

SUBJECT: APPROVAL OF RESOLUTION NO. 7, SERIES 2024 – A
RESOLUTION APPROVING AN INSTALLATION SERVICE
AGREEMENT WITH ROCKFAN ENTERTAINMENT, LLC FOR
UPGRADES TO THE AUDIO-VISUAL EQUIPMENT IN THE
COUNCIL CHAMBERS RESOLUTION

DATE: FEBRUARY 20, 2024

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY:

The 2024 Budget includes funding for a Capital Improvement Project to upgrade the audio-visual equipment in Council Chambers. Much of the equipment is at end of life and is no longer serviceable.

Staff released a request for proposals for this project in May 2023. We received nine bids as follows:

Company	Bid Amount
Lux AVL	\$61,833-\$71,917
High Country Low Voltage	\$118,268
Rockfan Entertainment	\$127,503
CTI	\$126,326-\$148,326
AVI SPL	\$155,000
Xcite AudioVisuals	\$171,351
Ford Audio Video Systems	\$175,281
Bluum Technology	\$193,422-\$229,822
CCS Presentation Systems	\$196,906

Staff interviewed two companies and reviewed references. Staff recommends awarding the contract to Rockfan Entertainment. Rockfan has a good history working with governmental agencies and excellent knowledge for systems such as ours.

FISCAL IMPACT

This project is anticipated to come in within the budgeted amount of \$175,000. This cost will be partially offset with accumulated PEG fees in that Fund.

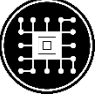
STAFF RECOMMENDATION:

Staff recommends approval of the Resolution awarding the contract to Rockfan.

ATTACHMENT(S):

1. Resolution
2. Contract
3. Rockfan Proposal

STRATEGIC PLAN IMPACT:

☒	 Financial Stewardship & Asset Management	☒	 Reliable Core Services
☐	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

**RESOLUTION NO. 7
SERIES 2024**

**A RESOLUTION APPROVING AN INSTALLATION SERVICE AGREEMENT WITH
ROCKFAN ENTERTAINMENT, LLC FOR UPGRADES TO THE AUDIO-VISUAL
EQUIPMENT IN THE COUNCIL CHAMBERS**

WHEREAS, the audio-visual system in the Louisville City Council Chambers is in need of upgrades; and

WHEREAS, there has been proposed an agreement by which Rockfan Entertainment, LLC (“Rockfan”) would perform the needed upgrades, including equipment and materials procurement, installation, and integration services, in exchange for payment from the City (the “Agreement”); and

WHEREAS, the Agreement contemplates that several components of the City’s existing audio-visual system may be salvaged and re-used in the work performed by Rockfan, such as the displays, equipment racks, and some microphones, and that other equipment may require replacement with new and upgraded equipment; and

WHEREAS, by this resolution the City Council desires to approve, and authorize the Mayor to execute, the Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby approves the Installation Service Agreement (the “Agreement”), between the City of Louisville and Rockfan Entertainment, LLC, for upgrades to the audio-visual system in the City Council Chambers, in essentially the same form as the copy of such Agreement that accompanies this resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

PASSED AND ADOPTED this 20th day of February, 2024.

Christopher M Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

Installation Contract

Council Chambers AV Upgrades | Quote ID: 1179

Rockfan Entertainment, LLC Installation Service Agreement

This installation agreement ("contract" or "Agreement") is made and entered into by and between **Rockfan Entertainment, LLC**, 2649 E. Mulberry St., Suite 8, Fort Collins, Colorado ("Rockfan") and **City of Louisville**, located at 749 Main Street Louisville, CO 80027 ("Client").

1. **Statement of Purpose of Agreement.** Rockfan desires to provide and the Client desires to receive the requested audio-visual (AV) equipment and materials procurement, installation, and integration services as described in the Proposal Scope of Work ("Scope of Work"), attached to this Agreement as Exhibit A, which exhibit is incorporated herein by this reference. Such services are limited to what is listed in the Scope of Work, but may include designing systems and controls, procuring products and materials, providing labor for installation, and implementing programming and training. To carry out these purposes, the parties agree to the terms of this Agreement.

2. Client's Payment Obligations.

a. Subject to subparagraph (c), the Client agrees to pay **\$ 127,503.27** which is the Grand Total with Tax (not applicable) listed in the quote. Payment shall be made as follows:

i. **\$ 31,875.82** Due at signing (25% of Grand Total);

ii. **\$63,751.63** due upon delivery of all equipment (50% of Grand Total)

iii. **\$ 31,875.82** Due upon Completion of Scope of Work (25% of Grand Total), as indicated by the Client's written acceptance of the work.

b. If the payment terms of this Paragraph 2 differ from that stated in the Scope of Work, the terms of this Paragraph control.

c. As stated in Rockfan's Proposal attached hereto as Exhibit A, several existing AV components may be salvaged and re-used in the work performed by Rockfan, such as the displays, equipment racks, and some microphones. Rockfan shall use commercially reasonable efforts to identify, salvage, re-use and integrate existing AV components into the work contemplated hereunder, and in the event such existing items are salvaged and integrated into the work such that new equipment serving the same purpose is not needed to serve the Client's intended function, then the Grand Total due to Rockfan from Client shall be reduced accordingly by reference to the cost of such (unneeded) equipment in Exhibit A.

3. Rockfan's Obligations.

a. After payment of the amount due at signing, Rockfan will provide the services described in the Detailed Description of the Scope of Work.

b. Rockfan is not required to perform services that are not reasonably identified in the Scope of Work, and that are not otherwise mutually agreed to by the parties in accordance with subparagraph 9.a below.

c. Rockfan and its employees, contractors, or other representatives will comply with all Client direction, standards, and policies to the extent that Client advises of them in writing to Rockfan.

d. Rockfan shall perform the work identified in the Scope of Work in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the Client. Any work not meeting the foregoing quality standard shall be corrected or replaced by Rockfan at no cost to Client.

e. Until the final acceptance of the work by the Client in writing (which includes electronic messaging), Rockfan shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof from any cause. Rockfan, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the work occasioned by any causes before its completion and written acceptance by Client.

f. Rockfan agrees to guarantee all installation workmanship under this Agreement for a period of two (2) years from the date of final acceptance by the Client. If any unsatisfactory condition or damage develops within the time of this guaranty due to workmanship that results in defective or inferior outcomes, or is not in accordance with the Agreement,

as reasonably determined by the Client, then Rockfan shall, when notified by Client, immediately place such guaranteed work in a condition satisfactory to Client. Client shall have all available remedies to enforce such guaranty, except that Client shall not have any work performed independently to fulfill such guaranty and require Rockfan to pay Client such sums as were expended by the Client for such work, unless Client has first given notice to Rockfan of the deficiency and given Rockfan a reasonable opportunity to cure the same. Following such workmanship warranty period, Client may request, and Rockfan shall perform service and maintenance requests at Rockfan's then-current rates offered to municipal clients for service and maintenance of work installed by Rockfan. Rockfan's obligations under this subsection shall survive termination or expiration of this Agreement.

g. Rockfan agrees to pass through to Client any manufacturer warranties applicable to equipment or materials integrated into the work. In the unlikely case that equipment or materials are defective or inferior, Rockfan will work with Client to expedite replacement or repairs in accordance with manufacturer warranty periods; in the case that warranty periods have expired, Rockfan will work in good faith with Client to find a mutually agreed-upon solution or remedy at the minimum cost to the Client.

h. Rockfan agrees to procure and maintain, at its own cost, Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include Client, and its officers and employees, as additional insureds. The additional insured endorsement shall not contain any exclusion for bodily injury or property damage arising from completed operations. The policy shall be primary insurance, and any insurance carried by the Client, its officers, or its employees, shall be excess and not contributory insurance to that provided by Rockfan. Rockfan shall be solely responsible for any deductible losses under such policy. Certificates of insurance shall be completed by Rockfan's insurance agent as evidence that a policy providing the required coverages, conditions, and minimum limits is in full force and effect, and shall be subject to review and approval by the Client.

i. To the fullest extent permitted by law, Rockfan agrees to indemnify and hold harmless the Client, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of Rockfan or any subcontractor of Rockfan, or any officer, employee, or agent of Rockfan or any subcontractor, or any other person for whom Rockfan is responsible. Rockfan shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. Rockfan's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of Client.

4. Effectiveness and Date. This Agreement is effective when all parties have signed it. The date of this Agreement is the date it is signed by the last party to sign.

5. Time to Completion. Time is of the essence in all material respects with regard to the work contemplated under this contract. Rockfan shall perform the installation work on such date(s) and time(s) agreed to by the parties in a subsequent writing, which writing shall set forth a completion deadline, which may be extended by Client if Rockfan demonstrates to Client's satisfaction that an extension is needed due to equipment availability, labor needs, any requested or agreed Change Orders and similar factors that may affect the timeline for delivery of services.

6. Additional Client Responsibilities; Release. The Client agrees to protect and keep unauthorized individuals away from the area of installation during performance of the Scope of Work, and to release Rockfan from any claims arising out of Client's failure to properly and safely secure such area. Client shall also release Rockfan from any claims arising out of improper or unsafe use of the equipment installed or otherwise provided by Rockfan under this Agreement, and alteration of equipment or installation work, following Completion. The obligations and releases set forth in this Paragraph 6 shall survive the termination of this Agreement.

7. Media Release. Client grants Rockfan the right, without compensation, to photograph, record video, and/or record installation projects before and during performance of services and after Completion, provided that Rockfan shall not photograph or record Client's employees or officers or members of the public without first obtaining the subject person's consent. Client further grants Rockfan the right to use those images and recordings in publicly disseminated information and materials in any medium, including but not limited to print, internet, social media, radio, television or other digital formats, provided the use does not (i) disparage or appear to disparage Client, its mayor, council members, officers, employees, or agents and others acting Client's behalf (collectively, the "Related Parties"), (ii) violate any of the proprietary rights of the Client or the Related parties, (iii) violate any applicable federal, state, or local law, rule, or regulation, (iv) associate the Client or related parties with any libelous, defamatory, obscene or unlawful material, or any material that might in any manner embarrass the Client or the Related Parties, or otherwise violate or infringe any right of any third party, or (v) imply sponsorship, endorsement or any association between Rockfan and Client or the Related Parties, unless Rockfan receives the City Manager's separate written permission to do so.

8. Force Majeure.

a. If Rockfan's ability to perform any obligation under this Agreement is prevented, restricted or delayed because of unforeseen circumstances beyond such Rockfan's reasonable control, including but not limited to acts of God; acts of a public enemy; war; rebellion; insurrection; riot; terrorist acts; epidemic; pandemic; any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental authority or any political subdivision or any department or regulatory agency thereof, including quarantine restrictions, stay-at-home orders or any requirements or restrictions of a similar nature; orders of any court or arbitral body; changes in law; acts of any person or persons engaged in subversive activity or sabotage; fires, floods, explosions, storms, earthquakes, lightning; or other catastrophes; strikes, lockout, picketing, work slow-downs or other labor disputes; boycott; embargoes; blockade; unavoidable delays or inability to obtain equipment, labor, fuel, steam, water, electricity or materials or anything else necessary to operate a party's offices or equipment or otherwise provide services (a "Force Majeure"), then Rockfan will be excused from performance of the obligation to the extent and for the duration of such prevention, restriction or delay. Rockfan will give the other party prompt and detailed notice of the Force Majeure, including the probable duration thereof, and will promptly notify the Client when the Force Majeure has ended. During the Force Majeure, Rockfan will use its best efforts to avoid, reduce or eliminate the Force Majeure's effect on the performance of its obligations under this Agreement.

b. If a Force Majeure continues to affect Rockfan's performance under this Agreement for more than 90 days, either Client or Rockfan may terminate this Agreement upon written notice to the other party. If this Agreement is terminated under this provision and prior to Completion, then Client is obligated to compensate Rockfan for all equipment purchased, even if not yet installed, all labor performed, and all other costs listed in the Scope of Work that Rockfan has incurred prior to termination of the Agreement. If Client has paid Rockfan more than it is obligated to compensation Rockfan under the terms of this provision, then Rockfan will refund the difference.

9. General Terms.

a. **Amendments.** This Agreement may not be amended except in a writing that is agreed to and signed by both parties. This includes but is not limited to changes to the Scope of Work requested by the Client or recommended by Rockfan.

b. **Jurisdiction and Venue; Choice of Law.** This Agreement is governed by Colorado law without giving effect to those principles of conflict of laws that might otherwise require the application of the laws of another jurisdiction. Any litigation must be brought in District Court, Boulder County, State of Colorado, and each party submits to the exclusive jurisdiction of such court and waives the right to change venue. Each party further consents to the exercise of personal jurisdiction by such court with respect to any such proceeding.

c. **Nonassignability.** This Agreement is not assignable by any party without the written consent of the other party.

d. **Severability.** Any invalid or unenforceable provision will be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and the remainder of this Agreement will remain in full force and effect.

e. **No Waiver.** No waiver of any breach of any one or more of the terms of this Agreement by either party will be deemed to imply or constitute a waiver of a breach of the same term in the future, or a waiver of a breach of any other term of this Agreement. No provision of this Agreement may be waived except by a written waiver signed by the waiving party.

f. **Third-Party Beneficiaries.** The parties agree that this Agreement is for the parties' mutual and exclusive benefit, that it does not confer any rights upon any person not a party to this Agreement, and that no individual or entity shall be construed or considered to be a third-party beneficiary of this Agreement, including any payor or other individual or entity.

g. **Complete Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement, and supersedes completely all negotiations, discussions, and prior agreements, oral or written, between the parties with respect to the subject matter of this Agreement. This Agreement may not be amended except in a writing that is agreed to and acknowledged by both parties.

h. **Further Assurances.** The parties agree that they will execute, acknowledge, and deliver any further instruments or documents or take such actions as may be necessary to give force and effect to this agreement and to carry out the intent of the provisions of this agreement.

i. **Interpretation.** Any ambiguity in this Agreement shall not be resolved against either party under any rules of construction.

j. **Dispute Resolution.** If a Dispute (defined as a claim or controversy arising from this Agreement including, without limitation, contract, tort and other claims) arises between the parties, the parties agree to first attempt to resolve the dispute through friendly discussions. If friendly discussions fail to resolve the Dispute, then any party may require, by written demand, that the Dispute be submitted to nonbinding mediation.

k. **Costs.** If either party retains counsel for the purpose of enforcing or preventing the breach or any threatened

breach of any provision of this Agreement or for any other remedy relating to it, then the prevailing party will be entitled to be reimbursed by the non-prevailing party for all costs and expenses so incurred (including reasonable attorney's fees, costs of bonds, and fees and expenses for expert witnesses) unless the arbitrator or other trier of fact determines otherwise in the interest of fairness.

l. **Supremacy.** In the event this Agreement conflicts with any other document between the parties for the transactions subject to this Agreement, the terms of this Agreement will control.

m. **Survivability.** The obligations in this Agreement, which by their nature would continue beyond the termination, cancellation, or expiration of this agreement will survive the Termination of this Agreement, even if the terms of this Agreement do not otherwise specify that they survive.

n. **Notice.** Any notice, demand, or other communication (collectively, a "notice") made pursuant to this Agreement must be in writing and either delivered by email, personally, sent by overnight delivery courier, or sent by certified or registered mail, postage prepaid, return receipt requested to the person designated below. Delivery is effective on the date emailed or personally delivered to the parties requiring notice, or the date confirmed delivered by the overnight delivery courier or by the mail service. Notices must be addressed to the parties' representatives and at the addresses or email(s) listed below their signature in this Agreement. Each party shall advise the other party immediately of any change in address or other contact information to which notice should be given.

o. **Scanning and Photocopies.** The parties agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight that accurately reproduces the original of this document may be used for any purpose just as if it were the original, including proof of the content of the original writing.

p. **Counterparts.** This agreement may be executed in counterparts which, when taken together, will be deemed an original and constitute one and the same document. Facsimile transmission of executed signature pages will be sufficient to bind the executing party.

q. **Termination.** This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. In addition to the foregoing, this Agreement may be terminated by Client for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, Rockfan will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of Client to Rockfan under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

r. **Accessibility.** Rockfan represents and warrants that any equipment, hardware, software, or other Information and Communication Technology (ICT), as such term is defined in the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. (the "Accessibility Standards"), furnished or licensed to Client under this Agreement fully complies with §§24-85-101, et seq., C.R.S., and the Accessibility Standards. If Rockfan violates this subsection, Client may (1) require Rockfan to replace the noncomplying equipment, hardware, software, or other Information and Communication Technology (ICT), with items fully conforming to §§24-85-101, et seq., C.R.S., and the Accessibility Standards, or (2) immediately terminate the Agreement for breach.

s. **Independent Contractor.** It is the expressed intent of the parties that Rockfan is an independent contractor and not the agent, employee or servant of the Client, and that: ROCKFAN SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL, AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKER'S COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CLIENT. ROCKFAN IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY ROCKFAN NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY ROCKFAN OR SOME ENTITY OTHER THAN THE CLIENT.

Installation Contract

Council Chambers AV Upgrades | Quote ID: 1179

Signature Page

Each party is signing this Agreement on the date stated opposite that party’s signature.

Date: February 13, 2024 **Rockfan Entertainment, LLC**
By: Lee Putnam
Name: Lee Putnam, President

2649 E. Mulberry St., STE 8
Fort Collins, CO 80524
lee@rockfan.email
info@rockfan.email

Date: _____, 20__ **Client Name: City of Louisville**

By: _____

Name: _____

Title: _____

Address: _____

Email: _____

Received 7/3/2023 @ 2:52pm MDT
via email
Louisville City Clerk's Office

Greetings,

On behalf of my team, thank you for the consideration of your time in reviewing the attached proposal for Council Chambers AV Upgrades.

Since 2012, Rockfan has earned the reputation of a boutique AV firm that cares about its clients and delivers on expectations. Headquartered in Fort Collins, Colorado, our staff is comprised of acoustic technicians, information technology professionals, audio engineers, event production experts, product specialists and trained field technicians.

Our work spans a wide range of these areas – from educational facilities, to corporate and municipal spaces, to performing arts venues, houses of worship and live stages big and small – wherein we strive to exceed expectations through honesty and reliability.

A sampling of our current and previous AV Installation and system programming customers include the Denver Broncos, Kroenke Sports and Entertainment, Denver Zoo, Colorado State University, University of Colorado and municipalities like the City of Fort Collins, Longmont and many more.

Be confident to connect with us, as our leadership team and friendly staff are dedicated to ensuring a successful project that is on time and on budget. All installation work will be completed by salaried Rockfan staff – none of the work will be subcontracted.

Audiovisual installation services can be confusing and stressful but that should not be the case. Our team brings confidence to the project and we look forward to sharing in your success along the way. We have the resources, experience and expertise to carry out your project's vision so we look forward to hearing your thoughts when time allows.

With Gratitude,



Lee Putnam
President
Rockfan

Rockfan Peace of Mind Guarantee

With audio and video installation projects, the acronyms don't stop with AV! There's SPL, dB, EASE, DSP, aptX, ASIO and the list goes on...not to mention watts, ohms, absorption, dissipation, hertz and the various manufacturer specs and ever-evolving tech!

Know that partnering with Rockfan means providing yourself with peace of mind: not only will we work closely with you to see your project scope to successful completion, but you can also rely on us in the long run to provide guidance, advice and technical support.

We realize that projects can sometimes experience hiccups, whether it be a faulty connection cable, a dead battery or perhaps the need to have equipment tested and potentially repaired by the manufacturer. Rockfan will be there for you to fix those problems and find solutions to unforeseen circumstances.

We take pride in our work and always strive to foster long-term relationships built on service, integrity and sharing knowledge.

That's why, in addition to the standard manufacturers' warranties on products, we also offer the Rockfan Service Warranty Guarantee. So, what exactly is it?

Rockfan provides a 100% customer satisfaction guarantee for all technical labor, programming and design necessary to complete the project scope. You won't experience add-on charges after the fact and you can be confident that your project will be completed to your desired specifications.

We don't want you to feel like you're being nickel-and-dimed when you should instead be excited about how your new AV system will better serve your customers and employees and enhance your business.

We look forward to working with you now and into the future!

10-Step AV Installation Process

- Step #1. Jointly Review Quote & Scope of Work
- Step #2. Client Approves Quote & Scope of Work
- Step #3. Jointly Sign Contract & Agree to Installation Terms
- Step #4. Client Remits "Due at Signing" Invoice Amount
- Step #5. Rockfan Orders Equipment
- Step #6. Jointly Schedule Installation Dates Based on Equipment Availability
- Step #7. Rockfan Completes Installation Scope of Work
- Step #8. Client "Signs off" on Job Completion Scope of Work Verification
- Step #9. Client Remits "Final Payment" Invoice Amount
- Step #10. Post-Installation Warranty Terms Begin

Post-Installation Service Warranty

After the installation, Rockfan is still here for you! For 365 days after the completion of your project's scope of work, we offer the following **special service warranty rates** to meet your ongoing needs. Perhaps you hire new employees who need training or maybe you desire ongoing operations and maintenance assistance such as system tuning or cleaning. No matter the need, we'll answer the call. Based on the need and technical nature of the assistance, we'll work to schedule service and support in fast fashion.

Service Category	Standard Rate	Special Rate
Service Call Fee	\$125	No Charge
Hourly Rate: Field Technician Labor	\$90/hr	\$70/hr
Hourly Rate: Training	\$90/hr	\$70/hr
Hourly Rate: System Programming	\$195/hr	\$125/hr
Travel & Trip Charge Mileage Fee	\$1.50/mile	\$0.75/mile

Experience, Technical Competence & References

Q-SYS Programming and Integration: Rockfan has designed, programmed and deployed high-profile Q-SYS-based AV systems in settings big and small. Rockfan's President (Lee Putnam) was QSC's Q-SYS certified trainer for Colorado for eight years. In turn, we have vast experience with listening to clients' needs and customizing Q-SYS programming and control to align with their project vision.

All design, installation work, programming and training will be provided by salaried Rockfan staff; none of the work will be subtracted.

Rockfan is frequently subcontracted as a go-to Q-SYS programmer for AV consulting firms and other AV integrators, such as K2, AVI-SPL, Clearwing and more. Rockfan's field technicians all have experience with how the AV equipment will integrate with Q-SYS controls and programming capabilities detailed in the scope of work.

Rockfan also provides full-service live audio and lighting production services and has produced concerts, theatrical productions, music festivals and dance showcases at venues ranging from Red Rocks to city parks. With 100+ concert productions each year, our team has a keen awareness of how stages function, how performance venues should look and sound and how each room is unique. With respect to venue expectations, gear and production expectations, our team will be speaking the same language as the City of Louisville's technical staff.

The following case studies provide a snapshot of Rockfan's confidence and familiarity with municipal governments, multi-level high-profile organizations, Q-SYS and AV System integration.

Case Study Example #1: City of Fort Collins Q-SYS Projects

- **Summary:** Rockfan has designed and completed multiple Q-SYS projects and has several ongoing AV installs for the City of Fort Collins. The majority of the projects are built on a Q-SYS backbone, including AV upgrades at City Hall and Council Chambers, Fort Collins Municipal Court, Fort Collins Emergency Operations Center and Fort Collins Police Services Command Center. One particular room, referred to as the "Colorado Room" has become the gold standard for the City's HyFlex multipurpose meeting spaces. Our work in that space included integration of video, audio and projectors via full Q-SYS control with PTZ cameras, voice integration and touchscreen control.
- **Project Date:** 2021 – Ongoing working relationship.
- **Project Amount Range:** \$125,000 - \$175,000

Case Study Example #2: Denver Broncos Locker Room Q-SYS Integration

- **Summary:** Rockfan provided an audio and video upgrade to the Broncos' Visitor Locker Room at the stadium, including ceiling speakers, projector, screen and processing that was Q-SYS controlled. The project also required integration with the stadium's existing Q-SYS backbone and Rockfan worked with K2 to ensure that the new equipment was compatible and functioning properly.
- **Project Date:** 2023 – Ongoing working relationship
- **Project Amount Range:** \$100,000 - \$150,000

Case Study Example #3: Denver Zoo Q-SYS Programming

- **Summary:** In this K2-designed project, Rockfan was contracted to implement complex Q-SYS programming at the Denver Zoo's Veterinary Medicine Hospital in order to enhance the guest experience. The programming provided the ability for zoo guests in the lobby area to interact with veterinarians during medical procedures. A zoo staff member could control cameras inside the surgery room via an iPad to display live procedures on 86" lobby TVs. The staff member could also relay real-time questions to the vet who could then talk back to the guests via ceiling speakers installed in the lobby.
- **Project Date:** 2020 & 2021 update
- **Project Amount Range:** \$7,500 - \$15,000

Case Study Example #4: University Schools Auditorium & Football Field Q-SYS Integration

- **Project Scope:** Rockfan has designed and implemented multiple Q-SYS based AV upgrades for University Schools K-12 public charter school in Greeley, CO. The auditorium project featured a full-scale theatrical AV upgrade and was built on Q-SYS, including line arrays, lighting rig and video projection. The Q-SYS programming features an "easy mode" with control of basic functions via a touchscreen and an "advanced performance mode" that enables the lighting system to be managed by an independent lighting console. At the school's football stadium, Rockfan installed a new sound system and connected the stadium to the Q-SYS core within the auditorium which allows for the auditorium to serve as an overflow space for stadium events, such as pep rallies or adverse weather conditions.
- **Project Date:** 2020 – Ongoing working relationship
- **Project Amount Range:** \$100,000 - \$150,000

Case Study Example #5: Nissi's Entertainment and Event Center AV Installation

- **Project Summary:** Rockfan engineered and installed a full-scale audio and lighting system for this new music venue in Lafayette, CO. The system was designed upon a Q-SYS backbone that controls the house lights, enables a lighting console to take over control and handles the processing for the audio system and room tuning.
- **Project Date:** 2022
- **Project Amount Range:** \$50,000 - \$100,000

Project Case Study References

Reference for Case Study Example #1: City of Fort Collins Q-SYS Projects

- Contact: Carson Hamlin, Sr. Systems Engineer, City of Fort Collins
- Phone: 970-221-6510; Email: CHAMLIN@fcgov.com
- Project Date: 2021 – ongoing projects

Reference for Case Study Example #2: Denver Broncos Locker Room Q-SYS Integration

- Contact: Pat Jordan, Director of Broadcast and Technical Operations
- Phone: 720-258-3014; Email: Pat.Jordan@broncos.nfl.net
- Project Date: 2022 – 2023

Reference for Case Study Example #3: Denver Zoo Q-SYS Programming

- Contact: Dean Paulson, Sr. Director of IT, Denver Zoological Foundation
- Phone: 720-337-1426; Email: dpaulson@denverzoo.org
- Project Date: 2020 & 2021

Reference for Case Study Example #4: University Schools Auditorium & Football Field Q-SYS Integration

- Contact: David Wertz, Director of Technologies at University Schools
- Phone: 970-673-7675; Email: dwertz@universitieschools.com
- Project Date: 2021 – ongoing projects

Reference for Case Study Example #5: Nissi's Entertainment & Event Center AV Installation

- Contact: Marc Gitlin, Venue Owner, Nissi's
- Phone: 720-318-8631; Email: marc@nissis.com
- Project Date: 2021

Rockfan AVL Production & Integration: Key Project Staff

Key Project Staff: For purposes of this project, the following members of Rockfan's leadership team look forward to the opportunity of working with the City of Louisville.

- Lee Putnam, President: Company founder, chief systems engineer and primary point-of-contact.
 - Cell: 605-431-5714. Email: Lee@Rockfan.email
- Cody Green, Installation Manager: Crew chief, project manager and technical services coordinator.
 - Cell: 720-324-3819. Email: Cody@Rockfan.email
- James Yearling, General Manager: Procurement and communications.
 - Cell: 419-203-6824. Email: James@Rockfan.email
- Megan Beardsley, Office & Administrative Manager: Billing and administrative support.
 - Cell: 303-748-0547. Email: Megan@Rockfan.email

APPENDIX A

DISCLOSURE STATEMENT

Vendor must disclose any possible conflict of interest with the City of Louisville including, but not limited to, any relationship with any City of Louisville elected official or employee. Your response must disclose if a known relationship exists between any principal of your firm and any City of Louisville elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a contract as a result of your response. This form must be completed and returned in order for your proposal to be eligible for consideration.

NO KNOWN RELATIONSHIPS EXIST : No known relationships exist

RELATIONSHIP EXISTS (Please explain relationship)

—

—

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true as of the date; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Lee Putnam

President

Printed or Typed Name

Title



Signature

Council Chambers AV Upgrades

Council Chambers AV Upgrades | Quote ID: 1179



Job Name: Council Chambers AV Upgrades

Prepared for: City of Louisville

Quote Name: Council Chambers AV Upgrades

Meredyth Muth

Quote Date: 6/1/2023 - Valid for 30 Days

City Clerk

Quote #: 1179

Phone: (303) 335-4536

Version: 1

Email: clerksoffice@louisvilleco.gov

Prepared By:

Rockfan Entertainment LLC.

Lee Putnam

2649 E. Mulberry St. STE 8
Fort Collins, CO 80524

Office: (970) 682-4015
Cell: (970) 682-3258

<http://Rockfan.Rocks>

Email: lee@rockfan.email

Scope of Work

Rockfan is pleased to present this preliminary quote with respect to the City of Louisville's RFP for City Council Chambers Audio-Video Equipment Upgrade.

Please note that Rockfan cordially request a follow-up meeting to talk through options and reasoning per the quote contents. For example, Rockfan believes that several existing AV components can be salvaged and re-used in the upgrade, such as the displays, the equipment rack(s) and some microphones. Rockfan would be happy to quote all new products, but in the name of cost-savings and practicality, we have not quoted all products at this time.

The work and components within the quote will deliver upon the RFP's purpose and will allow users to easily operate the room without assistance from a broadcast technician. Rockfan will replace all video switching and control and will replace the existing system with that of the QSC Q-SYS ecosystem.

Rockfan will also look forward to formalizing warranty and service work guidelines that make sense for the City of Louisville staff and use of the room.

Council Chambers AV Upgrades

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1. Broadcast

Product	QTY	Price	Total
Blackmagic ATEM Television Studio 4K8 Powerful Ultra HD live production switcher similar to the non ISO HD model, however includes 8 x 12G-SDI inputs, 10 12G-SDI aux outputs for external recorders, 4 port 10G Ethernet switch and more!	1	\$4,499.00	\$4,499.00
Pro Presenter Live Presentation Software	1	\$399.00	\$399.00
Black Magic BMD-CONVMIC/SH12G/WPSU Blackmagic Design Micro Converter - SDI to HDMI 12G with PSU	6	\$159.00	\$954.00
QSC TSC-70-G3 Q-SYS 7" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	1	\$1,905.00	\$1,905.00
QSC TSC-710t-G3 Table top mounting accessory for TSC-70-G3 and TSC-101-G3.	1	\$455.00	\$455.00
QSC NV-21-HU 4K60 4:4:4 Network Video Endpoint for Q-SYSEcosystem, software configurable as Encoder or Decoder. 1 HDMI 2.0 Input, 1 USB-C Input, 1 HDMI 2.0 output. Optional Software License to enable AV Bridging (SLQBR-P).	3	\$1,999.00	\$5,997.00

1. Broadcast Total: \$14,209.00

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2. Dais			
Product	QTY	Price	Total
QSC NV-21-HU 4K60 4:4:4 Network Video Endpoint for Q-SYSEcosystem, software configurable as Encoder or Decoder. 1 HDMI 2.0 Input, 1 USB-C Input, 1 HDMI 2.0 output. Optional Software License to enable AV Bridging (SLQBR-P).	1	\$1,999.00	\$1,999.00
QSC TSC-70-G3 Q-SYS 7" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	1	\$1,905.00	\$1,905.00
QSC TSC-710t-G3 Table top mounting accessory for TSC-70-G3 and TSC-101-G3.	1	\$455.00	\$455.00
2. Dais Total:			\$4,359.00

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3. Lectern

Product	QTY	Price	Total
NETGEAR GSM4210PD-100NAS M4250-9G1F-POE+ FULLY MANAGED DESKTOP SWITCH	1	\$699.00	\$699.00
QSC NV-21-HU 4K60 4:4:4 Network Video Endpoint for Q-SYSEcosystem, software configurable as Encoder or Decoder. 1 HDMI 2.0 Input, 1 USB-C Input, 1 HDMI 2.0 output. Optional Software License to enable AV Bridging (SLQBR-P).	1	\$1,999.00	\$1,999.00
QSC TSC-70-G3 Q-SYS 7" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	1	\$1,905.00	\$1,905.00
QSC TSC-710t-G3 Table top mounting accessory for TSC-70-G3 and TSC-101-G3.	1	\$455.00	\$455.00
3. Lectern Total:			\$5,058.00

Council Chambers AV Upgrades

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4. Wireless Mics

Product	QTY	Price	Total
Shure MXCW640 Wireless Conference Unit with 4.3 inch color touchscreen for voting, interpretation channel selection, and conference information, integrated NFC ID card reader, chairman, delegate, listener, and ambient modes, integrated loudspeaker, 10-pin microphone connector, 2 3.5mm headphone jacks with volume controls. Includes SB930 rechargeable Li-Ion battery.	4	\$1,620.00	\$6,480.00
Shure MXC416DF/C Cardioid Dual-Flex Gooseneck Microphone (16 in/40 cm) with flexible top and bottom sections, bi-color LED, 10-pin connector, and foam windscreen, for MXC, MXCW conference units; black	4	\$224.00	\$896.00
Shure MXCWAPT-A Access Point Transceiver for US only; manages audio routing, frequency coordination, and system control for up to 125 wireless conference units; includes 10 Dante™ inputs/outputs and analog XLR inputs/outputs; requires Power-over-Ethernet. Includes paintable cover and wall/ceiling mounting plate.	1	\$4,053.00	\$4,053.00
Shure MXCWNCS-US NETWORKED CHARGING STATION, 10BAY SB930, US IEC POWER CORD	1	\$1,216.00	\$1,216.00
4. Wireless Mics Total:			\$12,645.00

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5. Processing

Product	QTY	Price	Total
QSC CORE 110f-v2 Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, POTS and VoIP telephony, no GPIO, 16 next-generation AEC processors, 1RU.	1	\$4,170.00	\$4,170.00
QSC SLQUD-110-P Q-SYS Core 110 UCI Deployment Software License, Perpetual.	1	\$234.00	\$234.00
QSC SLQSE-110-P Q-SYS Core 110 Scripting Engine Software License, Perpetual.	1	\$465.00	\$465.00
Netgear GSM4230P-100NAS 24 Port PoE Switch	1	\$1,399.00	\$1,399.00
Listen Technologies LS-31-072-D Listen iDSP Essentials Level 2 Stationary RF System (72 MHz) (Dante)	1	\$1,729.00	\$1,729.00
QSC QIO-ML2x2 Q-SYS peripheral providing 2 mic/line inputs and 2 line outputs. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC. Surface mountable, rack kit sold separately.	4	\$685.00	\$2,740.00
QSC QIO-PSU Power Supply Accessory to support up to 4 QIO units with external power.	1	\$185.00	\$185.00
QSC QIO-RMK Rack mount tray and blanking panels to mount up to four QIO units in a 1U 19" standard rack format.	1	\$185.00	\$185.00
5. Processing Total:			\$11,107.00

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6. Teleconferencing

Product	QTY	Price	Total
QSC NC-12x80 12x Optical Zoom 80° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket	2	\$3,999.00	\$7,998.00
QSC SLQBR-P Q-SYS AV Bridging feature license. One license is required per TSC Series Gen 3 touch screen controller with AV Bridging enabled. Perpetual. For NV-21-HU, TSC-70-G3 & TSC-101-G3	3	\$599.00	\$1,797.00
Extron MediaPort 200 HDMI and Audio to USB Scaling Bridge	1	\$3,499.00	\$3,499.00

6. Teleconferencing Total: \$13,294.00

Council Chambers AV Upgrades

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7. Video

Product	QTY	Price	Total
Barco G62-W9 (White) 9,000 Lumen Laser Projector - WUXGA - WHITE	2	\$10,999.00	\$21,998.00
Barco R9832756 The Barco R9832756 G Series Lens (Throw Ratio 1.52-2.92)	2	\$2,499.00	\$4,998.00
LG 55US670H9UA 55" 4K UHD SMART Hospitality TV PRO IDIOM B-LAN	1	\$896.00	\$896.00
Cheif MTM1U Universal display mount	1	\$196.00	\$196.00
QSC NV-21-HU 4K60 4:4:4 Network Video Endpoint for Q-SYSEcosystem, software configurable as Encoder or Decoder. 1 HDMI 2.0 Input, 1 USB-C Input, 1 HDMI 2.0 output. Optional Software License to enable AV Bridging (SLQBR-P).	6	\$1,999.00	\$11,994.00

7. Video Total: \$40,082.00

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8. Labor & Overhead			
Product	QTY	Price	Total
Demolition Fee Hourly Technical labor for demolition of existing equipment; TBD recycling fee to be reiumbursed by City of Louisville	4	\$90.00	\$360.00
Project Overhead Administrative Fees and overhead for potential increase in freight and/or manufacturer product pricing	1	\$2,000.00	\$2,000.00
Rockfan Engineering Labor Labor for designs and engineering	24	\$180.00	\$4,320.00
Rockfan Install Tech Trained technician install labor.	168	\$90.00	\$15,120.00
Rockfan Shipping Shipping and Delivery Expense - ESTIMATE	1	\$899.00	\$899.00
Rockfan Trip Charge Job site travel, fuel and delivery fees.	5	\$150.00	\$750.00
Rockfan Bulk Cable Cable needed to complete install. - ESTIMATE	1	\$2,500.00	\$2,500.00
Rockfan Misc Hardware Misc. Hardware needed for install. - ESTIMATE	1	\$800.00	\$800.00
Rockfan Colorado Retail Delivery Fee Department of Revenue Surcharge	1	\$0.27	\$0.27
8. Labor & Overhead Total:			\$26,749.27

Council Chambers AV Upgrades

Council Chambers AV Upgrades - v.1



	Products Total:	\$ 127,503.27
+	Tax Estimate (7.40%):	\$ 0.00
=	Due at signing:	\$ 102,002.62
+	Due at substantial completion:	\$ 25,500.65
=	Grand Total with Tax:	\$ 127,503.27

Note: Additional shipping charges and taxes may apply. By signing this quote you also agree to our installation terms and conditions

City of Louisville

Meredyth Muth

Signature

Date

Rockfan Entertainment, LLC Installation Service Agreement

This installation agreement ("contract") is made and entered into by and between Rockfan Entertainment, LLC, 2649 E. Mulberry St., Suite 8, Fort Collins, Colorado ("Rockfan") and **City of Louisville**, located at 749 Main Street Louisville, CO 80027 ("Client").

1. **Statement of Purpose of Agreement.** Rockfan desires to provide and the Client desires to receive the requested audio-visual (AV) installation and integration services as described in the Proposal Scope of Work "Scope of Work", attached to this Agreement. Such services are limited to what is listed in the Scope of Work, but may include designing systems and controls, procuring products and materials, providing labor for installation, and implementing programming and training. To carry out these purposes, the parties agree to the terms of this Agreement.
2. **Client's Payment Obligations.**
 - a. The Client agrees to pay **\$ 127503.27** which is the Grand Total with Tax (if applicable) listed in the quote. Payment shall be made as follows:
 - i. **\$ 102002.62** Due at signing (80% of Grand Total with Tax)
 - ii. **\$ 25500.65** Due on Completion of Scope of Work.
 - b. If the payment terms of this Paragraph 2 differ from that stated in the Scope of Work, the terms of this Paragraph control.
3. **Rockfan's Service Obligations.**
 - a. After payment of the amount due at signing, Rockfan will provide the services described in the Detailed Description of the Scope of Work.
 - b. Rockfan is not required to perform services that are not reasonably identified in the Scope of Work, and that are not otherwise mutually agreed to by the parties in accordance with subparagraph 9.a below.
 - c. Rockfan and its employees, contractors, or other representatives will comply with all Client standards and policies to the extent that Client advises of them in writing to Rockfan.
4. **Effectiveness and Date.** This Agreement is effective when all parties have signed it. The date of this Agreement is the date it is signed by the last party to sign.
5. **Estimated time to Completion.** Client understands that the estimated time to project completion is based upon equipment availability, labor needs, any requested or agreed Change Orders and similar factors that may affect the timeline for delivery of services. If a targeted completion is desired, Client understands that this is an estimate only and not a guarantee.
6. **Indemnification.** The Client agrees to defend and indemnify Rockfan and its affiliates, including its shareholders, officers, directors, employees, and agents, for any and all damages, losses, liabilities, claims and causes of action of any kind, including property damage, bodily injury or death, or any other consequential damage, arising out of or related to the conduct of the Client or its affiliates, including its shareholders, officers, directors, employees, volunteers, subcontractors, suppliers, or any other person or entity visiting Client's property or acting on the Client's behalf. Such conduct includes but is not limited to failure to protect and keep unauthorized individuals away from the area of installation during performance of the Scope of Work; failure to properly and safely use the equipment installed or otherwise provided; and alteration of equipment or installation work following Completion. Such conduct is not limited to acts or omissions that constitute a breach of this Agreement. In the event the Client is obligated to defend under this Paragraph 6, Rockfan retains the right to select counsel and control the defense. The obligations of this Paragraph 6 survive the termination of this Agreement.

Installation Contract

Council Chambers AV Upgrades | Quote ID: 1179



7. **Media Release.** Client grants Rockfan the right, without compensation, to photograph, record video, and/or record installation projects before and during performance of services and after Completion. Client further grants Rockfan the right to use those images and recordings in publicly disseminated information and materials in any medium, including but not limited to print, internet, social media, radio, television or other digital formats. Client releases Rockfan from any and all liability related to such use.

8. Force Majeure.

- a. If Rockfan's ability to perform any obligation under this Agreement is prevented, restricted or delayed because of unforeseen circumstances beyond such Rockfan's reasonable control, including but not limited to acts of God; acts of a public enemy; war; rebellion; insurrection; riot; terrorist acts; epidemic; pandemic; any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental authority or any political subdivision or any department or regulatory agency thereof, including quarantine restrictions, stay-at-home orders or any requirements or restrictions of a similar nature; orders of any court or arbitral body; changes in law; acts of any person or persons engaged in subversive activity or sabotage; fires, floods, explosions, storms, earthquakes, lightning; or other catastrophes; strikes, lockout, picketing, work slow-downs or other labor disputes; boycott; embargoes; blockade; unavoidable delays or inability to obtain equipment, labor, fuel, steam, water, electricity or materials or anything else necessary to operate a party's offices or equipment or otherwise provide services (a "Force Majeure"), then Rockfan will be excused from performance of the obligation to the extent and for the duration of such prevention, restriction or delay. Rockfan will give the other party prompt and detailed notice of the Force Majeure, including the probable duration thereof, and will promptly notify the Client when the Force Majeure has ended. During the Force Majeure, Rockfan will use its best efforts to avoid, reduce or eliminate the Force Majeure's effect on the performance of its obligations under this Agreement.
- b. If a Force Majeure continues to affect Rockfan's performance under this Agreement for more than 90 days, either Client or Rockfan may terminate this Agreement upon written notice to the other party. If this Agreement is terminated under this provision and prior to Completion, then Client is obligated to compensate Rockfan for all equipment purchased, even if not yet installed, all labor performed, and all other costs listed in the Scope of Work that Rockfan has incurred prior to termination of the Agreement. If Client has paid Rockfan more than it is obligated to compensation Rockfan under the terms of this provision, then Rockfan will refund the difference.

9. General Terms.

- a. **Amendments.** This Agreement may not be amended except in a writing that is agreed to and acknowledged by both parties. This includes but is not limited to changes to the Scope of Work requested by the Client or recommended by Rockfan.
- b. **Jurisdiction and Venue; Choice of Law.** This Agreement is governed by Colorado law without giving effect to those principles of conflict of laws that might otherwise require the application of the laws of another jurisdiction. Any arbitration, enforcement of an arbitration award, or litigation must be brought in District Court, Larimer County, State of Colorado or the U.S. District Court for the District of Colorado, if appropriate, and each party submits to the exclusive jurisdiction of those courts and waives the right to change venue. Each party further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.
- c. **Nonassignability.** This Agreement is not assignable by any party without the written consent of the other party.
- d. **Severability.** Any invalid or unenforceable provision will be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and the remainder of this Agreement will remain in full force and effect.
- e. **No Waiver.** No waiver of any breach of any one or more of the terms of this Agreement by either party will be deemed to imply or constitute a waiver of a breach of the same term in the future, or a waiver of a breach of any other term of this Agreement. No provision of this Agreement may be waived except by a written waiver signed by the waiving party.

Installation Contract

Council Chambers AV Upgrades | Quote ID: 1179



- f. **Third-Party Beneficiaries.** The parties agree that this Agreement is for the parties' mutual and exclusive benefit, that it does not confer any rights upon any person not a party to this Agreement, and that no individual or entity shall be construed or considered to be a third-party beneficiary of this Agreement, including any payor or other individual or entity.
- g. **Complete Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement, and supersedes completely all negotiations, discussions, and prior agreements, oral or written, between the parties with respect to the subject matter of this Agreement. This Agreement may not be amended except in a writing that is agreed to and acknowledged by both parties.
- h. **Further Assurances.** The parties agree that they will execute, acknowledge, and deliver any further instruments or documents or take such actions as may be necessary to give force and effect to this agreement and to carry out the intent of the provisions of this agreement.
- i. **Interpretation.** Any ambiguity in this Agreement shall not be resolved against either party under any rules of construction.
- j. **Dispute Resolution.** If a Dispute (defined as a claim or controversy arising from this Agreement including, without limitation, contract, tort and other claims) arises between the parties, the parties agree to first attempt to resolve the dispute through friendly discussions. If friendly discussions fail to resolve the Dispute, then any party may require, by written demand, that the Dispute be submitted to nonbinding mediation.
- k. **Costs.** If either party retains counsel for the purpose of enforcing or preventing the breach or any threatened breach of any provision of this Agreement or for any other remedy relating to it, then the prevailing party will be entitled to be reimbursed by the non-prevailing party for all costs and expenses so incurred (including reasonable attorney's fees, costs of bonds, and fees and expenses for expert witnesses) unless the arbitrator or other trier of fact determines otherwise in the interest of fairness.
- l. **Supremacy.** In the event this Agreement conflicts with any other document between the parties for the transactions subject to this Agreement, the terms of this Agreement will control.
- m. **Survivability.** The obligations in this Agreement, which by their nature would continue beyond the termination, cancellation, or expiration of this agreement will survive the Termination of this Agreement, even if the terms of this Agreement do not otherwise specify that they survive.
- n. **Notice.** Any notice, demand, or other communication (collectively, a "notice") made pursuant to this Agreement must be in writing and either delivered by email, personally, sent by overnight delivery courier, or sent by certified or registered mail, postage prepaid, return receipt requested to the person designated below. Delivery is effective on the date emailed or personally delivered to the parties requiring notice, or the date confirmed delivered by the overnight delivery courier or by the mail service. Notices must be addressed to the parties' representatives and at the addresses or email(s) listed below their signature in this Agreement. Each party shall advise the other party immediately of any change in address or other contact information to which notice should be given.
- o. **Scanning and Photocopies.** The parties agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight that accurately reproduces the original of this document may be used for any purpose just as if it were the original, including proof of the content of the original writing.
- p. **Counterparts.** This agreement may be executed in counterparts which, when taken together, will be deemed an original and constitute one and the same document. Facsimile transmission of executed signature pages will be sufficient to bind the executing party.

Installation Contract

Council Chambers AV Upgrades | Quote ID: 1179



Signature Page

Each party is signing this Agreement on the date stated opposite that party's signature.

Date: _____, 20__

Rockfan Entertainment, LLC

By: _____

Name: _____

2649 E. Mulberry St., STE 8

Fort Collins, CO 80524

lee@rockfan.email

info@rockfan.email

Date: _____, 20__

Client Name: City of Louisville

By: _____

Name: _____

Title: _____

Address: _____

Email: _____

From: [James Yearling](#)
To: [Clerks Office](#)
Cc: [Installs](#); [Lee Putnam](#)
Subject: Rockfan Proposal: City Council Chambers AV Equipment Upgrade
Date: Monday, July 3, 2023 2:52:36 PM
Attachments: [Rockfan_Council Chambers AV Upgrade Quote_1179_v1.pdf](#)

You don't often get email from james@rockfan.email. [Learn why this is important](#)

Hello, Meredyth & Team:

I hope Monday is treating you well! When time allows, please see the attached proposal regarding the RFP for City Council Chambers AV Equipment Upgrade.

Please note that Rockfan cordially requests a follow-up meeting to talk through options and reasoning per the quote contents. For example, Rockfan believes that several existing AV components can be salvaged and reused in the upgrade, such as the displays, the equipment rack(s) and some microphones. Rockfan would be happy to quote all new products, but in the name of cost-savings and practicality, we have not quoted all products at this time.

The work and components within the quote will deliver upon the RFP's purpose and will allow users to easily operate the room without assistance from a broadcast technician. Rockfan will replace all video switching and control and will replace the existing system with that of the QSC Q- SYS ecosystem.

Rockfan will also look forward to formalizing warranty and service work guidelines that make sense for the City of Louisville staff and use of the room.

Thank you for the consideration and please let us know if we can further assist at this time.

Best Regards,
James Yearling
General Manager
Rockfan AVL Production/Integration
o: 970-682-4015 | c: 419-203-6824
e: James@rockfan.email
a: 2649 E Mulberry St. #8, Fort Collins, CO 80524
w: <http://rockfan.rocks>



==CAUTION: EXTERNAL EMAIL==