

RESOLUTION NO. 05-22  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER JoAnne Rau ON  
THE 24<sup>th</sup> DAY OF January, 2022.

A RESOLUTION ACCEPTING THE PROPOSAL  
SUBMITTED BY BEACON AUDIO VIDEO SYSTEMS  
FOR THE PURCHASE OF POLICE TRAINING ROOM AV  
UPDATE AND AUTHORIZING THE CITY MANAGER  
TO ENTER INTO A CONTRACT IN CONNECTION  
THEREWITH.

WHEREAS, the City of Centerville sought and received a proposal  
for Police Training Room AV equipment updates; and

WHEREAS, Beacon Audio Video Systems provided the best proposal  
at a total cost of \$49,047.46 due to its familiarity with the Police set up,  
being a local company, the EOC functionality and prior good experience  
with their equipment.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE  
HEREBY RESOLVES:

Section 1. That the proposal submitted by Beacon Audio Video  
Systems for the purchase of Police Training Room AV updates to the City  
Of Centerville for a price of \$49,047.46 is hereby accepted, a copy of which  
proposal and contract is attached hereto, incorporated herein, and Marked  
Exhibit "A".


Section 2. That the City Manager is hereby authorized to do all things  
necessary to execute the contract with Beacon Audio Video Systems, as  
stated above.

Section 3. This resolution shall become effective at the earliest date  
allowed by law.

PASSED this 24<sup>th</sup> day of January, 2022.

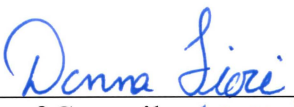
  
\_\_\_\_\_  
Mayor, City of Centerville, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of Council, City of Centerville, Ohio  
(Acting)

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio hereby certifies that the foregoing is a true and correct copy of Resolution Number 05-22 passed by the Council of the City of Centerville, Ohio on the 24<sup>th</sup> day of January, 2022.

  
\_\_\_\_\_  
Clerk of Council (Acting)

Approved as to form, consistency  
with the Charter and Constitutional Provisions.  
Department of Law  
Scott A. Liberman  
Municipal Attorney

## CONTRACT

## Police Training Room AV Update

## City of Centerville

Revision: 2  
Modified: 1/7/2022

Presented By:

**Beacon Audio Video Systems**

155 N. Main St.  
Centerville, Ohio 45459  
937-723-9587

- A.** The general project description is contained in the attached document and related documents from herein referred to as the "Proposal".
- B.** The specific work to be performed by Contractor is the installation of the specified system as outlined in the Proposal.
- C.** The total amount to be paid by the owner for the performance (subject to additions and deductions by written change order) shall not exceed the total specified in the Proposal.
- D.** Progress payments will be made according to the payment schedule below. Equipment will not be ordered until the equipment deposit has been submitted. These times are subject to the timing of the construction and the lead times required for the ordered equipment to be delivered.
- E.** Payment is due immediately after invoicing. Unpaid balance beyond 10 days after invoicing of completed tasks as outlined in item D shall bear interest payable to Contractor at a rate of 1.5% per month simple interest.
- F.** This Proposal expires 30 days following the date stated on the top of this agreement. No work will be scheduled without a deposit plus a signed copy of this agreement. All drawings and specifications contingent on agreement and retainer.
- G.** If job is of a retro-fit/remodel nature on an existing structure, and scope of work exceeds time estimated to complete because of unforeseen circumstances, owner agrees that he/she will be back-charged at a rate of \$65 per man, per hour for all extra labor involved in completing the job.
- H.** All drawings and documentation are contingent on retainer. Since preparing a proposal requires system design & engineering by a professional Systems Integrator, only one version of the proposal will be prepared without a retainer. If a second version is required or if project is for design & documentation only, a minimum \$400 Design Retainer will be collected. This Design Retainer will cover up to three additional designs and proposals, as well as one block-diagram drawing of the system. For a \$1000 Design Retainer, client will receive up to three versions, one block diagram drawing, plus one basic cabinet audio placement and specification drawing. The retainer covers design & engineering time and is non-refundable.
- I.** Contractor reserves the right to replace proposed models in the case of obsolescence, discontinuation or unavailability with a comparable model of equal or greater value upon customer approval. Contractor will not be held responsible or liable in any way for any said product's obsolescence, discontinuation or unavailability.

## Payment Schedule

|                 | Amount      | Due Date |
|-----------------|-------------|----------|
| Initial Deposit | \$29,428.48 |          |
| Trim Balance    | \$0.00      |          |
| Finish Deposit  | \$0.00      |          |
| Finish Balance  | \$19,618.98 |          |

### 1. Contract Documents and Details

The contract documents consist of this agreement, including all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in work. Work not covered by contract documents will not be required unless it is required by reasonable inference as being necessary to produce the intended result. The costs associated with any related work or materials, including, but not limited to electrical, drywall, painting, cabinets are not included unless specifically documented in the proposal. Contractor is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.

### 2. Time

With respect to schedule completion of the tasks in section D, time is of the essence. If Contractor is delayed at any time in the progress of the work by owner change orders, fire, labor disputes, acts of God or other causes beyond Contractor's control, the completion schedule for the work or affected parts of the work shall be extended by the same amount of the time caused by the delay.

### 3. Payments and Completion

The above Payment Schedule is a guideline and approximation. Since contractor will, if possible, open, test and burn-in equipment before delivery, all components must be paid for before delivery to job site. Payments may not be withheld under any circumstances. Any disputes due to legal claims will be settled independently in good faith between the parties. Final payment shall be due immediately following completion of the project. Contractor will hold owner harmless with respect to claims of subcontractors and suppliers.

### 4. Insurance

Contractor shall purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the owners property resulting from the conduct of this contract.

### 5. Changes in the Contract

The owner may order changes, additions, or modifications without invalidating the contract. Such changes must be in writing and signed by the owner. The contractor shall provide the owner in writing the amount of additional costs or cost reductions resulting from changes ordered within 15 working days unless this requirement is waived in writing by the owner. Change Orders shall be paid in full upon acceptance of change and shall not alter the contract's payment schedule. In case of product unavailability or discontinuation, contractor reserves the right to substitute equipment of equal or better quality with clients approval. Contractor will be held blameless in case of product unavailability or discontinuation.

### 6. Warranty

Contractor warranties all parts and labor involved in an installation for one year. Contractor will also be glad to help the client get their manufacturer-warrantied equipment serviced though out the life of the said warranty.

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**Client: City Of Centerville**

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**Date:**

**Approved As To Form:**

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**Date:**

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**Municipal Attorney**

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**Contractor: Beacon Audio Video Systems**

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**Date:**

# PROPOSAL

## Police Training Room AV Update

**City of Centerville**

Revision: 2  
Modified: 1/7/2022
















Presented By:

**Beacon Audio Video Systems**

155 N. Main St.  
Centerville, Ohio 45459  
937-723-9587

Unassigned

|   |          |   |              |
|---|----------|---|--------------|
|    | <b>1</b> | <b>AVPro Edge AC-MX82-AUHD</b><br>18Gbps True 4K60 4:4:4, 8X2 Matrix & Auto Switch/AVR Bypass                                 | \$1,318.95   |
|    | <b>9</b> | <b>AVProEdge AC-BTSSF-10KUHD-30</b><br>Bullet Train 30M Active Optical HDMI Cable rated for 10K/120Hz/48Gbps                  | \$6,209.55   |
|    | <b>1</b> | <b>Bavs MISCELLANEOUS MATERIALS</b><br>Miscellaneous Materials  | \$600.00     |
|    | <b>1</b> | <b>Blackwire Designs C4Z-YAMAHA-MTX</b><br>Control4 Driver for Yamaha MTX Series Audio Processor                              | \$849.95     |
|    | <b>2</b> | <b>Control4 C4-CBL3.5-DB9B</b><br>3.5mm to DB9 serial cable, 6 feet, HC-250, EA-1, EA-3                                       | \$40.00      |
|   | <b>1</b> | <b>Control4 C4-EA3</b><br>Entertainment and Automation Controller Featuring 3 Hi Resolution Audio Outputs                     | \$1,229.40 * |
|  | 1        | Control4 C4-EA3RMK1-BL<br>Control4 EA-3 Rack Mount Kit  |              |
|  | 1        | Wirepath WP-PC-CAT6-7FT-BLU<br>Cat 6 Ethernet Patch Cable - 7 ft   Blue   |              |
|  | <b>1</b> | <b>Control4 C4-T4IW8-XX</b><br>T4 Series In Wall 8" Touchscreen w/Dual Microphones, Dual Speakers, Audio/Video Intercom       | \$1,060.00 * |
|  | 1        | Control4 C4-RWB57C-P<br>Retrofit Box For 5" and 7" Control4 Touchpanels.  |              |
|  | <b>9</b> | <b>Lg 49VL5G-A</b><br>49 2.25mm Narrow Bezel Video Wall with 450 nit Brightness   | \$20,699.55  |
|  | <b>9</b> | <b>Peerless-AV DS-VW775-QR</b><br>SmartMount Supreme Full Service Video Wall Mount with Quick Release for 46" to 60" Displays | \$4,859.55   |
|  | <b>1</b> | <b>Yamaha MTX3</b><br>MTX series matrix processor, 26 x 8 zone, YDIF interface, 8 input/4 output GPI, 1U                      | \$1,549.95   |

\* Price Includes Accessories

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**Unassigned Total**

**\$38,416.90**

**Training Room Total**

**\$38,416.90**

**Project Subtotal:**

**\$38,416.90**

\* Price Includes Accessories



# PROJECT SUMMARY

|                         |             |
|-------------------------|-------------|
| Equipment:              | \$38,416.90 |
| Misc. Parts Adjustment: | \$1,152.56  |
| Labor:                  | \$9,478.00  |

**Grand Total: \$49,047.46**

Client: City Of Centerville

Date

Approved As To Form:

Municipal Attorney

Date

Contractor: Beacon Audio Video Systems

Date