CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
TRITON TECHNOLOGY SOLUTIONS, INC.

THIS AGREEMENT is made and entered into this 7th day of October, 2015 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and TRITON TECHNOLOGY SOLUTIONS, INC., a California Corporation ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide professional engineering services to upgrate the City's existing audio/video design and specifications in the City Council Chambers, Conference Room 1A, New Community Meeting Room and Broadcast Systems as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed One Hundred Thirty Six Thousand One Hundred and Twenty Five Dollars ($136,125.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or

the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of Thirty six (36) months, ending on October 7, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

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4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers

are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "D" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City CEO or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
Triton Technology Solutions, Inc. 32234 Paseo Adelanto, Suite E-1 San Juan Capistrano, CA 92675 Tel: (949) 388-3919 Fax: (866) 275-9175 Attn: Kristen Tetherton	City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Tel: (714) 754-5208 Fax: (714) 754-5028 Attn: Larry Dreiman

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this

Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant

of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this

Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this

Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

_____ Date: _____
Mayor of Costa Mesa

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

ATTEST:

_____
City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

_____ Date: _____
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Project Manager

DEPARTMENT HEAD APPROVAL

_____ Date: _____
Ernesto Munoz, Public Services Director

EXHIBIT A

REQUEST FOR PROPOSALS

CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

July 29, 2015

SUBJECT: **REQUEST FOR PROPOSALS (RFP's) TO UPDATE THE CITY'S EXISTING AUDIO/VIDEO DESIGN AND SPECIFICATIONS FOR UPGRADES TO THE CITY COUNCIL CHAMBERS, CONFERENCE ROOM 1A, NEW COMMUNITY MEETING ROOM AND COSTA MESA TV BROADCAST SYSTEMS.**

Dear Consultant:

The City of Costa Mesa is requesting a proposal from your firm to provide professional services for the upgrading of the City's existing Audio/Visual systems. The schedule is as follows:

ENGINEERING SCHEDULE		DATE
1.	Proposal Received by the City	8/7/15
2.	Award of Professional Services Agreement	9/15/15
3.	Project Kick-off Meeting	9/16/15
4.	Submit Complete Plans, Specifications	10/16/15

Enclosed is a Request for Proposals to provide professional services for the subject project. The proposal requirements and the necessary professional services required by the City are stated within the RFP's. The consultant shall provide all services as requested in the RFP's and stated in the submitted proposal.

CITY OF COSTA MESA CONTACT PERSON

The City of Costa Mesa contact person for this project is Dane Bora, at (714) 754-5098.

PROPOSAL SUBMITTAL REQUIREMENTS

Please submit three (3) copies of the proposal and two (2) copies of the fee proposal no later than 3:00 p.m., on Friday, August 7, 2015. All proposals shall be delivered or mailed to:

Larry Dreiman, P. E.
City of Costa Mesa
Public Services/Engineering
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628

Mailing Address:
P.O. Box 1200, Costa Mesa, CA 92628-4193

Sincerely,

Fariba Fazeli, P. E.
City Engineer

REQUEST FOR PROPOSALS TO UPDATE THE CITY'S EXISTING AUDIO/VIDEO DESIGN AND SPECIFICATIONS FOR UPGRADES TO THE CITY COUNCIL CHAMBERS, CONFERENCE ROOM 1A, NEW COMMUNITY MEETING ROOM AND COSTA MESA TV BROADCAST SYSTEMS

1. INTRODUCTION

The City of Costa Mesa, California (City) is soliciting Request for Proposals (RFP's) for selection of an Engineering firm to update the City's existing audio/video design and specifications for upgrades to the City Council Chambers, conference room 1A, new community meeting room, and Costa Mesa TV broadcast systems.

The parent project will consist of the remodel of the City's Council Chambers, audio/visual control room, conference room 1A, conversion of the former print shop into a community meeting room and remodel of the employee/community lounge. The architectural firm of Dougherty and Dougherty has prepared a set of construction documents that covers the majority of the remodeling project. The original plans for the A/V system upgrade project have been prepared by Triton Technology.

However, the existing A/V design and specifications for upgrades to the current A/V and broadcast systems are more than 18 months old and need to be updated (by A/V consultant) to accommodate discontinued equipment, model changes, and improved specifications. In addition, the existing plans will be reviewed to ensure there is appropriate expansion capability considering the changes to Conference Room 1A and the addition of the new Community Room. The current plans include upgrades to the Council Chambers, Conference Room 1A and Costa Mesa TV master control. A new community meeting room was recently approved, resulting in needed modifications & capability changes to the current A/V design for Conference Room 1A. These capabilities will be moved into the Community Room.

The City wishes to hire an A/V specializing firm to update and complete the audio/visual design documents and provide support during construction.

With a separate contract, the City will be hiring an architectural firm to finalize the construction documents, provide the needed professional services (i.e. Architectural, Electrical, Structural, Mechanical, etc., calculations and documents) to incorporate the A/V modifications into the construction documents, obtain City permits.

The City's goal is to have a proposal for the professional services needed to complete this audio/visual design update and to work with the Architect to fully and seamlessly incorporate the updated audio/visual design into the parent project. If you feel that any items should be added to the scope of work to accomplish this goal please include a separate description and cost item in your proposal.

2. CONTENT OF PROPOSAL

To maintain uniformity, your proposal must be limited to ***a maximum of 15 pages*** (excluding front and back covers, section dividers, resumes, and photographs) and include the following:

Statement of project understanding containing any suggestions to expedite the project or additional concerns that the City should be made aware of, and a project approach containing any scope of work tasks you feel are necessary for the successful completion of the project.

A project team organization chart identifying those who will perform work, and a brief resume of

each team member, including similar type projects in which they have been directly involved. Identify the Project Manager and the Project Engineer proposed for this project. The Project Manager will be the primary contact person to represent your firm and to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified in the proposal with the same requirements as for the main consultant.

A list of similar projects that your firm has completed within the last five years. Information of the completed projects should include project name and description, agency or client name along with the person to contact and telephone number, year completed, engineering fee, and project construction cost.

A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.

A fee proposal provided in a separate sealed envelope.

3. CONSULTANT SELECTION COMMITTEE

The Public Services Department of the City of Costa Mesa has established a Consultant Selection Committee consisting of at least four (4) members from this department who have acted in the capacity of Project Manager or Project Engineer for the City on previous similar projects. The evaluation of each proposal will be based on the technical information and qualifications presented in the proposal, reference checks, and other information, which will be gathered independently.

4. FEE PROPOSAL

A. Two separate fee schedules for the project shall be submitted in a separate sealed envelope plainly labeled "Fee Proposal" with your company's name and the project title.

B. A cover letter stating the not-to-exceed total lump sum fee.

C. The fee schedule shall depict individual project tasks, man-hours, and basic hourly rates for specific personnel to be used. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increases during the contract duration.

D. Payment shall not be processed for any submitted invoices if the consultant is behind the design schedule for any of the outlined tasks.

5. ESTABLISHMENT OF FEES

The fee proposal will not be opened until the Consultant Selection Committee has evaluated the consultants' submitted proposals. In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the "not-to-exceed" fee submitted in the fee proposal.

6. PROFESSIONAL SERVICES AGREEMENT

City of Costa Mesa has a sample of the Professional Services Agreement, which is available at the City for your review. The RFP's and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.

The City will not permit reduction in the City's "Scope of Consultant Services" without written approval.

7. INSURANCE REQUIREMENTS

General Liability:	$1,000,000
Automobile Liability:	$1,000,000
Workers Compensation and Employers' Liability:	$1,000,000
Professional Liability:	$1,000,000

Additional and primary Insurance endorsements shall include the City of Costa Mesa.

8. SCOPE OF CONSULTANT SERVICES

A: Update City's existing audio/video design and specifications for upgrades to City Council Chambers, community meeting room, Conference Room 1A and Costa Mesa TV broadcast systems.

The City's existing design and specifications for upgrades to the current audio/video and broadcast systems are more than 18 months old and need to be updated to accommodate discontinued equipment, model changes, and improved specifications. The plans will be reviewed to ensure there is appropriate expansion capability considering the changes to Conference Room 1A and the addition of the new Community Room. The current plans include upgrades to the Council Chambers, Conference Room 1A and Costa Mesa TV master control. A new community meeting room has been approved, resulting in needed modifications & capability reductions to the current a/v design for Conference Room 1A. These capabilities will be moved into the Community Room.

The design consultant will update the existing a/v design and specifications including modifications to the previously written bid specifications. They will create a new bid-ready plan and incorporate that plan with the A/V design for new community meeting room detailed in following section.

B: Provide audio/video design services for a new community meeting room located at Costa Mesa City Hall and integrate the audio/video design with the existing plans for audio/video upgrades in the Council Chambers and broadcast systems.

The idea of converting the City's former Print Shop was conceived after the original a/v upgrades were designed and specified for the Council Chambers, Conference Room 1A and Costa Mesa TV. The design consultant will provide a/v design specifications for the new community meeting room and ensure that the design integrates with a/v design for City Council Chambers, Conference Room 1A and Costa Mesa TV Broadcast systems into one completely unified a/v plan and specifications. This room will have audio, presentation, broadcast, and IT elements to it and the coordination of all of these systems with existing and previously designed infrastructure is the responsibility of the Consultant. It may include projection and direct view display technology.

The design consultant will need to provide the following services and/or deliverables:

- Conceptual Design
  - Conceptual Block and flow diagrams
  - Rough Order of Magnitude (ROM)
  - Estimate of proposed equipment
  - Space layout drawings and preliminary functional description of the system
  - Equipment evaluation and demonstrations
- Detail Design
  - Conduct Meetings
  - Research Benchmark Equipment
  - Develop System Design using same standards and blocks as in original Council Chambers, Conference Room 1A and Costa Mesa TV Broadcast design
    - Single Line Drawings
    - Console and Rack Elevations
    - Final Space Planning. Floor plans and elevations with electrical, conduit, and equipment locations and placements
    - HVAC and Electrical requirements
  - Establish the Infrastructure
  - Coordinate with architect and other trades during the design
  - Critical Design Review of Technical Systems
  - Written bid specifications in similar format as created for the other spaces.
- All design documentation to be provided to the City in the original formats, i.e. AutoCad, Excel, etc. All documentation to be also provided in a pdf format.

C: Construction Management Services

Assist with bid process, including job walk and bid evaluation.

Provide System Installation Supervision & Oversight. Consultant will oversee the installation of the system and ensure the install contractor is meeting the design specification. Consultant will attend all meetings related to the construction and during the construction of the Council Chambers, Conference Room 1A, Production Control, and the Community Room. Consultant will also be available to answer any questions related to the design and/or or any changes that need to be made due to field conditions or access restrictions. Consultant's engineer will be onsite for two days per week for an estimated 6 week install period, plus additional five days onsite prior installation for meetings with General Contractor, A/V Contractor, Architect, City Staff, etc.)

System Testing & Commissioning. Consultant will verify all cable meets the bid specification and design parameters. The Consultant will also verify the cabling and its support is properly installed (some of this work may be provided during install phase). Any deficiencies will be provided to City and A/V contractor in a work order form. Consultant will schedule and coordinate all vendor commissioning with A/V Contractor and will ensure prerequisites are met prior to vendor coming onsite where applicable (includes voting, control, production switcher & broadcast sub-systems, and lighting systems).

System training: Consultant will schedule and coordinate all vendor training and will ensure prerequisites are met prior to vendor coming onsite where applicable. Consultant will be onsite for all product training and commissioning with vendors and will perform 3-4 days of overall system training.

The first section of training will be for users of the presentation systems in the Council Chamber, Conference Room, and the Community Room. These training sessions will include system startup, operation, and basic troubleshooting. There may be more than one of these sessions to accommodate the wide assortment of City Staff that use the system and their schedules.

The second section of the training for operators will include the operation, basic troubleshooting and basic maintenance of the broadcast production, and master control components of the system.

The third section of training is for advanced operators and engineering staff and will include review of all system documentation, explanation and correlation of documents to the finished system as well as advanced troubleshooting and system maintenance. It is expected that those attending this training have attended all previous training sessions.

Documentation Review: The Design Consultant will coordinate with the A/V contractor and provide as-built drawings derived from the Master Drawing Set maintained by the Contractor during the installation phase. The design consultant will then review as-builts and all final documentation that the A/V contractor delivers to the City per the bid specification responded to by the Contractor.

9. EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL

Each consultant must fully know all project conditions and the effort required to successfully complete the project. Failure to do so will not relieve the selected consultant of the obligations to carry out the contract.

10. RIGHT TO REJECT ALL PROPOSALS

A. The City of Costa Mesa reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP's or otherwise.

B. The City also reserves the right to award a portion of work or combination, thereof.

C. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the consultant. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by the consultant. All proposals submitted to the City of Costa Mesa become the property of the City.

11. SUMMARY

The City appreciates participation, and the intent of this RFP's is to establish the minimum consultant services required. Prior to awarding a contract, all insurance documents must be submitted and approved.

EXHIBIT B
CONSULTANT'S PROPOSAL

City of Costa Mesa

Request For Proposal To:

Update the City's Existing AV Design and Specifications for Upgrades to the City Council Chambers, Conference Room 1A, New Community Room, and Costa Mesa TV Broadcast System

Prepared for:

City of Costa Mesa
Public Services / Engineering
Attn: Larry Dreiman, P.E.
77 Fair Drive
Costa Mesa, CA 92626

Acceptance of this Proposal constitutes agreement with the terms of confidentiality noted herein. This Proposal constitutes an offer, which remains valid for a period of 90 days after the proposal submission date. This Proposal is proprietary to Triton Technology Solutions, Inc and its clients. It is furnished and accepted in strict confidence for use in connection with any project described herein. It is to be held in strict of confidence by and between Triton Technology Solutions, Inc, its clients, their agents and employees. Distribution, photocopying, or dissemination in any way to competitors of Triton Technology Solutions, Inc without the expressed written permission of Triton Technology Solutions, Inc is strictly prohibited.

Triton Technology Solutions, Inc 32234 Paseo Adelanto Suite E-1 San Juan Capistrano, CA 92675
Phone: 949-388-3919 * Fax: 866-275-9175

August 6, 2015

City of Costa Mesa
Public Services / Engineering
Attn: Larry Dreiman, P.E.
77 Fair Dr
Costa Mesa, CA 92626

Dear Mr. Dreiman,

Thank you for giving me the opportunity to provide a response to the RFP to update the city's existing audio/video design and specifications for upgrades to the City Council Chambers, Conference Room 1A, new Community Meeting Room and Costa Mesa TV Broadcast System. Following this cover letter, you will find the following information included in this response:

- Statement of Project, which describes our understanding of scope of work for the project with any recommendations to expedite the project or concerns that need to be brought to the City's attention
- Our Project Process describes our approach and methodology to the scope of work and what will be achieved at the completion of the process including objectives and deliverables
- Project Organization chart identifying who will be performing the work and the reporting structure.
- Project Team includes the list of Triton's team members, their responsibilities to the project, and a resume of their experience.
- Project References are outlined here with the projects contact reference and a summary of the project. This includes what team members were involved with these projects.
- Project Schedule with stages of work, and time frames showing the ability to perform in a timely manner.
- Fee Schedules are submitted on two separate sheets in a single sealed envelope labeled "Fee-Proposal"

Now that you are tasked with this project we feel we are the right company to assist you in this major undertaking. Triton has intimate knowledge of this project as we provided the design and documentation for the original project. We also have knowledge of the Community Room requirements as we worked with the City's staff to develop some preliminary budgets for this room even though that was out of our original scope of work. Besides these two reasons, we have an abundance of experience working with municipalities on very similar projects.

We feel we have a thorough understanding of the scope of your project by reading through the RFP, providing the original design and bid specifications, and by having years of experience designing and building similar systems.

In any project related business, communication, trust and relationships are key elements to a successful partnership. We view our role as that of your engineering and integration partner to help develop and

implement a system that fits your current functional needs while keeping a keen eye on future technology and workflow ideas. As your partner, we understand that you need current information consistently communicated

to you so that you can make informed decisions during the project implementation. We will work with you and your team to develop a communication process that fits your needs and goals.

At Triton Technology, we are committed to our project process and the quality of work we do. Please review and let me know if you have any questions about our proposal. We also invite you to contact any of our references which are also included in this proposal. We believe you will find that no other firm can combine the knowledge, experience, trust and technical skills that Triton Technology has to help you complete this project.

Please do not hesitate to contact me if you have any questions or concerns regarding this proposal.

Sincerely,

Kristen Tetherton
President

STATEMENT OF PROJECT

The City of Costa Mesa contracted with Triton Technology to provide the design and bid specifications for the following systems:

- Costa Mesa TV Broadcast, Production, and Master Control systems.
- Council Chamber audio-visual presentation, sound reinforcement, display, voting and system control systems.
- Conference Room 1A Production and audio-visual presentation system, sound reinforcement, display and system control.

Since the design and bid specifications have been completed there have been significant changes in equipment and technology used in the design, which requires the design to be reviewed and updated. The city is looking to contract with an engineering firm to provide the following services:

CONSULTANT SERVICES:

1. Review and update the existing design for both the Costa Mesa TV and Council Chamber systems for current equipment and technology that has possibly changed since the completion of the original design. During the review, Triton will determine if there are any new objectives or requirements to the systems that can be met within the scope of this project.
2. Update Conference Room 1A design by removing the television production functionality as this is being moved to the new community room. Review and update the remaining audio-visual presentation system, sound reinforcement, display and control system based on the removal of the television production functionality. This includes making sure current equipment and technology is being used in in the updated design.
3. Design the audio-visual presentation, sound reinforcement, display, system control, and production system for the new Community Room.
    a. Meet with the stakeholders of the Community room project to determine the audio-visual functional requirements of this space.
    b. Provide conceptual design and once approved by the city provide a detail design of the systems.
4. Review and update the audio and video infrastructure that serves all spaces (Council Chamber, Conference Room 1A, Costa Mesa TV and Community Room). This includes making sure there is appropriate expansion capability for the future.
5. Work with the City's architect to provide equipment and mechanical information that the architect will need to provide in their build documentation.
6. Provide updated bid specifications that reflect the changes and or additions to the design.
7. Update the Bill of Materials and budget to reflect the changes to the equipment.
8. Update single line drawings, rack elevations, console elevations and all other drawings that reflect the changes and /or additions discussed and approved by the city.
9. Update the cable database to reflect the changes or additions.
10. Provide 4 hard copies of the new updated drawing package, cable database and bid specifications. Provide all of this in soft copy as well including both AutoCAD and pdf formats for the drawings, cable database in Excel, and bid specifications in Word.

The biggest concern for this project is the timeline provided in the RFP. The timeline to complete all of the above tasks is no doable in the thirty days the city wants this project completed. There are hours of work that needs to be completed by Triton as well as having multiple meetings with the city, giving the city time to review and sign off on documentation before moving from conceptual to detail design phases and from detail design to writing the bid specifications, and then finally updating the bill of materials and cable database. The tasks to complete this project is explained in our Project Process, which describes our approach and methodology to the scope of work and what will be achieved at the completion of the process including objectives and deliverables.

This project will follow the following detailed Project Process Program and Design. The entire process is made up of four phases in which each one is built upon the other. A requirement of each phase in the Project Process is for the City of Costa Mesa to work closely with Triton Technology.

The two phases, Program Phase and Design Phase, require collaboration between both the City and Triton project team to define all the project requirements. If there is no collaboration then it is not possible to define the customer's objectives and expectations, nor design a system that will meet them. Within the Program and Design Phase, the City will be required to review and approve all deliverables before proceeding to the next phase. This allows the City to fully understand their systems specification, capabilities, budgets, timelines, etc... This review and approval process confirms that the design is meeting their objectives and expectations.

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

For this project only the Program and Design Phase are included. The project process is as follows:

PROJECT PROCESS

The first two phases of our Project Process is as follows.

I. **PROGRAM PHASE:** The first phase of the process is to develop the conceptual design and define overall project goals. This phase allows the project team to brain storm at a high level and determine the specific functionality for each system area and location of the project. The deliverables of this phase include block and flow diagrams, a Rough Order of Magnitude (ROM) estimate of proposed equipment, space layout drawings and preliminary functional description of the system. For this project this phase only applies to the new Community Room scope of work. This phase is not complete until the customer signs off on the program report. Specifically, this phase includes the following:

   a. Conduct Meetings and collaborate with customer
   b. Needs Analysis of users, systems, and equipment
   c. Review Existing Documentation – Facilities
   d. Benchmark Comparable Facilities
   e. Conduct Program Meeting – Management, Operator, Engineering
   f. Program Report including
      i. Documented meetings about what was discussed and decided upon

ii.Conceptual Design

II. **DESIGN PHASE:** The Design Phase refines the research and design findings from the Program Phase. This second phase takes the information from Program Phase and develops the design into detail. Once this phase is completed, the City will know everything that needs to be known about

the project from a technical standpoint including how all equipment will be wired, where the equipment will be installed, what size console or number of racks will be required, electrical and mechanical requirements. Final Bill of Material is prepared inclusive of specific line item equipment lists. For this project this phase applies to the new Community Room design, Conference Room 1A Redesign, and how the current design for the council chamber and Costa Mesa TV System are affected by any changes to equipment and /or technology. This phase includes the following:

a. Conduct Meetings
b. Research Benchmark Equipment
c. Develop System Design
d. Establish the Infrastructure
    i. Concept
    ii.Schematic, Design
e. Critical Design Review of Technical Systems
f. Final space planning, floor plans, etc.
g. Rack elevations and/or console layouts
h. I/O Panel Design and Layout
i. Identification of power, and conduit requirements. The implementation of power and conduit requirements will be completed by the customer.
j. Deliverables and Approval
    i.Drawings in both hard and soft copy Construction single line drawings that document every cable and all equipment that will be installed in this project. (Cables not documented include power, keyboard, and mice.) All equipment is specified and named.
    ii.Bill of Material both hard and soft copy that lists the equipment required for the project including quantity, manufacturer, model # and price.
    iii.Technical Bid Specifications delivered to client to incorporate into their bid documents
k. Accurate project Cost quote for remaining phases.
l. Project Timeline for remaining phases.

Triton's team has been managing and delivering projects larger and smaller than the current scope following this process for years.

Following this process allows for a design to be created that meets the client's functional, operational and budgetary needs. The client is intimately involved in the first two phases so decisions can only be made if the client participates in the process. With the client fully understanding the design and by making decisions on all aspects of the design, the client is confident and satisfied with the end results because they are involved. The project is able to move towards completion because Triton partners with the client to help them through this process by bringing their expertise and methodology to the project.

This process needs to be managed as does the project. The way Triton has been successful in doing this is by having the project manager and engineer remain the same throughout the process. We manage all of projects

from the point of sale to the completion of a project. We manage the projects by keeping everyone on task, establishing and meeting deadlines, documenting decisions and meetings and close out action items.

Specific tasks we require of the city staff during the project is to have time available to meet in person, answer emails and phone calls. They need to be able to review our documentation, reports, etc., comment on them and make decisions on how the system will function and operate based on our recommendations and discussions we have with the client.

CONSTRUCTION MANAGEMENT SERVICES

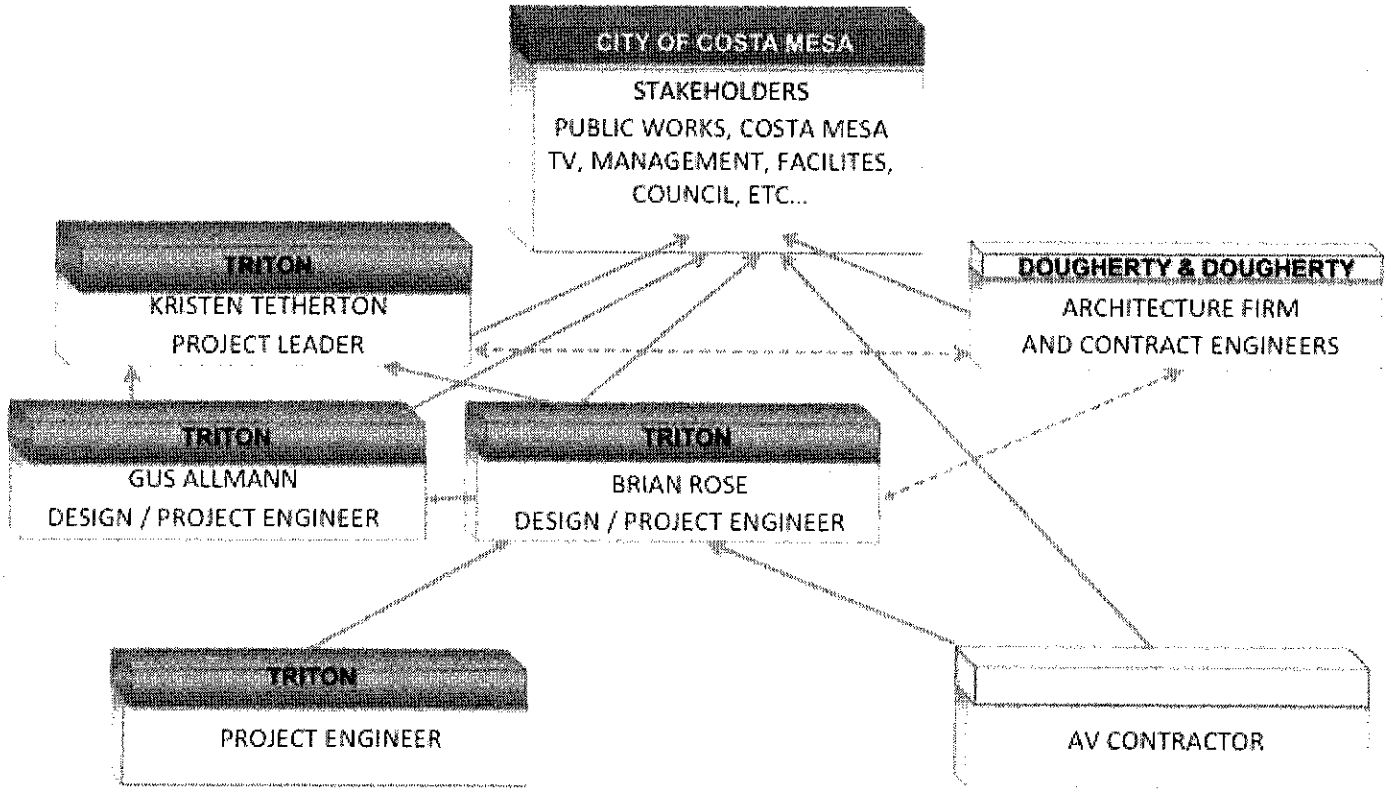
Once the consultant services for the design and bid specifications have been completed and the city is ready to move forward with this project Triton is to provide the following services:

1. Triton will assist with the bid process including job walk and bid evaluation. This includes responding to any RFI's or RFQ's related to the audio-visual systems designed by Triton.
2. Provide System Installation Supervision Oversight:
    a. Triton will provide a Project Engineer onsite for 2 days a week for 6 weeks to be available for the installation kick of meeting, answer any technical questions from the AV Contractor or City, review installation to make sure the AV Contractor is installing per specifications.
    b. Triton will attend up to 12 meetings related to the construction and during the construction of the Council Chamber, Community Room and Conference Room 1A prior to the system installation beginning.
3. Provide System Testing & Commissioning:
    a. Triton will verify the system meets the bid specifications and design parameters.
    b. Triton will verify the AV Contractor properly installs the cabling and its support.
    c. Triton will create and maintain a punch list with any deficiencies to be corrected by the AV Contractor. This will be in work order form.
    d. Triton will schedule and coordinate all vendor commissioning and training with the AV Contractor. Triton will ensure all prerequisites are met prior to vendor coming onsite where applicable (voting, control, production switcher, broadcast and production sub systems, lighting systems, etc....)
4. Schedule and Coordination of Vendor Triton with AV Contractor and ensuring prerequisites are met prior to vendor coming onsite. Triton will be onsite for all vendor training.
5. Triton will perform up to 4 days of overall system training.
    a. 1st Session – Council Chamber Presentation System including start up, operation and basic troubleshooting. This may have more than session to accommodate city staff.
    b. 2nd Session – Community Room and Conference Room 1A Presentation System including start up, operation, and basic troubleshooting.
    c. 3rd Session – Broadcast, Productions and Master Control overall basic operation training including basic troubleshooting.
    d. 4th Session – Advanced Operations and Engineering Staff training will include review of system documentation, explanation and correlation of documents to the finished system, advanced trouble shooting and system maintenance. Staff attending this session needs to attend the first two sessions.
6. Triton will coordinate with the AV contractor to provide the as-built drawings derived from the Master Drawing set maintained by the AV contractor during the installation phase. Triton will review the as-built drawings and all final documentation the AV contractor delivers to the City per the bid specification.

PROJECT TEAM ORGANIZATION CHART

The project team organization chart is outlined as follows:

TRITON TECHNOLOGY SOLUTIONS, INC
PROJECT ORGANIZATIONAL CHART



PROJECT TEAM

The management team members and key personnel for this project are:

- Gus Allmann, who will be responsible for engineering oversight and technical management of this project
- Kristen Tetherton, who is the project leader and will be responsible for all project management, sales, coordination, financial and legal aspects of the project
- Brian Rose, who will be the responsible engineer for the design of the project, as well as engineering oversight for the construction management. Brian will take technical direction from Gus and project management direction from Kristen.

Contact Information is as follows:

Gus Allmann	Email	gus@tritontech.tv	Phone (619) 990-2409
Kristen Tetherton	Email	kristen@tritontech.tv	Phone (949) 388-3919
Brian Rose	Email	brian@tritontech.tv	Phone (760) 285-7759

Following are brief biographies of the Triton team, which highlight their skills, experience, and quality certifications. Please note this information takes up 4 ½ pages of this proposal and should be excluded from the 15 page maximum noted in Section 2, page 2 of the RFP.

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

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

In 1999, Gus founded system integrator TV Magic with Steve Rosen. Gus headed TV Magic's engineering efforts creating standards for design documentation, installation procedures and all project processes. Under Gus's direction in a few short years, TV Magic grew to be an industry leader in broadcast systems design and integration completing many high profile projects and winning many industry kudos and awards. As Vice President of Engineering, Gus was responsible for the corporate level engineering standards, practices and training for engineering personnel at offices in San Diego, Burbank and New York/New Jersey. He provided

critical design review of all engineers within the company including contract engineers and was the Responsible Managing Official (RMO) for the California Contractors C-7 license.

While Gus supervised all engineering aspects of TV Magic projects, he maintained personal involvement as design engineer in several high profile projects. Gus's design for Trinity Broadcasting Network's affiliate automated master control systems (160 channels across 32 affiliates) earned a prestigious Broadcast Engineering Magazine Excellence Award in 2007. Gus also completed the design and supervised integration of a state-of-the-art all digital tapeless news facility for the FOX Network affiliate in San Diego.

Some other interesting projects completed are:

- Crystal Cathedral Ministries - high definition 9 camera production, 7 AVID editing and tape duplication facility.
- University of California at San Diego (UCSD) - HD infrastructure to include digital cinema work in 2K and 4K resolutions.
- KLCS – Studios, editing and data casting to the LA Unified School District, with over 34 channels of ingest and play out.
- KPBS San Diego -Master Control, satellite, tape, and ingest/play out to 18 channels of video servers.
- California State University Northridge (CSUN) – video, film studio & production editing, green screen room, audio production w/5.1 sound, Foley stage, film audio mix room w/5.1 sound.
- XETV Channel 6 San Diego - digital tapeless news facility in a 25,000 sq. ft. building from Architectural Programming to On-Air plus remote production/satellite vehicles.
- FOX Regional Sports in Houston, TX - HD Multi-camera production studio, video and audio control rooms, sound booth, (3) AVID Editing Bays
- Savier – AVID NTSC and PAL editing facility
- CBS Studio Center portable production facility
- Distance learning facility for National University
- Tiger Woods Learning Center - theater, classrooms, cable TV system
- Master control system for the California Channel master control system
- US Navy TOPGUN cockpit video recording system for military aircraft
- and many more

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

As an FAA instrument rated pilot with more than 800 hours of flight time, Gus feels this experience provides him a solid understanding of the real meaning of multi-tasking, risk management and redundant systems design that he is able to apply to every situation.

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

Kristen Tetherton is the President and founder of Triton Technology since 2010. The Company has grown steadily since 2010. Kristen Tetherton and her partner, Gus Allmann, all were former members of the TV Magic management team.

Kristen began her career in the broadcast and production industry in 1991 after graduating from San Diego State University with a Bachelor of Arts degree in Mathematics. Kristen fell into this industry accidently, becoming successful through hard work and attention to detail. Her ability to understand plus a desire to learn about the equipment, technology, operations, and work flows of the broadcast and production industry pushed her forward. Along with the support of several mentors, Kristen's skills and abilities have advanced launching her to where she is today.
Kristen began her career by taking entry-level customer service positions with both Ikegami Electronics then Shoreline Video, who was an equipment dealer located in Hollywood, CA. For five years she learned the business from the manufacturing and equipment dealer side of the business acquiring a great interest and aptitude for the industry. Kristen eventually worked as a Sales Engineer at Shoreline then at Burst Communications. During her time at both Shoreline and Burst, Kristen sold integration by typically using freelance engineers.

The experience gained at Shoreline as the assistant to an outside sales person, who was also a Broadcast Engineer added to Kristen's overall knowledge of broadcast and production equipment and systems. While at Shoreline, she was also responsible for managing projects. This provided her the project management experience she required in system sales. She learned effective processes, techniques and tools for managing these often-complex projects. By the end of her tenure with Shoreline, Kristen became a full-time sales person selling equipment and system integration services while still managing her own projects.

In 1997, Shoreline management decided to close the business. Kristen approached Burst Communications (based in Denver, Colorado) about opening a sales office in California. Kristen opened the office in Newport Beach, CA where it is still operating today. At Burst, Kristen's sales began turning from primarily equipment sales to system integration sales. Kristen's responsibilities were to sell the systems and to find freelance engineers to design, install and commission the systems. Kristen managed the projects through the entire process including closing the sale; coordination of the design between the client and engineer; facilitation of the ordering, purchasing, receiving and delivery of equipment to the project site; managing the technical team through installation, system testing and system training; concluding with close-out of the project.

Kristen was hired in 2002 to the management team as the VP of Sales at TV Magic, a fledgling systems integrator in San Diego. At TV Magic, she managed the sales staff on a day-to-day basis; continuing to sell system integration services and projects. Eventually, her position evolved to business development with less sales management where she continued to sell and look for other system integration opportunities outside of the standard broadcast and production markets.

Some highlights of Kristen's career include:

- First and foremost, Kristen's career has spanned 24 years. During this time, Kristen has worked with her customers on many projects. She is very grateful and appreciates all the relationships she has made during this time. The very first customer she met at Shoreline is still her customer today.
- Kristen worked with Santa Margarita Catholic High School and the Diocese of Orange to design and install a state-of–the art high definition studio, including a production control room in a new digital media building. The highlight of this project was the High School HD facility that also included two production

classrooms using Avid Media Composer NLE's where all storage and assets were managed through a centralized storage system.

- As a member of the TV Magic Board of Directors for six years, this allowed her to influence the direction of the Company and participate in its growth from a five million dollar company to a $25 million company.
- Managed installation project of a 4.5M satellite dish on the top of a six story building in downtown Los Angeles for the City of Los Angeles. Just the coordination alone on this project made it a challenge.
- Always being honest and not sugar coating bad news. Kristen had to tell LPA, an architecture firm that it was going to cost a million dollars to outfit a new building at Saddleback Community College with broadcast, production, and audio visual capabilities. They almost fell out of their chairs! This amount was stated after assessing the project requirements without a completed design but knowing their prerequisites and the costs. They elected to hire her for the design of the system. When completed, the project came in at 1.1million.
- Landing a 1.2M project with the City of Mission Viejo by addressing errors in a conceptual design and bid specification for a new council chamber, production studio, control room, master control, and editing system that would not have worked as planned. Kristen with Gus Allmann proposed an alternative solution that would work. As a result, the City hired them. They successfully completed this project leading to a long-term business relationship with the City.
- Kristen successfully managed multiple projects with Sony Pictures Imageworks ranging from the move of existing Avid editing systems to procurement and installation of new shared editing systems to the integration of a facility machine room. Because of the nature of Sony's business, downtime and costs needed to be kept to a minimum leaving very little margin for error.
  Kristen was involved in the initial feasibility study and subsequent implementation of a tapeless video recording system for JAXA (Japanese Aerospace Exploration Agency) that was installed on the International Space Station. The challenge was to develop a system that would operate in space, withstand gravitational forces during launch and liftoff of the space shuttle transporting the system to the Space Station.
- Kristen lives in Southern California with her husband and two daughters.

Brian Rose has been in broadcast operations and engineering for more than fourteen years. He began his broadcasting career at a three-station radio group in Susanville, CA. Upon moving to Las Vegas, NV, he worked as a broadcast engineer for KNUU and KRLV.

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

Brian has also written reviews and articles on various types of broadcast equipment and systems, which have been published in trade publications such as Radio Magazine, Radio World, and TV Technology.

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

Brian relocated back to his home-state of California in the early 2000's, where he began working at TV Magic as a Project Engineer. He was involved in various projects including worship center A/V and TV production, city council chambers A/V and TV production, community center A/V projects, and more. He supervised the offsite and onsite work for HD upgrades at both the Saddleback Church in Lake Forest, CA and for Word of Life Christian Center in Las Vegas, NV. He served as Project Engineer for the David H. Koch Theater at Lincoln Center in New York City, designing and supervising the installation of the broadcast center, in-house IPTV system and Media Asset Management systems.

Certifications include: InfoCOMM CTS, Extron AV Associate, Crestron DMC-E, Chief Certified Partner.

Additional training includes Solid State Logic, OMT, Logitek, Wheatstone, BARCO, and others.

PROJECT REFERENCES

Triton Technology Solutions is a broadcast and AV system integration and engineering company dedicated to providing customers state-of-the-art solutions and quality customer service with the utmost integrity.

Triton's business philosophy is at its core based on the concept of quality. Quality designs, quality installation, quality communication. Getting the job done right is the key. To that end, Triton strives to create experienced teams of individuals who all have this goal in mind. Project processes all revolve around making sure a high quality and complete system is delivered to the customer. Another important element is clear communication. Keeping the lines of communication open and providing regular reports during a project are integral to developing a system that provides what the customer needs on time and on budget while avoiding misunderstandings and disconnects that can creep up during a project.

Triton's management has been involved in designing and integrating state-of-the-art systems for a variety of customers and systems. With over 70 years of combined industry experience, Triton's management has vast network of customers, technical personnel and equipment manufacturers and representatives. Gus, Kristen and Brian are well-respected industry veterans who can handle projects of various sizes and complexities. Professional references that received services of a similar size and scope from Triton are:

City of Costa Mesa
Contact: Dane Bora, Phone 714-754-5098, Email DANE.BORA@costamesaca.gov
Project Start Date: March 2013, Project End Date: May 2014
Engineering Fee: $42,500
Project Construction Cost: Approximate $1,228,000 (does not include tenant improvements)

Triton was contracted by the City of Costa Mesa to provide the design and bid specifications creation of the Costa Mesa TV Broadcast, Production, and Master Control systems, Council Chamber audio-visual presentation, sound reinforcement, display, voting and system control systems, and Conference Room 1A Production and audio-visual presentation system, sound reinforcement, display and system control systems. The project team for this project included Kristen Tetherton and Brian Rose.

City of Orange
Contact: Mike Dering, Phone (714) 744-2285, Email mdering@cityoforange.org
Project Start Date: September 2013, Project End Date: approximately Summer 2016
Engineering Fee: $27,500
Project Construction Cost: Phase 1 Approximate $278,000 (Final pricing city contracted with build contractor is not known). Phase 2 Approximate $250,000.

Triton was contracted by the City of Orange to provide design and construction management services for the City's production and broadcast system as well as the City's council chamber presentation, voting, and sound reinforcement system. Triton designed these systems in two phases. The first phase consisted of new robotic pan / tilt cameras in the council chamber and then the back of the house video production and broadcast system. The second phase consists of the council chamber presentation, sound reinforcement and voting

system. As of July 2015 only the first phase has been constructed and is online. The second phase is to be constructed and online in the summer of 2016. During the construction of the first phase, Triton provided the

construction management and oversight of another contractor that provided the build services. Triton is in current discussions with the city regarding the implementation of the 2nd phase, which includes updating and reviewing the drawings and bid specifications of the 2nd phase systems as equipment and technology has changed since the completion of the design and bid specifications. The project team for this project included Kristen Tetherton and Brian Rose.

City of Santa Barbara
Contact: Tony Ruggieri, Phone (805) 564-5311, Email truggieri@ci.santa-barbara.ca.us
Project Start Date: August 2014, Project End Date: July 2015
Engineering Fee: $23,500
Project Construction Cost: Approximate $452,000

Triton was contracted by the City of Santa Barbara to provide the design and bid specifications to upgrade the City's production and master control system to high definition. This design has not been implemented yet, however it is scheduled to be in the summer of 2016. The project team for this project was Kristen Tetherton and Gus Allmann.

This is the 2nd project the City of Santa Barbara provided the design and bid specifications to. The first was in Feb 2012 in which the project was constructed in Summer 2012. The system included the presentation, audio sound reinforcement, and display in a meeting room where the planning commission meetings are televised. During the build of this project Triton was not contracted for construction oversight however Triton did provide answers to questions the client had. The project team for this project was Kristen Tetherton and Brian Rose.

City of Escondido
Contact: Joyce Masterson, Phone (760) 839-4621, Email jmasterson@escondido.org
Project Start Date: October 2013, Project End Date: January 2014
Engineering Fee: $6,000
Project Construction Cost: $64,000

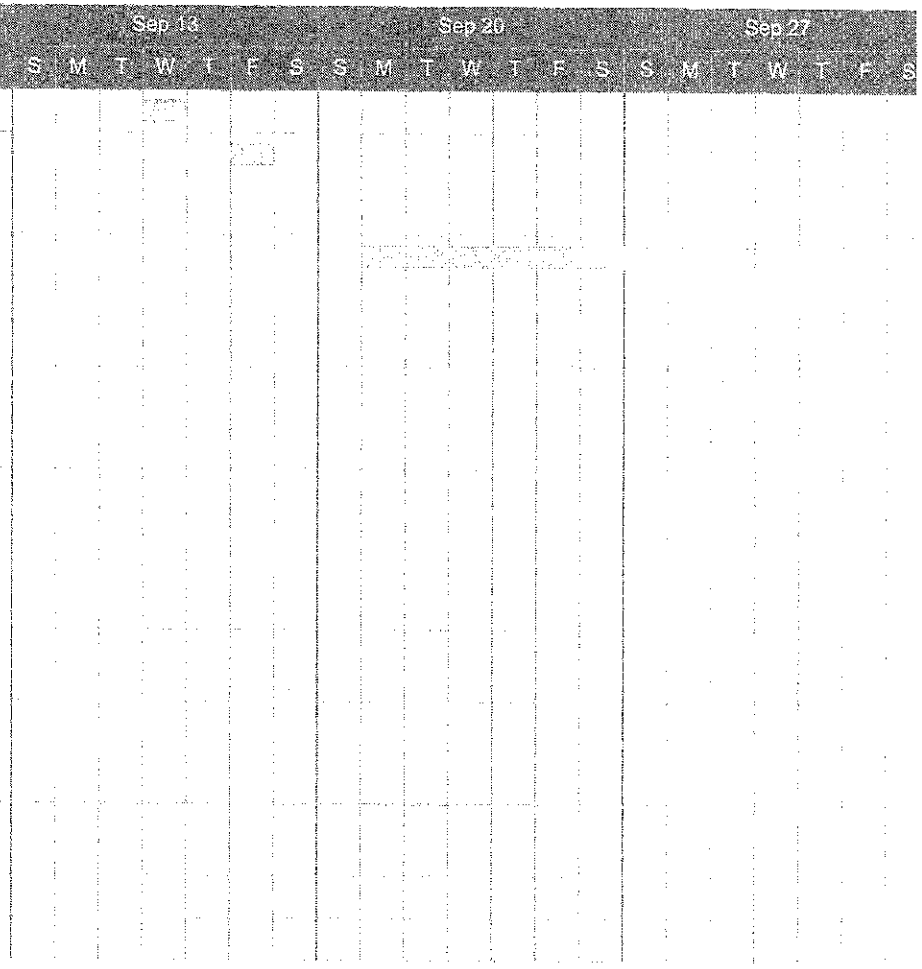
Triton has completed over $176,000 worth of projects with this city since 2012. Triton is now in the process of being awarded a new project with the construction cost at $228,000. The project noted above was a project to replace the audio digital sound processor of the sound reinforcement system for the council chamber. This project also included hardware replacement of the customers existing voting system, and a software upgrade to it. This project also included the rewiring of the audio system. The project team for this project included Kristen Tetherton, Gus Allmann and Brian Rose.

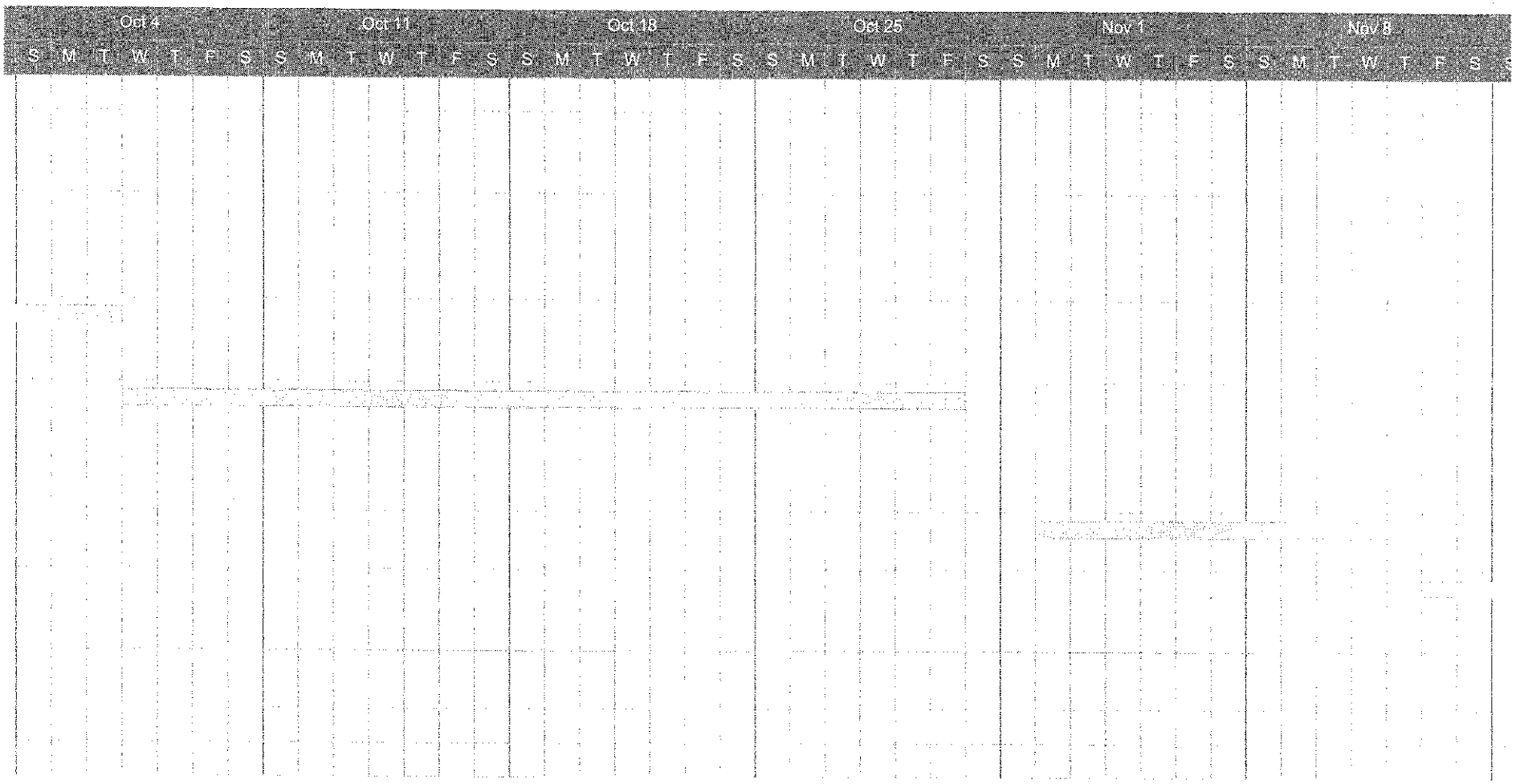
Other projects completed for this city include replacement of their production switcher, master control system, rear projector replacement and now the new project Triton is being awarded for $228,000 is to upgrade the remaining production system to High Definition, and install a new presentation router. One other project that Triton is currently contracted to do for the city is to evaluate and provide a design for their main display in the council chamber.

Other references are available upon request.

DESIGN AND BID SPECIFICATION PROPOSED SCHEDULE- This does not include the construction management oversight as that timeline is not known to Triton.

	Task Name	Duration	Start	Finish
1	Project Kickoff Meeting	1d	09/16/15	09/16/15
2	Triton meets with stakeholders on Community Room & changes to Conference Room 1A	1d	09/18/15	09/18/15
3	Triton Develops conceptual Drawings for Community Room and Changes to 1A as well as budgetary BOM	7d	09/21/15	09/29/15
4	COCM Approves Conceptual drawings for Community Room and changes to 1A	6d	09/29/15	10/06/15
5	Triton commences final drawings for Community Room & makes all final changes to 1A and overall system. BOM is updated to include all changes.	18d	10/07/15	10/30/15
6	COCM Approves final drawings for 1A & Community Room.	10d	11/02/15	11/13/15
7	Triton updates remaining drawings and BOM & rewrites bid specification	26d	11/13/15	12/18/15
8	Triton turns in final package including bid specification to COCM	1d	12/21/15	12/21/15
9				
10				

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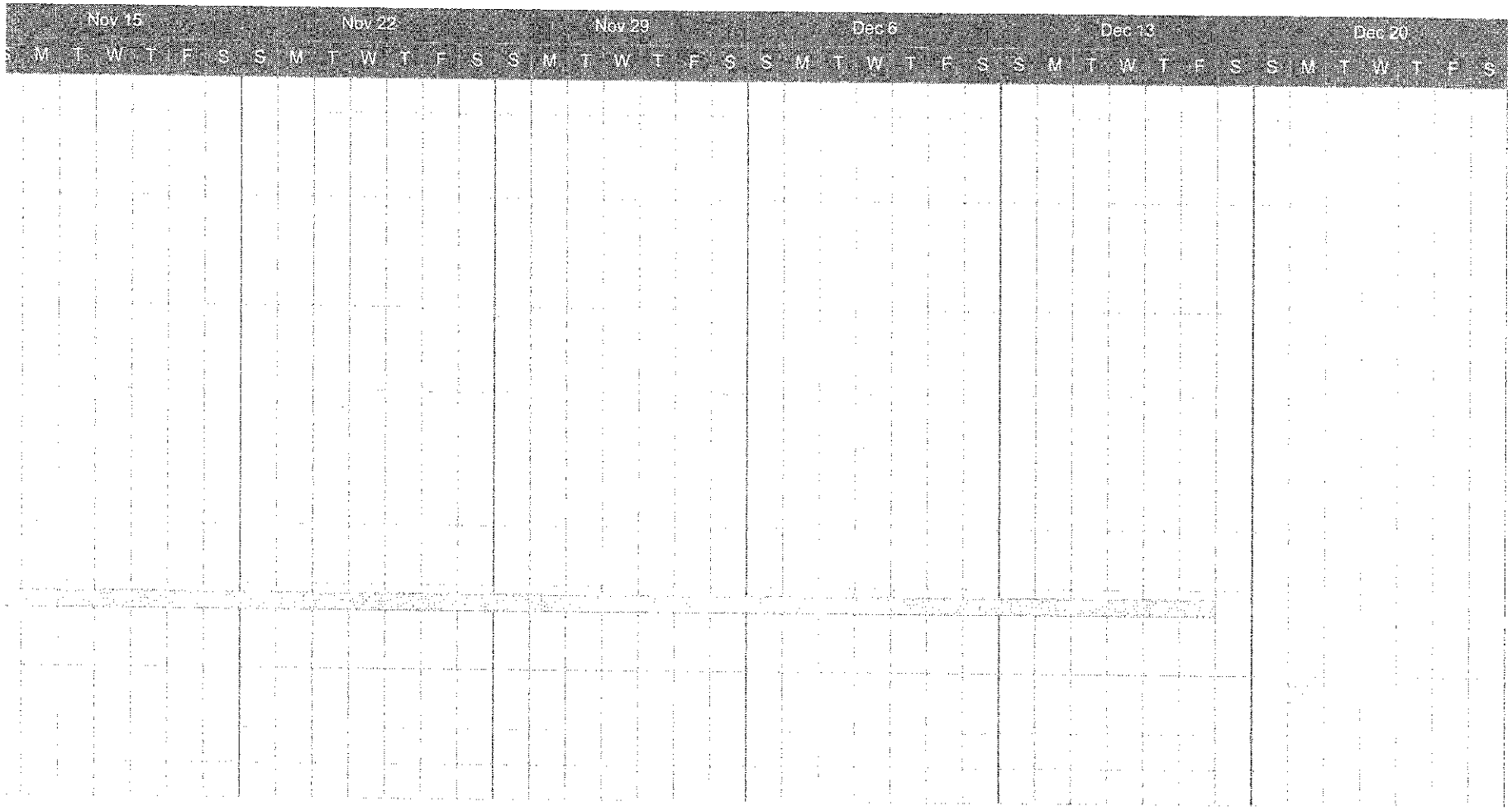
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EXHIBIT C

FEE SCHEDULE

TRITON
TECHNOLOGY
32234 Paseo Adelanto Suite E-1 San Juan Capistrano, CA 92675
949.388.3919 Office * 866.275.9175 Fax
www.tritontechnology.tv * License No. 951869

August 7, 2015

City of Costa Mesa
Public Services / Engineering
Attn: Larry Dreiman, P.E.
77 Fair Dr
Costa Mesa, CA 92626

Dear Mr. Dreiman,

I am pleased to provide you the fee schedule for the project Update the City's existing Audio/Video Design and Specifications for upgrades to the City Council Chambers, Conference Room 1A, New Community Meeting Room and Costa Mesa TV Broadcast Systems.

The not-to-exceed total lump sum for this project is **$131,125.00**

The fee schedule for this project is as follows:

PROJECT TASKS	HOURS	HOURLY RATE	SUBTOTAL
DESIGN	327	125	$40,875.00
MANAGEMENT	150	110	$16,500.00
ENGINEERING	590	125	$73,750.00
TOTAL	**1067**		**$131,125.00**

This pricing includes office overhead direct & indirect costs, project and travel expenses.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Kristen Tetherton
President

EXHIBIT D

CERTIFICATES OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 9/8/2015

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

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

PRODUCER
NUGEN & ASSOC INS SERV INC LIC#0C17304
10722 Arrow Route #116
Rancho Cucamonga, CA 91730

CONTACT NAME:
PHONE (A/C, No, Ext): 909/941-0167 FAX (A/C, No): 909/941-9453
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
TRITON TECHNOLOGY SOLUTIONS, INC

32234 PASEO ADELANTO STE#E1
SAN JUAN CAPISTRANO CA 92675
949 388-3919

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: LIBERTY MUTUAL INSURANCE	
INSURER B: UNITED STATES LIABILITY INSURANCE COMPANY	
INSURER C: STATE COMPENSATION INSURANCE FUND	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Y		BKS(16)56399403	03/03/15	03/03/16	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000.00 $100,000.00 $ 5,000.00 $2,000,000.00 $4,000,000.00 $4,000,000.00 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAS(16)56535798	05/24/15	05/24/16	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000.00 $ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		9111099 15	09/12/15	09/12/16	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000.00 $1,000,000.00 $1,000,000.00
B	ERRORS AND OMISSIONS			TK1005569E	05/13/15	05/13/16	$1,000,000.	
A	PROPERTY			BKS(16)56399403	03/03/15	03/03/16	VALUE$50,000.DED$1000.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ALL AUDIO OPERATIONS OF THE NAMED INSURED.THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSUREDS WITH RESPECT TO THIS SUBJECT PROJECT WITH THE CITY PER FORM CG2037 04/13. ANY OTHER INSURANCE MAINTAINED BY THE CITY OF COSTA MESA SHALL BE EXCESS&NOT CONTRIBUTING WITH THE INSURANCE PROVIDED BY THIS POLICY 22-111 01/07

CERTIFICATE HOLDER

CITY OF COSTA MESA
ATTN:DON STOCKER PURCHASING BUYER
77 FAIR DR
COSTA MESA CA 92626

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Name of Insured: TRITON TECHNOLOGY SOLUTIONS INC
Policy#: BKS(16)56399403

THIS ENDOSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Peron(s) Or Organization:
THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS AND EMPLOYEES

Location(s) Of Covered Operations:
ALL AUDIO/VIDEO OPERATIONS OF THE NAMED INSURED

Information required to complete this Schedule, if not shown above, will be shown Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
   1. Your acts or omission; or
   2. The acts or omissions of those acting on your behalf;

   In the performance of your ongoing operations for the additional insured(s) at the at the locations(s)designated above.
   However:
   1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
   2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
   This insurance does not apply to "bodily injury" or "property damage" occurring after:
   1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs)to be performed by

or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

Name of Insured: TRITON TECHNOLOGY SOLUTIONS INC
Policy Number: BKS(16)56399403

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to provision a. Primary insurance of paragraph 4. Other Insurance under Section IV - COMMERICAL GENERAL LIABILITY CONDITIONS:

However, when an additional insured has been added to this Coverage Part by attachment of an endorsement, we will not seek contribution from the "additional insured's own insurance" provided that:

(1) You and the additional insured have agreed in a written contract that this insurance is primary and non-contributory; and
(2) The "bodily injury" or property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the execution of such contract.

B. For the purpose of this endorsement the following is added to SECTION V – DEFINITIONS:

"Additional insured's own insurance," means other insurance for which the additional insured is designated as a Named Insured.

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EXHIBIT E

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.

2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:

    a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

b. Establishing a Drug-Free Awareness Program to inform employees about:

   1. The dangers of drug abuse in the workplace;

   2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;

   3. Any available drug counseling, rehabilitation and employee assistance programs; and

   4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;

d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:

   1. Abide by the terms of the statement; and

   2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;

f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:

   1. Taking appropriate personnel action against such an employee, up to and including termination; or

   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

   a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;

   b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;

   c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.