-27	2023-01-06	N/A
Order Equipment with Long Lead Times	Triton	2023-01-09	2023-01-13	N/A
		2022-11-11	2023-01-13	

**DESIGN PHASE**

Name	Assigned To	Timeline - Start	Timeline - End	MEETING TYPE
Detail Drawing Development	Triton	2023-01-16	2023-02-17	N/A
Detail Drawing Review	Triton, COSB	2023-02-22	2023-02-22	Onsite
Detail Drawing Finalization	Triton	2023-02-23	2023-03-17	N/A
Final Design and Bill of Materials Review	Triton, COSB	2023-03-22	2023-03-22	Onsite
Detail Design and Bill of Materials Approval		2023-03-23	2023-03-31	N/A
		2023-01-16	2023-03-31	

**INSTALLATION PHASE**

Name	Assigned To	Timeline - Start	Timeline - End	MEETING TYPE
Order remaining equipment and materials	Triton	2023-04-03	2023-04-07	N/A
Receive Equipment and Materials	Triton	2023-04-10	2023-06-02	N/A
Onsite Installation	Triton	2023-06-05	2023-06-23	Onsite
		2023-04-03	2023-06-23	

**COMMISSIONING PHASE**

<b>Name</b>	<b>Assigned To</b>	<b>Timeline - Start</b>	<b>Timeline - End</b>	<b>MEETING TYPE</b>
Commission Equipment	Triton	2023-06-26	2023-06-30	Onsite
Training 1st Day	Triton, Calabasas	2023-06-30	2023-06-30	Onsite
Training on 2nd Day	Triton, Calabasas	2023-07-11	2023-07-11	Onsite
Triton Attend 1st Meeting	Triton, Calabasas	2023-07-11	2023-07-11	Onsite
Delivery of As-Built Drawings and Sign Off	Triton	2023-07-11	2023-07-11	N/A
Calabasas Sign off on Project	COSB	2023-07-11	2023-07-11	N/A
		<b>2023-06-26</b>	<b>2023-07-11</b>	



TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

**PRICING**

The total for the project is as follows:

 AV Presentation:	<b>\$143,749.63</b>
 TV Broadcast Production:	<b>\$160,663.72</b>
<hr/>	
<b>PROJECT TOTAL:</b>	<b>\$304,413.35</b>
  Optional Annual Service Agreement:	<b>\$ 13,250.00<sup>1</sup></b>
<small><sup>1</sup>Not included in project total above.</small>	

Following this page is the breakdown of the AV Presentation and TV Broadcast Production Individual costs for the equipment, labor, and installation materials prices.







The Optional Annual Service Agreement will follow the breakdown of costs for the AV Presentation and TV Broadcast System costs.

**PAYMENT TERMS**


Payment terms for this project is as follows:

**EQUIPMENT AND INSTALLATION MATERIALS** - Equipment and Installation materials to be invoiced once shipped to your warehouse, or Triton's, whichever occurs first with payment due in Net 30 days.

**LABOR** – Labor to be invoiced with payment due in Net 30 days at the following milestones:

-  10% of the Labor to be invoiced at time of kick off meeting
-  10% to be invoiced at time that conceptual drawing is delivered for review.
-  10% to be invoiced at time that 1<sup>st</sup> single line drawing is delivered for review.
-  30% to be invoiced at the completion of the first week of installation.
-  30% to be invoiced at the completion of the 3<sup>rd</sup> week of being onsite.
-  10% to be invoiced upon the delivery of the As-Built Drawings.

ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
<div style="display: flex; justify-content: space-between;"> <div> <p>CUSTOMER City of Calabasas ADDRESS CONTACT PHONE # EMAIL</p> </div> <div style="text-align: center;">  <p>32234 Paseo Adelanto Suite E-1   San Juan Capistrano, CA 92675 phone: 949.388.3919   fax: 866.275.9175 www.TritonTechnologySolutions.com   contractor's license #951869</p> </div> <div> <p>QUOTE DATE September 22, 2022 PROPOSAL # Calabasas BOM_V0 AV PRESENTATION SHEET TAB: SYSTEM</p> </div> </div>						
<b>VIDEO PRESENTATION AND CONTROL</b>						
1	1	Extron	60-1545-009067	AV CrossPoint Series matrix switcher router Custom XTP II 1600-AAEEEE80 XTP II CROSSPOINT 1600 FRAME XTP CP 4i 4K INPUT - 26W XTP CP 4i 4K INPUT - 26W XTP II CP 4i HDMI 4K PLUS INPUT XTP II CP 4i HDMI 4K PLUS INPUT XTP CP 4o 4K OUTPUT - 26W XTP CP 4o 4K OUTPUT - 26W XTP II CP 4o HDMI 4K PLUS OUTPUT XTP MATRIX I/O BLANK PLATE <i>NOTE: This frames input slots are filled and there is only one output slot available. To move to the next size frame is approximately \$10,000 more..</i>	\$24,052.00	\$24,052.00
2	2	Extron		Matrix Switcher Input Receiver Board - <i>Included in above</i>	\$0.00	\$0.00
3	2	Extron		Matrix Switcher Output Transmit Board - <i>Included in above</i>	\$0.00	\$0.00
4	2	Extron		Matrix HDMI Board Input Board - <i>Included in above</i>	\$0.00	\$0.00
5	1	Extron		Matrix HDMI Board Output Board - <i>Included in above</i>	\$0.00	\$0.00
6	4	Extron	60-1524-01	XTP SR HD 4K HDMI Twisted Pair Scaling Receiver	\$853.00	\$3,412.00
7	4	Extron	60-1524-12	XTP T HD 4K HDMI to Twisted Pair Transmitter <i>Note: This called for scaling but Extron offers only scaling on receivers, not transmitters.</i>	\$822.00	\$3,288.00
8	4	Extron	60-1524-12	XTP T HD 4K PC/Laptop connection transmitters	\$822.00	\$3,288.00
9	1	Extron	60-1429-01	IPCP PRO 250 Control Processor	\$822.00	\$822.00
10	2	Extron	60-1788-02	TLP Pro 1225TG 12" Tabletop Control Touch Panel	\$3,162.00	\$6,324.00
11	2	Extron	60-1361-01	PI 140 POE Injectors	\$209.00	\$418.00
12	1	Barco	C-10	ClickShare Includes C-10 Base and (1) Gen4 Button	\$1,437.00	\$1,437.00
13	8	Lilliput	A11	10.1" 4K HDMI & 3G Monitor	\$312.00	\$2,496.00
14	8	VIVO	STAND-V001R	Tiltable Low Profile Monitor Stand	\$75.00	\$600.00
15	2	AJA	3GDA-R0	1:6 HD DA - 1x6 3G HD/SD SDI reclocking Distribution Amplifier, 120M 3G Cable Equalization	\$399.00	\$798.00
16	1	Netgear	GSM4352PA-100NES	Netgear M4300 - 48x1G PoE+ 480W, 2x10G, 2xSFP+ Managed Switch <i>Note: Cisco switches are not available. The City can supply the switches if they have access to Cisco.</i>	\$2,533.00	\$2,533.00
<b>SUBTOTAL:</b>						<b>\$49,468.00</b>
<b>SOUND REINFORCEMENT</b>						
17	7	Shure	MX418D/C	Desktop Microphones 18" Gooseneck w/LED & Desktop Base	\$299.00	\$2,093.00
18	1	Biamp	Tesira Server IO-AVB	DSP Digital Signal Processor Server Chassis w 48 Channel I/O	\$5,063.00	\$5,063.00
19	1	Biamp	Tesira SVC-2	DSP Modular Phone VOIP/SIP Receiver Card	\$444.00	\$444.00
20	3	Biamp	Tesira SIC-4	DSP 4 Input Mic/Line Card	\$257.00	\$771.00
21	1	Audix	MW70WD / DN43	The M70WD is a steerable, flush-mount condenser microphone designed for distance miking. The DN43 is an analog-to-Dante (or AES67) interface for the Audix M3 tri-element microphone. <i>Note: Biamp JB-CM1 is discontinued with no replacement.</i>	\$1,208.00	\$1,208.00
22	2	Biamp	Tesira SOC-4	DSP 4 Output Line Card	\$225.00	\$450.00
23	1	Biamp	Tesira DAN-1	DSP 64x64 Dante Module	\$1,032.00	\$1,032.00
24	1	Biamp	EX-LOGIC	Ethernet Logic 16 Channel	\$438.00	\$438.00
25	1	Marshall	AR-DM51-B	1RU Digital Audio Monitor/Speaker Rack Mount	\$892.00	\$892.00
26	4	Ross	ADA-8405-C-R2C	1 x 4 Stereo Analog Audio DA	\$437.00	\$1,748.00
27	1	Listen Tech	LS-31-072	3 Channel RF Assistive Listening System Includes: One (1) LT-803-072-01 3-Channel RF Transmitter (72 MHz) One (1) LA-122 Universal Antenna Kit One (1) LA-326 Universal Rack Mounting Kit Four (4) LR-3200-072 Intelligent DSP RF Receiver Four (4) LA-401 Universal Ear Speaker Two (2) LA-430 Intelligent Ear Phone/Neck Loop Lanyard One (1) LPT-A107-B Dual RCA to Dual RCA Cable 6.6 ft (2 m) One (1) LA-423-01 4-Port USB Charger One (1) LA-304 Assistive Listening Notification Signage Kit <i>Additional Receivers, or Neck Loops maybe required depending on occupancy of council chamber</i>	\$1,276.00	\$1,276.00
28	2	Shure	MXN5W-C+TB-V	Stereo Speakers for Directional Dais Sound	\$437.00	\$874.00
<b>SUBTOTAL:</b>						<b>\$16,289.00</b>
<b>NETWORKING SYSTEM</b>						
29	1	Netgear	GSM4352PA-100NES	Netgear M4300 - 48x1G PoE+ 480W, 2x10G, 2xSFP+ Managed Switch <i>Note: Cisco switches are not available. The City can supply the switches if they have access to Cisco.</i>	\$2,533.00	\$2,533.00

CUSTOMER City of Calabasas		 <p>32234 Paseo Adelanto Suite E-1   San Juan Capistrano, CA 92675          phone: 949 388-3919   fax: 856-275-9175          www.TritonTechnologySolutions.com   contractor's license #951869</p>		QUOTE DATE September 22, 2022		
ADDRESS				PROPOSAL # Calabasas BOM_V0		
CONTACT				AV PRESENTATION		
PHONE #				SHEET TAB: SYSTEM		
EMAIL						
ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
30	1			Miscellaneous Cabling <u>Included in Materials cost below</u>	\$0.00	\$0.00
SUBTOTAL:						\$2,533.00
<b>CONSOLE RACKS AND SUPORT EQUIPMENT</b>						
31	1			Miscellaneous Rack Support and Modification Hardware <u>Allotment Estimated Budget</u>	\$750.00	\$750.00
SUBTOTAL:						\$750.00
<b>PC/SERVER EQUIPMENT</b>						
32	1	Dell	Precision 7920 Rack Workstation	Intel® Xeon® Bronze 3204 (8.25 MB cache, 6 cores, 6 threads, up to 1.90 GHz, 85 W) *Windows 11 Pro for Workstations * NVIDIA T400 4GB, GDDR6 * 16 GB, 2X8 GB memory * 2.5" 500GB 7200rpm SATA Hard Drive * Precision 7920 Rack Chassis CL  Note: Dell 3930 Precision Rack GEN10 Server Intel Xeon E-2134 Processor, 16GB 500W PS not available There are two models of 3930 9th generation available	\$3,022.00	\$3,022.00
SUBTOTAL:						\$3,022.00
<b>OWNER FURNISHED CONTRACTOR INSTALLED (PROVISIONING REQUIRED)</b>						
33	1			Digital Speaker Timer System Trigger integration	\$0.00	\$0.00
34	1			Integration of 9 additional current mics (2 wireless)	\$0.00	\$0.00
35	1			Existing Power Amplifiers and Speakers	\$0.00	\$0.00
36	1			Current AV sources processing through new system	\$0.00	\$0.00
37	1			I/O panels in Chamber (replacing some connections)	\$0.00	\$0.00
SUBTOTAL:						\$0.00
<b>SYSTEM INTEGRATION</b>						
38	1	Triton	LABOR	Project Development, System Design, Drawings and Docs	\$11,075.00	\$11,075.00
39	1	Triton	LABOR	Installation of Systems and Equipment	\$22,000.00	\$22,000.00
40	1	Triton	LABOR	Onsite Commissioning and Programming of Systems	\$19,500.00	\$19,500.00
41	1	Triton	LABOR	System Training 10 hours total 2 separate days	\$1,500.00	\$1,500.00
SUBTOTAL:						\$54,075.00
<b>INSTALLATION MATERIALS</b>						
42	1	Triton	MATERIALS	Installation Materials includes non-plenum cables, connectors, rack screws, cable labels, cable ties and other consumables required for the installation of the above equipment	\$8,034.00	\$8,034.00
SUBTOTAL:						\$8,034.00
<b>TERMS AND CONDITIONS:</b> 1. This quotation is valid for 30 days from quote date. 2. Payment terms available upon credit approval. 3. Pricing is based on a cash discount, not the use of a credit card. Payments made by credit cards will incur a 4% increase to the total. 4. Ground freight is estimated and billed at the cost Triton incurs. 5. Labor quoted, is not a condition of the equipment being purchased from Triton. 6. This information is confidential between Triton and the named Customer above and cannot be shared with anyone outside of either organization without approval from either organization. 7. Freight is taxable when Triton receives the equipment then either delivers it or ships it to the customer. Freight is non taxable when Triton's supplier ships directly to the customer.				VIDEO PRESNETATION AND CONTROL:		\$49,468.00
				SOUND REINFORCEMENT:		\$16,289.00
				NETWORKING SYSTEMS:		\$2,533.00
				CONSOLE RACKS AND SUPPORT EQUIPMENT:		\$750.00
				PC SERVER EQUIPMENT:		\$3,022.00
				OWNER FURNISHED CONTRACTOR INSTALLED (PROVISIONING REQUIRED):		\$0.00
				INSTALLATION MATERIALS:		\$8,034.00
				GROUND FREIGHT ESTIMATE BILLED AT COST (DROP SHIP TO CLIENT NON-TAXABLE):		\$1,762.11
				TAX @:	9.50%	\$7,776.52
				SYSTEM INTEGRATION LABOR:		\$54,075.00
CALIFORNIA E-WASTE RECYCLE FEE:						
\$4.00/Monitor 4" - 14.99"						
\$5.00/Monitor 15"-34.99"						
\$6.00/Monitor 35" or larger						\$40.00
<b>TOTAL:</b>						\$143,749.63



CUSTOMER: City of Calabasas  
 ADDRESS:  
 CONTACT:  
 PHONE #:  
 EMAIL:



32234 Paseo Adelanto Suite E-1 | San Juan Capistrano, CA 92675  
 phone: 949.388.3919 | fax: 866.275.9175  
 www.TritonTechnologySolutions.com | contractor's license #951869

QUOTE DATE: September 22, 2022  
 PROPOSAL #: Calabasas BOM\_V0  
 SHEET TAB: TV BROADCAST PRODUCTION

ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
<b>CAMERA/ROBOTICS SYSTEMS &amp; GRAPHICS</b>						
1	5	Panasonic	AW-UE50KPJ	24X Optical Zoom PTZ Camera (Black)	\$2,974.00	\$14,870.00
2	1	Panasonic	AW-RP60GJ5	Touchscreen Remote Camera Controller	\$2,002.00	\$2,002.00
3	1			Bracket Allotment and Connection Point Wall Mount or Ceiling Mount Hardware with 1 Gang Connection Plate	\$299.00	\$299.00
4	1	Newblue	Fusion 2 SDI	1 RU 1 Channel Rack Unit HD Character Generator	\$8,466.00	\$8,466.00
				<b>SUBTOTAL:</b>		<b>\$25,637.00</b>
<b>SWITCHER, MIXER AND MONITORING SYSTEMS</b>						
5	1	Blackmagic Design	BMD-SWATEMSCN2/1ME2/HD	ATEM 2 M/E Constellation HD Live Switcher	\$1,478.00	\$1,478.00
6	1	Blackmagic Design	BMD-SWPANELADV1ME10	ATEM 1 M/E Advanced Panel	\$2,765.00	\$2,765.00
7	1	Mackie	MAC-2047800-00	Big Know Passive 2X2 Studio Monitor Controller	\$67.00	\$67.00
8	1	Blackmagic Design	BMD-HDL-AUDMON1RU12G	Audio Monitor 12G (1 RU)	\$1,111.00	\$1,111.00
9	2	Genelec	8030CP	8030C Active 5-Inch Studio Monitor (Single) Includes Isopod Stand	\$569.00	\$1,138.00
10	2	Genelec	8000-402B	Adjustable Wall Mount Bracket for 8320	\$112.00	\$224.00
11	2	Plura	PBM-332-3G	32in 3G HD-SDI Monitor w/ Dual Display Capability	\$5,249.00	\$10,498.00
12	2	Samsung	QB55B	55" Class HDR 4K UHD Commercial LED Monitor (for multiview)	\$1,090.00	\$2,180.00
13	4	Dell	P2422H	23.8" 16:9 IPS Monitor with HDMI/DP/VGA	\$295.00	\$1,180.00
14	2	Chief	MTM1U	Fusion Series Tilting Landscape wall mount	\$215.00	\$430.00
15	4	Laguna Design		Rack Console Monitor Arm	\$315.00	\$1,260.00
				<b>SUBTOTAL:</b>		<b>\$22,331.00</b>
<b>TERMINAL, ROUTING HARDWARE AND CONVERSION</b>						
16	1	Ross	SRG-2200	Sync/Test Generator Master Signal Reference	\$5,718.00	\$5,718.00
17	2	Ross	OGX-FR-C	Ross Open Gear 2RU Frame	\$1,537.00	\$3,074.00
18	2	Ross	PS-OGX	Redundant Power Supply	\$700.00	\$1,400.00
19	1	Ross	MUX-8258-4C-R2C	HDSDI VDA Embedder w/Analog Audio Card	\$1,459.00	\$1,459.00
20	1	Ross	DMX-8259-4C-R2C	Demux HDSDI in and 4 Analog Audio out Card	\$1,459.00	\$1,459.00
21	2	Ross	SRA-8802-R2	HDSDI VDA 1 x 8 Card	\$484.00	\$968.00
22	2	Ross	UDA-8705A-R2L	1 x 8 Analog Distribution (for Genlock distro)	\$356.00	\$712.00
23	4	Ross	ADA-8405-C-R2C	1 x 4 Stereo Analog Audio DA	\$437.00	\$1,748.00
24	1	Ross	NTP-2200	Network Time Protocol Client Op. Clock & Synchronizer	\$858.00	\$858.00
25	1	ESE	ES 562UE P OPTION	55 Inch Combo Clock/Up & Down Timer - 12 Hour - Black with Option P 19 Inch Rack Mount	\$487.00	\$487.00
26	2	AJA	ROI-HDMI	Region Of Interest HDMI to SDI Mini Converter	\$981.00	\$1,962.00
27	2	AJA	HA5-PLUS	HDMI to HDSDI Video Converter	\$399.00	\$798.00
28	2	AJA	HI5-PLUS	HD/SD-SDI to HDMI Video and Audio Converter	\$399.00	\$798.00
29	1	AJA	3G-AMA	Analog Audio Embedder	\$790.00	\$790.00
30	1	AJA	UTAP-SDI	USB 3.1 Gen 1 Powered SDI Capture Device	\$347.00	\$347.00
31	5	AJA	UDC	UDC Up down Cross converters	\$695.00	\$3,475.00
				<b>SUBTOTAL:</b>		<b>\$26,053.00</b>
<b>NETWORK AND RECORDING SYSTEMS</b>						
32	1	Netgear	NGR-GSM4230PX100NAS	Netgear M4250 26G4XF POE+ MNGD 1.0 SWITCH, AV Line 24x1G PoE+ 480W 2x1G and 4xSFP+, Managed Switch <i>Note: Cisco switches are not available. The City can supply the switches if they have access to Cisco.</i>	\$1,613.00	\$1,613.00
33	1	Blackmagic Design	BMD-HYPERD/ST/DCHP	Hyperdeck Studio HD Plus	\$625.00	\$625.00
34	8	AngelBird	AV Pro MK2 V90 SDXC 128GB	128GB SDXC V90 Memory Card for Recording Full HD, 4K+ and RAW Video/Photo <i>Note: SanDisk is not authorized to be used with Blackmagic Hyperdeck Studio HD Plus</i>	\$142.00	\$1,136.00
				<b>SUBTOTAL:</b>		<b>\$3,374.00</b>
<b>CONSOLE RACKS AND SUPPORT EQUIPMENT</b>						
35	1			Miscellaneous Rack Support and Modification Hardware allotment <b>ESTIMATED</b>	\$2,500.00	\$2,500.00
				<b>SUBTOTAL:</b>		<b>\$2,500.00</b>
<b>PC/SERVER EQUIPMENT, WEBSTREAMING</b>						

CUSTOMER: City of Calabasas  
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QUOTE DATE: September 22, 2022  
 PROPOSAL #: Calabasas BOM\_V0  
 SHEET TAB: TV BROADCAST PRODUCTION

ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE																																																
36	1	Dell	Precision 7920 Rack Workstation	Intel® Xeon® Bronze 3204 (8.25 MB cache, 6 cores, 6 threads, up to 1.90 GHz, 85 W) *Windows 11 Pro for Workstations * NVIDIA T400 4GB, GDDR6 * 16 GB, 2X8 GB memory * 2.5" 500GB 7200rpm SATA Hard Drive * Precision 7920 Rack Chassis CL Note: Dell 3930 Precision Rack GEN10 Server Intel Xeon E-2134 Processor, 16GB 500W PS not available There are two models of 3930 9th generation available	\$3,022.00	\$3,022.00																																																
37	1	AJA	HELO	Web streaming Device	\$1,216.00	\$1,216.00																																																
<b>SUBTOTAL:</b>						<b>\$4,238.00</b>																																																
<b>KVM AND UPS EQUIPMENT</b>																																																						
38	1	Blackbox	KV0416A-R2	CX(KVM) Switch Server w/4 Users and 16 PC. KVM Switch - (1) Local Console Port + (4) Users, (16) Servers, CATX	\$2,491.00	\$2,491.00																																																
39	2	Blackbox	KV04-REM	KVM Remote Unit User Stations	\$494.00	\$988.00																																																
40	6	Blackbox	KV1408A	Access Module - DisplayPort, HDMI, USB, & Audio (CAT)	\$288.00	\$1,728.00																																																
<b>SUBTOTAL:</b>						<b>\$5,207.00</b>																																																
<b>OWNER FURNISHED CONTRACTOR INSTALLED (PROVISIONING REQUIRED)</b>																																																						
41	1	Yamaha	DM-1000 V2	Yamaha Mixer to continue to server TV but no longer AV	\$0.00	\$0.00																																																
42	1			Up/Down/Cross Conversion from Library Cameras and AV System Outputs	\$0.00	\$0.00																																																
43	1			Playback System interfaces	\$0.00	\$0.00																																																
44	1			Console Furniture in Control Room	\$0.00	\$0.00																																																
45	1			Tie lines as necessary	\$0.00	\$0.00																																																
46	1			Incoming Cameras from Library System (SDI)	\$0.00	\$0.00																																																
<b>SUBTOTAL:</b>						<b>\$0.00</b>																																																
<b>SYSTEM INTEGRATION</b>																																																						
47	1	Triton	LABOR	Project Development, System Design, Drawings and Docs	\$11,500.00	\$11,500.00																																																
48	1	Triton	LABOR	Installation of Systems and Equipment	\$25,750.00	\$25,750.00																																																
49	1	Triton	LABOR	Onsite Commissioning and Programming of Systems	\$11,130.00	\$11,130.00																																																
50	1	Triton	LABOR	System Training, 10 hours total, 2 separate days	\$1,500.00	\$1,500.00																																																
<b>SUBTOTAL:</b>						<b>\$49,880.00</b>																																																
<b>INSTALLATION MATERIALS</b>																																																						
51	1	Triton	MATERIALS	Installation Materials includes non-plenum cables, connectors, rack screws, cable labels, cable ties and other consumables required for the installation of the above equipment	\$8,374.00	\$8,374.00																																																
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<b>TERMS AND CONDITIONS:</b> 1. This quotation is valid for 30 days from quote date. 2. Payment terms available upon credit approval. 3. Pricing is based on a cash discount, not the use of a credit card. Payments made by credit cards will incur a 4% increase to the total. 4. Ground freight is estimated and billed at the cost Triton incurs. 5. Labor quoted, is not a condition of the equipment being purchased from Triton. 6. This information is confidential between Triton and the named Customer above and cannot be shared with anyone outside of either organization without approval from either organization. 7. Freight is taxable when Triton receives the equipment then either delivers it or ships it to the customer. Freight is non taxable when Triton's supplier ships directly to the customer.				<table border="1"> <tr> <td><b>CAMERA/ROBOTICS SYSTEMS &amp; GRAPHICS:</b></td> <td></td> <td><b>\$25,637.00</b></td> </tr> <tr> <td><b>SWITCHER, MIXER AND MONITORING SYSTEMS:</b></td> <td></td> <td><b>\$22,331.00</b></td> </tr> <tr> <td><b>TERMINAL, ROUTING HARDWARE AND CONVERSION:</b></td> <td></td> <td><b>\$28,053.00</b></td> </tr> <tr> <td><b>NETWORK AND RECORDING SYSTEMS:</b></td> <td></td> <td><b>\$3,374.00</b></td> </tr> <tr> <td><b>CONSOLE RACKS AND SUPPORT EQUIPMENT:</b></td> <td></td> <td><b>\$2,500.00</b></td> </tr> <tr> <td><b>PC/SERVER EQUIPMENT, WEBSTREAMING:</b></td> <td></td> <td><b>\$4,238.00</b></td> </tr> <tr> <td><b>KVM AND UPS EQUIPMENT:</b></td> <td></td> <td><b>\$5,207.00</b></td> </tr> <tr> <td><b>OWNER FURNISHED CONTRACTOR INSTALLED (PROVISIONING REQUIRED):</b></td> <td></td> <td><b>\$0.00</b></td> </tr> <tr> <td><b>INSTALLATION MATERIALS:</b></td> <td></td> <td><b>\$8,374.00</b></td> </tr> <tr> <td><b>GROUND FREIGHT ESTIMATE BILLED AT COST (DROP SHIP TO CLIENT NON-TAXABLE):</b></td> <td></td> <td><b>\$3,419.99</b></td> </tr> <tr> <td><b>TAX @:</b></td> <td><b>9.50%</b></td> <td><b>\$9,607.73</b></td> </tr> <tr> <td><b>SYSTEM INTEGRATION LABOR:</b></td> <td></td> <td><b>\$49,880.00</b></td> </tr> <tr> <td><b>CALIFORNIA E-WASTE RECYCLE FEE:</b></td> <td></td> <td></td> </tr> <tr> <td>\$4.00/Monitor 4" - 14.99"</td> <td></td> <td></td> </tr> <tr> <td>\$5.00/Monitor 15"-34.99"</td> <td></td> <td></td> </tr> <tr> <td>\$6.00/Monitor 35" or larger</td> <td></td> <td><b>\$42.00</b></td> </tr> </table>			<b>CAMERA/ROBOTICS SYSTEMS &amp; GRAPHICS:</b>		<b>\$25,637.00</b>	<b>SWITCHER, MIXER AND MONITORING SYSTEMS:</b>		<b>\$22,331.00</b>	<b>TERMINAL, ROUTING HARDWARE AND CONVERSION:</b>		<b>\$28,053.00</b>	<b>NETWORK AND RECORDING SYSTEMS:</b>		<b>\$3,374.00</b>	<b>CONSOLE RACKS AND SUPPORT EQUIPMENT:</b>		<b>\$2,500.00</b>	<b>PC/SERVER EQUIPMENT, WEBSTREAMING:</b>		<b>\$4,238.00</b>	<b>KVM AND UPS EQUIPMENT:</b>		<b>\$5,207.00</b>	<b>OWNER FURNISHED CONTRACTOR INSTALLED (PROVISIONING REQUIRED):</b>		<b>\$0.00</b>	<b>INSTALLATION MATERIALS:</b>		<b>\$8,374.00</b>	<b>GROUND FREIGHT ESTIMATE BILLED AT COST (DROP SHIP TO CLIENT NON-TAXABLE):</b>		<b>\$3,419.99</b>	<b>TAX @:</b>	<b>9.50%</b>	<b>\$9,607.73</b>	<b>SYSTEM INTEGRATION LABOR:</b>		<b>\$49,880.00</b>	<b>CALIFORNIA E-WASTE RECYCLE FEE:</b>			\$4.00/Monitor 4" - 14.99"			\$5.00/Monitor 15"-34.99"			\$6.00/Monitor 35" or larger		<b>\$42.00</b>
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Professional Services Agreement  
 City of Calabasas/ Triton Technology Solutions, Inc.

CUSTOMER: City of Calabasas ADDRESS: CONTACT: PHONE #: EMAIL:	 <p><b>TRITON</b>                  TECHNOLOGY SOLUTIONS                  BECAUSE TECHNOLOGY NEVER ENDS</p> <p>32234 Paseo Adelanto Suite E-1   San Juan Capistrano, CA 92675                  phone: 949.388.3919   fax: 866.275.9175                  www.TritonTechnologySolutions.com   contractor's license #951869</p>	QUOTE DATE: September 22, 2022 PROPOSAL #: Calabasas BOM_V0 SHEET TAB: TV BROADCAST PRODUCTION
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ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
TOTAL:						\$160,663.72



TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

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## **ANNUAL SERVICE AGREEMENT**

The following Annual Service Agreement would be put in place after the end of Triton's standard warranty.

The cost for this agreement is \$13,250.00 for one year. This includes \$1,000 allocated to be used for outside repair fees, materials/equipment, or freight fees. Outside repair fees would include bench work or repair services a manufacturer charges if equipment requires repair. Materials include cables, connectors, and other consumables that may be required as well as any low-cost equipment that may be required. Freight fees would be charged at Triton's cost to ship any equipment that required repair by a manufacturer. The outside repair fees, material/equipment or freight fees would only be billed if required. Any outside repair fees would need to be approved by City staff prior to the repair occurring.

Triton Technology will contract with the City of Calabasas to provide support services for a period of one year from the date of contract or purchase order. Any future upgrades to these systems performed by Triton or backed with system documentation will be supported during the term of the contract.

The support services will include:

- Triton will provide one engineer to come on site four times annually for an eight-hour service day. If two engineers are required for a single visit you can use two of your days to have two engineers onsite the same day.
- The service appointment will be scheduled 30 days prior to the service. We will try to accommodate scheduling this service sooner for an emergency or special event.
- Triton may perform the following tasks as time allows and in coordination with the City's coordinated prioritization which would be agreed upon prior to visit. Not all these items apply to all systems.
  - Cleaning equipment of dust including vacuuming of filters and equipment.
  - Confirm all video and audio levels are set properly and adjust, as necessary.
  - Make any repairs or settings changes to the system that the client has notified Triton of prior to visit. Equipment requiring repair will follow procedures listed below.
  - Calibrate camera settings including color, sync, black & white balance
  - Verify Blackburst or other sync signals are correctly implemented and functional in any systems requiring it.
  - Verify equipment software and firmware are up to date if needed including Engineering PC and other PC-based systems. Note that any changes to software or firmware are performed on an "as needed" basis in coordination with City staff and manufacturer.
  - Check health of hard drives, SAN, or NAS systems.
  - Check hard drive storage availability on systems and optimize or create rules and workflow adjustments in coordination with staff if needed. This can include the use of watch folders and other automatic tools.

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

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- ◆ Check microphones, audio mixer and audio system including mixer and potentially DSP settings
  - ◆ Check input/output functionality at I/O or BSP panels
  - ◆ Remove unnecessary video and audio patch cables in coordination with staff and testing as several systems are undocumented currently.
  - ◆ Test and calibrate mixer levels and work with client to adjust presets if needed
  - ◆ Overall system training which may not include specific equipment training.
  - ◆ Install new equipment at the visit if coordinated in advance of the visit. (This may require a design, other equipment, specialized installation materials or new cables pulled that may not be possible without prior coordination).
- ◆ Provide written report of services performed including any recommendations or items that need to be addressed in the form of a report provided with one week of site visit.
  - ◆ Once notified of a condition or issue or an issue is observed onsite, Triton will provide phone and/or email technical support within 4 hours of the initial notification. This assumes initial notification would be within normal business hours not including weekends or holidays and the response would be within normal business hours as well. Once the problem has been identified Triton will help the client through the phone or email to find a work around if possible. If no work around is possible, then Triton will schedule an appointment to come onsite at the first available opportunity.
  - ◆ Unlimited phone, offsite remote access support, text and/or email support during normal business hours, M-F 8am – 5pm excluding weekends and holidays for system technical problems.
  - ◆ This contract includes offsite time for research of any potential solutions, working with the device manufacturer's tech support on behalf of the city and in coordination with city staff if needed, or coordination of RMA's.
  - ◆ Offsite remote access via Internet is included in this agreement if the city allows access to Triton's personnel. See Triton's "Triton's Data and Network Security Liability Disclosure" for more information. All remote access systems to be provided by City of Santa Barbara and access must be approved for each instance.
  - ◆ Consumables such as cables, connectors, solder, rack screws, or other consumables used or required during a service and or repair, will be provided by Triton. Triton will however bill these items against the \$1,000 allocated for these items. In most cases this cost is minimal (\$250 or less) per service call. However, if a need arises requiring a substantial use of materials for a service call, Triton will identify these costs and will get approval from the City's staff prior to the service call.
  - ◆ Any changes made to the system, during a regular scheduled maintenance appointment, which requires the existing documentation to be updated, Triton will update the documentation and provide both AutoCAD and pdf files to the city.

For any equipment that requires offsite repair by either the manufacturer or an authorized repair facility, Triton will provide the following service:

- ◆ Triton will work directly with the manufacturer through the troubleshooting and return authorization process.



TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

- Once Triton receives a proposal for the service work (sometimes this information can be given prior to the manufacturer receiving the product and other times they need to physically evaluate the unit) we will provide a proposal to the city. The repair would not be completed until the city staff approves the repair cost.
- Triton will uninstall the equipment during the planned service visit. Triton will package it and ship it using ground freight except under the following conditions: expedited shipment, packaging for oversized items, palletized equipment, or items required to go by truck. These exceptions will be invoiced directly to the City at Triton's cost.
- Once the item is repaired and sent back, either the city's own staff can reinstall it or Triton. If Triton reinstalls it, the city can elect to use one of the four annual service days they have available, or Triton will invoice this at the hourly service rates.
- Triton will try in good faith to acquire loaner equipment from the manufacturer while the city's equipment is in for repair. If none is available the city has the option to rent equipment, which is not included in this contract.

For services outside of the standard agreement the following rates will apply and are billable to the city:

EMPLOYEE	OFF SITE HOURLY RATE	ON SITE DAILY RATE
Design Engineer	\$125.00	\$2,100.00
Project Engineer	\$100.00	\$1,800.00
Project Manager	\$125.00	\$2,100.00
Software Programmer	\$150.00	\$2,250.00
Install Supervisor (Prevailing wage rate)	\$110.00	\$1,950.00
Installer (Prevailing wage rate)	\$95.00	\$1,750.00
General Administration	\$60.00	N/A

These rates will be invoiced as follows:

- Any service outside of the Standard Agreement will need City approval prior to the service being completed.
- All hourly services will be billed in 30-minute blocks as incurred.
- All daily rates represent an 8-hour workday.
- Any services performed outside of the standard agreement will be invoiced with payment due in Net 30 days includes.
- The Annual Agreement will be billed on the 1<sup>st</sup> day of the 1<sup>st</sup>, 3<sup>rd</sup>, 6<sup>th</sup>, and 9<sup>th</sup> months of the agreement.

TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

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## PROJECT ASSUMPTIONS AND EXCLUSIONS

- ❖ All existing equipment is in working order.
- ❖ Freight becomes taxable if Triton takes delivery of equipment at their warehouse. The proposal assumes all equipment is being shipped directly to the city. If the City requires Triton to stage the equipment at their warehouse, then the freight quoted will need sales tax added.
- ❖ We will have access to the space for total of four consecutive weeks. This maybe reduced but we need time for the installation, programming, commissioning, system testing and training. This can be discussed once the design is complete and we finalize the timeline for the remainder of the project.
- ❖ The City of Calabasas is to provide clear cable pathways utilizing, conduit, ladder, or other methods. Triton will collaborate with the client to identify what is required.
- ❖ Triton does not perform any high voltage electrical as we do not have a C10 Contractor's license nor does Triton install any new conduit pathways for low voltage cabling. This is provided by the client or their electrician.
- ❖ All permits to be provided by owner
- ❖ All acoustic, high voltage electrical, mechanical, and civil engineering is provided by others.
- ❖ Costs for scissor lift or scaffolding is not included for any service that may occur after the completion and sign off of the project. This can be quoted when required.
- ❖ Plenum Cabling is not a requirement of this project.
- ❖ Triton Technology Solutions assumes that City staff including the Production Manager, City Clerk and all other staff who has input on the design will be available to answer questions during all phases of this project.
- ❖ Triton will inform the City of Calabasas if there is any change in the scope of work and will provide a price for the change. The City of Calabasas then can decide to accept or reject the change. If the change is accepted, then the City of Calabasas will need to issue a revised PO or contract.
- ❖ This proposal is valid for 90 days from the date of submittal.
- ❖ These services are quoted to complete this project within the attached timeline. Delays by the customer, or other parties, which extends the timeline will affect Triton's cost and Triton will require a change order to cover the additional costs for the additional time required to provide these services over an extended period.
- ❖ It is the City of Calabasas responsibility to warrant the security of any and all information provided for data and or network security provided for this project. For more information, Triton's Data and Network Security Liability Disclosure is available upon request.
- ❖ The labor quoted is not a condition of equipment being purchased from Triton.
- ❖ This proposal does not include the cost of a bid, performance, or payment bond. If bond is required for this project the cost will need to be added to this proposal.
- ❖ Liquidated damages is not a condition of this project.



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TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

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## TERMS AND CONDITIONS

❖ **LIMITATION OF LIABILITY:** Neither party shall be liable for loss of profits or any special, incidental, or consequential damages arising from this agreement, however caused, even if the other party has been advised of the possibility of such potential loss or damage. In no event, shall either party's liability for actions arising from or related to the services provided under this agreement exceed the amount of fees payable for such services pursuant to this agreement.

❖ **TERMINATION:** City of Calabasas may terminate this Agreement at any time upon written notice to Triton. Triton may terminate this Agreement upon thirty (30) days prior written notice to the City of Calabasas only upon the occurrence of the material breach of any of the terms or conditions of this Agreement by the City of Calabasas, including but not limited to any failure to make payment as required herein, and the breach is not cured within thirty (30) days after written notice thereof. In the event of termination of this Agreement as provided herein, City of Calabasas shall remain responsible to pay Triton, in accordance with this Agreement, for any services provided by Triton to the City of Calabasas in accordance with this Agreement through the date of termination, for which full payment has not been made. Subsequent to the date of termination, following notice, Triton shall have no further responsibility to perform any services for the City of Calabasas.

❖ **CONFIDENTIALITY:** This proposal and all its content and any attached documents are proprietary and confidential and cannot be used for any purpose other than evaluating the proposal. It is not to be shared in whole or in part with anyone outside the City of Calabasas.



TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

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## WARRANTY STATEMENT

The warranty of systems designed and installed by Triton fall into two included categories:

- I. System Installation Warranty (Covered by Triton)
- II. Equipment Warranty (Covered by the Manufacturer, NOT Triton)

### I. System Installation Warranty: Covered by Triton

The System Installation Warranty covers the INSTALLATION materials needed to connect the equipment within a system and is covered by Triton.

Triton warrants all *system installation components and workmanship* to be free from defects for a minimum period of one (1) year from the date of customer final acceptance and sign-off or Substantial Completion<sup>1</sup> whichever comes FIRST. This warranty includes all system installation components such as:

Cable, connectors, nuts, bolts, screws, cable support bars, terminal blocks, tie-raps, strain relief, mounting brackets, input/output panels, custom software, or custom equipment manufactured where no commercial product was available or was unsuitable. It is important to note this warranty covers installation materials of the system and NOT the equipment within the system unless Triton has manufactured the individual component. Triton will warranty any custom designed / built equipment or interfaces created by Triton for a period of (1) year.

Triton will correct or replace any of the above installation components that fail during the one (1) year warranty period at **NO CHARGE** to the customer.

If Triton provides *system design* services to the customer, Triton also warrants that the components selected or recommended, and the system configuration including system performance specifications is operational and appropriate for the intended use as agreed upon by the customer and shown in the single line documentation and equipment lists provided with the system for the same period of one (1) year. Triton will work diligently to ensure the system design meets or exceeds the expectations of the customer. It is the customer's responsibility to fully understand the capabilities and limitations of the system BEFORE signing off on the final single line documentation.

Triton will correct any system design configuration that fails to perform to specification or as diagramed after the single lines have been approved. If the system will not function as depicted on the single line diagrams, Triton will provide the engineering services for the re-design and subsequent changes to documentation, and any other design element affected by the change at **NO CHARGE** to the customer. The customer will be responsible for any equipment items needed to make the system functional.

Equally important to what is provided by the System Installation Warranty, is what is not covered.

### **NOT COVERED under the Triton System Installation Warranty:**

1. **Manufactured Equipment that fails to operate DURING the installation period.** If during the system installation, a piece of equipment fails to operate properly, Triton will coordinate



TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

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with the manufacturer or vendor that provided the equipment to have it repaired or replaced as necessary only if the equipment is purchased from Triton.

1. If the equipment is not purchased from Triton the customer will need to coordinate the repair or replacement of the piece of equipment.
2. If the equipment is not purchased from Triton and this causes a delay of the installation, testing, commissioning or completion of the project, the customer will be charged for the time lost for any Triton employee not able to complete their work during that delay. If other work can be assigned to the employee then there will be no additional charge.

It will be the responsibility of the customer to provide the freight to/from the manufacturer as required by the manufacturer's warranty agreement. Triton will not be liable for missed deadlines or loss of business to the customer for equipment that does not function and is beyond the control of Triton.

2. **Manufactured Equipment fails AFTER system sign-off.** If an equipment item fails after the system is operational and signed-off by the customer. The customer will be responsible for getting the equipment item repaired or replaced according to the manufacturer's warranty. Triton is not responsible for the removal or reinstallation of the item. If the customer is not technically capable of removal/reinstallation of the item, Triton will provide those services at the prevailing rates.
3. **Legacy equipment** provided by the customer as part of a system installation that fails to operate will be the responsibility of the customer to have repaired and functioning to a level of specification in accordance with system in which it is placed. (i.e., the unit meets broadcast or manufacturers specifications if designed to be used in a broadcast system)
4. **System design modifications** that affect the operational capability of the system after it has been installed, tested and signed off. If the customer changes the design or re-wires the system and is not in accordance with the single line documents provided, Triton will NOT warranty the portion of the system that was changed or its effect on the remaining portions of the system. NOTE: a change in one area may affect another. If Triton must research and correct the problem that was a result of a customer design change after approval, the customer will be responsible for all charges at the Triton prevailing rates.
5. **Triton will not warrant software and computer configuration changes performed by the customer after system sign-off.** Computer-based equipment is extremely sensitive to configuration changes. When Triton completes an installation that includes software, ONLY those programs and configurations recommended or approved by the manufacturer or software provider should be placed on the computer. **If the customer adds, changes, updates, deletes, or otherwise changes the software or configuration of the computer, Triton will not warrant the computer-based system operation.** It is highly recommended that ANY of the computer-based systems be operated in strict accordance with the manufacturer's recommendations. The customer will be responsible for all expenses to either return the system to its original configuration or find the solution that enables the change to be functional.
6. **System design by consultants or others are NOT warranted by Triton unless Triton has completed a thorough engineering review.** Triton will not knowingly embark on a system

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TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

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design or installation that is known to be flawed or which the operational performance is questionable.

7. **Equipment modifications.** Modifications to equipment that are not approved by the manufacturer may not be warranted within a system. Generally, those will be limited to the specific item but may have a detrimental effect on other components of the system.
8. **Use of non-standard equipment, connectors, cables, or adapters.** If a customer uses non-standard items within the system that is not part of the Triton installation process, and approved by Triton, Triton will not warrant these items and related systems. It will be the customer's responsibility to ensure the compatibility of such items for their intended use within the system.
9. **Data and Network Security.** Triton Technology Solutions, Inc. shall make all efforts to maintain network and data security during the project. Triton will not guarantee or warrant the security of any information you provide for this project. Triton to be held harmless for any and all claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of classified information, alteration of electronic information, extortion, and network security. Triton is not liable for any breach response costs as well as regulatory fines and penalties nor credit monitoring expenses. Triton's Network Liability Clause is available for more information and detail to how we will make every effort to maintain data security during the project.
10. **Training.** Training is not included in the system warranty; however, it is available at an additional cost if required.

## II. The Equipment Warranty: NOT Covered by Triton

The Equipment warranty covers the manufactured equipment items that make up the system such as Cameras, Projectors, Switchers, Editors, Monitors, Distribution Amplifiers, and other manufactured items. The warranties for these items are covered by the **MANUFACTURER** and may vary in length and level of coverage. Under our standard warranty, Triton does not cover these equipment items since they are covered by the manufacturer. Triton **MAY** provide various levels of equipment warranty services for an additional charge.

### Definitions:

<sup>1</sup> Substantial Completion is defined as the customer having the first beneficial use of the system as it was intended or designed.



## EXHIBIT B APPROVED FEE SCHEDULE

### TV PRODUCTION & AV SYSTEM UPGRADE PROJECT PROPOSAL

- Once Triton receives a proposal for the service work (sometimes this information can be given prior to the manufacturer receiving the product and other times they need to physically evaluate the unit) we will provide a proposal to the city. The repair would not be completed until the city staff approves the repair cost.
- Triton will uninstall the equipment during the planned service visit. Triton will package it and ship it using ground freight except under the following conditions: expedited shipment, packaging for oversized items, palletized equipment, or items required to go by truck. These exceptions will be invoiced directly to the City at Triton's cost.
- Once the item is repaired and sent back, either the city's own staff can reinstall it or Triton. If Triton reinstalls it, the city can elect to use one of the four annual service days they have available, or Triton will invoice this at the hourly service rates.
- Triton will try in good faith to acquire loaner equipment from the manufacturer while the city's equipment is in for repair. If none is available the city has the option to rent equipment, which is not included in this contract.

For services outside of the standard agreement the following rates will apply and are billable to the city:

EMPLOYEE	OFF SITE HOURLY RATE	ON SITE DAILY RATE
Design Engineer	\$125.00	\$2,100.00
Project Engineer	\$100.00	\$1,800.00
Project Manager	\$125.00	\$2,100.00
Software Programmer	\$150.00	\$2,250.00
Install Supervisor (Prevailing wage rate)	\$110.00	\$1,950.00
Installer (Prevailing wage rate)	\$95.00	\$1,750.00
General Administration	\$60.00	N/A

These rates will be invoiced as follows:

- Any service outside of the Standard Agreement will need City approval prior to the service being completed.
- All hourly services will be billed in 30-minute blocks as incurred.
- All daily rates represent an 8-hour workday.
- Any services performed outside of the standard agreement will be invoiced with payment due in Net 30 days includes.
- The Annual Agreement will be billed on the 1<sup>st</sup> day of the 1<sup>st</sup>, 3<sup>rd</sup>, 6<sup>th</sup>, and 9<sup>th</sup> months of the agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/19/22

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>NUGEN &amp; ASSOCIATES INSURANCE SERV INC</b> 10722 ARROW RTE STE#116 Rancho Cucamonga, CA 91730	CONTACT NAME: <b>BART A NUGEN</b>	
	PHONE (A/C No. Ext): <b>909/941-0167</b> FAX (A/C No): <b>909/941-9453</b>	
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID # <b>#OC17304</b>	
INSURED <b>TRITON TECHNOLOGY SOLUTIONS, INC</b>  <b>32234 PASEO ADELANTO STE#E1</b> <b>SAN JUAN CAPISTRANO CA 92675</b> <b>949 388-3919</b>	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: <b>OHIO SECURITY INSURANCE COMPANY</b>	24082 FSCXV
	INSURER B: <b>UNITED STATES LIABILITY INSURANCE COMPANY</b>	25895 FSCX
	INSURER C: <b>STATE COMPENSATION INSURANCE FUND</b>	N/R
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BKS (23) 56399403	03/03/22	03/03/23	EACH OCCURRENCE	\$2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		Y				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000.00
							PERSONAL & ADV INJURY	\$2,000,000.00
							GENERAL AGGREGATE	\$4,000,000.00
							PRODUCTS - COMP/OP AGG	\$4,000,000.00
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								
A	AUTOMOBILE LIABILITY			BAS (23) 56535798	05/24/22	05/24/23	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000.00
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person)				\$	
	<input type="checkbox"/> ALL OWNED AUTOS		BODILY INJURY (Per accident)				\$	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS		PROPERTY DAMAGE (Per accident)				\$	
	<input checked="" type="checkbox"/> HIRED AUTOS						\$	
<input checked="" type="checkbox"/> NON-OWNED AUTOS			\$					
A	UMBRELLA LIAB			ESA (23) 56399403	03/03/22	03/03/23	EACH OCCURRENCE	\$2,000,000.00
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR	CLAIMS-MADE				AGGREGATE	\$2,000,000.00
	<input type="checkbox"/> DEDUCTIBLE							\$
	RETENTION \$						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			9111099 22	09/12/22	09/12/23	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000.00
							E.L. DISEASE - POLICY LIMIT	\$1,000,000.00
B	E&O (Incl Cyber Liab)			TK1005569L	05/13/22	05/13/23	1000000occ/2000000agg	
A	Property			BKS (23) 56399403	03/03/22	03/03/23	\$412,000 BBP of other	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**ALL AUDIO/VIDEO OPERATIONS OF THE NAMED INSURED**

**CITY OF CALABASAS IS BEING NAMED AS ADDITIONAL INSURED PER FORM CG2010 04/13.DEC AND ENDORSEMENT PAGES ATTACHED**

CERTIFICATE HOLDER

CANCELLATION

**CITY OF CALABASAS**  
100 CIVIC CENTER WAY  
CALABASAS CA 91302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT SIGNED BY BOTH PARTIES TO THE LOSS	ALL AUDIO/VIDEO OPERATIONS OF THE NAMED INSURED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Coverage Is Provided In:  
Ohio Security Insurance Company - a stock company

Policy Number:  
**BKS (23) 56 39 94 03**  
Policy Period:  
**From 03/03/2022 To 03/03/2023**  
12:01 am Standard Time  
at Insured Mailing Location

### Common Policy Declarations

**Named Insured & Mailing Address**

TRITON TECHNOLOGY SOLUTIONS INC  
32234 Paseo Adelanto  
San Juan Capistrano, CA 92675

**Agent Mailing Address & Phone No.**

(909) 941-0167  
NUGEN & ASSOCIATES INSURANCE  
SERVICES INC  
10722 ARROW RTE STE 116  
RCH CUCAMONGA, CA 91730-4809

Named Insured Is: CORPORATION

Named Insured Business Is: AUDIO AND VIDEO EQUIPMENT STORE

RECEIVED

JAN 20 2021

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

### SUMMARY OF COVERAGE PARTS AND CHARGES

This policy consists of this Common Policy Declarations page, Common Policy Conditions, Coverage Parts (which consist of coverage forms and other applicable forms and endorsements, if any, issued to form a part of them) and any other forms and endorsements issued to be part of this policy.

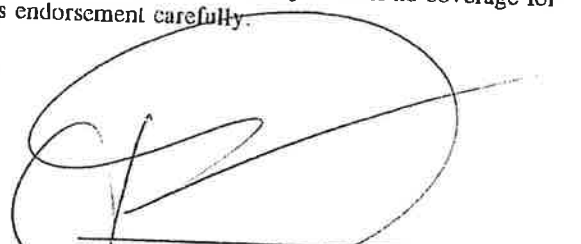
COVERAGE PART	CHARGES
Commercial Property	\$1,105.00
Commercial Crime	\$181.00
Commercial General Liability	\$440.00

Total Charges for all of the above coverage parts: **\$1,726.00**

Note: This is not a bill

### IMPORTANT MESSAGES

- This policy is auditable. Please refer to the conditions of the policy for details or contact your agent.
- Notice: The Employment-Related Practices Exclusion CG 21 47 is added to this policy to clarify there is no coverage for liability arising out of employment-related practices. Please read this endorsement carefully.

  
Authorized Representative

Issue Date 01/17/22

To report a claim, call your Agent or 1-844-325-2467





Coverage Is Provided In:  
Ohio Security Insurance Company - a stock company

Policy Number: **BKS (23) 56 39 94 03**  
Policy Period:  
**From 03/03/2022 To 03/03/2023**  
12:01 am Standard Time  
at Insured Mailing Location

### Common Policy Declarations

Named Insured	Agent
TRITON TECHNOLOGY SOLUTIONS INC 32234 Paseo Adelanto San Juan Capistrano, CA 92675	(909) 941-0167 NUGEN & ASSOCIATES INSURANCE SERVICES INC 10722 ARROW RTE STE 116 RCH CUCAMONGA, CA 91730-4809

### SUMMARY OF LOCATIONS

This policy provides coverage for the following under one or more coverage parts. Please refer to the individual Coverage Declarations Schedules, or, the individual Coverage Forms for locations or territory definition for that specific Coverage Part.

0001 32234 Paseo Adelanto, San Juan Capistrano, CA 92675-3622

### POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 73 01 15	Exclusion of Certified Acts of Terrorism
CG 21 87 01 15	Conditional Exclusion of Terrorism - (Relating to Disposition of Federal Terrorism Risk Insurance Act)
CG 24 26 04 13	Amendment of Insured Contract Definition

In witness whereof, we have caused this policy to be signed by our authorized officers.

Mark Touhey  
Secretary

David Long  
President

To report a claim, call your Agent or 1-844-325-2467  
DS 70 21 11 16



**Coverage Is Provided In:**  
Ohio Security Insurance Company - a stock company

Policy Number:  
**BKS (23) 56 39 94 03**  
Policy Period:  
**From 03/03/2022 To 03/03/2023**  
12:01 am Standard Time  
at Insured Mailing Location

### Common Policy Declarations

Named Insured	Agent
TRITON TECHNOLOGY SOLUTIONS INC 32234 Paseo Adelanto San Juan Capistrano, CA 92675	(909) 941-0167 NUGEN & ASSOCIATES INSURANCE SERVICES INC 10722 ARROW RTE STE 116 RCH CUCAMONGA, CA 91730-4809

### POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists all of the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 84 99 01 12	Non-Cumulation Of Liability Limits Same Occurrence
CG 88 10 04 13	Commercial General Liability Extension
CG 88 60 12 08	Each Location General Aggregate Limit
CG 88 62 04 13	Additional Insured - Blanket Vendors
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
CG 90 41 01 13	Amendment Of Coverage B Personal And Advertising Injury
CP 00 10 04 02	Building and Personal Property Coverage Form
CP 00 90 07 88	Commercial Property Conditions
CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
CP 04 49 02 20	California Changes - Replacement Cost
CP 10 30 04 02	Causes of Loss - Special Form
CP 10 32 08 08	Water Exclusion Endorsement
CP 72 97 04 02	Equipment Breakdown Enhancement Endorsement - Special Form
CP 88 04 03 10	Removal Permit
CP 88 60 12 12	Property Extension Plus For Retailers
CP 90 58 05 17	California Changes - Increased Cost Of Construction
CP 90 59 12 12	Identity Theft Administrative Services and Expense Coverage
CP 92 01 05 17	Property Anti-Stacking Endorsement
CP 92 12 12 20	Cyber Incident Exclusion
CR 00 01 10 90	Employees Dishonesty Coverage Form (Coverage Form A - Blanket)
CR 10 00 04 97	Crime General Provisions (Loss Sustained Form)
CR 10 27 01 86	Welfare and Pension Plan ERISA Compliance
CR 10 43 01 89	Joint Insured

To report a claim, call your Agent or 1-844-325-2467



Coverage Is Provided In:  
Ohio Security Insurance Company - a stock company

Policy Number: .  
**BKS (23) 56 39 94 03**  
Policy Period:  
**From 03/03/2022 To 03/03/2023**  
12:01 am Standard Time  
at Insured Mailing Location

### Common Policy Declarations

Named Insured	Agent
TRITON TECHNOLOGY SOLUTIONS INC 32234 Pasco Adelanto San Juan Capistrano, CA 92675	(909) 941-0167 NUGEN & ASSOCIATES INSURANCE SERVICES INC 10722 ARROW RTE STE 116 RCH CUCAMONGA, CA 91730-4809

### POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists all of the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CR 88 00 05 07	Exclusion of Terrorism
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 01 02 02 20	California Changes - Actual Cash Value
IL 01 03 09 07	California Changes - Actual Cash Value
IL 01 04 07 20	California Changes
IL 02 70 07 20	California Changes - Cancellation And NonRenewal
IL 04 15 04 98	Protective Safeguards
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
IL 09 53 01 15	Exclusion Of Certified Acts Of Terrorism Endorsement
IL 09 95 01 07	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
IL 88 54 11 20	Actual Cash Value
LC 87 10 05 00	Punitive or Exemplary Damages Exclusion

To report a claim, call your Agent or 1-844-325-2467

DS 70 21 11 16