

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this ____ day of March, 2019 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (the "Town"), and Peak Media, Inc., an independent contractor with a principal place of business at 13930S, Inca Street, Denver, Colorado 80223 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services.

NOW THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, and known as: **Audio Video System Renovation Project**.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$80,000, as set forth in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be

paid by the Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails

to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF ERIE, COLORADO

Jennifer Carroll, Mayor

ATTEST:

Jessica Koenig, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____
day of _____, 2019, by _____ as _____
of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall: provide an outline of plans to configure, integrate, test and implement a turnkey Audio Video system; and remove and reinstallation of upgraded cameras, video switcher system, camera control system, video system equipment, including all connections, wiring and equipment from source through control room equipment, play system, and connection with cable system and web stream system. Equipment is currently located in the board and audio visual rooms at Town Hall. Contractor shall provide diagram of recommended A/V placement. A final location of all equipment will be agreed upon by the Parties. Contractor shall mount an additional camera where desired and cable it appropriately.

In the control room, Contractor shall remove the existing furniture and replace it with an 80 RU vertical equipment rack approximately 78" tall and 32" deep. To the right of this equipment, Contractor shall install a work console to house the video switcher control panel, external audio interface components, production display monitors and audio speakers. Contractor shall place the ceiling panel microphone from Shure will be placed near the front row of the audience.

Contractor shall:

- Replace the existing ceiling-mounted public address speakers with 8 QSC AcousticDesign 6.5" Two-Way Ceiling Loudspeakers. Contractor shall also be adding a QSC amplifier and QSC control system to be able to control the speakers.
- Replace the existing camera system, including 4 current cameras and installation of one (1) new camera, video switcher system and camera control system, and add an additional camera with Panasonic's AWHE38NHE cameras.
- Replace the video systems equipment, including all connections, wiring and equipment from sources through control room equipment, playback system, and connections with cable systems and web streaming system, with an updated Leightronix Nexus HD.
- Add a 16x16 video router to route the video, plus audio and video monitoring equipment.
- Replace the existing digital signage.
- Ensure that all software and firmware are updated.
- Provide all onsite installation and commission of the system, and complete a thorough walk through with the Town at the end of installation.
- Be available to troubleshoot if the system is having any issues.
- Provide a list of tasks to be included in the detailed project plan that concludes with successful migration to turnkey A/V solution.

Contractor shall complete the Scope of Services within 6 weeks after the Effective Date.

EXHIBIT B COMPENSATION

Contractor shall be paid for the Scope of Services as follows, within 30 days of the Town's receipt of detailed invoices:

Qty	Model#	Description	Unit Price	Total Price
5	AW-HN38HKPJ	Panasonic 22x Zoom PTZ Camera with HDMI Output and NDI (Black)	\$1,982.05	\$9,910.25
5	WV-Q105A	Panasonic WV-Q105A Ceiling Mount Bracket	\$88.01	\$440.05
1	AV-HLC100	Panasonic Live Production Streaming Switcher Controller and PTZ Camera Controller	\$10,222.14	\$10,222.14
1	AWRP50NJ	Panasonic Remote Camera Controller	\$1,821.59	\$1,821.59
1	HDR-1	Datavideo HDR-1 Standalone H.264 Recorder and Player	\$499.00	\$499.00
1	UltraNEXUS-HD X2	Network-Managed HD/SD Automation Controller and Digital Video Server (Recorder/Player) - HD/SD-SDI (Input), HD-SDI (Output), and Composite Video (Output) H.264 Server - Simultaneous HD and SD (Composite) Output Signals - Integrated Scaler on Both HD-SDI and Composite Video Outputs - Internal 2TB Hard Drive - One Year Subscription to TOTAL INFO-HD Dynamic Video Content - Integrated Graphics With Advanced Slide Editor Including Zones and Overlays - Embedded Digital Audio, AES Digital Audio, Balanced Analog Audio (Input/Output) - M2T, MP4, MOV, and MPG Playback Compatibility - Supports up to 20 Terabytes of Storage (4TB USB, 16TB NAS) - TOTAL SHARE Included - Fully Automated Scheduling in a Low Power, Space Saving One Rack Unit Design	\$10,170.38	\$10,170.38
1	MX202B/C	Shure MX202BC - Microphone with In-Line Preamp (Black)	\$178.75	\$178.75
1	MD-HDL-SMTV4K120	Blackmagic Design SmartView 4K	\$936.47	\$936.47
1	CONVMUDCSTD/HD	Blackmagic Design Mini Converter UpDownCross HD	\$145.88	\$145.88
1	CORE 110f	Unified Core with 24 local audio I/O channels, 128x128 network I/O channels, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 AEC processors 1RU	\$2,352.94	\$2,352.94
1	SL-QUD-110-P	Q-SYS Core 110 UCI Deployment Software License, Perpetual	\$117.65	\$117.65
1	SL-QSE-110-P	Q-SYS Core 110 Scripting Engine Software License, Perpetual	\$235.29	\$235.29
8	AD-C6T-x	QSC AcousticDesign 6.5" Two-Way Ceiling Loudspeaker (Need to select Black or White when ordering)	\$135.29	\$1,082.32
1	CX602V	QSC CX-602V Power Amplifier (70V)	\$1,364.71	\$1,364.71
1	MXA910W	Shure 24" X 24" or 603.8mm x 603.8mm (U.S.) Ceiling Array Microphone with Shure® IntelliMix® DSP Suite, White	\$3,528.24	\$3,528.24

2	QLXD124/85-H50	Shure QLXD124/85 Handheld and Lavalier Combo Wireless Mic System (H50: 534 to 598 MHz)	\$1,354.12	\$2,708.24
1	UA221	Shure UA221 Passive Antenna Splitter / Combiner for Shure Wireless Receivers	\$129.41	\$129.41
16	MX418DC	Shure MX418DC Desktop-Mounted 18" Cardioid Gooseneck Microphone	\$247.06	\$3,952.96
1	KUMO-1616	AJA KUMO 1616 Compact 3G-SDI Router (1 RU)	\$1,725.00	\$1,725.00
1	KUMO-CP	AJA KUMO CP Remote Control Panel	\$525.00	\$525.00
2	VE248Q	ASUS VE248Q 24" LED Backlit Widescreen Computer Display	\$141.45	\$282.90
1	CR4BT	Mackie CR4BT - 4" Multimedia Monitors with Bluetooth (Pair)	\$154.18	\$154.18
1	D-HDL-AUDMON1RU	Blackmagic Design Audio Monitor	\$1,124.71	\$1,124.71
2	PTVW360	Panasonic PT-VW360U 4000-Lumen WXGA 3LCD Projector	\$1,014.00	\$2,028.00
2	RPAU	Chief RPAU Inverted LCD/DLP Projector Ceiling Mount (Black)	\$148.82	\$297.64
2	AT-UHD-CAT-4 -	Atlona 4K/UHD HDMI to 4-Output HDBaseT Distribution Amplifier	\$988.24	\$1,976.48
8	AT-UHD-EX-70C-RX	Atlona 4K/UHD HDMI Over HDBaseT Receiver with Control and PoE (70	\$176.47	\$1,411.76
1	GS728TXP	NETGEAR S3300 28PT STKBL POE SMART SW W/10G	\$1,088.19	\$1,088.19
1	TBD	NDI Component for Voting System	\$1,000.00	\$1,000.00
Furniture/Rack Equipment				
1	BGR-SA-32	Middle Atlantic BGR-41SA-32 Stand-Alone Rack Enclosure with Rear Door	\$1,245.00	\$1,245.00
1	MDV-DSK	Middle Atlantic 48"W Straight Desk w/Overbridge MDV-DSK (Graphite)	\$396.76	\$396.76
Programming and Installation:				
1	Cables	Misc Cables and Connectors	\$1,000.00	\$1,000.00
8	Labor	Installation Labor	\$1,000.00	\$8,000.00
1	Design/Docs	System Design and Docs	\$1,500.00	\$1,500.00
1	Programming	Programming of Control System for Audio	\$1,200.00	\$1,200.00
2	Training	8 hours of training	\$1,000.00	\$2,000.00
3	Support/Maint.	Annual Support and Maintenance	\$1,000.00	\$3,000.00
OPTIONS:				
0	B3211	Winstead Impulse Paradigm Dual Sit/Stand Console (75.6 x 44.6") Add \$4995.45		
0	TOTAL INFO-HD	Annual (One Year) Subscription for HD Dynamic Video Content With Category Themed Graphics (One Year Included With UltraNEXUS-HD X2) \$1200.00 Annually after first year		
Notes: Client to supply on ipad, tablet, computer or other devise to run the Q-SYS control software on.			Equipment:	\$79,751.89
			Labor:	\$0.00
			Sales Tax:	██████
			Shipping:	\$200.00
			Total:	\$79,951.89

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Erie (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

***[To be completed only if Contractor participates in the
Department of Labor Lawful Presence Verification Program]***

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Notary Public