

ORIGINAL

**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 19-17**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated December 17, 2019 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and EIDIM GROUP, INC., a California corporation DBA EIDIM AV TECHNOLOGY ("CONTRACTOR").

CITY desires to construct the public work and improvements described below under Scope of Work, Paragraph 1 ("Work").

ACCORDINGLY, the parties hereto agree as follows:

1. SCOPE OF WORK.

The Work consists of installation of a complete audiovisual system at the Costa Mesa Neighborhood Community Center, located at 570 W. 18th Street, Costa Mesa, in accordance with the City's specifications, and all other work necessary to complete the work in accordance with the specifications and Contract Documents.

The Work is further described in the "Contract Documents" referred to below.

The Project is known as Lions Park Neighborhood Community Center Audio Visual (A/V) Project, City Project No. 19-17 ("Project").

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project:

- a. This Agreement;
- b. CONTRACTOR's bid (Exhibit A);
- c. Notice inviting bids; complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions, including supplements, attachments, and exhibits (Exhibit B);
- d. Certificates of Insurance (Exhibit C);

- e. Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond (Exhibit D);
- f. Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"); and
- g. All addenda setting forth any modifications or interpretations of the above documents (Exhibit E).

The documents attached hereto are incorporated herein by this reference. The Greenbook is incorporated by reference as if fully set forth herein. The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents, the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in The Greenbook.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The CITY's Representative is Arash Rahimian, referred to herein as the Project Manager ("Project Manager").

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

(a) Project Manager. CONTRACTOR's Project Manager must be approved by City. Such approval shall be at CITY's sole discretion.

(b) Personnel. CITY has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove personnel from performing work under this Agreement if requested to do so by CITY.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 8 (Time of Performance).

6. EQUIPMENT – PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work of construction in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his or her designee, and subject to his or her approval.

7. CONTRACT PRICE.

Two Hundred Forty-Three Thousand Nine Hundred Nine Dollars and Six Cents (\$243,909.06).

8. TIME OF PERFORMANCE.

Unless otherwise agreed to in writing by the parties, CONTRACTOR shall have forty (40) calendar days from the date specified in the CITY's Notice to Proceed to procure all necessary equipment and materials. Once CONTRACTOR procures all necessary equipment and materials, CONTRACTOR shall immediately commence the Work. The Work shall be completed within thirty (30) working days from the first day of commencement of the Work.

9. TERMINATION.

(a) Termination for Convenience.

CITY may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.

(b) Termination for Breach of Contract.

(i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR

fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.

(ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.

(iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

10. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 9 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to \$250.00 as liquidated damages for each day beyond the date provided for the completion of such Work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the CITY would suffer for each day that the CONTRACTOR fails to meet the performance schedule. The parties hereby agree and acknowledge that the delays in the performance schedule will cause CITY to incur costs and expenses not contemplated by this Agreement.

11. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide

CONTRACTOR with a notice of intent to terminate as provided in Paragraph 9 (Termination), of this Agreement. The CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 10 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

12. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which CONTRACTOR may be required to do, or respecting any payment to CONTRACTOR during the performance of this Agreement, such dispute shall be decided by the Project Manager, and his or her decisions shall be final and binding upon CONTRACTOR and its sureties.

13. SUPERINTENDENCE BY CONTRACTOR.

At all times during performance of the Work, CONTRACTOR shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for CONTRACTOR.

14. INSPECTION BY CITY.

CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by CITY to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. CITY shall have the right of access to the premises for inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR's safety requirements on the job site.

15. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

CONTRACTOR warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. CONTRACTOR, at CONTRACTOR's sole cost and expense, shall obtain any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by CITY. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by CITY. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

16. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order by the Project Manager, or his or her designee, it shall be submitted to CITY's Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the

amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the COUNTY and after CONTRACTOR shall have furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

Upon the request of CONTRACTOR and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to CITY for substitution for the retained funds. If CITY approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to CITY arising out of CONTRACTOR's or any subcontractor's Work under this Agreement; CITY shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY. If CITY does not receive notice within the above-mentioned 35-day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, CITY may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be One Thousand Dollars (\$1,000.00), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be Five Thousand Dollars (\$5,000.00).

17. PROMPT PAYMENT OF SUBCONTRACTORS.

The CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the CONTRACTOR receives from CITY.

The CONTRACTOR agrees further to release retainage payments to each subcontractor

within thirty (30) days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY.

18. CONTRACT SECURITY AND GUARANTEE.

Unless previously provided by CONTRACTOR to CITY, CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to CITY. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

CONTRACTOR shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and standard specifications; provided, however, that CONTRACTOR shall be obligated under this

provision only to the extent of those failures or defects of which he is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to CITY pursuant to this provision shall be cumulative with all rights and remedies available to CITY pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by CONTRACTOR nor its furnishing of the Bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

19. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, 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 CONTRACTOR, 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 CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR 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 CONTRACTOR's proposal, which shall be of no force and effect.

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation

insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless CITY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR.

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 20 (Insurance) of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

In the event that CONTRACTOR and CITY are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of CONTRACTOR, or by a dangerous condition of CITY's property created by CONTRACTOR or existing while the property was under the control of CONTRACTOR, CONTRACTOR shall not be relieved of its indemnity obligation to CITY by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the CITY.

20. INSURANCE.

CONTRACTOR shall not commence Work under this Agreement until it has obtained all insurance required under this section and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of CONTRACTOR to supply specified insurance policies and coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions of Paragraph 19 (Indemnification) of this Agreement.

(a) Workers' Compensation Insurance.

CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance and, if any Work is sublet, CONTRACTOR shall require all tiers of subcontractors to obtain workers' compensation insurance.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days' advance written notice of such cancellation to CITY.

CONTRACTOR agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(b) Liability Insurance Coverage.

CONTRACTOR shall obtain and maintain during the life of this Agreement the following insurance coverage:

(i) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All

insurance coverage shall have limits of not less than \$1,000,000.00 combined single limits, per occurrence and aggregate.

(ii) Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's Office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000.00 combined single limits, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(1) Additional Insured:

"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement."

(2) Notice:

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY."

(3) Other Insurance:

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

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.

21. PROOF OF INSURANCE.

Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form

satisfactory to the Risk Management.

22. LEGAL WORK DAY – PENALTIES FOR VIOLATION.

Eight (8) hours of labor shall constitute a legal day's work during any one (1) calendar day. CONTRACTOR shall forfeit to CITY the sum of Twenty-Five Dollars (\$25.00) for each workman employed in the execution of this Agreement by CONTRACTOR or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815, inclusive.

23. PREVAILING WAGE SCALE.

CONTRACTOR shall comply in all respects with the Davis-Bacon Act (40 U.S.C. section 276a) and with California Labor Code sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code section 1776.

CONTRACTOR shall furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

24. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall, at its own cost and expense, comply with all applicable local, state, and federal laws, regulations, and requirements in the performance of this Agreement, including but not limited to laws regarding health and safety, labor and employment, and wage and hours.

25. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY's Policy No. 100-5, attached hereto as part of the City's specifications. Failure to establish

a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

26. NON-DISCRIMINATION.

In performing this Agreement, CONTRACTOR will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Section 1735 of the California Labor Code.

27. CONTRACT ASSURANCE.

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

28. PROVISIONS CUMULATIVE.

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to CITY.

29. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail,

postage prepaid. Notices required to be given to CITY pursuant to this Agreement shall be addressed as follows:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Arash Rahimian

Notices required to be given to CONTRACTOR shall be addressed as follows:

EIDIM Group, Inc. dba EIDIM AV Technology
6905 Oslo Cir. Suite J
Buena Park, CA 90621
Attn: Andrew W. Bang

Notices required to be given to CONTRACTOR's sureties shall be addressed as follows:

Western National Mutual Insurance Company
818 West Seventh Street, Suite 930
Los Angeles, CA 90017
Attn: Vivian Imperial

30. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.



35. ASSIGNABILITY.

This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

36. WAIVER.

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 referring expressly to this Paragraph. 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.

37. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

38. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

39. 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.

40. ADDITIONAL SERVICES.

CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by CITY prior to CONTRACTOR performing the additional services.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

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

Lori Ann Farrell Harrison
Lori Ann Farrell Harrison
City Manager

Date: 01/11/20

CONTRACTOR

Andrew W. Bang
Andrew W. Bang
President/CEO

Date: 01/16/2020

[REDACTED]
Social Security or Taxpayer ID Number

ATTEST:

Brenda Green
Brenda Green
City Clerk



Date: 2/18/2020

APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

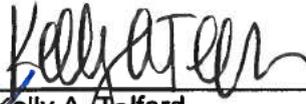
Date: 2/11/20

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 1/23/2020

APPROVED AS TO PURCHASING:



Kelly A. Telford
Finance Director

Date: 1/22/2020

DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Services Director

Date: 2-5-2020



Arash Rahimian
Project Manager

Date: 1/27/2020

EXHIBIT A
CONTRACTOR'S BID

The Honorable City Council
 City of Costa Mesa
 77 Fair Drive
 Costa Mesa, CA 92626

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE CITY OF COSTA MESA LIONS PARK NEIGHBORHOOD COMMUNITY CENTER AUDIO VISUAL PROJECT NO. 19-17, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed work, the plans, specifications and other contract documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination. If awarded the contract, the undersigned agrees to commence the work under the contract **WITHIN TEN (10) DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN THIRTY (30) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the work as shown on the plans and in accordance with the specifications and other contract documents, and to furnish all labor, materials, tools and equipment necessary to complete the work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

PROPOSAL SCHEDULE

BASE BID

<u>Item</u>	<u>Description</u>		<u>Total Amount</u>
1	Provide materials and labor per Bid Items, Page P-1A, specifications and plans.	LS	\$ <u>223,909.06</u>
2	Force Account Work per City Engineer		<u>\$20,000.00</u>
TOTAL BID			\$ <u>243,909.06</u>

Bidder's Initials W
AB

Check Item Under Part 100 of
 100

Item No.	Item Description	Quantity	Unit	Amount
1	AV-CUB 100-A	1	EA	24,300.00
2	AV-CUB 100-B	1	EA	24,300.00
3	AV-CUB 100-C	1	EA	24,300.00
4	AV-CUB 100-D	1	EA	24,300.00
5	AV-CUB 100-E	1	EA	24,300.00
6	AV-CUB 100-F	1	EA	24,300.00
7	AV-CUB 100-G	1	EA	24,300.00
8	AV-CUB 100-H	1	EA	24,300.00
9	AV-CUB 100-I	1	EA	24,300.00
10	AV-CUB 100-J	1	EA	24,300.00
11	AV-CUB 100-K	1	EA	24,300.00
12	AV-CUB 100-L	1	EA	24,300.00
13	AV-CUB 100-M	1	EA	24,300.00
14	AV-CUB 100-N	1	EA	24,300.00
15	AV-CUB 100-O	1	EA	24,300.00
16	AV-CUB 100-P	1	EA	24,300.00
17	AV-CUB 100-Q	1	EA	24,300.00
18	AV-CUB 100-R	1	EA	24,300.00
19	AV-CUB 100-S	1	EA	24,300.00
20	AV-CUB 100-T	1	EA	24,300.00
21	AV-CUB 100-U	1	EA	24,300.00
22	AV-CUB 100-V	1	EA	24,300.00
23	AV-CUB 100-W	1	EA	24,300.00
24	AV-CUB 100-X	1	EA	24,300.00
25	AV-CUB 100-Y	1	EA	24,300.00
26	AV-CUB 100-Z	1	EA	24,300.00
27	AV-CUB 100-AA	1	EA	24,300.00
28	AV-CUB 100-AB	1	EA	24,300.00
29	AV-CUB 100-AC	1	EA	24,300.00
30	AV-CUB 100-AD	1	EA	24,300.00
31	AV-CUB 100-AE	1	EA	24,300.00
32	AV-CUB 100-AF	1	EA	24,300.00
33	AV-CUB 100-AG	1	EA	24,300.00
34	AV-CUB 100-AH	1	EA	24,300.00
35	AV-CUB 100-AI	1	EA	24,300.00
36	AV-CUB 100-AJ	1	EA	24,300.00
37	AV-CUB 100-AK	1	EA	24,300.00
38	AV-CUB 100-AL	1	EA	24,300.00
39	AV-CUB 100-AM	1	EA	24,300.00
40	AV-CUB 100-AN	1	EA	24,300.00
41	AV-CUB 100-AO	1	EA	24,300.00
42	AV-CUB 100-AP	1	EA	24,300.00
43	AV-CUB 100-AQ	1	EA	24,300.00
44	AV-CUB 100-AR	1	EA	24,300.00
45	AV-CUB 100-AS	1	EA	24,300.00
46	AV-CUB 100-AT	1	EA	24,300.00
47	AV-CUB 100-AU	1	EA	24,300.00
48	AV-CUB 100-AV	1	EA	24,300.00
49	AV-CUB 100-AW	1	EA	24,300.00
50	AV-CUB 100-AX	1	EA	24,300.00
51	AV-CUB 100-AY	1	EA	24,300.00
52	AV-CUB 100-AZ	1	EA	24,300.00
53	AV-CUB 100-BA	1	EA	24,300.00
54	AV-CUB 100-BB	1	EA	24,300.00
55	AV-CUB 100-BB	1	EA	24,300.00
56	AV-CUB 100-BB	1	EA	24,300.00
57	AV-CUB 100-BB	1	EA	24,300.00
58	AV-CUB 100-BB	1	EA	24,300.00
59	AV-CUB 100-BB	1	EA	24,300.00
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96	AV-CUB 100-BB	1	EA	24,300.00
97	AV-CUB 100-BB	1	EA	24,300.00
98	AV-CUB 100-BB	1	EA	24,300.00
99	AV-CUB 100-BB	1	EA	24,300.00
100	AV-CUB 100-BB	1	EA	24,300.00



153 147141 57 880 72 17 881 70
 153 147141 57 880 72 17 881 70
 153 147141 57 880 72 17 881 70

**PROPOSAL SCHEDULE
(CONTINUED)**

NOTE:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the Engineer.
4. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

AWB
Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

(Please Type or Print)

Total Bid Amount (in written words) Two hundred forty three thousand nine hundred nine dollars and six cents
_____ (\$ 243,909.06)

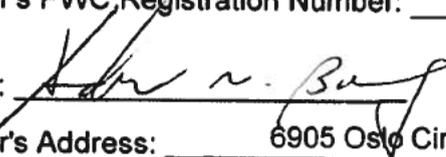
Contractor's Lawful Name: EIDIM Group, Inc. dba EIDIM AV Technology
_____ in figures

Bidder's Name: Andrew W. Bang Bidder's Initials: AWB

Contractor's License No. 824410 Expiration: 09/30/2021

Contractor's Taxpayer I.D. Number: 95-4837991

Contractor's PWC Registration Number: 1000010711

Signature:  Date: 10-17-2019

Contractor's Address: 6905 Oslo Cir. Suite J, Buena Park, CA 90621

Telephone Number: (562) 777-1009 Mobile No.: (_____)

Fax Number: (562) 777-9120 E-mail: estimate@eidim.com

24-Hour Emergency Contacts:

Support
Name _____

Telephone Number: (877) 773-4346

Mobile No.: (_____) N/A

Name _____

Telephone No.: (_____)

Mobile No.: (_____)

Name _____

Telephone No.: (_____)

Mobile No.: (_____)

AWB
Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or **Bidder's Bond** (circle one) in the amount of _____ (\$_____) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.

AWB
Bidder's Initials

EIDIM Group, Inc. dba EIDIM AV Technology
 Contractor's Business Name
 6905 Oslo Circle Suite J
 Business Address: Street
 Buena Park, CA 90621
 City State Zip
 (562) 777-1009
 Business Phone Number
 Name Title
 City State Zip

Respectfully Submitted by:

Andrew W. Bang President/CEO
 Contractor Title
 By *[Signature]* President/CEO
 Title
 824410: B, C-7, C-10, C-33
 Contractor's License No. and Classification
 10-17-2019
 Date
 Residence: Street
 Residence phone Number

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

Corporation

Taxpayer I.D. Number: 824410

Name Andrew W. Bang
 Name _____
 Name _____

Can Sign

Must Sign

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint venturers.

Partnership or Joint Ventures

Taxpayer I.D. Number: _____

Name _____
 Address _____
 Name _____
 Address _____

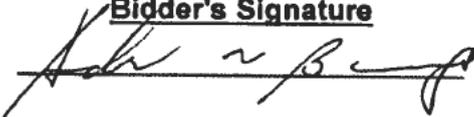
If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

AWB
 Bidder's Initials

Bidder shall signify receipt of all Addenda here, if any:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Bidder's Signature</u>
1	10/17/2019	

CONSTRUCTION PROJECT REFERENCES

In order to more fully evaluate your firm's background and experience for the project herein proposed, it is requested that you submit a list of similar audio/visual installation projects completed utilizing Creston products, or in progress, within the last 36 months. This information will be used to evaluate whether the bid is responsive and or responsible to the call for bids.

<u>Date Project Awarded</u>	<u>Awarding Agency</u>	<u>Agency's Contract Administrator</u>
02/27/2019	City of Menifee	Margarita Comejo 951-723-3716
09/30/2017	Los Angeles County Sheriff	Babak Edalati 323-881-8278
02/23/2018	MICC Fort Irwin, CA	Derrick Darden 760-380-3798
02/19/2019	County of Fresno	Christopher Woods 760-995-3593
06/11/2018	City of Anaheim	Thomas Edelblute 714-765-1840
09/30/2017	Orange County Superior Court	Justin Mammen, 6576227899

AWB
Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: EIDIM Group, Inc. dba EIDIM AV Technology Phone: (562) 777-1009
Address: 6905 Oslo Cir. Suite J Fax: (562) 777-9120
Buena Park, CA 90621

Contact Person: Andrew W. Bang No. of years in business: 19

Is the firm currently certified as a DBE under 49 CFR Part 26? YES NO

Type of work/services/materials provided by firm? Audio Visual materials and services

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

CONTRACT ASSURANCE

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

AWB

Bidder's Initial

NONCOLLUSION AFFIDAVIT

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

EIDIM Group, Inc. dba EIDIM AV Technology
Contractor Firm Name
Andrew W. Bang
Name of Principal
President/CEO
[Signature]
Title
Signature

Subscribed and sworn to before me by:
Andrew Wonjin Bang
This 21st day of October, 2019.
My Commission Expires: June 1 2023
CARLA MAYE BALADO 800800
Notary Public

AWB
Bidder's Initials

NON COLLUSION AFFIDAVIT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 21st
day of October, 2019, by Andrew Wonjin Bang

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature 

**CONTRACTOR'S CERTIFICATION
OF
WORKERS' COMPENSATION INSURANCE REQUIREMENTS
FOR
PUBLIC WORKS PROJECTS
(Labor Code §1861)**

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: 10/17/2019

CONTRACTOR

EIDIM Group, Inc. dba

EIDIM AV Technology

Company Name

PROJECT: CITY PROJECT NO. 19-17

AWB

Bidder's Initials

DRUG-FREE WORKPLACE POLICY

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as Attachment No. 1 in the Project Specifications.

10/17/2019

AWB
Bidder's Initials

BIDDER'S BOND TO ACCOMPANY PROPOSAL

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, Eidim Group Inc. dba Eidim AV Technology as principals, and Western National Mutual Insurance Company as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of Ten Percent of the Total Amount of the Bid (\$ 10%) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

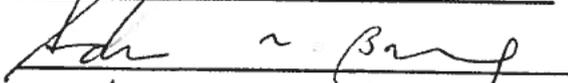
THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, Eidim Group Inc. dba Eidim AV Technology, if accepted by the City of Costa Mesa, and if the above bounden, Eidim Group Inc. dba Eidim AV Technology, his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, Eidim Group Inc. dba Eidim AV Technology, by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

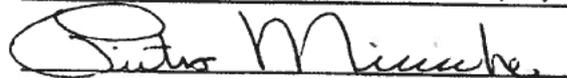
We hereunto set our hands and seals this 22nd day of October, 2019.

Eidim Group Inc. dba Eidim AV Technology


Andrew Bany/President

Contractor/ Principal
(Notary Acknowledgement to be attached)

Western National Mutual Insurance Company



Pietro Micciche, Attorney-in-Fact

Surety/Power of Attorney
(Notary Acknowledgement to be attached)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

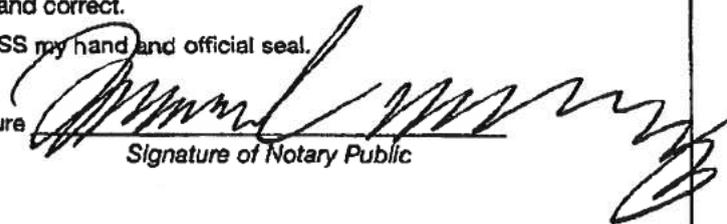
State of California)
County of Los Angeles)
On OCT 22 2019 before me, Angel Nunez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Pietro Micciche
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: Patricia Zenizo, Angel Nunez, Pietro Micciche, Manuel Reguerra and Daniel Inzunza

Preferred Bonding Services (#9760)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2015.

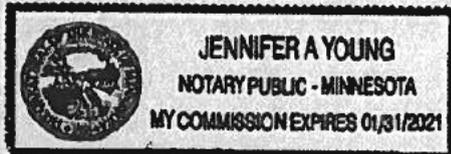
Jon R. Hebeisen, Secretary



Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF DAKOTA

On this 16th day of December, 2015, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Jennifer A. Young, Notary Public
My commission expires January 31, 2021

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Edina, MN this 22nd day of October, 2019

Jennifer A. Young, Assistant Secretary



Bidder's Bond to accompany Proposal
CITY OF COSTA MESA Project # 19-17

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On October 22nd, 2019 before me, CARLA FAYE BALACO SODSOD, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Andrew Wonjon Bang
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

EXHIBIT B

NOTICE TO BIDDERS, PROPOSAL, CONTRACT AND SPECIAL PROVISIONS

**CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA**

**NOTICE TO BIDDERS, PROPOSAL, CONTRACT AND SPECIAL
PROVISIONS**

FOR

**LIONS PARK NEIGHBORHOOD COMMUNITY CENTER
AUDIO VISUAL PROJECT**

CITY PROJECT NO. 19-17

Prepared Under the Direction of:



Baltazar Mejia, P.E.

City Engineer

Checked by _____

A handwritten signature in black ink, appearing to be 'B', written over a horizontal line.

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**CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA
NOTICE INVITING BIDS**

NOTICE IS HEREBY GIVEN that the City of Costa Mesa ("City") invites sealed bids for furnishing all labor, materials, equipment, transportation and such other facilities as may be required for:

**LIONS PARK NEIGHBORHOOD COMMUNITY CENTER AUDIO VISUAL (A/V)
PROJECT #19-17**

1. **BID OPENING.** Bids will be received by the City at the Office of the City Clerk, 77 Fair Drive, Costa Mesa, California, before **10:00 a.m. on Tuesday, October 22, 2019**, at which time they will be opened publicly and read aloud in the Council Chambers. Any bid received after the scheduled closing time for the receipt of bids will not be considered and will be returned to bidder unopened. It is the sole responsibility of the bidder to ensure that his/her/its bid is received by the deadline.
2. **BID CONTENTS.** All bids must be submitted on the proposal form included in the bid packet. No bid will be considered unless it is made on the proposal form furnished by the City and made in accordance with the provisions of the bid requirements. Each bid must be submitted in a sealed envelope addressed to the City Clerk with the Project Name, Project Number, and name of the bidder typed or clearly printed on the envelope. The sealed envelope shall not contain other distinguishing marks.
3. **BID DOCUMENTS.** Bid packets and other contract documents may be examined at the Office of the City Engineer, 4th Floor, 77 Fair Drive, Costa Mesa, California. **Hard copies will NOT be available for purchase from the City.**

Complete bid packets will be available electronically, at no cost, via CIPLIST.com (a third-party website) at <http://ciplist.com/plans/?CostaMesa/city/11556>. All bidders must register with CIPLIST.com in order to retrieve plans, specifications, addenda, bidder's list, etc. It is the responsibility of prospective bidders to download and print the bid documents for review and bid. It is the responsibility of each prospective bidder to check CIPLIST.com on a DAILY basis through the close of bids for any applicable addenda or updates. Each addendum will include a confirmation sheet indicating receipt of the addendum. This sheet must be signed and included with the bid for each addendum issued. Bids which do not include the confirmation sheet(s) for each addendum, if any, may be rejected.

The City of Costa Mesa does not warrant, represent, or guarantee the accuracy, completeness, or adequacy of information provided from any third party source. The City shall not be responsible or liable in any way whatsoever for any loss or damages of whatever kind, nature, or scope, including, but not limited to, time, money or goodwill arising from errors, inaccuracies, or omissions in any documents and/or information retrieved from any third party source.

4. **BID SECURITY.** Each bid must be submitted with a certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Costa Mesa, in an amount equal to at least 10% of the total amount of the bid. No bid will be considered unless accompanied by such certified check, cashier's check, or bid bond.
5. **CONTRACTOR'S LICENSE.** A valid Class "C-7" Low Voltage Contractor's License by the California Contractors State License Board is required at the time the contract is awarded pursuant to Public Contract Code Section 3300. Each bidder must also be qualified as required by law at the time of the bid opening.
6. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS.** Pursuant to Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless registered and qualified pursuant to Section 1725.5.
7. **PREVAILING WAGES.** The Contractor shall comply with the provisions of Section 1770 to 1780, inclusive, of the California Labor Code; the prevailing rate and scale of wages established by the City of Costa Mesa, a copy of which may be obtained from the Department of Industrial Relations (DIR) website: https://www.dir.ca.gov/OPRL/statistics_research.html; and shall forfeit penalties prescribed therein for noncompliance of said Code.
8. **NON-DISCRIMINATION.** The bidding process and contract are subject to State and Federal non-discrimination requirements, including but not limited to the requirement that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity conducted receiving federal financial assistance.
9. **ADDITIONAL REQUIREMENTS.** This Project is subject to local, state, and federal regulations and requirements, as detailed in the bid packet and contract documents.
10. **CITY'S RIGHT TO REJECT BIDS.** The City of Costa Mesa reserves the right, in its sole discretion, to reject any or all bids, or to waive any minor irregularities or informalities in any bid.

For further information regarding this Project, please contact Arash Rahimian at arash.rahimian@costamesaca.gov.

Brenda Green, City Clerk
City of Costa Mesa

Dated: September 18, 2019

INFORMATION FOR BIDDERS

1. **PREPARATION OF BID FORM:** The City requires that bids be submitted on the proposal form attached at such time and place as is stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Each Bidder is responsible for acknowledging addenda.
2. **QUALIFICATION OF BIDDERS:** Each bidder shall submit a list of Audio/Visual Installation Project References indicating Public Works and/or similar projects completed or in progress within the last 36 months. Forms for this purpose are furnished with the bid form. Bidders
3. **BID SECURITY:** Each bid shall be accompanied by either cash, cashier's check made payable to the City, a certified check made payable to the City, or a bidder's bond executed by an admitted surety insurer, made payable to the City, in an amount not less than 10% of the maximum amount of the bid. The Bidder's Bond shall be signed by both, the bidder and the Surety; and both signatures shall be notarized. The bid security shall be given as a guarantee that the bidder shall execute the contract if it be awarded to him in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within fourteen (14) days after a written Notice of Intent to Award Contract is deposited in the mail.
4. **NONCOLLUSION AFFIDAVIT:** Each bid shall be accompanied by a notarized Noncollusion Affidavit on a form which is included in the Contract Documents.
5. **SIGNATURE:** The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder.
6. **ERASURES:** The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction, in ink, the initials, and/or surname or surnames of the person or persons signing the bid.
7. **EXAMINATION OF SITE AND CONTRACT DOCUMENTS:** Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

8. **WITHDRAWAL OF BIDS**: Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.
9. **AGREEMENT AND BONDS**: The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and Certificate of Insurance which he will be required to furnish prior to the execution of the Agreement, are included in the Contract Documents and should be carefully examined by the bidder. The required number of executed copies of the Agreement, the Performance Bond, the Payment Bond and the Certificate of Insurance is two. Payment and performance bonds shall be issued by a surety who is listed in the latest revision of U.S. Department of Treasury Circular 570 and Code of Civil Procedure Section 995.120. The Performance Bond and the Payment Bond shall be signed by both, the bidder and the Surety; and both signatures shall be notarized.
10. **INTERPRETATION OF PLANS AND DOCUMENTS**: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, he may submit to the Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.
11. **BIDDERS INTERESTED IN MORE THAN ONE BID**: No person, firm or corporation shall be allowed to make, or file or be interested in more than one bid for the same work unless alternate bids are specifically called for.
12. **EVIDENCE OF RESPONSIBILITY**: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the bidder's financial resources, his construction experience, and his organization and plant facilities available for the performance of the contract.
13. **BID DEPOSIT RETURN**: Deposits of three of more low bidders, the number being at the discretion of the City, will be held for sixty days or until posting by the successful bidder of the Bonds and Certificates of Insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned.

14. **FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT:** In the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and Certificate of Insurance and return executed copies of the Agreement within fourteen (14) calendar days after notification, the City may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post such security and execute such copies of the Agreement, and may give Notice of Intent to Award Contract to the next lowest responsible bidder, or may call for new bids.
15. **ANTI-DISCRIMINATION:** It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him.
16. **DRUG-FREE WORKPLACE POLICY:** Contractor, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a City contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Contractor shall conform to all the requirements of City's Policy No. 100-5. Failure to establish a program, notify employees, or inform the City of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the City.
17. **BID PROTEST PROCEDURES:** Any bid protest must be submitted in writing before 5:00 PM of the 5th business day following bid openings. The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. Upon receipt of a bid protest, the matter shall be reviewed by the Public Services Director, whose decision shall be final. This procedure supersedes the procedure of appeal outlined in City of Costa Mesa Municipal Code Section 2-303.

The Honorable City Council
 City of Costa Mesa
 77 Fair Drive
 Costa Mesa, CA 92626

Dear Council Members:

In compliance with the **NOTICE INVITING BIDS FOR THE CITY OF COSTA MESA LIONS PARK NEIGHBORHOOD COMMUNITY CENTER AUDIO VISUAL PROJECT NO. 19-17**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed work, the plans, specifications and other contract documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination. If awarded the contract, the undersigned agrees to commence the work under the contract **WITHIN TEN (10) DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN THIRTY (30) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the work as shown on the plans and in accordance with the specifications and other contract documents, and to furnish all labor, materials, tools and equipment necessary to complete the work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

PROPOSAL SCHEDULE

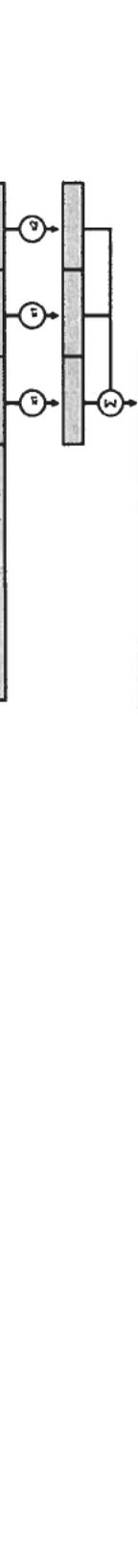
BASE BID

<u>Item</u>	<u>Description</u>		<u>Total Amount</u>
1	Provide materials and labor per Bid Items, Page P-1A, specifications and plans.	LS	\$ _____
2	Force Account Work per City Engineer		<u>\$20,000.00</u>
TOTAL BID			\$ _____

Bidder's Initials _____

Column Mount Video Work Phase 2
AVCS
BID

ITEM NO	LINE ITEM DESCRIPTION	DESCRIPTION	MANUFACTURER	MODEL	SUBSTITUTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	A-ALL SMT-A	ALS camera - Universal V8	Letten Technology	LA-170	Equal as Approved	1		
2	A-ALL SMT-B	ALS camera - Universal V8	Letten Technology	LA-170	Equal as Approved	1		
3	A-ALL SMT-C	ALS camera - Universal V8	Letten Technology	LA-170	Equal as Approved	1		
4	A-ALL SMT-D	ALS camera - Universal V8	Letten Technology	LA-170	Equal as Approved	1		
5	A-AMP-H	A-5 Body Pack Desktop FM Receiver 500 with 70V mono amplifier	Edison	LP-4000-072	Equal as Approved	2		
6	A-AMP-T	A-5 Body Pack Desktop FM Receiver 500 with 70V mono amplifier	Edison	LP-4000-072	Equal as Approved	1		
7	A-AMP-U	A-5 Body Pack Desktop FM Receiver 500 with 70V mono amplifier	Edison	LP-4000-072	Equal as Approved	1		
8	A-ART-RX-1	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
9	A-ART-RX-2	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
10	A-ART-RX-3	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
11	A-ART-RX-4	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
12	A-ART-RX-5	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
13	A-ART-RX-6	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
14	A-ART-RX-7	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
15	A-ART-RX-8	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
16	A-ART-RX-9	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
17	A-ART-RX-10	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
18	A-ART-RX-11	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
19	A-ART-RX-12	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
20	A-ART-RX-13	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
21	A-ART-RX-14	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
22	A-ART-RX-15	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
23	A-ART-RX-16	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
24	A-ART-RX-17	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
25	A-ART-RX-18	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
26	A-ART-RX-19	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
27	A-ART-RX-20	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
28	A-ART-RX-21	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
29	A-ART-RX-22	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
30	A-ART-RX-23	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
31	A-ART-RX-24	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
32	A-ART-RX-25	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
33	A-ART-RX-26	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
34	A-ART-RX-27	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
35	A-ART-RX-28	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
36	A-ART-RX-29	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
37	A-ART-RX-30	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
38	A-ART-RX-31	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
39	A-ART-RX-32	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
40	A-ART-RX-33	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
41	A-ART-RX-34	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
42	A-ART-RX-35	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
43	A-ART-RX-36	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
44	A-ART-RX-37	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
45	A-ART-RX-38	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
46	A-ART-RX-39	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
47	A-ART-RX-40	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
48	A-ART-RX-41	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
49	A-ART-RX-42	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
50	A-ART-RX-43	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
51	A-ART-RX-44	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
52	A-ART-RX-45	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
53	A-ART-RX-46	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
54	A-ART-RX-47	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
55	A-ART-RX-48	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
56	A-ART-RX-49	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
57	A-ART-RX-50	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
58	A-ART-RX-51	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
59	A-ART-RX-52	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
60	A-ART-RX-53	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
61	A-ART-RX-54	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		
62	A-ART-RX-55	Blumstein with stainless receiver	Let Group	LS-601-170	Equal as Approved	1		



TOTAL AV SYSTEMS BASE BID

**PROPOSAL SCHEDULE
(CONTINUED)**

NOTE:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the Engineer.
4. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

(Please Type or Print)

Total Bid Amount (in written words) _____

_____ (\$ _____)
in figures

Contractor's Lawful Name: _____

Bidder's Name: _____ Bidder's Initials: _____

Contractor's License No. _____ Expiration: _____

Contractor's Taxpayer I.D. Number: _____

Contractor's PWC Registration Number: _____

Signature: _____ Date: _____

Contractor's Address: _____

Telephone Number:(_____) _____ Mobile No.:(_____) _____

Fax Number: (_____) _____ E-mail: _____

24-Hour Emergency Contacts:

_____ Name Telephone Number: (_____) _____

_____ Name Mobile No.: (_____) _____

_____ Name Telephone No.: (_____) _____

_____ Name Mobile No.: (_____) _____

_____ Name Telephone No.: (_____) _____

_____ Name Mobile No.: (_____) _____

Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of _____ (\$_____) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.

Bidder's Initials

Respectfully Submitted by:

Contractor's Business Name

Business Address: Street

City State Zip

Business Phone Number

Name Title

City State Zip

Contractor Title

By Title

Contractor's License No. and Classification

Date

Residence: Street

Residence phone Number

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

Corporation

Taxpayer I.D. Number: _____

Name _____

Name _____

Name _____

Can Sign

Must Sign

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint venturers.

Partnership or Joint Ventures

Taxpayer I.D. Number: _____

Name _____

Address _____

Name _____

Address _____

If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: _____ Phone: _____

Address: _____ Fax: _____

Contact Person: _____ No. of years in business: _____

Is the firm currently certified as a DBE under 49 CFR Part 26? YES NO

Type of work/services/materials provided by firm? _____

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

BIDDER'S BOND TO ACCOMPANY PROPOSAL

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____ as principals, and _____ as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of _____ (\$ _____) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, _____, if accepted by the City of Costa Mesa, and if the above bounden, _____, his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, _____, by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this _____ day of _____, 20____.

Contractor/ Principal
(Notary Acknowledgement to be attached)

Surety/Power of Attorney
(Notary Acknowledgment to be attached)

CONTRACT ASSURANCE

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

Bidder's Initial

NONCOLLUSION AFFIDAVIT

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

Contractor Firm Name

Name of Principal

Title

Signature

Subscribed and sworn to before me by:

This ____ day of _____, 20__.

My Commission Expires: _____

Notary Public

Bidder's Initials

**CONTRACTOR'S CERTIFICATION
OF
WORKERS' COMPENSATION INSURANCE REQUIREMENTS
FOR
PUBLIC WORKS PROJECTS
(Labor Code §1861)**

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____

CONTRACTOR

Company Name

PROJECT: CITY PROJECT NO. 19-17

Bidder's Initials

I

DRUG-FREE WORKPLACE POLICY

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as Attachment No. 1 in the Project Specifications.

Bidder's Initials

PART I

A: STANDARD SPECIFICATIONS

Except as hereinafter provided, the provisions of the latest edition of the "Standard Specifications for Public Works Construction" (Green Book), and all amendments thereto, adopted by the Joint Cooperative Committee of Southern California Chapter, American Public Works Association, Southern California District and Associated Contractors of California; hereinafter referred to as Standard Specifications, are adopted as the "Standard Specifications of the City of Costa Mesa" and shall be considered as a part of these specifications.

Where specified in these specifications, the California Building Code, 2016 Edition, based on the 2015 International Building Code, the latest edition of the "Standard Specifications and Standard Plans of the State of California, Department of Transportation, Division of Highways" shall apply.

B: GENERAL PROVISIONS

The following additions are made to the "Standard Specifications." If there is a conflict between the "Standard Specifications" and these additions, these additions shall have first precedence.

1-2 DEFINITIONS

- | | |
|------------------------|--|
| (a) AGENCY | The City of Costa Mesa, California, hereinafter referred to as "CITY." |
| (b) BOARD | The City Council of the City of Costa Mesa, California, hereinafter referred to as "BOARD." |
| (c) CONTRACT DOCUMENTS | Documents including but not limited to the following: The proposal form P-1 through P-19, Notice Inviting Bids, Standard Specifications, General Provisions, Special Provisions, Plans, Bonds, Insurance Certificates, Agreement, and all Addenda setting forth any modifications of the documents as further specified in contract agreement. |
| (d) ENGINEER | The administrating officer of the City of Costa Mesa or his authorized representative hereinafter referred to as ENGINEER. |
| (e) BIDDER | Any individual, firm, partnership, corporation, or combination thereof, submitting a bid proposal for the work contemplated in the contract documents, acting directly or through a duly authorized |

representative, hereinafter referred to as BIDDER.

(f) LEGAL ADDRESS OF CONTRACTOR

The legal address of the Contractor shall be the address given on the Contractor's bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered.

(g) LABORATORY

An established laboratory approved and authorized by the ENGINEER for testing materials and work involved in the contract.

1-3 ABBREVIATIONS

CALTRANS

State of California, Department of Transportation, Division of Highways

2-1.1 AWARD OF CONTRACT

The award of contract, if awarded, will be to the lowest responsible bidder whose proposal complies with all requirements of the Notice Inviting Bids and Section 2-1.2 of these specifications. The BIDDER, upon notification as the "apparent low bidder," shall comply with the CITY'S insurance and bonding requirements by submitting the required insurance certificates and bonds within fourteen (14) days after the mailing of a notice to the BIDDER that the contract is ready for execution. The contract will be awarded within thirty (30) days of receipt of properly approved insurance certificates and bonds pursuant to CITY requirements spelled out in these specifications. BIDDER must take particular note of "insurance requirements" contained in these specifications and sample agreement included within the contract documents, and should provide that information to his insurance broker in order that a properly executed certificate is submitted. The CITY, however, reserves the right to reject any or all bids and to waive any informality in the bids received.

2-1.2 PROCEDURE FOR PROPOSAL SUBMITTAL

Proposal shall be made and submitted on proposal forms P-1 through P-9A in accordance with the Notice Inviting Bids. In addition to the required signatures in the spaces provided in the proposal forms, each BIDDER shall initial each sheet of the proposal forms at the bottom right hand corner.

No person, firm, partnership, corporation, or combination thereof shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm, partnership, corporation, or combination thereof who has submitted a subproposal to a BIDDER or who has quoted prices on materials to a BIDDER is not thereby disqualified from submitting a subproposal to or quoting prices to the other bidders. If, on the opening of bids, more than one bid appears in which the same person, firm, partnership, corporation or combination thereof is interested as a

principal, all such bids shall be rejected.

Proposals with interlineations, alterations, or erasures shall be initialed by the BIDDER'S authorized agent. Alternative proposals, special conditions, or other limitations or provisions affecting the bid, except as such called for in the contract documents, will render the bid informal and may cause its rejection.

All proposals must give the prices bid for the various items of work and must be signed by the BIDDER, who shall give his address. Each bid shall have thereon the affidavit of the BIDDER that such bid is genuine and not sham nor collusive, nor made in the interest nor behalf of any other person not therein named and that the BIDDER has not directly nor indirectly induced or solicited any other BIDDER to put in a sham bid, nor induced nor solicited any person, firm, partnership, corporation, or combination thereof to refrain from bidding, and that the BIDDER has not in any manner sought by collusion to secure himself an advantage over any other BIDDER.

2-1.3 REQUEST FOR INTERPRETATION

If any person contemplating submitting a bid is in doubt as to the meaning of any part of the plans, specification, or other proposed contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may make a request to the ENGINEER, in writing, for an interpretation or correction thereof. The person submitting such a request shall be responsible for its prompt delivery. All such interpretations of the contract documents will be made only by addenda duly issued, and a copy of each such addendum will be mailed or delivered to each person receiving a set of contract documents at his last address of record. The CITY will not be responsible for any other explanations or interpretations of the contract documents.

2-1.4 RETURN OF BID SECURITY

Any BIDDER may withdraw his bid, either personally, or by telegraphic or written request, at any time prior to the scheduled closing time for the receipt of bids. It is the sole responsibility of the BIDDER to see that any such telegraphic or written request is delivered to the City Clerk prior to said closing time. Bid security of such BIDDERS will be returned promptly to the BIDDER.

The bid security of the BIDDER whose bid is accepted will be held by the CITY until the contract has been executed and the accompanying insurance certificates, performance bond and labor and materials bond are approved and filed, whereupon the bid security will then be returned to the BIDDER.

The bid security of the second and third lowest BIDDERS will be retained until the contract is awarded to and executed by the BIDDER whose bid is accepted, or until 45 days after the opening of bids, whichever period is shorter. The bid security of all BIDDERS other than the three lowest will be returned promptly after the opening of bids.

If a BIDDER fails or refuses promptly to execute the agreement to do the work or fails or

refuses to comply with insurance and bonding requirements, the bid security shall be forfeited to the CITY and shall be collected and paid into the General Fund of the CITY.

2-1.5 EXECUTION OF AGREEMENT

The agreement shall be signed by the successful BIDDER and returned to the CITY prior to the award of the contract. Failure to comply with insurance and bonding requirements as specified in the agreement and in Section 2-1.1 of the General Provisions shall be considered grounds for the revocation and rejection of the bid and forfeiture of bid security. No proposal shall be considered binding upon the CITY until the execution of the agreement by the CITY. In case of conflict, the agreement shall have precedence over all other written specifications.

2-2.1 ASSIGNMENT

No contract or portion thereof may be assigned without consent of the BOARD.

2-3.1 SUBCONTRACTS: GENERAL

The ENGINEER, as duly authorized officer, may consent to subcontractor substitution requested by the Contractor subject to the limitations and notices prescribed in Section 4107 of the Public Contract Code.

2-4 CONTRACT BONDS

The "Faithful Performance Bond" and the "Labor and Material Bond" as specified in this section shall be for one hundred percent (100%) of the contract price. The Labor and Material Bond shall be maintained by the Contractor in full force and effect for at least seven (7) months following the filing of the Notice of Completion. The Faithful Performance Bond shall also be kept by the Contractor in full force and effect for at least one (1) year following the filing of the Notice of Completion.

CONTRACTOR shall provide the following:

A certified copy of the certificate of authority of the surety issued by the Insurance Commissioner.

A certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.

Copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

2-5.1 PLANS AND SPECIFICATIONS

Contractor will obtain from the ENGINEER, free of charge, copies of plans, general provisions, special provisions and additions to the Standard Specifications that are

reasonably necessary for the execution of work.

BIDDER shall, at his own expense, obtain copies of the Standard Specifications and Standard Plans and Specifications of CALTRANS, for his general use.

If after the contract is awarded it appears that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the specifications and plans, the Contractor shall apply to the ENGINEER for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the contract.

All scaled dimensions are approximate. Before proceeding with the work, the Contractor shall carefully check and verify all dimensions and quantities and shall immediately inform the ENGINEER or his representative of any discrepancies.

2-6.1 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which is defective in its construction or does not meet all of the requirements of the plans and/or specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

Any work done beyond the limits of the lines and grades shown on the plans or established by the ENGINEER or extra work done without written authority, will be considered as unauthorized and not be paid.

Upon failure on the part of the Contractor to comply forthwith with any order of the ENGINEER made under the provisions of this article, the ENGINEER shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs and thereof from any monies due or to come due the Contractor.

Payment will not be made for materials wasted or disposed of in a manner not called for under the contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside the limits of the project. No compensation will be allowed for disposing of rejected or excess material.

2-7.1 SOIL CONDITIONS

The BIDDER shall inspect the soil conditions before submitting a bid. By submitting a bid, the BIDDER acknowledges that he is satisfied with the quality of the work area including but not restricted to the conditions affecting, handling and storage of materials, disposal of excess materials, and the soil conditions.

2-9.1 PERMANENT SURVEY MARKERS

Unless otherwise provided in the Special Provisions, the Contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and bench marks located within the limits of the project. If any of the above require removal,

relocating or resetting, the Contractor shall, prior to any construction work and under the supervision of a California-licensed land surveyor or civil engineer, establish sufficient temporary ties and bench marks to enable the points to be reset after completion of construction.

Any ties, monuments and bench marks disturbed during construction shall be reset per City standards after construction and the tie notes submitted to the City on 8½" x 11" loose leaf paper. The Contractor and his sureties shall be liable, at Contractor's expense, for any resurvey required due to his negligence in protecting existing ties, monuments, bench marks or any such horizontal and vertical controls.

Unless a separate bid item is provided, full compensation for conforming to the requirements of this subsection shall be considered as included in the contract bid price paid for various other items of work, and no additional compensation will be allowed.

2-9.3 SURVEY SERVICE

Unless otherwise provided in the Special Provisions, lines and grades for construction shall be the responsibility of the Contractor, with the following provisions:

All work under this contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing the lines and grades and for the control of construction shall be the responsibility of the Contractor. All such surveys, including construction staking, shall be under the supervision of a California-licensed land surveyor or by a California-licensed civil engineer allowed by law. Staking shall be performed on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and the trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the City Inspector. The Contractor shall be responsible for any error in the finished work and shall notify the ENGINEER within one (1) working day of any discrepancies or design errors discovered during staking.

Unless a separate bid item is provided, the payment for surveying, construction staking, professional services, office calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be considered as included in the various items of work, and no additional compensation will be allowed.

2-10 AUTHORITY OF BOARD AND ENGINEER

Authority of BOARD and ENGINEER shall conform to Section 2.10 of Standard Specifications and the following:

When any of the various units or operations of the work have been suspended, the Contractor shall give at least 24 hours advance notice of the time when he or his subcontractor will start or resume any of such units or operations. That notice is to be given during working hours, exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the ENGINEER to make necessary assignments to his representative on the work.

Any work performed in conflict with said notice, without the presence or approval of the ENGINEER, or work covered up without notice, approval or consent may be rejected or ordered to be uncovered for examination at Contractor's expense and shall be removed at Contractor's expense, if so ordered by the ENGINEER or his representative on the work. Any unauthorized or defective work, defective material or workmanship or any unfaithful or imperfect work that may be discovered before the final payment and final acceptance of work shall be corrected immediately by the Contractor without extra charge even though it may have been overlooked in previous inspections and estimates or may have been caused due to failure to inspect the work.

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plan or drawing by the Contractor after the same has been approved by the ENGINEER, except by direction of the ENGINEER in writing. Deviations from the approved plans, as may be required by critical conditions of construction, must be authorized in writing by the ENGINEER.

All instructions, rulings and decisions of the ENGINEER shall be in writing and are binding on all parties unless a formal protest is made as provided in the following paragraph:

If the Contractor considers any work demanded of him to be outside the requirements of the contract, or if he considers any instruction, ruling or decision of the ENGINEER or ENGINEER'S representative to be unfair, the Contractor shall, within ten (10) days after any such demand is made, or instruction, ruling or decision is given, file a written protest with the ENGINEER, stating clearly and in detail his objections and reasons therefor. Except for such protests and objections as are made of record, in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for extra work, damages and extensions of time on account of demands, instructions, rulings and decisions of the ENGINEER.

Upon receipt of any such protest from the Contractor, the ENGINEER shall review the demand, instruction, ruling or decision objected to and shall promptly advise the Contractor, in writing, of his final decision, which shall be binding on all parties, unless within the ten (10) days thereafter the Contractor shall file with the BOARD a formal protest against said decision of the ENGINEER. The BOARD shall consider and render a final decision on any such protest within thirty (30) days of receipt of same. If the BOARD fails to consider and render a final decision on any such protest within thirty (30) days of receipt of the same, the protest shall be deemed denied.

2-11.1 INSPECTION COSTS

If the Contractor requests and receives approval from the ENGINEER to receive inspection services from the CITY outside of a normal eight (8) hour day/forty (40) hour work week or on Saturday, Sunday, or CITY holidays, the Contractor shall arrange with the CITY and ENGINEER for the special inspection services and Contractor shall pay

for such special inspection services at a fee established by the ENGINEER to defray the cost for such service.

2-12 SPECIAL NOTICES

In addition to the special notices requirement to be served by Personnel Delivery or Certified Mail, special notices may also be served by the utilization of FedEx or UPS express service with a confirmed delivery receipt. Service shall be effective on the date of the receipt of the delivery confirm issued by FedEx or UPS.

3-1.1 CHANGES IN WORK: GENERAL

ENGINEER shall be the duly authorized officer of the CITY who may grant the changes prescribed in this section.

3-3.1 EXTRA WORK: GENERAL

The extra work as defined in this section of the Standard Specifications and any work done by the Contractor beyond the lines and grades shown on the plans shall only be performed when ordered in writing by the ENGINEER. In absence of such written order, any such work by the Contractor shall be considered unauthorized and will not be paid. Work so done may be ordered to be removed at the Contractor's expense.

3-4 CHANGED CONDITIONS

The Contractor shall promptly act to supply all information to the ENGINEER for proper evaluation. Failure to do so shall constitute a waiver of any payment for delays suffered by the Contractor.

4-1.4 TEST OF MATERIALS

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations and such special methods and tests as are prescribed in these specifications. No materials shall be used until they have been approved by the ENGINEER.

The Contractor shall at his expense furnish the CITY, in triplicate, certified copies of all required factory and mill test reports. Any materials shipped by the Contractor from a factory or mill prior to having satisfactorily passed such testing and inspection by a representative of the CITY shall not be incorporated in the work, unless the ENGINEER shall have notified the Contractor, in writing, that such testing and inspection will not be required.

At the option of the ENGINEER, the source of supply of each of the materials shall be approved by the ENGINEER before delivery is started and before such material is used in the work.

Unless otherwise provided in the Special Provisions, the CITY will pay for the initial soil and material tests. Any subsequent soil and material tests deemed necessary due to the failure of initial tests will be at the Contractor's expense.

5-1 UTILITIES: LOCATION

Locations of utilities shown on plans are approximate only and are based on a search of available records. Prior to commencing any other work, Contractor shall carefully excavate and determine precise locations and depths of all utilities, including service connections, shown on the plans and marked in the field, which may affect or be affected by Contractor's operations. This work shall be done in accordance with Section 5-1 of the Standard Specifications. Contractor shall not be compensated for any delays or extra work brought about by his failure to perform the above-mentioned work. Contractor shall be responsible for any damage to existing utilities shown on the plan. Upon completion of the project, the Contractor shall be required to remove, to the satisfaction of the ENGINEER, all utility locator markings and utility tie-out paint markings that either the Contractor, the CITY or utility companies make during the course of the work from the surfaces of sidewalks, driveway approaches, curb and gutters, using the removal method acceptable to the ENGINEER. Any damage to the existing improvements due to Contractor's removal operation, shall be included in the various applicable items of work, and no additional compensation will be allowed therefor.

5-2 UTILITIES: PROTECTION

The Contractor shall be responsible for protecting and supporting all existing utilities and maintaining the location of and access to all gate valves during construction. When damage to existing utilities is caused by the Contractor's operations, the Contractor shall, at his expense, repair or replace damaged facilities promptly, in accordance with Sections 5 and 306 of the Standard Specifications and the standards of each affected utility. Should the Contractor fail to perform the required repairs or replacements, the cost of performing such repairs or replacement by others shall be deducted from any monies due or to become due the Contractor.

5-4 UTILITIES: RELOCATION AND ABANDONMENT

Any miscellaneous utilities to be relocated by the Contractor, as indicated on the plans, shall be relocated in a workmanlike manner, and all such work shall be done only at such times which are acceptable to the utility owner. The Contractor shall schedule his relocation work in cooperation with the utility owner and shall be responsible for any costs resulting from the Contractor's failure to do the work at times which are acceptable to the owner. The Contractor shall notify owners of the following companies at least two (2) working days in advance of any work:

Ms. Valentina Gipson
AT&T (Right-of-Way)
1265 Van Buren Street Room 180
Anaheim, CA 92807
(714)-666-5467
Fax (714)-630-6617
lw6293@att.com

Ms. Renee Bergeron
AT&T (Engineering)
3939 E. Coronado St., 2nd Fl.
Anaheim, CA 92807
(714) 237-6277
Fax (714) 666-8806
(800) 750-2355 (24 hr)
Rb2751@att.com

Mr. Robin Hamers (Inter-Office Mail)
Costa Mesa Sanitary District
234 East 17th Street, Suite 205
Costa Mesa, CA 92627
(949) 631-1731
Fax (949) 548-6516
rbhinc@pacbell.net

Ms. Kelly Lew
IRWD
15600 Sand Canyon Ave.
Irvine, CA 92718
(949) 453-5300; (949) 453-5586 (Direct)
Fax (949) 453-5354
(949) 729-7300 (24 hr stand-by pager)
lew@irwd.com

Mr. Phil Lauri (Inter-Office Mail)
Mesa Water District
1965 Placentia Avenue
Costa Mesa, CA 92627
(949) 631-1291
Fax (949) 574-1035
(949) 631-1200 (24 hr.)
markp@mesawater.org

Mr. Kieran Callanan
Metropolitan Water Dist. of So. CA
The Civil Engineering Substructures Section
P.O. Box 54153
Los Angeles, CA 90054-0153
(213) 217-7474
Fax (213) 217-7457
(626) 844-5610 (24 hr)
kcallanan@mwdh2o.com

Mr. Mark Denning

Mpower Communications, Inc.
2698 White Road
Irvine, CA 92614
(949) 864-0296
Cell (949) 547-6455
Fax (949) 864-0286
1-800-291-6266 (24 hr)
mdenning@mpowercom.com

Mr. Quynh Nguyen
Orange County Sanitation District
P.O. Box 8127
Fountain Valley, CA 92728-8127
(714) 962-2411
Fax (714) 962-5018
(714) 593-3301 (24 hr)
qnguyen@ocsd.com

Mr. David Youngblood
Orange County Water District
P.O. Box 8300
Fountain Valley, CA 92728-8300
(714) 378-3200
Fax (714) 378-3373
(714) 378-3239-3240 (24 hr)
utilityrequest@ocwd.com

Mr. Jeff Gilbert
Southern California Edison Company (Planning)
7333 Bolsa Avenue
Westminster, CA 92683
(714) 895-0363
Fax (714) 934-0892
(800) 611-1911 (24 hr)
jeffrey.gilbert@sce.com

Mrs. Kimberly Gurule
Southern California Edison Company (Base Maps)
Attn: Map Requests Bldg D
P.O. Box 11982
Santa Ana, CA 92711-1982
(714) 796-9932
Fax (714) 973-5735
maprequests@sce.com

Ms. Rosalyn Squires
Southern California Gas (Transmission)

Mailing: 2300 M/L SC 9314
Chatsworth, CA 91311-2300
(9400 Oakdale Ave, Chatsworth, CA 91311-6511)
(818) 701- 4546
Fax (818) 701-2549
rsquires@semprautilities.com

Mr. Dave Baldwin
Southern California Gas Co.
P.O. Box 3334, SC8321
Anaheim, CA 92803-3334
(714) 634-3267
Fax (714) 634-3101
(800) 603-7060 (24 hr)
dbaldwin2@semprautilities.com

Mr. Joe Barrios
Time Warner
7142 Chapman Avenue
Garden Grove, CA 92841
(714) 903-8337
Cell (714) 709-3390
Fax (714) 903-8260
joe.barrios@twcable.com

Verizon Business
Attn: Investigations
2400 North Glenville Drive
Richardson, TX 75082
(972) 729-6016
Fax (972) 729-6240
investigations@verizon.com

Mr. Lee Arnold
XO Communications
1924 Deere Avenue, Suite 110
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digalert.org (24 hr)
811
(at least two days before digging)

Costa Mesa Sanitary District
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Where existing utility main lines and conduits (excluding sewer main lines) and all utility service lines (excluding sewer laterals) are to be relocated or declared abandoned by the affected utility companies, the Contractor shall be responsible for contacting the respective utility representatives for coordinating the relocations and for determining the abandonments. The Contractor shall proceed with excavation in such a manner that will allow utility companies adequate and reasonable time to relocate service lines. The Contractor shall not be compensated for any delays caused by failure to coordinate the above work with utility companies.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

Prior to the commencement of construction, arrangements will be made for a meeting between the Contractor and the ENGINEER. The purpose of this meeting is to organize the activities of the Contractor within the limits of this contract, review scheduling, discuss construction methods and clarify inspection procedures. At this meeting the Contractor will be required to submit, for approval by the ENGINEER, a complete work schedule showing the number of working days required to complete the entire project.

6-1.1 DAILY REPORT SUBMITTAL

Contractor shall submit daily reports to the CITY at the end of each working day. All forms shall be provided by the CITY. Any cost for this item shall be included in the various items of work and no other compensation will be allowed.

6-4.3 NOTICE OF TERMINATION FOR DEFAULT

The Engineer will make the determination if the Contractor had failed to commence satisfactory corrective action within 5 working days after the receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default will take action as allowed by the contract documents.

6-4.4 RESPONSIBILITIES OF SURETY

Within 3 working days of receipt of the written notice of termination for default, the Surety shall provide the services needed to maintain the project in accordance with the contract documents. The services shall maintain the existing traffic control in place and the maintenance of the project site until the Engineer's review and acceptance of the Surety's plan for course of action.

6-8.3 WARRANTY

The warranty period shall start on the date the work was accepted by the Board.

6-9 LIQUIDATED DAMAGES

The amount of liquidated damages shall be as delineated in the Special Provisions and contract agreement.

6-10 OCCUPANCY

Should it become necessary, due to developed conditions, to occupy any portion of the

work before contract is fully completed, such occupancy shall not constitute acceptance by the CITY of work by Contractor.

7-2.3 PREVAILING WAGE RATES

Contractor shall comply with the provisions of Division 2, Part 7, Chapter 1, Article 2 commencing with Section 1770 of the California Labor Code and shall forfeit the sums prescribed therein for noncompliance with those provisions.

In order to verify compliance with the Labor Code, Contractor shall furnish to the ENGINEER, weekly, for the duration of the contract period, copies of his payroll statements showing wages paid to each employee during the preceding week and the employee work classification. Use of Form DH-C-347, Payroll Statement of Compliance, is an acceptable method of fulfilling the above requirement.

Contractor shall also comply with Section 3700 of the California Labor Code which requires every employer to carry workers' compensation insurance or to undertake self-insurance in accordance with the provisions of that code.

7-2.4 APPRENTICES

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. The Contractor and any subcontractor under him shall comply with the requirements of those sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, Ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7-3 LIABILITY INSURANCE

The minimum amounts and types of insurance coverages are as stated in the agreement (sample copy attached). Prior to bid submittal the BIDDER shall keep fully informed of the latest insurance requirements of the City of Costa Mesa and shall comply with all other provisions of Section 7.3 of the Standard Specifications.

Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the CITY requires that the ENGINEER receive Certificates of Insurance in **DUPLICATE** for liability coverage of at least \$1,000,000 combined single limit, per occurrence and in the aggregate.

Each insurance policy required by the CITY of the Contractor shall contain the following endorsements:

1. Additional Insureds

"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement."

2. Notice

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to City."

3. Other Insurance

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

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.

7-5 PERMITS, LICENSES and COMPLIANCE with SOLID WASTE HAULING

All permits and licenses shall be obtained in sufficient time to prevent delays to the work.

In the event that the CITY has obtained permits, licenses or other authorizations applicable to the work, the Contractor shall comply with the provisions of said permits, licenses and other authorizations.

The Contractor will be responsible for complying with the City of Costa Mesa Municipal Code Section 8-77 requiring the use of a City-permitted hauler for all work performed under this project. Non-compliance with this requirement shall be subject to an administrative penalty of \$1,000 or 3% of the total project cost, whichever is greater. A Construction Project Debris/Solid Waste Hauling Compliance Agreement must be submitted by the Contractor to the CITY on a CITY-approved form prior to the release of retention monies.

7-6 THE CONTRACTOR'S REPRESENTATIVE

Contractor shall also file with the ENGINEER the addresses and telephone numbers where he or his designated representative may be reached during hours when the work is not in progress.

Instructions and information given by the ENGINEER to the Contractor's authorized representative or at the address or telephone numbers filed in accordance with this section shall be considered as having been given to the Contractor.

The Contractor shall have on the work site at all times a competent English-speaking superintendent, as his agent, capable of reading and thoroughly understanding the plans and specifications and other related documents.

7-8.1 CLEAN-UP AND DUST CONTROL

All surplus materials shall be removed from the site of the work within five (5) days after completion of the work causing the surplus materials.

Unless the construction dictates otherwise, and unless otherwise approved by the ENGINEER, Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean whenever construction, including restoration, is incomplete.

Failure of the Contractor to comply with the ENGINEER'S dust control orders may result in an order to suspend work until the condition is corrected and, after giving notice to the Contractor, the ENGINEER may order the condition corrected by others. All costs thus incurred shall be deducted from the amount to be paid to Contractor. No additional compensation will be allowed as a result of such suspension.

No separate payment will be made for any work performed nor material used to control dust resulting from Contractor's performance of the work or from public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered to be included in the prices paid for the various items of work involved.

7-8.5 TEMPORARY LIGHT, POWER AND WATER

The Contractor shall provide for his employees an adequate supply of clean, potable drinking water, which shall be dispensed through approved sanitary facilities.

7-8.7.1 DRAINAGE CONTROL: RESPONSIBILITIES

The Contractor shall be responsible for any damage to any portion of the work occasioned by failure to provide proper drainage control prior to the completion and acceptance of the work.

7-8.7.2 DRAINAGE CONTROL: EXCAVATION DEWATERING REQUIREMENTS

Unless otherwise directed in these specifications, the Contractor shall provide and maintain ample means and devices with which to promptly remove and properly dispose of water entering the excavations or other parts of the work at all times during construction. Dewatering shall be accomplished by methods which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations. The methods may include sump pumps, deep wells, well points, suitable rock or gravel placed below the required bedding for draining and pumping purposes, temporary pipelines, and other means.

Standby pumping equipment shall be on the job site. A minimum of one standby unit

shall be available for immediate installation should any well unit fail. The design and installation of well points or deep wells shall be suitable for the accomplishment of the work. Drawings or details indicating the proposed dewatering system shall be submitted to the CITY for review.

The Contractor shall dispose of the water from the work in a suitable manner without damage to adjacent property.

Conveyance of the water shall be such as to not interfere with traffic flow or treatment facilities operations. No water shall be drained into work built or under construction without prior consent of the ENGINEER.

Water shall be disposed of in such a manner as not to be a menace to the public health and such disposal shall be performed in accordance with Environmental Protection Agency and State Water Quality Control Board standards (NPDES permit). Any testing and reports required under NPDES permit shall be performed by the Contractor and submitted to the appropriate agency for approval at no additional cost to the CITY.

7-10 PUBLIC CONVENIENCE AND SAFETY

Material or other obstructions shall not be placed within fifteen feet (15') of fire hydrants. Fire hydrants shall be made readily accessible to the Fire Department at all times. Traffic control shall also conform with the provision of the latest edition of Work Area Traffic Control Handbook (WATCH) published by Building News, Inc.

7-10.1 TRAFFIC AND ACCESS

Prior to restricting normal access from public street to adjacent properties, the Contractor shall notify each property owner or owner's agent, informing them of the nature of the access restriction and the approximate duration of the restriction. The Contractor shall make every effort possible to minimize such restrictions.

Trenches left open overnight shall be bridged in a safe and acceptable manner at all driveways and walkways to provide safe access.

A minimum of one four (4) foot wide pedestrian walkway shall be maintained and safely delineated along each public street at all times during construction.

7-10.3 HAUL ROUTES

The Contractor shall submit to the Engineer for approval the proposed haul routes for the project at least 5 working days to performing the work

7-10.5.3 STEEL PLATE COVERS

All steel plate covers utilized for the project must be slide resistant. A on-slip coating will be required on the side of the steel plate that will be utilized for the driving or walking surface.

7-13 LAWS TO BE OBSERVED

The Contractor shall protect and indemnify the CITY, the BOARD, the ENGINEER, and all of its or their officers, agents and servants against any claim or liability arising from or based on the violation of any existing or future State, Federal and local laws, ordinances, regulations, orders or decrees, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the ENGINEER in writing.

9-3.1.1 PAYMENT GENERAL

Payment for the various items listed on the Bid Proposal, as further specified herein, shall constitute full compensation to the Contractor for furnishing all material, tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work and as specified and shown on the drawings, including all costs for compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor. No separate payment will be made for any item that is not specifically set forth in the Bid Proposal.

Costs arising from violations of regulations will be paid by the offending party to the extent that there will be no additional cost to the CITY.

9-3.2 PARTIAL AND FINAL PAYMENT

Contractor shall comply with the requirements of Division 2, Part 1, Chapter 7, Section 7107 of the California Public Code.

The lead time for processing invoices for the monthly progress payments approved by the ENGINEER for inclusion on the warrant list of the CITY is governed by the rules and regulations established by the Finance Department of the CITY. Monthly payments will be processed and paid in accordance with the rules and regulations established or revised by the said Finance Department.

After completion of the contract, the BOARD shall, upon recommendation of the ENGINEER, accept the work as completed and authorize the final payment.

The final payment shall be the entire sum found to be due the Contractor after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The amount retained and deducted by the BOARD shall be 5% of the progress estimates for all progress payments. No reduction in the amount of retention will be allowed. However, after 50% of the work has been completed, if the BOARD finds that satisfactory progress is being made, it may make any of the remaining progress

payments in full for actual work completed. The final payment of the retention amount to the Contractor shall be made thirty-five (35) days after the date of the recording of the Notice of the Completion of the work after it is accepted by the CITY. The 5% withheld from each progress payment shall not include monies withheld for stop notices or other withholding by the agency. The monies withheld for stop notice and other withholdings shall be in addition to the 5% withheld for retention.

No certificate given or payment made under the contract, except the final certificate or final payment, shall be conclusive evidence of full or substantial performance of this contract; and no payment shall be construed to be an acceptance of any defective work or improper material.

The acceptance of final payment by the Contractor shall release the CITY, the BOARD, and the ENGINEER from any and all claims or liabilities on account of work performed by the Contractor under the contract or any alterations thereof.

9-3.2.1 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Contractor shall comply with the requirements of Division 2, Part 1, Chapter 7, Section 7200 of the California Public Code.

The CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 7 days from the receipt of each payment the CONTRACTOR receives from CITY.

The CONTRACTOR agrees further to release retainage payments to each subcontractor within 7 days after the retention payment is received by the contractor.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. This cause applies to both DBE and non-DBE prime contractors and subcontractors.

City will be strictly monitoring the Contractor for prompt payment to all subcontractors.

9-3.2.2 PROMPT PAY MONITORING AND ENFORCEMENT OF PROGRESS PAYMENTS

The City of Costa Mesa will use the following monitoring and enforcement mechanisms to ensure that all subcontractors, including DBE's, are promptly paid.

A. The City will strictly monitor the prime contractor or subcontractor(s) for prompt release of progress payments for all subcontracted work as follows:

1. The effective date of release is the date the City releases the check to the prime contractor by mailing or hand delivery at the City of Costa Mesa (has to be requested in writing ahead of time).
2. Prime contractor or subcontractor(s) to provide verification in writing that the

subcontracts have been paid within 7 days or the time period agreed, from the effective date of release.

3. City may contact subcontractor(s) to confirm receipt of progress payment amount and if it was received within 7 days or the time period agreed from the effective date of release.

B. If the prime contractor or subcontractor(s) is found to be in default of Federal or State Codes concerning prompt payment to subcontractors, City will enforce the following besides the disciplinary action, sanctions and penalties imposed per the codes:

1. City will withhold 150% of the monies due to the subcontractor(s) from the prime contractor's next progress payment.
2. City may also elect to make the payment(s) directly to the subcontractor(s) without the prime contractor's approval for the remainder of the contract.

9-3.3 DELIVERED MATERIALS

Materials delivered, but not in place, will not be classed as work done, except as otherwise provided in these specifications.

SPECIAL PROVISIONS

Section 1-1 Additions/Modifications to Standard Specifications

The following additions are made to the latest edition of the "Standard Specifications for Public Works Construction", and the General Provisions stated within the "Standard Specifications" of this project. Should there be a conflict between any of these provisions; the Special Provisions shall have precedence.

All work shall be performed in conformance with the latest edition of the California Building Code as adopted by the City of Costa Mesa. The electrical, plumbing, and fire codes, and other regulations as adopted by the City of Costa Mesa Building Official shall apply to this project.

Where referenced in these specifications, the latest edition of the "City of Costa Mesa Standard Drawings" and the "Work Area Traffic Control Handbook (WATCH)" published by building News, Inc., shall also apply.

Payment for compliance with the following provisions shall be included in the various bid items of work unless otherwise modified in the special provisions section. No additional compensation will be allowed.

Payment for the various items listed on the Bid Proposal, as further specified herein, shall constitute full compensation to the Contractor for furnishing all material, tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work and as specified and as shown on the Drawings and in the contract documents, including all costs for compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration (OSHA) of the U. S. Department of Labor.

1-1.1 Force Account Work

At the direction of the Engineer, the Contractor shall provide labor, equipment, and materials for extra work beyond the scope of work specified in the contract documents for this project. Work may include, but will not be limited to, installing miscellaneous components, hardware, interconnections and terminations required for proper operation of all systems, and new work deemed beneficial to the project. Written Task Orders shall be approved by the Engineer prior to starting any new work under this bid item. The Contractor shall be paid at force account or at agreed prices for all work performed under the Force Account Work item.

The Force Account Work budget is to be included in the total bid amount as identified below. Use of any of the Force Account Work budget will be at the sole discretion of the City and must be authorized in writing at the discretion of the City. Any money used from the Force Account Work budget will be authorized via a Task Order Form at the City's sole discretion. Any amount of money remaining in any of the Force Account Work budget line items upon completion of the Project will be deducted from the Contract by Deductive Change Order for the full amount(s)

remaining therein. The Contractor has no beneficial interest in, and/or claim to, the Force Account Work budget and hereby disclaims any and all such interests.

No separate payments will be made for any items that are not specifically set forth in the Bid Proposal. Payments for any such items are included in various bid items of work.

Costs arising from violations of regulations will be paid by the offending party to the extent that there will be no additional cost to the City.

Section 2-6 Work to be done

The Neighborhood Community Center is currently under construction at Lions Park, 570 W. 18th Street. **The successful contractor will have from January 20, 2020 to February 28, 2020 to procure equipment and materials; and March 2, 2020 to April 10, 2020 for installation, testing, and acceptance by the City.** This schedule is contingent on the performance of the General Contractor constructing the new Neighborhood Community Center infrastructure. The successful contractor shall accommodate the schedule of the General Contractor constructing the NCC at no additional cost to the City. Subject to City modifications based on the General Contractor's schedule.

Scope of Work to Include but not be limited to the following: consists of furnishing all labor, material and services to install a complete audiovisual system as shown on the drawings and in these specifications. Equipment and installation labor, including installation of Owner Furnished Equipment (OFE) as noted on the drawings, for a fully functional system.

Miscellaneous components, hardware, interconnections and terminations required for proper operation of all systems.

All components or systems shown on the drawings, referenced in these specifications, or both .

Verification of accuracy and completeness of equipment lists, dimensions, mounting details, and equipment compatibility.

Coordination with Owner of AV connectivity to Owner networks.

Accurate documentation of the equipment and installation.

Test equipment, tools, ladders, lifts and scaffolding required for installation,

Daily and final cleanup of debris caused by installation.

Assistance during owner training.

The Integrator shall do all work which is shown on the drawings, mentioned in the specifications or reasonably implied as necessary to complete the contract for this project.

Fully cooperate with all City agencies and other Contractors under contract to the City and assigned to this project.

The Contractor is responsible to familiarize themselves with the existing utilities and electronic systems inside and outside the Costa Mesa Library to facilitate their work on this project.

The Contractor is responsible for providing all requires insurance, bonds, Schedule of Values, construction schedules, monthly updated schedules, attending weekly Owner, Architect, Contractor meetings, submitting monthly invoices, certified payrolls, three sets of closeout binders, and Costa Mesa employee training for all electrical and mechanical systems that require training.

Section 3-3.2.2 (a) Labor Surcharge

The compensation for employer's payments of payroll taxes; worker's compensation insurance; liability insurance; health and welfare; pension; vacation; apprenticeship funds; other direct costs resulting from Federal, State, or local laws; and for assessments or benefits required by lawful collective bargaining agreements to be applied to the actual cost for wages shall be 23 percent for regular time and overtime.

Section 3-3.2.3 Markup

- a. **Work by Contractor.** The allowance for overhead and profit to be added to the Subcontractor's costs shall be as follows:

Equipment and Material: 15%

Labor: 20%

To the sum of the costs and markups provided for in this section, 1 percent shall be added as compensation for bonding.

- b. **Work by subcontractor.** The allowance for overhead and profit to be added to the Subcontractor's costs shall be the same as the ones allowed in 3-2.2.3(a). The allowance for the Contractor's overhead and profit to be added to the sum of the Subcontractor's costs and markup shall be 5%.

No markups will be allowed for second tier or higher subcontractors.

Section 5-1 Utility Location

Attention is directed to the possibility of utility mains or laterals within the project limits. The Contractor shall have the locations of the various utility facilities within reconstruction areas marked on the surface prior to construction and protect them during the removal and reconstruction procedures. The Contractor shall contact the City Transportation Services Department to locate traffic signal conduit within the reconstruction areas.

Prior to commencing any work, the Contractor shall carefully excavate and determine precise locations and depths of all utility service lines, utility mainlines, irrigation systems and electrical systems, within the project site which may affect or be affected by the Contractor's operations. The Contractor shall not be compensated for any delays or extra work brought about by his failure to perform the above-mentioned work. The Contractor shall remove any abandoned underground utility lines encountered during construction. The Contractor shall be responsible for any damage to existing utilities.

Section 6-1 Construction Schedule and Commencement of Work

The Contractor shall prepare and submit to the Engineer a written schedule of his work operations for the proposed project. The schedule shall be submitted for approval at the pre-construction conference. The Contractor's designated project superintendent shall be present at the pre-construction meeting.

Section 6-7 - Time of Completion

The Contractor shall begin work on the project within ten (10) working days after the contract has been awarded by the City Council. Said work shall be diligently prosecuted to completion before the expiration of **Thirty (30) Working Days** beginning on the 10th working day after the award of the contract or the first day of commencement of the work, whichever occurs first.

The successful contractor will have from January 20, 2020 to February 28, 2020 to procure equipment and materials; and March 2, 2020 to April 10, 2020 for installation, testing, and acceptance by the City. This schedule is contingent on the performance of the General Contractor constructing the new Neighborhood Community Center infrastructure. The successful contractor shall accommodate the schedule of the General Contractor constructing the NCC at no additional cost to the City. Subject to City modifications based on the General Contractor's schedule.

Section 6-9 – Liquidated Damages

The Contractor shall pay to the City of Costa Mesa the sum of \$ 250.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed above.

Section 7-8 – Water Pollution Control

Discharge of storm water from construction sites that disturb land equal to or greater than one (1) acre must be in compliance with the state General Construction Activity Permit (Construction Permit). The latest permit provisions of the Construction Permit shall apply. The Contractor is required to contact the Santa Ana Regional Water Quality Control Board (Regional Board) for all information contained in the Construction Permit. In the event project construction occurs during the transition of revised Construction Permits, the Contractor shall incorporate the necessary

modifications specified by the revised Construction Permit within the time period specified in the new Construction Permit.

Construction activity subject to the Construction Permit includes clearing, grading, disturbance to the ground such as stockpiling, or excavation that results in soil disturbances of at least one acre of total land area. Construction activity that results in soil disturbances of less than one acre is subject to the Construction Permit if the construction activity is a part of a larger common plan of development that encompasses one or more acres of soil disturbance or if it is determined that discharges from the project pose a significant threat to water quality.

The Contractor is hereby directed to read the Construction Permit thoroughly and comply with the requirements as specified therein.

Section 7-13 Laws to be observed

The Contractor shall comply with and meet all applicable SCAQMD, OSHA, NPDES and EPA requirements as specified. The Contractor shall be responsible to obtain those necessary manuals and publications.

Section 9-1.2.1 Weight Ticket Requirements for Payment

The Contractor shall submit all weight tickets or volumes of all materials used in the construction to the Engineer for checking and verification prior to any payment. Failure to do so will postpone the payment to the Contractor, until the matter is resolved satisfactorily.

The weight or volume from submitted tickets must correspond to the work done in the field; if not, the City shall reject the work without compensation to the Contractor, and/or the Contractor shall be directed to replace that work at no additional costs to the City.

Section 9-3.3 Delivered Materials

The cost of materials and equipment delivered, but not incorporated in said work, will not be included in the progress payment estimate unless otherwise provided in these specifications. All materials shall be nontoxic and shall not contain asbestos and hazardous substances as established by applicable laws.

Section 9-3-2.1 Record Documents: Requirements for Partial and Final Payment

The Contractor shall record, on the set of contract documents maintained at the job site, deviations which have been made from the Contract Documents or approved shop drawings – including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Documents. Said record documents shall be supplemented by detailed sketches as necessary or directed, to indicate fully the work as actually constructed.

Requests for partial payments shall not be approved until the record documents are brought up to date. Also, request for final compensation shall not be approved until all the variations between the work as constructed and as originally shown in the Contract Documents have been properly recorded and delivered to the City, after approved by the Engineer.

Section 9-3.4.1 Hauling Of Materials

In order to protect the City streets from deterioration due to hauling of materials, the Contractor shall submit (at the pre-construction meeting) for approval, a proposed route for the hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route only, unless written permission from the Engineer is obtained to change the route.

The Contractor shall comply with the solid waste hauling provisions set forth in the City of Costa Mesa Municipal Code Section 8-77. Failure to comply will result in an administrative penalty of \$1,000 or 3% of the total project cost, whichever is greater.

Section 9-3.4.2 Water Supply

If water is needed during construction, Contractor shall contact Mesa Consolidated Water District or the Irvine Ranch Water District to obtain necessary permits, instructions, and meters prior to commencing work. The Contractor is required to make any and all necessary installations and connections. All water shall be metered. The Contractor shall pay for all deposits and fees involved.

Section 9-3.4.3 Equipment Requirement

The Contractor shall only use the proper construction equipment to protect the City streets from breaking up and deterioration. Haul trucks shall be limited to a gross vehicle weight of 10 tons or less.

SECTION 27 41 16

INTEGRATED AUDIO-VIDEO SYSTEMS AND EQUIPMENT

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PART 1 - GENERAL

1.1. SUMMARY

- A. The work covered under this section consists of furnishing all labor, material and services to install a complete audiovisual system as shown on the drawings and in these specifications.
- B. The Integrator shall do all work which is shown on the drawings, mentioned in the specifications or reasonably implied as necessary to complete the contract for this project.
- C. The Integrator is responsible for assessing the conditions of the job site, and facilities for delivering, storing, placing, handling and installing of materials and equipment.
- D. The Integrator is responsible for assessing the conditions of the job site including the radio frequency (RF) environment for all deployed wireless AV technologies.
- E. The Integrator is responsible for assessing the conditions of the job site including the RF environment for the wireless AV Ethernet network for all AV systems.
- F. Failure to assess the site conditions or failure to examine any and all construction documents will in no way relieve the Integrator from the requirement of furnishing all materials and equipment, or performing any work, that may be required to complete the work in accordance with the construction documents.
- G. Neglect of above requirements will not be accepted as reason for delay in the work or additional compensation.
- H. The Scope includes but is not limited to:
 - 1. Equipment and installation labor, including installation of Owner Furnished Equipment (OFE) as noted on the drawings, for a fully functional system
 - 2. Miscellaneous components, hardware, interconnections and terminations required for proper operation of all systems
 - 3. All components or systems shown on the drawings, referenced in these specifications, or both
 - 4. Verification of accuracy and completeness of equipment lists, dimensions, mounting details, and equipment compatibility
 - 5. Coordination with Owner of AV connectivity to Owner networks
 - 6. Accurate documentation of the equipment and installation
 - 7. Warranty as defined in Paragraph 1.11
 - 8. Test equipment, tools, ladders, lifts and scaffolding required for installation
 - 9. Daily and final cleanup of debris caused by installation
 - 10. Assistance during owner training

1.2. DEFINITIONS

- A. Unless otherwise noted, the term Owner shall refer to City of Costa Mesa
- B. Unless otherwise noted, the term Using Agency shall refer to the City of Costa Mesa and Orange County
- C. Unless otherwise noted, the term Architect shall refer to Johnson Favaro
- D. Unless otherwise noted, the term General Contractor shall refer to the Contractor of Record
- E. Unless otherwise noted, the term Consultant shall refer to Waveguide LLC
- F. Unless otherwise noted, the term Integrator shall refer to the AV Systems Integrator
- G. Owner Furnished Equipment Contractor Installed - OFE

1.3. BASE SYSTEM DESCRIPTION

- A. Phase 2 is to repurpose the existing 8,700 square foot library as a community meeting and presentation venue. It will have one large Multipurpose and smaller meeting space equipped with AV systems to support electronic presentations for large group meetings and community events.
- B. Room List
 - 1. Multi-Purpose Space
 - 2. Meeting Room
 - 3. Digital Signage
- C. Multi-Purpose Room (1)

The room will be used as a rentable/mixed use space by the City

- 1. Use Cases – Panel discussions, large town hall meetings, public rental value, and city council meetings.
- 2. Displays
 - a. Dual Laser projection system
 - b. Dual Motorized projection screen (see specification section 11 52 13)
 - c. Display output for portable tech station monitor
- 3. Sources
 - a. Lectern
 - 1) Three (3) possible positions
 - 2) Inputs
 - a) HDMI
 - b) Mini DisplayPort
 - c) USB Connectivity to room computer
 - b. Room computer (OFE)
 - 1) One room computer at lectern
 - a) USB extensions for keyboard and mouse
 - c. Wireless presentation appliance
 - d. Auxiliary input at rack
 - 1) HDMI
 - 2) Audio
 - e. Bluetooth Audio Input
 - f. Tech Station
 - 1) DJ input
 - 2) Mic input
 - 3) Mixer input
 - 4) Press feed out
 - 5) HDMI input
- 4. Conferencing Capabilities (Infrastructure only for future install)
 - a. Video capture cameras (Infrastructure only for future install)
 - b. DSP with VOIP for audio conferencing
- 5. Audio
 - a. Primary line array speakers
 - b. Hall ceiling speakers on separate zone

- c. Speakers in garden area on separate zone
 - d. Voice reinforcement
 - e. Wireless microphones
 - 1) 4 Handheld
 - 2) 2 Lapel
 - 3) 2 Throwable Microphone – CatchBox
 - 4) Charger in rack
 - f. Lectern Microphone
 - g. Wired microphones inputs at stage floor boxes
 - h. Connection to Assistive Listening System (see specification section 27 51 26)
6. Control System
- a. Control processor capable of connecting to LAN for remote support and control
 - b. Basic AV system control including; control for displays, on/off, source selection and volume up/down
 - c. Touch Panels
 - 1) Wall Mounted
 - 2) Lectern
 - 3) Portable Tech Station
 - 4) At rack
 - d. Projection screen control
 - e. Lighting and shade control – coordinate interface with GC
 - f. Fire and Life Safe: Provision for turning AV system off through communication to the building fire-life system. Collect dry contact closure from fire-life safety system and shut down all AV system upon fire condition.
7. Equipment and Furniture
- a. IDF AV Equipment Rack
 - b. Lectern
 - 1) Lower doors and lock
- D. Meeting Room (1)
- This room will be used as a rentable/mixed use space by the City
- 1. Use Cases – Lectures, presentation, panel discussions, town hall meetings, staff training, over flow for Neighborhood Community Center, and public meetings.
 - 2. Displays
 - a. Laser projection system
 - b. Motorized projection screen (see specification section 11 52 13)
 - 3. Sources
 - a. Lectern
 - 1) Two possible positions
 - 2) Inputs
 - a) HDMI
 - b) Mini DisplayPort
 - c) USB connectivity to room computer
 - b. Room computer (OFE)
 - 1) One room computer at lectern
 - a) Keyboard and mouse

- c. Wireless presentation appliance
- d. Auxiliary input at rack
 - 1) HDMI
 - 2) Audio
- 4. Audio
 - a. Ceiling speakers
 - b. Voice reinforcement
 - c. Wireless microphones
 - 1) 1 Handheld
 - 2) 1 Lapel
 - d. Wired microphone at lectern
 - e. Connection to Assistive Listening System (see specification section 27 51 26)
- 5. Control System
 - a. Control processor capable of connecting to LAN for remote support and control
 - b. Basic AV system control including; control for displays, on/off, source selection and volume up/down
 - c. Touch panel at lectern
 - d. Touch panel at rack
 - e. Fire and Life Safe: Provision for turning AV system off through communication to the building fire-life system. Collect dry contact closure from fire-life safety system and shut down all AV system upon fire condition.
- 6. Equipment and Furniture
 - a. AV Rack in room closet
 - b. Lectern
 - 1) Lower doors and lock
- E. Digital Signage (2 Locations)
 - 1. Display
 - a. 49" Wall Mounted LCD
 - 2. Source
 - a. BrightSign Signage Player

1.4. ALTERNATE(S) DESCRIPTION

- A. None

1.5. REGULATORY REQUIREMENTS

- A. All equipment and installations under this contract shall conform to the following:
 - 1. ANSI/NFPA 70 National Electrical Code.
 - 2. ANSI/IEEE C2 National Electrical Safety Code TIA/EIA Standards 568 A (including TSB 67), 569 and 607.
 - 3. IEEE/ANSI 142 1982 Recommended Practice for Grounding of Industrial and Commercial Power Systems.
- B. Integrator shall be solely responsible to possess or obtain all permits and certificates required to complete this project.

- C. Integrator and employees shall perform all work in compliance with current Occupational Safety and Health Administration (OSHA) guidelines and regulations.

1.6. RELATED WORK

- A. The Integrator shall coordinate with other trades and interface with other base building systems to ensure proper integration and operation of AV systems. The Integrator should request from the Owner, General Contractor or Architect complete project design drawings and specifications to coordinate their work with the work of others.
- B. The Integrator shall coordinate with the General Contractor to establish AV room ready dates. See Appendix C.
- C. A representative of the Integrator shall attend the weekly construction meeting at the job site. This representative shall have the authority to make commitments on behalf of the Integrator.
- D. Refer to Appendix A for specific system demarcations between the Integrator and other trades.
- E. AV system and control system software.
 - 1. Integrator shall design all graphical user interface (GUI) design for all AV control touch screens for the AV systems noted in these specifications and on the drawings. The Integrator shall review these designs with the Owner and Consultant for approval.
 - 2. Integrator shall create all customized code for all control systems noted in these specifications and on the drawings.
 - 3. Integrator shall load software and configuration files into all programmable AV and control system devices.
 - 4. Integrator shall set up and configure all programmable AV and control system devices as specified in Paragraph 3.2 and as directed by the Consultant.

1.7. REFERENCES

- A. InfoComm International; AV Design Reference Manual, copyright 2006
<http://www.infocomm.org/cps/rde/xchg/SID-DA7A8DE5-23A2EBBE/infocomm/hs.xsl/35545.htm>
- B. Guide for Performing a Wireless Site Survey 2.4 GHz IEEE 802.11g/802.11b/802.15.4 by AMX <http://trade.amx.com/assets/whitePapers/AMX.Wireless.Site.Survey.Guide.pdf>
- C. Guide to Graphical User Interface Design - 68-1930-01 Rev. C by Extron
http://www.extron.com/download/files/guides/gui_standards_guide_C.pdf
- D. Dashboard for Controls Design Reference by InfoComm International
https://www.infocomm.org/fileStore/Dashboard_for_Controls_Design_Reference.pdf
- E. Dashboard for Controls Design Guide by InfoComm International
https://www.infocomm.org/fileStore/Dashboard_for_Controls_Design_Guide.pdf

1.8. PROJECT/SITE CONDITIONS

- A. Refer to Division 1 of the general construction documents for this project for coordination with other trades on this project.
- B. Coordinate all access to the site at all times with the General Contractor and the Owner.
- C. Adhere to the safety standards established by the General Contractor and the Owner while performing work on site.

- D. All employees of the Integrator shall wear identification clearly indicating the Integrator's company while on site.
- E. All employees of the Integrator shall comply with rules and policies established by the Owner.
- F. All vehicles of the Integrator or employees shall be parked in areas designated by the Owner.
- G. Store equipment in a manner that will not interfere with others. Coordinate secured storage at the site with the General Contractor and the Owner.
- H. Do not install equipment in any space not designated by the General Contractor as "AV room ready". See Appendix C.
- I. Protect all work and equipment installed under this contract from damage by others.
- J. Protect all existing work in place by others from damage by the Integrator, the Integrator's agents/sub Integrators, or any employees, agents or sub Integrators of the Integrators vendors. The Integrator will be solely responsible for any/all damage to work in place by others.
- K. Keep areas around and inside of each piece of equipment and each rack free from dust, dirt and debris throughout the project. Equipment that is not properly maintained during installation shall be replaced at no cost to the Owner before final payment is made to the Integrator.
- L. All equipment and materials stored at the Integrators facility(s) or stored and/or installed at the project site will remain the property of the Integrator unless ownership is specifically assumed in writing by the Owner. The Integrator shall be solely responsible for the protection of all equipment from damage, theft or vandalism regardless of cause, until ownership is specifically assumed in writing by the Owner or the work described herein is accepted by the Owner at the time of official turnover.

1.9. REQUIREMENTS SPECIFIC TO THIS PROJECT

- A. Per Division One of the Master Specification
- B. The following certifications are required
 - 1. Lead Installer – CTS-I
 - 2. Lead Design - CTS-D
 - 3. Lead Control System Programmer – Master Programmer Certification -Silver: of the selected control manufacturer
- C. Integrator shall be a member of AVIXA and have the APEx Certification

1.10. SUBMITTALS

- A. General
 - 1. Unless directed otherwise in writing by the Consultant, the Integrator is not authorized to proceed with the acquisition, assembly or installation of any systems or components until the submittals outlined in this Section have been approved by the Consultant. Any acquisition, assembly or installation of any systems or components without the Consultant's approval will be subject to removal at the Integrator's expense. Submittals requiring approval prior to acquisition, assembly or installation include:
 - a. Project Plan Submittal (See Paragraph 1.10.D)
 - b. Long Lead Time Equipment Submittal (See Paragraph 1.10.E)
 - c. Sample Drawing Submittal (See Paragraph 1.10.F)
 - d. Full Project Submittal (See Paragraph 1.10.G)
 - 2. A submittal package consists of all items (forms, lists, drawings, etc.) specified for that submittal.

3. All specified items for each submittal shall be provided at the same time. Partial or incomplete submittals will be rejected.
4. The Integrator shall coordinate with the Consultant prior to the delivery of each Submittal to obtain the proper quantities of submittals to each recipient.
5. Refer to Paragraph 1.10.B for deadlines for each submittal.
6. Product cut sheets shall not be submitted for products listed in Part 2 or Appendix F of this specification.
7. Product cut sheets shall be submitted for all products provided by the Integrator that are not listed in Part 2 or that are indicated as "Equal as Approved" or "Or Equal" in Appendix G of this specification.
8. Product cut sheets shall accompany all requests for product substitutions for any reason.
9. Provide samples of each label type to be used. See Paragraph 3.2.D.
10. Consultant will notify Integrator if any sample products are required for fit or finish coordination. Samples shall be provided by the Integrator at no additional cost to the project, Consultant or Architect.
11. The Integrator's drawings shall conform to the following.
 - a. Fonts must be legible (suggested minimum 1/16" on 11x17 prints)
 - b. CAD files must be exportable to Autodesk Drawing (.dwg) format.
 - c. AV plans for indicating AV equipment layouts shall be scaled to be not less 1/8" = 1'-0". Details for particular equipment mounting shall be scaled to be not less than 1/4" = 1'-0".

B. Anticipated Project Milestone and Submittal Dates

1. Below are anticipated project milestones target dates. Note that while milestones may vary due to site or other conditions the anticipated first use date will not change without written approval of the Owner.

MILESTONE / DELIVERABLE	CALENDAR DAYS OR SPECIFIC DATE	SPECIFICATION PARAGRAPH REFERENCE
Weekly Status Reports	Start 10 days after Letter of Intent (every week until Contract Closeout)	1.10.C
Project Plan Submittal	5 days after Letter of Intent	1.10.D
Long Lead Time Equipment Submittal	10 days after Letter of Intent	1.10.D
Sample Drawing Submittal	10 days after Letter of Intent	1.10.F
Full Project Submittal	TBD by Integrator	1.10.G
Cross Connect Submittal	10 days prior to Shop Staging	1.10.H
User Interface Report	30 Days prior to Shop Staging	1.10.I
Shop Staging	TBD by Integrator	3.3.D
Full Verification	TBD by Integrator	3.3.F
Final Verification	TBD by Integrator	3.3.G

MILESTONE / DELIVERABLE	CALENDAR DAYS OR SPECIFIC DATE	SPECIFICATION PARAGRAPH REFERENCE
Training	Four Days Prior to First Use	3.3.H
First Use	03/20/2020	-
Contract Closeout	04/24/2020	3.4

C. Weekly Status Reports

1. The Integrator shall provide weekly status reports using the Consultant's "Weekly Status Report" form noted in Appendix B (or equivalent form approved by the Consultant).
2. Weekly status reports shall be provided at least one business day prior to each weekly Owner's meeting from the date of the Letter of Intent to Award until the Contract Closeout.
3. These reports shall be provided to the Architect, General Contractor and Consultant via email.
4. The Weekly Status Report shall not be used as an official means of communications. It does not replace any part of a submittal, request for information, proposed change order, report of field conditions, schedule issues, etc. No official response will be given to the Weekly Status Report.

D. Project Plan Submittal

1. Submit project team list. Include names and all contact information (email address, cell phone, etc.) for the Integrator's Project Manager, Lead Engineer, Lead Installer and any other pertinent team members. Include names and contact information for all sub-contractors.
2. Submit project schedule in both Portable Document Format (.pdf) and native file formats.
 - a. Include all milestones listed in Paragraph 1.10.B above as well as other significant milestones, activities or deadlines by others that may impact the project schedule.
 - b. Integrator shall revise and keep the schedule current and accurate throughout installation and shall publish updated schedules as required
 - c. Include shop rack assembly, onsite cable installation, all staging, onsite equipment installation and all Consultant verifications.
 - d. Schedule shall be coordinated with the general construction schedule and shall include the General Contractor's anticipated AV room ready dates - Appendix C.
 - e. Schedule shall meet the anticipated first use of the Owner with adequate time allowed for setup, verification and punchlist correction of all systems.
 - f. Indicate the sequence and anticipated dates of acquisition of major equipment and installation milestones.
 - g. Indicate the sequence of installation and completion by room and/or system.
 - h. Work shall not commence without the approval of the General Contractor.

E. Long Lead Time Equipment Submittal

1. Submit a list of long lead items.
 - a. These are items that must be ordered before Full Project Submittals are due to not adversely impact the project schedule.
 - b. Do not include equipment that will be ordered later.
 - c. This list shall be in the format of the equipment list noted in Appendix G.

2. The Integrator shall use reasonable judgment as to which products are legitimate long lead items.
 3. Failure to include an item that may require long lead time shall not relieve the Integrator of the responsibility of furnishing said item to meet the project schedule.
- F. Sample Drawing Submittal
1. Equipment list in the form of Appendix G. Provide in Portable Document Format (.pdf).
 2. The Integrator shall submit sample drawings in Portable Document Format (.pdf) for Study rooms for approval of the Integrator's drawing style and detail methodology.
 3. Include all information required in Paragraph 1.10.A. and Appendix F.
- G. Full Project Submittal
1. Equipment list in the form of Appendix G. Provide in Portable Document Format (.pdf).
 2. Shop drawings
 - a. All sheets shall be the same size and oriented the same direction. Provide electronic copies in Portable Document Format (.pdf).
 - b. All information required in Paragraph 1.10.A. and Appendix F shall be included
 - c. All information and corrections from the sample drawing review shall be included.
 3. Product cut sheets and samples as specified in Paragraph 1.10.A. Provide in Portable Document Format (.pdf).
- H. Cross Connect Submittal
1. Submit a cross connect in Excel (.xlsx) format requesting voice and data coordination information from the Owner or Using Agency. Integrator shall supply unique equipment reference corresponding to approved shop drawings, make, model, serial number, MAC address, etc. and will request IP addressing and SIP registration information for applicable equipment.
 2. The Consultant will provide a template to be used for this project for this submittal.
- I. User Interface Submittal
1. Provide in Portable Document Format (.pdf).
 2. Submit a report describing the user interfaces for each system.
 3. Include all touch panel screens with basic functional descriptions of graphical user interface and system behaviors.
 4. Provide keypad layouts, including engraving, with functional descriptions of interface feedback and system behaviors.
 5. Submittal shall be in accordance with Appendix E.
- J. Shop Staging Verification Notification
1. Three days prior to each shop staging verification by the Consultant listed in Paragraph 3.3.D, the Integrator shall provide notification to the Consultant stating that all rooms listed in Paragraph 3.3.D for each staging session meet all conditions listed in Paragraph 3.3.D.
 2. Notification shall be in accordance with Appendix D.
- K. Onsite Staging - NONE
1. Three days prior to onsite staging verification by the Consultant the Integrator shall provide notification to the Consultant stating that all rooms listed in Paragraph 3.3.E. meet all conditions listed in Paragraph 3.3.E.
 2. Notification shall be in accordance with Appendix D.
- L. Full Verification Notification
1. Three days prior to full verification by the Consultant the Integrator shall provide notification to the Consultant stating that all rooms listed in Paragraph 3.3.F meet all conditions listed in Paragraph 3.3.F.

2. Notification shall be in accordance with Appendix D.
- M. Final Verification Notification**
1. Three days prior to final verification by the Consultant the Integrator shall provide notification to the Consultant stating that all rooms listed in Paragraph 3.3.G meet all conditions listed in Paragraph 3.3.G.
 2. Notification shall be in accordance with Appendix D.
- N. Preliminary Project Record Documents Submittal**
1. The Integrator shall submit preliminary project record documents at final verification.
 2. Preliminary project record documents shall:
 - a. Be based on corrected/updated shop drawings.
 - b. Include an updated equipment list in the form of Appendix G.
 - c. Include half size drawings modified to reflect the actual installation.
 - d. Include a CD-ROM with manufacturer's operation manuals arranged alphabetically, and current drawings Autodesk Drawing (.dwg) format, current DSP configuration and control software files.
- O. Project Record Documents Submittal**
1. Within 20 days following final verification, the Integrator shall submit complete project record documents.
 2. Project record documents shall include corrections and markups from the preliminary project record documents.
 3. Project record documents shall consist of:
 - a. Full size record drawings
 - 1) drawings shall meet all requirements listed in Paragraph 1.10.A.
 - 2) drawings shall be based on approved Preliminary Project Record Documents.
 - 3) drawings shall show the actual "As Built" condition of all AV systems. Include all information listed in Appendix F.
 - 4) All calculated figures shall be replaced with field verified values.
 - 5) All equipment "as left" settings and adjustments shall be indicated on drawings. Include all information listed in Appendix F.
 - b. Product information binders shall consist of the following information, with section dividers.
 - 1) Title page and table of contents
 - 2) Warranty Statement
 - 3) Provide a one-year system warranty as indicated in Paragraph 1.11. Indicate warranty start and end dates, scope of warranty and conditional limitations. Indicate excluded items.
 - 4) Indicate procedure for obtaining telephone support and onsite service. Include a list indicating Integrator's name, address, e-mail address and service department telephone number.
 - 5) Provide placeholder dates for the preventive maintenance service calls
 - 6) Equipment List: Final equipment list broken out per room with serial numbers for each device. Include the ending date of the manufacturer's warranty period for each product.
 - 7) Equipment manuals: Alphabetically arrange manufacturer's operation manuals
 - 8) Key schedule with three duplicates of each key required for operation of the systems
 - 9) Half-size set of Record drawings
 - c. Provide electronic copies to the Owner of the following:

- 1) Software based control system code (user interface software and program)
- 2) All custom or purpose created software, including original source code written with remark statements to document function of sub routines, macro's and program requirements
- 3) All DSP and specific device application software in its final configuration
- 4) All equipment "as left" settings, levels, and adjustments indicated on drawings
- 5) Final equipment list with warranty and serial number information as noted in Paragraph 1.10.O.3.b.6)
- 6) Record drawings in Portable Document Format (.pdf) format
- 7) Record drawings in Autodesk Drawing (.dwg) format

1.11. WARRANTY

- A. Provide warranty repair or replacement for one year on all products provided by the Integrator (including products having a manufacturer's warranty of less than one year) and all Integrator workmanship at no additional cost, except in case of obvious abuse. Consumable items such as lamps, batteries, tapes, etc. are not covered.
- B. During the warranty period the Integrator shall:
 1. Provide telephone support within 4 hours of a call requesting service.
 2. Provide onsite support within 24 hours of a call requesting service that was not corrected by telephone support.
 3. Repair or replace faulty items within 72 hours of onsite service or within manufacturers' specific repair program whichever is quicker.
- C. Integrator shall not involve the Owner or Using Agency with removing, re installing equipment, shipping or receiving equipment being repaired under warranty, nor shall the Owner or Using Agency be responsible for any shipping or freight charges associated with any item under warranty.
- D. Both the Owner and the Using Agency shall be copied with all paperwork related to any/all warranty work during the Warranty period.
- E. The Warranty Period will commence no sooner than the date of first beneficial use by the Owner and Using Agency (whoever is first) and no later than the date of Contract Closeout.
- F. Include, at no additional cost, four (4) preventive maintenance visits to make adjustments to video projectors, check projector lamp life and replace lamps if usage exceeds 85% of projector manufacturer's life cycle rating. Use only spare lamps provided under this contract. Check audio and video system settings, review control system functionality and otherwise ensure that the system is in proper working order.
 1. 90 days (± 15 days) after the commencement of the Warranty Period.
 2. 180 days (± 15 days) after the commencement of the Warranty Period.
 3. 270 days (± 15 days) after the commencement of the Warranty Period.
 4. 20 days (± 10 days) before the end of the Warranty Period

PART 2 - PRODUCTS

2.1. GENERAL

- A. Acceptable Products are listed below and in Appendix G and establish the basis for design for the AV systems.

The Lions Park Projects, Phase 2
 Costa Mesa, CA
 Bid Set

274116-12

Integrated AV Systems
 Johnson Favaro
 August 16, 2019

- B. Specified products establish the basis for design however an equivalent product by another manufacturer may be submitted for approval where noted in Appendix G. Products specified are not intended to limit the selection of equal products from other manufacturers; however, the design and technical intent shall conform to the functional, technical and reliability requirements.
- C. Integrator shall be fully responsible for making a substitute product match the requirements, description and functionality of the originally specified product regarding all options, accessories and external interface requirements.
- D. Color and finish of all AV products visible to a user shall be approved by the Owner and Architect prior to acquisition, including products where finish is specified or implied in the specifications, drawings or in Appendix G.
- E. Where a comparable product by another manufacturer is listed but a specific model number is not indicated, the comparable product must meet all listed specifications of the primary specified product as a minimum, and the primary specified product (manufacturer and model number) shall be used as the basis of design.
- F. All products shall be new and under warranty at the time of installation. B-stock, previously installed, refurbished or used equipment shall not be provided on this project.
- G. All products shall be new and under warranty at the time of installation.
- H. Where the specification lists several manufacturers for a major item, or group of items, the Integrator shall provide all of those items from one manufacturer (i.e., all Type A loudspeakers shall be brand "X" not a combination of brands "X" and "Y").
- I. The Integrator shall provide all options, accessories and hardware necessary to meet the function of the design even if they are not specifically listed (e.g., rack mount kits, separate or additional power supplies, input modules, transformers, etc.).
- J. The acceptability of a proposed substitution shall be considered under the following terms listed in the "Substitutions" column of Appendix G:
 - 1. The term "No Substitutions" shall denote that only the listed product(s) are acceptable and no substitutions will be considered or approved.
 - 2. The term "Equal as Approved" shall denote that equivalent products will be considered as substitutes for the specified products.
 - 3. The term "Or Equal" shall denote that functionally equivalent products shall be acceptable without written approval by the Consultant.
- K. Where a specified item has been discontinued by the manufacturer and/or replaced by a new model, the Consultant may require submission of the new model for evaluation prior to acceptance as a substitute.
- L. Product substitution is allowed only by expressed written consent of the Consultant and only before the Bid is received.
- M. Unless a specified product has been discontinued by the manufacturer, there shall be no product substitution after the issuance of the Contract Award, Notice to Proceed, or Letter of Intent to Award, whichever is earlier.
- N. The Integrator is solely responsible for the completeness and accuracy of take-offs and bids.
 - 1. Appendix G is the Consultant's good faith effort to provide an AV equipment list based on the drawings and specifications. However, Integrators are cautioned that the list may not be complete, may have discrepancies against the drawings, and may not indicate all pertinent information required to prepare an accurate bid.
 - 2. Determination of final quantities to meet the function of the design shall be the sole responsibility of the Integrator.

2.2. DEVICE PLATES

A. Wall / Floor/ Ceiling Mounted Device Plates:

1. NEMA gang type plates shall be standard or jumbo size as required at each plate location.
2. Plates larger than NEMA 2-gang type plates shall be 1/8" aluminum or 1/16" stainless steel.
3. All plates shall be sized to cover the mounting box and rough opening.
4. All text and graphics shall be engraved.
5. Finish to be approved by Architect.
6. Connectors shall be fixed to plates and panels using screws and nuts, or by using the mounting method integral to the connector. Rivets are not acceptable.
7. Detailed drawings of plates panels showing information required in Appendix F shall be submitted prior to fabrication. No exceptions.
8. Provide blank plates with approved finish for ALL AV System wall, floor and ceiling boxes that do not have receptacles.
9. At all non connectorized pass-throughs provide a secured grommet in ceiling, wall or plate.
10. Acceptable manufacturers
 - a. ProCo Plateworks® / Captain NEMA®, RCI, Wireworks, Whirlwind, Panel Authority, Panel Crafters
 - b. Integrator

B. Rack Mounted Panels

1. Rack panels with connectors, switches, controls, etc., shall be 16-gauge, flanged construction.
2. All text and graphics shall be engraved.
3. Finish shall match rack unless noted otherwise.
4. Detailed drawings of panels showing information required in Appendix F shall be submitted prior to fabrication. No exceptions.
5. Acceptable manufacturers
 - a. ProCo Plateworks® / Captain NEMA®, RCI, Wireworks, Whirlwind, Panel Authority, Panel Crafters
 - b. Integrator

2.3. FIXED INSTALLATION CABLE

A. General

1. Following are cable types for fixed installation within the base building raceway and within fixed AV equipment racks. Unless specifically noted elsewhere, these are NOT acceptable for user interface cables used in lecterns/ credenzas or for connection of portable equipment.
2. Do not exceed cable manufacture's pull-force or bend radius recommendations.
3. All cable used on this project shall be rated for plenum use unless specified otherwise.
4. All speaker cable shall be sized by the Integrator to produce less than 1dB of loss in the speaker/cable circuit.
5. All video cable shall be sized by the Integrator to meet the criteria listed in Paragraph 3.3.
6. Integrator shall select the proper STP/UTP cable type (Cat 5, Cat5e, Cat6, "media"/"low skew", etc.) for correct operation of AV over STP/UTP equipment. Consult with manufacturer for their recommended cable type.

B. EIA/TIA rated Category 6 STP, Plenum rated

1. Liberty Cables: 24-4P-P-L6SH-* (* indicates cable color)
 2. Comparable product by Belden, Comm/Scope, Gepco, West Penn.
- C. EIA/TIA rated Category 6 STP, Non-Plenum rated
1. Liberty Cables: 24-4P-L6SH-* (* indicates cable color)
 2. Comparable product by Belden, Comm/Scope, Gepco, West Penn.
- D. HDBaseT STP, Plenum rated
1. Liberty Cables: 24-4P-P-L7SH-BLU
 2. Comparable product by Belden, Comm/Scope, Crestron, Extron.
- E. HDBaseT STP, Non-plenum rated
1. Liberty Cables: 24-4P-L7SH-BLU
 2. Comparable product by Belden, Comm/Scope, Crestron, Extron.
- F. AMX or Crestron Control Cable: Two pair - one pair shielded, one pair unshielded. Unshielded pair #18 AWG; shielded pair #22 AWG. NOTE: Also acceptable for use within lecterns.
1. Liberty AXLINK-P
 2. Comparable product by West Penn Wire, Belden.
- G. Mic or Line Level Signal: Single twisted pair, overall shield, #22 AWG.
1. Liberty 22-2C-PSH-WHT
 2. Comparable product by West Penn Wire, Belden, Gepco.
- H. Mic or Line Level Signal with Pair for Contact closure: Two pair- one pair shielded, one pair unshielded. Both pair #22 AWG.
1. Liberty 22-2P-PINDSH-WHT
 2. Comparable product by West Penn Wire, Belden, Gepco.
- I. Speaker Level: 16/2 UTP with overall jacket.
1. Liberty 16-2C-TTP-* (* = color designator)
 2. Comparable product by West Penn Wire, Belden, Gepco.
- J. Speaker Level: 14/2 UTP with overall jacket.
1. Liberty 14-2C-TTP-* (* = color designator)
 2. Comparable product by West Penn Wire, Belden, Gepco.
- K. Speaker Level: 12/2 UTP with overall jacket.
1. Liberty 12-2C-TTP-* (* = color designator)
 2. Comparable product by West Penn Wire, Belden, Gepco.
- L. Speaker Level: 10/2 UTP with overall jacket.
1. Liberty 10-2C-TTP-WHT
 2. Comparable product by Belden.
- M. RG8 (50 Ohm) Non-Plenum
1. Liberty Cables: RG8-CMR-BLK
 2. Comparable product by West Penn Wire, Belden, Gepco
- N. RG8 (50 Ohm) Plenum
1. Belden Cables: 89913
 2. Comparable product by West Penn Wire, Belden, Gepco
- O. Wireless Mic Antenna Coax Cable (less than 75'): RG-58/U
1. Liberty RG58-CMP-WHT
 2. Comparable product by West Penn Wire, Canare, Gepco, Comm/Scope.

- P. Base Band Video Cable: RG-59/U
 - 1. Liberty RG59-CCTV-PL-WHT
 - 2. Comparable product by West Penn Wire, Belden, Canare, Gepco, Comm/Scope.
- Q. CATV, MATV, or CCTV Trunk Line: RG-11/U Quad Shield
 - 1. Liberty RG11-QUAD-PL-WHT
 - 2. Comparable product by West Penn Wire, Canare, Gepco, Comm/Scope.
- R. CATV, MATV, or CCTV Drop Line: RG-6/U Quad Shield
 - 1. Liberty RG6-QUAD-CMP-WHT
 - 2. Comparable product by Belden, Canare, Gepco, West Penn Wire, Comm/Scope.
- S. ASE/EBU Cable: Plenum
 - 1. Liberty Cables: 24-1P-P-DIG-AUDIO
 - 2. Comparable product by Belden, Canare, Gepco, West Penn Wire, Comm/Scope
- T. ASE/EBU Cable: Non-Plenum
 - 1. Liberty Cables: 24-1P-DIG-AUDIO
 - 2. Comparable product by Belden, Canare, Gepco, West Penn Wire, Comm/Scope
- U. HD, SDI, and video tie lines: RG-6/U
 - 1. Belden 1695A
 - 2. Comparable product by Liberty, Extron, Canare, Gepco, West Penn Wire, Comm/Scope
- V. HDMI Cable male to male. Lengths as required.
 - 1. Keydigital KD-HDBC*
 - 2. Comparable product by Liberty.
- W. Plenum HDMI Cable male to male. Lengths as required.
 - 1. Liberty P-HDM-M
 - 2. Comparable product by Atlona.
- X. DVI Cable male to male. Lengths as required.
 - 1. Extron DVID DL Pro/*
 - 2. Comparable product by Atlona.
- Y. DisplayPort Cable male to male. Lengths as required.
 - 1. Extron DisplayPort M-M/*
 - 2. Comparable product by Atlona.
- Z. General Control Cable: Plenum rated, AWG, number of conductors, pairs and/or shield depending on specific control function (e.g., IR, RS 232, dry closure, etc.).
 - 1. Liberty model # as required to meet functionality
 - 2. Comparable product by Belden, Gepco, West Penn Wire, Comm/Scope
- AA. Lectern, credenza, cart and portable cables:
 - 1. Use highly flexible, pre made or molded cables.
 - 2. Select AWG, number of conductors, pairs and/or shield as required depending on specific function.
 - 3. Acceptable Manufacturers: Bi Tronics, HOSA, Mogami, Extron, Canare, MarkerTek, Tek Net, Comprehensive or HAVE.
- BB. Additional cable types as required. Cable type shall be approved by the Consultant prior to use.

2.4. PRE-MANUFACTURED AND ADAPTER CABLES

- A. VGA Cables with Audio
 - 1. Extron: MVGA-A-M-M/* (* indicate cable length 3', 6', 12')
 - 2. Comparable by Liberty Cables
- B. VGA Cables
 - 1. Extron: Model: MVGA M-M/* (* indicate cable length 3', 6', 12')
 - 2. Comparable by Liberty Cables
- C. HDMI Cables
 - 1. Extron: HDMI Ultra/* (* indicate cable length 6', 9', 12', 15')
 - 2. Comparable by Key Digital:
- D. Audio Cables w 1/8" TRS
 - 1. Extron: A-Mini/* (* indicate cable length 2', 6', 12')
 - 2. Comparable by Liberty Cables
- E. Toslink Optical Cable
 - 1. Liberty Cables: Z500NTOS* (* indicate cable length 1', 7', 13', 20', 33', 50')
 - 2. Comparable by Comprehensive
- F. SPDIF Cable
 - 1. Liberty Cables: 20 SD-RCAM-M-* (* indicate cable length 3', 20', 25', 35')
 - 2. Comparable by Extron

2.5. CONNECTORS

- A. 1/4 Inch Cable Connectors: Non long frame type.
 - 1. Neutrik "NP" Series
 - 2. Comparable product by Switchcraft.
- B. BNC Cable Connectors: 3 piece, true 75Ω crimp type.
 - 1. Acceptable manufacturers: Kings, Liberty, Extron, Canare, ADC, Trompeter, Cambridge
 - 2. Connector shall be compatible with cable type.
- C. Loudspeaker Cable Connectors: 4 or 8 pole.
 - 1. Neutrik Speakon NL4FC or NL8FC
 - 2. Comparable product by Switchcraft.
- D. IHF (RCA) Audio Cable Connectors: For all IHF (RCA) audio jacks, gold center pin, spring type strain relief.
 - 1. Canare F 09
 - 2. Comparable product by Switchcraft.
- E. IHF (RCA) 75Ω Video Cable Connectors: For all IHF (RCA) video jacks.
 - 1. Canare RCAP C series
 - 2. Comparable product by Trompeter
 - 3. Connector shall be compatible with cable type and shall be installed using factory approved tool and die.
- F. XLR Cable Connectors: Number of pins as required.
 - 1. Black shell with gold pins, unless otherwise noted.

2. Neutrik "XX" series
 3. Comparable product by Switchcraft
- G. 3-pole XLR with 1/4" Panel Connectors, non-switching, solder cups: All conductors shall be insulated from panel.
1. Neutrik NCJ6FI-S
 2. Comparable product by Switchcraft
- H. Recessed BNC Panel Connectors: Shield shall be insulated from panel, shell finish to match adjacent surfaces.
1. Neutrik NBB75DFIB
 2. Comparable product by Canare
- I. Non-recessed BNC Panel Connectors: Shield shall be insulated from panel, shell finish to match adjacent surfaces.
1. Neutrik NBB75FI
 2. Comparable product by Canare (with insulating washers) for floor boxes (non recessed).
- J. Loudspeaker Panel Connectors: 4 or 8 pole.
1. Neutrik Speakon NL4MP or NL8MP
 2. Comparable product by Switchcraft
- K. IHF (RCA) 75 Ohm Video Panel Connectors: Shield shall be insulated from panel. Color code as shown on the drawings.
1. Canare RJ RU
 2. Comparable product by Switchcraft.
- L. RJ 45 Panel Connectors: Recessed Cat 5 or Cat 5e compliant, 8 contacts, Latch hook Retention of RJ45 plugs, 110 Punch down IDC terminals on rear.
1. Neutrik NE8FAV Y110
 2. Comparable product.
- M. Shielded RJ45 Connectors: Shielded 8 position 8 contact (8P8C) plug connector, RoHS compliant and UL rated.
1. Crestron DM-8G-CONN
 2. Extron XTP DTP 24 Plug
 3. Comparable product.
- N. XLR Panel Connectors: Black shell, gold pins.
1. Neutrik "D" Series
 2. Comparable product by Switchcraft.
- O. 3.5mm (1/8") Cable Connectors: Mini TRS for balanced mono audio or unbalanced 2 channel audio.
1. Canare F-12
 2. Comparable product by Switchcraft.
- P. BNC Terminators: 75Ω, 1%.
1. Canare BCP *
 2. Comparable product by Trompeter, ADC.

2.6. RACKS AND RACK ACCESSORIES

- A. All accessories shall be from the same manufacturer as the rack enclosure.

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 Bid Set

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- B. Provide the following accessories for each rack shown on the drawings.
1. Side panels for each individual rack or for end racks of each group of racks.
 2. Solid or fan top as shown on the drawings and solid rear door.
 3. Grounding stud in top rear of rack.
 4. Full-height rear mounting rails
 5. Full-height solid copper bus bar bonded to rack.
 6. Rack work light.
 7. Horizontal facing bars (as required).
 8. Blank panels as necessary to close front of rack.
 9. Vents, blowers, fans and fan packs as necessary to properly dissipate heat.
 10. Power distribution as required.
 11. Caster base as shown on the drawings or as dictated by field conditions.

PART 3 - EXECUTION

3.1. PREPARATION

- A. Before starting installation, verify proper installation of the following:
1. Backboxes and conduit– installed per the drawings and these specifications.
 - a. Stub outs finished with j boxes or insulated bushings on end of conduit.
 - b. Pull boxes installed per NEC based on total number of turns and angles and on linear feet of conduit.
 - c. Pull strings inside all conduits.
 2. 120VAC power circuits, isolated ground conductors and equipment ground conductors.
 3. Fixed millwork.
 4. Cable tray.
 5. Supports or blocking for flat panel displays.
 6. Projector lifts or support for ceiling mounted projectors.
- B. Copies of these specifications and approved shop drawings shall be readily available for all in shop and onsite integration work.
- C. Provide written notification to the General Contractor and Consultant of any problems impacting the Integrator's work. Failure of the Integrator to notify the General Contractor and Consultant in a timely manner of incomplete, inadequate, unfinished, or otherwise unacceptable pre requisite work by other trades in the base building infrastructure will not relieve the Integrator of the responsibility to complete the work under this contract.

3.2. INSTALLATION

- A. General
1. All equipment and enclosures described in this specification shall be installed plumb and square unless specifically detailed otherwise.
 2. All equipment, except that designated as movable, portable or loose equipment, shall be secured and permanently attached to racks or structure in a manner which will require the use of a tool (e.g., screw driver, nut driver, etc.) for removal.
 3. All supports shall meet or exceed the load requirements of the intended application with a minimum safety factor of five.
 4. Support hardware shall have SAE Grade 8 load rating (min.).

5. All equipment mounted overhead that has a composite weight, including mounting hardware and brackets, of forty pounds or more shall be mounted using plans and specifications approved by a licensed structural engineer. All fees and expenses related to structural approval shall be paid by the Integrator.
 6. All equipment mounted in wall that has a composite weight, including mounting hardware and brackets, of two hundred pounds or more shall be mounted using plans and specifications approved by a licensed structural engineer. All fees and expenses related to structural approval shall be paid by the Integrator.
- B. Firmware
1. The Integrator shall install the firmware versions selected by the Consultant for all programmable or configurable devices.
 2. The Integrator shall be responsible for up to two additional firmware changes per device until project closeout.
 3. Integrator shall notify the Consultant prior to any change of firmware in any programmable or configurable device until the Integrator is released from all installation and warranty responsibilities.
- C. Equipment Racks, Conduit, and Raceways
1. Electrical power distribution
 - a. Provide labels on receptacles within AV racks indicating branch panel and circuit number.
 - b. See the drawings for details of power raceway entering and mounting inside rack.
 2. Provide a full height, technical ground bus bar in each equipment rack, mount adjacent to the power raceway and electrically bond to rack.
 3. Install rack mounted equipment as indicated on the approved AV shop drawings, and make connections within the racks before delivery to job site.
 4. Provide insulated connections between the building electrical raceway and the equipment racks.
 5. Provide insulated connections between the AV raceway and the equipment racks.
 6. Provide EMT stubs, with insulated bushings to protect cable, into the above ceiling area for routing cable into the equipment racks.
 7. Segregate circuit types as noted in Paragraph 3.2.F.2.
 8. Do not exceed 40% conduit fill.
- D. Labeling
1. General
 - a. Handwritten labels are not acceptable.
 - b. Do not indicate the Integrator's name on movable, portable or loose equipment, touch panels, cables, or wall plates.
 - c. Integrator's name may be displayed on rack panel only as shown on the drawings.
 - d. Label type, text and graphics shall be approved by the Consultant before fabrication of labeling, plates or other labeled items.
 - e. All labels shall be legible.
 2. Provide permanent, self-adhesive labels on the front panel of rack mounted equipment to indicate system designation/functionality (e.g., Automixer 3, Press Feed ADA, Speech Amp-Zone A, etc.).
 3. Provide permanent, self-adhesive labels on the back of rack mounted equipment.
 - a. Indicate system designation/functionality.
 - b. Text shall be identical to equipment front panels.
 - c. Indicate IP address for all networked equipment located in secured racks or locations.

- d. Phone number.
 - 4. Provide permanent label on plug end of power cords of all rack mounted equipment identifying the power cord with the equipment.
 - 5. Provide labels for front panel input and output buttons of AV routers, switches, mixers, etc.
 - 6. Provide text/graphics engraved directly on receptacle plates, panels, and rack panels.
 - a. Use eighth inch letters with contrasting fill color.
 - b. Label all plate mounted connectors and receptacles as shown on approved shop drawings
 - c. Label plates with plate designation shown on approved shop drawings.
 - 7. For all installed wiring provide permanent labels using wire numbers or designation as shown on approved shop drawings.
 - a. Wire labels shall be one of the following types
 - 1) Self-adhesive label under clear heat shrink,
 - 2) Direct printed heat shrink
 - 3) Direct printed, self-adhesive, self-laminating
 - b. Position labels as shown in wiring standard details on the drawings.
 - c. Provide wire labels on both ends of cable.
- E. Wiring**
- 1. Do not make any in line cable splices unless specifically noted.
 - 2. Use only cable pulling lubricants approved by the cable manufacturer.
 - 3. Provide grommets or chase nipples at cable entry where conduit is not installed.
 - 4. Provide cable anchors for any cable or cable bundle larger than 1 inch diameter, permanently installed and not in conduit. Do not use sticky back cable anchors.
 - 5. Provide a service loop for each cable that connects to equipment in racks or AV furniture. Service loop length shall be sufficient to allow one re-termination without removing cable ties.
 - 6. All cables connecting to a movable lectern, cart, or desk or lectern shall be highly flexible cable, specifically designed by the manufacturer to be flexed repeatedly. Permanent install type cable is not acceptable for this application.
 - 7. All cable bundles of more than one cable connecting to a movable lectern, cart, or desk or lectern shall be enclosed in a flexible braided sleeve and be of the minimum length extending from the furniture edge as noted on the drawings.
 - 8. The Integrator shall take precautions to ensure that cabling is not kinked, compressed or otherwise damaged such that performance is compromised.
 - 9. Bend radius shall not be less than recommended by the cable manufacturer.
 - 10. Do not exceed the maximum permissible pulling tension. Consult the cable manufacturer for exact data.
 - 11. Use soft Velcro based cable ties located at random distances apart for installation of specialty cable such as HD-SDI, Category cable, fiber, etc.
- F. Service and segregation of installed cables**
- 1. Refer to the drawings for
 - a. Standard wiring termination
 - b. Labeling details
 - c. Special wiring details
 - 2. Standard cable segregation – similar signal types or signal levels may be grouped together as approved by the Consultant.
 - a. Microphone: below -30 dBu
 - b. Line: -30 dBu to +24 dBu
 - c. Loudspeaker: Greater than +24 dBu

- d. Video: 1 volt peak-peak into 75 Ohms
- e. Control Circuits: 0-28 Volt into <50k Ohms and Data: 2 Volt peak-peak into 100 Ohms
- f. Fiber

G. Terminations

1. Use crimping tools recommended by the termination manufacturer. Use ratcheting crimp tools for spade lugs and Molex pins.
2. Provide insulated spade lugs for screw terminals, two lugs per terminal maximum.
3. Use properly sized spade lugs for cable gauge and screw size.
4. Conductors in phoenix type connectors shall not be tinned.
5. Ferrules in phoenix type connectors shall not be used.
6. Terminate conductors with proper mating connectors.
7. Wire Nuts are not acceptable.
8. Audio shield/drain wires shall not be connected to the connector body at any time.
9. Only one cable or set of wires shall be installed into any single connector; do not loop cable in and out of a connector. Provide a terminal block to parallel any audio signal wiring.
10. Dual channel audio circuits using 5 pin XLR type connectors shall be made using a dual twisted pair type cable (Canare Star Quad, ProCo Ameriquad, or equivalent).
11. If multiple connection types are available on a given piece of equipment, the screw terminal type (including phoenix type) shall be used as first choice, with XLR connections used as second choice, and other connectors as last choice.
12. Maintain proper polarity when wiring components and loudspeakers.
13. Provide vertically mounted 1/2 inch, painted plywood or 1/8 inch thick blank panels for mounting terminal strips. Do not mount terminal strips on the bottom of racks.
14. Use only true 75 Ohm BNC cable end connectors designed for the intended coaxial cable required. Apply connector with a crimp die certified to be used with the intended coaxial cable and BNC. Feed through must also strictly maintain 75 Ohms.
15. For HD-SDI, do not use any connectors or feed-throughs not specifically rated through 3GHz digital bit rate.
16. Bi-directional serial terminations shall always be assumed to be at minimum 5-wire in the absence of approved information which indicates otherwise.

3.3. QUALITY CONTROL AND INSTALLATION VERIFICATION

A. General

1. The Integrator shall plan for the following shop or site visits by the Consultant:
 - a. Shop staging verification – photo and web verification
 - b. Full verification
 - c. Final verification and training
2. The Integrator shall setup all rooms and systems to conform to the conditions listed below for each shop or site verification and shall notify the consultant that all required rooms are ready for each verification in accordance with Paragraph 1.10.H and Appendix D.
3. At the Consultant's request, the Integrator shall provide proof of conformance for any room or system that the Consultant concludes to be non-conforming.
4. Proof of conformance shall be the responsibility of the Integrator.
5. Incomplete systems or failure to complete the room setup prior to the Consultant arriving for the shop or site verification will result in additional trips for the Consultant. The Integrator will be financially responsible for all additional fees and expenses associated with these trips.
6. The Integrator shall make adjustments to all rooms and systems as directed by the Consultant during the shop or site verifications.

B. Shop Staging Verification Criteria

1. Audio

- a. The Integrator shall adjust all AV sources to provide source to source variation of less than 3dB SPL (measured A-weighted slow).
- b. Signal to noise ratio of the any complete audio path shall be greater than 60dB.
- c. Total harmonic distortion of any complete audio path shall not exceed 0.1%

2. Video

- a. Set the brightness and contrast of displays using a pluge test or similar test pattern.
- b. Setup color of displays using color bar test pattern.
- c. Set displays to accommodate the resolutions shown on the drawings.
- d. Set projectors to accommodate the following resolutions: 1920x1080.
- e. 4:3 and 5:4 aspect ratios presented on a 16:9, display shall fill the screen height. This shall be accomplished with no external or internal scaling or stretching.
- f. A display generated test pattern shall fill the screen and be plumb, square, and true.
- g. Video signals passing through UTP transmitters and receivers, computer interfaces, and other video processing equipment shall be adjusted so that the signals appear identical to signals directly connected to the display.
- h. Set the outputs of scalers and scaling switchers to accommodate the resolutions shown on the drawings.
- i. Set transition effects, switching modes, picture-in-picture (PIP), or other scaler/switcher display and codec settings as directed by Consultant.

3. Control Systems

- a. Control system shall be fully connected and communicating with all controllable devices.
- b. Control of building or environmental systems shall be demonstrated by use of mock-ups or proxies.
- c. Control system program shall be loaded and functional.

4. RF Systems

- a. RF system shall be free of noise and crosstalk
- b. RF level at lowest and highest rated system channel shall be between +6dBmV and +12dBmV.

C. Onsite Verification Criteria

1. Audio

- a. Set the audio system to provide seat to seat variation of +/-4dB in the 2kHz octave band (measured A-weighted slow).
- b. Audio path shall maintain absolute system polarity such that:
 - 1) Positive acoustic pressure at the front of all microphones creates a positive voltage at the positive terminal of all line outputs and a positive acoustic pressure at all loudspeakers.
 - 2) Positive voltage at the positive terminal of all line inputs creates a positive voltage at the positive terminal of all line outputs and a positive acoustic pressure at all loudspeakers.

2. Video

- a. Projected images shall be in focus, free of any keystone (no digital keystone allowed), free from any obstruction.
- b. All images shall be free from ghosting or smearing.

- c. Analog RGBHV signal amplitude through any signal path shall not exceed +/- 3dB across the operational bandwidth up to 450 MHz.
 - 1) Cable type shall be selected to meet this requirement
 - 2) Video line drivers or peaking amplifiers shall be added only when signal loss due to cable length exceeds this requirement and cannot be corrected by selecting a lower loss cable.
 - 3) Video line drivers or peaking amplifiers shall be adjusted to provide the least amount of correction to bring the signal within this requirement.
- 3. Control Systems
 - a. Control system program shall be loaded into all controllable devices including touch panels.
 - b. Control of building or environmental systems shall be fully functional.
 - c. All controllable devices and systems shall be controllable from the control system touch panel or button panel.
- 4. RF Systems
 - a. RF level at lowest and highest rated system channel at all cable outlets shall be between +6dBmV and +12dBmV.
- 5. AV Wireless Ethernet
 - a. Perform a wireless site survey to identify existing active wireless access points in the area along with channel allocations, SSID information and Security Information and determine the number and placement for additional types (802.11a, 802.11b/g, 802.11i, etc.) of access points, gateways and repeaters necessary to provide proper coverage and network performance throughout the facility for the wireless Ethernet devices listed in Appendix G.
 - b. Develop and recommend a channel allocation map with non-overlapping channels for each area within the buildings to maximize wireless network performance.
 - c. Procedures for the wireless site survey are referenced in Paragraph 1.7.B.
- D. Shop Staging and Verification
 - 1. The Integrator shall stage in their shop one of each room or room type.
 - 2. For verification the Integrator shall demonstrate to the Consultant complete functionality of each room or room type selected for the shop staging event.
 - 3. The Integrator's project manager or senior field technician shall be present for all shop staging events and will be responsible for field implementation of directives and instructions from the Consultant during the shop verification.
 - 4. All systems shall be configured to the Shop Staging Verification Criteria identified in Paragraph 3.3.B.
 - 5. The integrator shall provide necessary equipment to perform the remote web verification for consultant to review racks, terminations, and general system performance.
- E. Onsite Staging and Verification - NONE
 - 1. The Integrator shall accelerate the construction of one of each room or room type for the Onsite Staging.
 - 2. All Owner furnished equipment shall be installed and working properly in all rooms selected for onsite staging. All software that is required for integration with AV system shall be installed by the Owner (or by the Integrator under the coordination/ supervision of the Owner), and functioning properly
 - 3. For verification the Integrator shall demonstrate to the Consultant complete functionality of each room or room type selected Onsite Staging.

4. During the Onsite Staging the Integrator shall implement changes to the installation and setup as directed by the Consultant and will implement the changes throughout the project as directed by the Consultant.
5. All systems shall be configured to meet the Shop Staging Verification Criteria identified in Paragraph 3.3.B and the Onsite Verification Criteria identified in Paragraph 3.3.C.

F. Full Verification

1. All AV systems that are a part of this project shall be completely installed and functional.
2. All Consultant's directions and all criteria identified in Paragraphs 3.3.B and 3.3.C shall be applied to all audio, video, control, RF and AV wireless Ethernet systems throughout the project.
3. All Owner furnished equipment shall be installed and working properly in all rooms. All software that is required for integration with AV system shall be installed by the Owner (or by the Integrator under the coordination/ supervision of the Owner), and functioning properly.
4. Incomplete systems or failure to complete the room setup prior to the Consultant arriving will result in additional trips for the Consultant. The Integrator will be financially responsible for all additional fees and expenses associated with these trips.
5. The Integrator's project manager or a senior technician who is familiar with the system shall demonstrate the complete functionality of each AV system to the Consultant.
6. The Consultant will create a punchlist of deficiencies that must be corrected by the Integrator prior to final verification.
7. Items added to the punchlist during this verification will not be re-verified or removed from the punchlist during this verification.

G. Final Verification

1. All items listed in the punchlist created during the full verification shall be corrected.
2. The Integrator's Project Manager or a senior technician who is familiar with the system shall demonstrate that all items in the punchlist have been corrected.
3. Punchlist items or other installation issues not corrected and resulting in the inability to demonstrate the complete functionality of all AV systems will result in additional trips for the Consultant. The Integrator will be financially responsible for all additional fees and expenses associated with these trips

H. Training

1. The Integrator shall train the Using Agency in the proper operation of the system.
2. The Integrator's project manager or senior technician who is familiar with the system shall lead this training.
3. The Integrator shall provide at training material and outline prior to training session.
4. Provide 24hrs for training
5. Coordinate schedule with County and City

3.4. CONTRACT CLOSEOUT

- A. Contract closeout will be based on completion of final verification, completion of punchlist items, acceptance of project record documents and completion of training.

END OF SECTION 27 41 16

SECTION 27 41 16.01 - APPENDICES FOR SECTION 27 41 16

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APPENDIX A - DEMARCATION LIST

- A. General: This appendix describes demarcation points in the work to determine where the Integrator's responsibilities end in the specific instances noted below.
- B. Electrical System Connections: The Integrator shall coordinate with the General Contractor to extend the AV AC power circuits and insulated ground wires into each equipment rack.
- C. Raceway (conduit and backboxes): The Integrator shall provide blank plates or panels for all AV floor, wall and ceiling boxes that are shown on the drawings, but do not have AV devices and/or connectors at this time. Colors and types shall be coordinated with the Architect. Devices and plates for other trades (HV power, voice/data, etc.) within the AV floor boxes are by others.
- D. Where equipment installed by the Integrator, including Owner-furnished equipment, is shown installed in furniture, millwork, or casework provided by others, the Integrator shall coordinate with the General Contractor with respect to cutting furniture/millwork/casework to accommodate flip-top devices, grommets, microphones, etc.
- E. Cabling: All audio, video and control cabling shall be provided, installed and terminated by the Integrator as noted on the Integrator's construction documents. Voice/data cabling, unless specifically noted otherwise, are the responsibility of others.
- F. Cable Termination: Where cable installation is required, this will include wall and/or floor jacks, plates and terminations at room devices, and service loops at patch bay locations.
- G. Projector and Monitor Mounts: The Integrator shall install all projectors and monitor mounts as indicated on the approved shop drawings. Integrator shall verify location and structural suitability before attaching projectors, monitors and mounts. Integrator shall satisfy the requirements in Paragraph 3.2.A.
- H. Low Voltage Connections to Base-Building Devices:
 - 1. Low voltage control interfaces for lighting dimmers, window treatments and electric projection screens will be installed by others as a part of the base building. Integrator shall verify proper operation of these control systems before any interconnection to the AV control system.
 - 2. Integrator shall investigate all hardware and software control conflicts between the base building control systems and the AV control system before interconnecting the systems. Report any conflicts, potential or existing, to the General Contractor, in writing, before interconnecting the systems. Damage caused to the base building control systems due to the improper connection of AV control systems shall be the sole responsibility of the Integrator.
 - 3. Where indicated, Integrator shall select and install the appropriate cable type from the AV control system to the base building control systems interface locations.
 - 4. Integrator shall verify proper operation of both the base building control systems and the AV control system after interconnecting the systems, and verify proper operation of both.
- I. AV Control System Connections and Devices: Integrator shall set up control system equipment with IP addresses and proprietary control network addresses, install all necessary hardware cards, and adjust all appropriate DIP switch settings, and any other equipment settings such as baud rate and protocol settings. Integrator shall include all of this information in Project Record Documents.

APPENDIX B - AV WEEKLY STATUS REPORT

- A. The form on the following page is the Consultant's "AV Weekly Status Report". The Integrator shall provide weekly status reports in this format or an equivalent format approved by the General Contractor and Consultant in advance.

AV WEEKLY STATUS REPORT

WEEK OF: _____

INTEGRATOR: _____ BY: _____

CLIENT / PROJECT NAME: _____

ROOM NAMES / NUMBERS: _____

Provide a summary for each of the following areas. Use additional sheets as needed.

General:

Purchases:

Assembly:

Field Conditions:

Issues of Concern:

APPENDIX C - AV ROOM READY CONDITIONS

- A. Before installing AV equipment onsite, the following conditions must be met for each space where AV equipment is to be installed.
1. All water piping completely installed and tested
 2. Dirt and dust sources removed. HVAC running with filters in place and AV-rooms "broom-clean"
 3. Major construction activities completed, especially activities that may create physical damage to equipment or racks such as:
 - a. Overhead work that may cause debris or dust
 - b. Chemical work such as concrete cleaning and finishing
 - c. Welding or grinding
 - d. Activities that may cause excessive vibration
 4. Building systems and finishes
 - a. Ceiling work completed (ceiling tiles installed, lighting installed and operational)
 - b. Shades and screens installed and operational
 - c. Floor finish installation complete
 - d. Wall treatments complete
 5. Security
 - a. AV areas secure
 - 1) For equipment, rack and tool storage
 - 2) Staging and work area for final assembly work on racks or in furniture and millwork
 - 3) Equipment installation areas that are not yet turned over to the owner
 - b. Keys provided to integrator with limited distribution
 - c. Security badges and clearances obtained for all onsite personnel
 6. AV system infrastructure
 - a. AV field cabling pulls complete
 - b. All AV construction related items completed
 - c. All AV power wiring in place, tested and on
 - d. All millwork and furniture containing AV equipment in place
 - e. System interfaces installed (lighting, screens, motorized drapes, etc.)
 - f. Cabling by others in place (data/telecom, cable TV, fiber)
 - g. Lighting installed and available for use in AV spaces
- B. Before adjusting AV equipment to meet the conditions in Paragraph 3.3, C, the following conditions must be met, in addition to the items listed above, for each space where AV equipment is to be installed.
1. HVAC balanced
 2. Lighting system configured (lighting presets programmed)
 3. Shade system configured
 4. IT services activated

APPENDIX D - STAGING AND VERIFICATION NOTIFICATION

- A. The following text shall be used to notify the Consultant that the specified rooms or entire project is ready for checkout.
- B. One letter of notification is required for each of the following:
 - 1. Shop Staging, Paragraphs 1.10.H and 3.3.D
 - 2. Full Verification, Paragraphs 1.10.L and 3.3.F
 - 3. Final Verification, Paragraphs 1.10.M and 3.3.G
- C. The Integrator shall copy or retype the text of the following letter onto the Integrator's letterhead and fill in or select the appropriate text.
- D. See sample letter at the end of Appendix D.

This letter serves as notification to Waveguide that (insert Integrator's name) has completed the required setup and is ready for (select one of the following: Shop Staging, Onsite Staging, Full Verification or Final Verification).

(Insert Integrator's name) acknowledges that all rooms and systems specified for this staging or verification meet all specified installation and setup requirements.

Printed name of Project Manager

Signature of Project Manager Date

(Insert Integrator's name) acknowledges that incomplete systems or failure to complete the room setup as specified prior to the Consultant arriving for staging or verification will result in additional trips for the Consultant.

(Insert Integrator's name) acknowledges that (Insert Integrator's name) will be financially responsible for all additional fees and expenses associated with these trips.

As (Insert Integrator's name) duly authorized representative, I have read and agree to this agreement.

Printed name of signatory

Signature

Date

APPENDIX E - CONTROL SYSTEM

- A. There shall be a CSP kickoff meeting organized by the Integrator which shall include the integrators designer, lead program architect, project manager, and consultant. The meeting shall review the integrators approach and methodology used for programming all control systems on the project.
- B. The CSP capabilities and requirements described in this specification are not intended to be all-inclusive. They are intended to indicate the general intent and system functionality at the various levels described. It shall be the responsibility of the Integrator to fully evaluate the specific functionality required by the Owner and to provide a complete system that is intuitive to use and logical in its basic structure
- C. Control System Graphic User Interface (GUI)
 1. **Basic User Access:** The basic user level controls on all AV control systems shall be programmed to provide simple intuitive control of the AV system, room lighting, and shade control as needed.
 2. **Technician Access:** Where appropriate, there will be an enhanced level of control capability intended for use only by trained technical staff. Such technician access shall be restricted through the use of a unique password.
 3. **Submit Use Interface Programming report in PDF format for consultant and owner approval prior to system coding.**
 - a. All touch panels menus for each panel type with functional description
 - b. Button control panel layouts with functional description
 4. **Designs and layouts should follow industry document standards or standards provided by the Owner and Using Agency.**
 - a. Guide to Graphical User Interface Design - 68-1930-01 Rev. D by Extron <https://www.extron.com/article/designguidead>
 - b. Dashboard for Controls Design Reference by InfoComm International [https://www.infocomm.org/fileStore/Dashboard for Controls Design Reference.pdf](https://www.infocomm.org/fileStore/Dashboard%20for%20Controls%20Design%20Reference.pdf)
 - c. Dashboard for Controls Design Guide by InfoComm International [https://www.infocomm.org/fileStore/Dashboard for Controls Design Guide.pdf](https://www.infocomm.org/fileStore/Dashboard%20for%20Controls%20Design%20Guide.pdf)
- D. **Environmental Control:** Environmental controls shall be automated as part of a room's startup or mode selection macros; access to these controls will also be provided to the user via the user interface.
 1. **Lighting Control:** Provision for recall of the lighting presets in AV spaces is accommodated through communication to the lighting system over serial connectivity. The presets will be determined as the project progresses and coordinated with the Owner. The integrator should anticipate up to four presets and off per space.
 2. **Motorized Projection Screens and lifts:** Motorized projection screens and lifts may operate through low voltage wall switches or through the AV control system. The projection screens shall be programmed for Up and Down control functions. Provision for low voltage projection screen control is accommodated through a low voltage interface.
 3. **Shade Control:** Electronic shade control will be made available where applicable. The shade control shall include Up, Down, and Stop. Where available, the sun shades shall be controlled independently of blackout shades. Provision for low voltage shade control is accommodated through a low voltage interface.
- E. **Fire and Life Safe:** Provision for turning AV system off through communication to the building fire-life system. Collect dry contact closure from fire-life safety system and shut down all AV system upon fire condition.

- F. **Power Control:** Power sequencing is an essential part of managing energy consumption. As a standard when the system is turned on, the command to turn on all system devices will be given. All devices shall be ready for the user once the system is started.
1. Use discrete on/off power commands when available
 2. Essential system startup devices shall always remain on.
 - a. These items include AV control system, DSP, codecs, and media capture devices.
 - b. As a fail-safe procedure, all essential system startup devices shall receive a discreet power on command when the system is turned on.
 3. Do not give the user the ability to turn devices on or off from the control system (i.e. independent of system Power On or Off) to help prevent an out-of-sync condition between the source and the display device.
 4. Technician control pages shall provide access to independent power controls for all controlled devices with discrete power commands not powered through a power sequencer.
 5. The integrator shall implement power sequencing. The power sequencers shall control power to the nonessential system startup devices (e.g. amplifiers, document cameras, DVD players, etc.).
 6. Independent control for each outlet on the power sequencer shall be provided on the Technician control pages.
 7. Verify power condition requirements for OFE computer equipment.
 8. Confirm power off command with user.
 9. Hang up all video and audio conferencing calls on confirmed power off command.
- G. **Source select:** buttons shall be provided on the user interface to select all available in room and remote sources. Then control system shall set all audio and video paths for the selected source. Once the source is selected, graphical user interfaces shall display the appropriate transport control for the selected source. Button panel controller shall enable hard button transport controls for the selected source.
- H. **Primary Displays:**
1. The default source input is selected as part of the system startup.
 2. User level controls shall include:
 - a. On
 - b. Off
 3. Technician level controls shall include:
 - a. Input Select
 - b. Menu
 - c. Enter
 - d. Navigational Arrow Keys
- I. **Audio Control:**
1. All audio feeds will be muted on system shut-down and reset to default settings/levels on startup.
 2. Program Audio: This includes audio for AV sources like laptop, auxiliary AV input, in-room PC, DVD, etc.
 - a. These sources will be controlled with a single volume control with Up, Down, and Mute.
 - b. The volume and mute will control the program audio for the in-room participants.
 - c. Upon system startup the program volume control will be reset to a default level with program audio un-muted. Default level to be determined at installation.
 - d. The technician access pages shall have a button controlling the DSP Default Audio Level.

3. **Speech Reinforcement:** Control for the auto-mixed wired and wireless microphones.
 - a. Volume to be control with up, down and mute buttons on touch panels
 - b. Individual volume and mute for each microphone to be available from technician pages.
 4. **Conferencing Systems:** For systems with audio and video conferencing capabilities, there shall be one incoming conferencing volume control available on the conferencing menus.
 - a. Tech pages shall have the ability to adjust video and audio conferencing levels in conferencing volume mix.
- J. **Audio Conference systems**
1. **Call Control**
 - a. Pop up menu for incoming call alert and prompt user to answer or ignore
 - b. Do not disturb button
 - c. Connect
 - d. End call
 - e. Dial Keypad
 - f. Phone number window to display current phone number to dial
 - g. Minimum of 10 user adjustable speed dial presets
 2. **Audio**
 - a. Mute incoming audio
 - b. Privacy
 - c. Activate DTMF tones after call connect to control conference bridge and voice mail systems
 3. **End call on system shut down**
- K. **User Help**
1. Graphical user interface panels shall be provided with help pages indicating the following.
 - a. **Panel Help:** This button will display text giving the user overall instruction on how the panel and features operate.
 - b. **Help Contact:** Provide a contact phone number for technical support.
- L. **Technician Page:** Graphical user interface panels shall be provided with a password protected technician page
1. In addition to all of the typical system controls, the technician pages shall control advance features on the following AV devices
 - a. Displays
 - b. Projectors
 - c. Matrix Switchers
 - d. Sources
 - e. TV Tuner preset setup

APPENDIX F - SUBMITTAL DRAWING CHECKLIST

A. FORM (ALL SHEETS)

1. Submittal copy quantity requirements satisfied
2. Submittal content satisfied
3. Adequate sheet size for drawing
4. All notes and other text legible throughout the drawing set
5. Contact info for each responsible party (architect, owner, Integrator, etc...) clearly printed on the drawings
6. Table of contents with necessary fields present (Sheet Title, Sheet Number, Description, etc...)
7. Drawing titles and sheet names match the Table of Contents
8. Sheet titles make sense
9. Drawing order makes sense
10. Spelling checked and corrected

B. FIT (EQUIPMENT LAYOUT PLAN, RCP, ELEVATION, DETAILS)

1. All of the equipment shown on plan view in the correct position
2. All equipment uniquely identified
3. Equipment clearances throw distances, and elevations clearly marked, dimensioned and noted
4. If in scope, detail drawings for the hanging/installation/mounting of projectors, screens, cameras, surface mounted loudspeakers, ceiling suspended loud speakers, wall or floor mounted racks, displays, microphones, antennas and sensors, and camera/speaker housings
5. Equipment mounting details for equipment (composite weight including hardware) over 40 lbs. include the stamp of the Approved Licensed Structural Engineer.
6. Details contain manufacturer and model numbers for each part, detail key referenced back to Equipment layout, weight, and clearance requirements
7. Detail reference keys for every piece of equipment permanently installed overhead

C. FIT (CABLE FILL FORM, OR PLAN AND RCP)

1. Conduits uniquely identified
2. Cable types identified by make and model number
3. Cables leaving rooms uniquely identified
4. Cable quantities/types correct
5. Cables segregated by type/signal level when possible

D. FIT (RACK, FURNITURE RACK LAYOUTS AND ELEVATIONS)

1. Racks have a unique ID
2. All equipment uniquely identified within each rack layout
3. Blanks, vents, and fans positioned properly with respect to the actual heat generating equipment
4. Layout functional for daily use
5. Mounting of any external equipment such as monitors, speakers, and desk shelves detailed
6. Detail covering grounding, bonding, and the pass through of conduits to and from the racks

E. FIT (CUSTOM FURNITURE DRAWINGS)

1. Furniture drawings accurately show the form fit and function of the original design intent
2. Cable pass-troughs and equipment access panels appropriate for daily use
3. Finish samples provided unless finishes are pre-approved by owner/architect
4. Furniture uniquely identified and keyed to Equipment Layout Plans, Rack elevations, and System Line Diagrams

5. Furniture drawings contain enough detail for custom fabrication by furniture vendor
- F. FIT (CUSTOM PANELS AND PLATES)**
1. Plate drawings include the following manufacturing details: material type and thickness; plate finish; engraving/screening size, color, and font style; bevel and mounting hole details; connectors and switches identified by make and model number; and connector mounting method (pressure fitting, nuts and bolts, etc...)
 2. All plates uniquely identified and keyed to match line diagrams and equipment layouts
- G. FUNCTION (SYSTEM LINE DIAGRAMS)**
1. Signal flow from input to output, left to right
 2. Wiring notes make sense
 3. System line diagrams accurately reflect the original system design intent
 4. Equipment shown identified by manufacturer, model number, and a product description
 5. All of the equipment shown has a unique ID matching the plate drawings, rack elevations, and equipment layout plans and RCP's
 6. All field and rack wires uniquely identified by number
 7. All terminal strips identified by locations and numbered
 8. All rack power circuits and power control sequencing circuits identified, and all sequenced and controlled power devices identified in a table with means of controlling power state identified
 9. All pre-made cables indicated by manufacturer, make, and model number
 10. Calculated measurements for RF level for taps, drops, splitters, and amps
 11. All wires identified by signal type (MIC, Line, RGB, Serial, Etc...)
 12. Details for DIP switch settings, IP Addresses, Baud Rates or equipment modifications
 13. Detailed pin outs for all Integrator manufactured cables
 14. System line diagrams contain detail markers of where to find pin out details
 15. System line diagrams indicate the impedance at amplifier outputs for all speaker lines
- H. MISC (MISC CONSTRUCTION DETAILS)**
1. Details and elevations for any custom built equipment, architectural oddities, or any other Integrator work not covered elsewhere
- I. EQUIPMENT LIST**
1. Variances from the original basis of design clearly marked
 2. All of the necessary equipment accessories included
 3. Equipment identifiers match those on the drawings
 4. Equipment quantities match those of the drawings

APPENDIX G - EQUIPMENT LIST SPREADSHEET

- A. Attached to this section is the Consultant's suggested AV equipment list based on the AV System drawings and Specifications. This information may be used by the potential bidders as a starting point in determining overall quantities of items and to indicate the allocation of devices budgeted in individual areas.
- B. Integrators are cautioned that while the Consultant has made a good faith effort in preparing this list to be as coordinated and complete as possible, this list may not be complete, may have discrepancies against the drawings, and may not indicate all pertinent information required to prepare an accurate bid.
- C. The Integrator is solely responsible for the completeness and accuracy of take-offs and bids.
- D. All information indicated on this equipment list, including but not limited to quantities, manufacturers, model numbers and room allocations are non-binding, and neither the Owner nor the Consultant is obligated to accept the information, in original or altered form, from the Integrator as the final Bill of Quantities.
- E. The Integrator shall supply a complete and operable system meeting the requirements of the construction documents (drawings and specifications) regardless of information indicated on the AV Systems Equipment List.
- F. This spreadsheet may be obtained from the issuing agency in Microsoft Excel (.xls) format for use in the preparation of the Bids.

END OF SECTION 27 41 16.01

**MISCELLANEOUS
CONTRACT
DOCUMENTS
(SAMPLE)**

The following is a sample Public Works Agreement. The City may modify the sample Agreement based upon the specific project and requirements imposed by entities providing funding assistance for the project (e.g. FHWA, CalTrans, or HUD).

**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. _____**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated _____ ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and _____, a [state] [type of organization] ("CONTRACTOR").

CITY desires to construct the public work and improvements described below under Scope of Work, Paragraph 1 ("Work").

ACCORDINGLY, the parties hereto agree as follows:

1. SCOPE OF WORK.

The Work consists of _____.

The Work is further described in the "Contract Documents" referred to below.

The Project is known as _____, City Project No. ____ ("Project").

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project:

- a. This Agreement;
- b. CONTRACTOR's bid;
- c. Notice inviting bids;
- d. Complete plans, profiles, detailed drawings and specifications, including

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- general provisions and special provisions;
- e. Certificates of Insurance;
- f. Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond;
- g. Supplements, attachments, and exhibits attached to the above items;
- h. Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"); and
- i. All addenda setting forth any modifications or interpretations of the above documents.

The documents attached hereto are incorporated herein by this reference. The Greenbook is incorporated by reference as if fully set forth herein. The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents, the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in The Greenbook.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The CITY's Representative is _____, referred to herein as the Project Manager ("Project Manager").

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

- (a) Project Manager. CONTRACTOR's Project Manager must be

approved by City. Such approval shall be at CITY's sole discretion.

(b) Personnel. CITY has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove personnel from performing work under this Agreement if requested to do so by CITY.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 8 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work of construction in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his or her designee, and subject to his or her approval.

7. CONTRACT PRICE.

_____ (\$_____.00).

8. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within _____ [working/calendar] days from the first day of commencement of the Work.

9. TERMINATION.

(a) Termination for Convenience.

CITY may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.

(b) Termination for Breach of Contract.

(i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.

(ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.

(iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

10. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies

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authorized by Paragraph 9 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to _____ as liquidated damages for each day beyond the date provided for the completion of such Work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the CITY would suffer for each day that the CONTRACTOR fails to meet the performance schedule. The parties hereby agree and acknowledge that the delays in the performance schedule will cause CITY to incur costs and expenses not contemplated by this Agreement.

11. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 9 (Termination), of this Agreement. The CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 10 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take

possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

12. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which CONTRACTOR may be required to do, or respecting any payment to CONTRACTOR during the performance of this Agreement, such dispute shall be decided by the Project Manager, and his or her decisions shall be final and binding upon CONTRACTOR and its sureties.

13. SUPERINTENDENCE BY CONTRACTOR.

At all times during performance of the Work, CONTRACTOR shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for CONTRACTOR.

14. INSPECTION BY CITY.

CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by CITY to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. CITY shall have the right of access to the premises for inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR's safety requirements on the job site.

15. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

CONTRACTOR warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. CONTRACTOR, at CONTRACTOR's sole cost and expense, shall obtain any permission,

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and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by CITY. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by CITY. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

16. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order by the Project Manager, or his or her designee, it shall be submitted to CITY's Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the COUNTY and after CONTRACTOR shall have furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

Upon the request of CONTRACTOR and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to CITY for

Project and Specification No. _____

substitution for the retained funds. If CITY approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to CITY arising out of CONTRACTOR's or any subcontractor's Work under this Agreement; CITY shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY. If CITY does not receive notice within the above-mentioned 35-day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, CITY may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be One Thousand Dollars (\$1,000.00), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be Five Thousand Dollars (\$5,000.00).

17. PROMPT PAYMENT OF SUBCONTRACTORS.

The CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the CONTRACTOR receives from CITY.

The CONTRACTOR agrees further to release retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may

occur only for good cause following written approval of the CITY.

18. CONTRACT SECURITY AND GUARANTEE.

Unless previously provided by CONTRACTOR to CITY, CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to CITY. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

CONTRACTOR shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. CONTRACTOR shall, at its own expense, make any and all repairs and replacements

that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which he is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to CITY pursuant to this provision shall be cumulative with all rights and remedies available to CITY pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by CONTRACTOR nor its furnishing of the Bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

19. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, 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 CONTRACTOR, 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 CONTRACTOR, its employees, and/or authorized subcontractors

Project and Specification No. _____

under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR 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 CONTRACTOR's proposal, which shall be of no force and effect.

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless CITY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR.

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 20 (Insurance) of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR

or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

In the event that CONTRACTOR and CITY are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of CONTRACTOR, or by a dangerous condition of CITY's property created by CONTRACTOR or existing while the property was under the control of CONTRACTOR, CONTRACTOR shall not be relieved of its indemnity obligation to CITY by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the CITY.

20. INSURANCE.

CONTRACTOR shall not commence Work under this Agreement until it has obtained all insurance required under this section and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of CONTRACTOR to supply specified insurance policies and coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions of Paragraph 19 (Indemnification) of this Agreement.

(a) Workers' Compensation Insurance.

CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance and, if any Work is sublet, CONTRACTOR shall require

all tiers of subcontractors to obtain workers' compensation insurance.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days' advance written notice of such cancellation to CITY.

CONTRACTOR agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(b) Liability Insurance Coverage.

CONTRACTOR shall obtain and maintain during the life of this Agreement the following insurance coverage:

(i) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limits, per occurrence and aggregate.

(ii) Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's Office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000.00 combined single limits, per occurrence and in the aggregate.

Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(1) Additional Insured:

"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement."

(2) Notice:

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY."

(3) Other Insurance:

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

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.

21. PROOF OF INSURANCE.

Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to the Risk Management.

22. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

Eight (8) hours of labor shall constitute a legal day's work during any one (1) calendar day. CONTRACTOR shall forfeit to CITY the sum of Twenty-Five Dollars (\$25.00) for each workman employed in the execution of this Agreement by

CONTRACTOR or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815, inclusive.

23. PREVAILING WAGE SCALE.

CONTRACTOR shall comply in all respects with the Davis-Bacon Act (40 U.S.C. section 276a) and with California Labor Code sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code section 1776.

CONTRACTOR shall furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

24. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall, at its own cost and expense, comply with all applicable local, state, and federal laws, regulations, and requirements in the performance of this Agreement, including but not limited to laws regarding health and safety, labor and employment, and wage and hours.

25. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY's Policy No. 100-5, attached hereto as Attachment 1. Failure to establish a program, notify employees, or

inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

26. NON-DISCRIMINATION.

In performing this Agreement, CONTRACTOR will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Section 1735 of the California Labor Code.

27. CONTRACT ASSURANCE.

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

28. PROVISIONS CUMULATIVE.

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to CITY.

29. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to

Project and Specification No. _____

no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to CITY pursuant to this Agreement shall be addressed as follows:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: _____

Notices required to be given to CONTRACTOR shall be addressed as follows:

Attn: _____

Notices required to be given to CONTRACTOR's sureties shall be addressed as follows:

Attn: _____

30. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that

CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

31. PERS ELIGIBILITY INDEMNIFICATION.

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR 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, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR 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, CONTRACTOR 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.

32. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

33. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws

of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

34. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the CITY and CONTRACTOR 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.

35. ASSIGNABILITY.

This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

36. WAIVER.

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 referring expressly to this Paragraph. 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.

37. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

38. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

39. 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.

40. ADDITIONAL SERVICES.

CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by CITY prior to CONTRACTOR performing the additional services.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

[Signatures appear on following page.]

Project and Specification No. _____

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

Tamara Letourneau
Acting City Manager

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Brenda Green
City Clerk

Date: _____

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

Project and Specification No. _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO PURCHASING:

Kelly A. Telford
Finance Director

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Services Director

Date: _____

[Name]
Project Manager

Date: _____

COUNCIL POLICY – DRUG FREE WORKPLACE

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	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 subgrantee 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 subgrantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possessing, or use of a controlled substance is prohibited in Contractor's and/or subgrantee'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;

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	2 OF 3

2. Contractor's and/or subgrantee'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 violation.
- 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 Subparagraph 1.A through 1.F, inclusive.
2. Contractor and/or subgrantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
- A. Contractor and/or subgrantee has made a false certification under Paragraph 1 above.

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	3 OF 3

B. Contractor and/or subgrantee 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 subgrantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the Contractor and/or subgrantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any Contractor and/or subgrantee 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, or local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a Contractor and/or subgrantee, the Contractor and/or subgrantee 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 subgrantee, the Contractor and/or subgrantee shall be eligible for compensation as provided by law.

SUMMARY OF PUBLIC CONTRACT CODE § 9204

A “claim” is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay;
- Payment by the City of money damages under the terms of the contract;
- Payment of an amount that is disputed by the City.

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City’s written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor must submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER City of Costa Mesa 77 Fair Drive P. O. Box 1200 Costa Mesa, CA 92628-1200	INSURANCE COMPANIES AFFORDING COVERAGES Company Letter A
NAME AND ADDRESS OF INSURED	E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time, including attached endorsement(s).

COMPANY LETTER	TYPE OF INSURANCE	POLICY NO.	POLICY EXP. DATE	LIMITS OF LIABILITY IN THOUSANDS (\$00)	
				Each Occurrence	Aggregate
	GENERAL LIABILITY				
	Comprehensive Form			Bodily Injury	\$
	Premises—Operations			Property Damage	\$
	Explosion & Collapse Hazard				
	Underground Hazard				
	Products/Completed—Operations Hazard			Bodily Injury and Property Damage Combined	\$
	Contractual Insurance				
	Broad Form Property Damage				
	Independent Contractors				
	Personal Injury			Personal Injury	\$
	Marine				
	Aviation				
	AUTOMOBILE LIABILITY				
	Comprehensive Form			Bodily Injury (Each Person)	\$
				Bodily Injury (Each Occurrence)	\$
	Owned			Property Damage	\$
	Hired			Bodily Injury and Property Damage Combined	\$
	Non-owned				
	EXCESS LIABILITY				
	Umbrella Form			Bodily Injury and Property Damage Combined	\$
	Other than Umbrella Form				
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY			Statutory	(Each Accident)

NOTE: The Comprehensive General Liability policy and/or Automotive Liability policy is/are endorsed with the City of Costa Mesa Endorsement(s) shown on the reverse side.

CANCELLATION: Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City.

By: _____ Agency: _____ Date Issued _____
Authorized Representative

Description of operations/locations/vehicles: All operations performed for the City of Costa Mesa by or on behalf of the named insured in connection with the following designated contract:

(Project title and contract number)

NOTICE: This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance 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, including attached endorsements.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
STATE OR POLITICAL SUBDIVISIONS - PERMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

State Or Political Subdivision:

The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.

CG 20 12 07 98

Copyright, Insurance Services Office, Inc., 1997

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**
- 2. Exclusions**
- This insurance does not apply to:
- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - b. "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 site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**Workers Compensation
Waiver of Subrogation Endorsement**

Policy Number:
Named Insured:
Workers Compensation Carrier: Star Insurance Company

**IT IS AGREED THE WE WAIVE ANY RIGHT TO RECOVERY WE MAY HAVE AGAINST
THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE BECAUSE PAYMENT
WE MAKE FOR INJURY OR DAMAGE ARISING OUT OF "YOUR WORK" DONE
UNDER A CONTRACT WITH THAT PERSON OR ORGANIZATION.**

Schedule

Name or Person(s) or Organization:

WC 04 03 06

Copyright, Insurance Service Office, Inc., 1984

**Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured:

Policy Number

Producer:

Effective Date

Schedule

Person or Organization

Job Description

Additional Premium %

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



Authorized Representative

Bond Number _____

LABOR AND MATERIAL BOND TO ACCOMPANY CONTRACT
PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS the CITY OF COSTA MESA, 77 Fair Drive, Costa Mesa, California 92626, has awarded to _____ hereinafter designated as the "Contractor," a contract which is hereby incorporated by reference herein, for the work described as follows: _____

_____ ; and

WHEREAS, said Contractor is required by the provisions of Chapter 7, Division 3, Title 15, Sections 3247-3248, Civil Code to furnish a bond in connection with said contract, as hereinafter set forth.

NOW, THEREFORE, We _____

the undersigned Contractor, as Principal, and _____ a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY OF COSTA MESA in the penal sum of _____

Dollars (\$ _____), said sum being not less than one-half of the estimated amount payable by the said CITY OF COSTA MESA under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition Of This Obligation Is Such, That, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or sub-contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the above contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this _____ day of _____, 20__.

Bond Number _____

**FAITHFUL PERFORMANCE BOND _____
PUBLIC WORK**

(The premium charge on this bond is \$ _____, being at
the rate of \$ _____ per thousand of the contract price)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS the CITY OF COSTA MESA, 77 Fair Drive, Costa Mesa, California 92626, has entered into a contract dated _____, 20____, which is hereby incorporated by reference herein, with _____ hereinafter designated as the "Principal," for the work described as follows:

_____ ; and

WHEREAS, said Principal is required by the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, We the Principal, and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY OF COSTA MESA in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The Condition Of This Obligation Is Such, That, if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, or his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY OF COSTA MESA, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this _____ day of _____, 20____.

**City of Costa Mesa, Department of Public Services
Application and Permit for Work Described Below**

PERMIT NO.

VENDOR NO.

Address or Location of Work _____ Date _____

Type of Work to be Done _____

Start Date _____ Permit Not Valid After _____ (Expiration Date) Plan No. _____

Contractor's Name _____ Address _____

Telephone No. (Day) _____ (Night) _____ City and State _____

State License No./Class _____ City Business License No. _____

Applicant's Name _____ Address _____

Telephone No. _____ Developer's Name _____ Telephone No. _____

Name of Insurance Co. _____ Insurance Cert. No.(s) _____

24-Hour Emergency Contact _____ Telephone No. _____

<p>BOND FEES</p> <p>Bond \$ _____</p> <p>Cash Deposit \$ _____</p> <p>Insurance \$ _____</p> <p>Inspection \$ _____</p> <p>TOTAL \$ _____</p>	<p>48 HOURS MINIMUM REQUIRED FOR PROCESSING PERMIT</p> <p>Account # </p>	<p align="center">PERMIT APPROVED FOR CITY ENGINEER</p> <p>By _____</p> <p>Date _____</p> <p>Underground Service Alert ID No. _____</p>
--	---	--

Permittee shall contact the City Inspector's office (754-5028) at least 24 hours prior to commencing any work. Failure to obtain proper inspections prior to commencement of work may be cause for its rejection. THIS PERMIT WITH APPROVED PLANS MUST BE ON THE JOB AND AVAILABLE TO CITY REPRESENTATIVES AT ALL TIMES. You are guided by Municipal Code Sections 1-33, 15-25, 15-27, 15-27.1, 15-39 and 15-40.

THE UNDERSIGNED PERMITTEE HEREBY CERTIFIES:

1. That all work shall be performed in accordance with the Standard Specifications for Public Works Construction (latest edition); Standard Drawings of the City of Costa Mesa; special agency provisions; and all applicable laws and ordinances.
2. Control of traffic shall conform to the Work Area Traffic Control Handbook (W.A.T.C.H.) (latest edition). The permittee shall furnish and/or install all signs, lights, barricades, traffic control or warning devices, flagmen and flashing arrow board. The permittee shall obtain approval of the Transportation Services Engineer for all street closures, detours, turn restrictions, parking prohibitions and methods of accommodating traffic. The permittee shall notify Emergency, Fire and Police services and residents or businesses twenty-four (24) hours in advance of any access limitation or traffic restrictions.
3. That a maximum of _____ lane(s) may be closed if necessary to perform work within the public right of way during the hours of 8:30 a.m. - 3:30 p.m. Monday through Friday as long as traffic can be maintained in each direction with flagmen unless otherwise approved by the Transportation Services Engineer.
4. That throughout all phases of construction the work site shall be kept clean and free of rubbish, debris and dust and drainage shall be maintained.

SUBJECT TO THE NOTES BELOW: (Inspection fees over the basic inspection time will be billed at the approved hourly rate.)

1. City will provide inspection between 7:30 a.m. and 2:00 p.m., Monday through Friday (except on City observed holidays).
2. Prior to placing Portland Cement Concrete or Asphalt Concrete (A.C.), the following will have been inspected and approved; native and imported .
3. Curb and gutter shall not be removed on the day prior to a weekend or a City observed holiday.
4. Fill in areas left by curb and gutter removal flush with the adjacent pavement on the same day that removal occurs.
5. Bore under all streets, curbs and gutters, sidewalks, cross-gutters and driveway approaches. Tunneling is not allowed.
6. Open excavations must be backfilled or placed with spikes and A.C. tacked around edges during non-working hours.
7. Sidewalk shall be constructed per City of Costa Mesa Standard Drawing No. _____
8. Driveway approach shall be constructed per City of Costa Mesa Standard Drawing No. _____
9. No traffic allowed on concrete for minimum of seven days for curing. See traffic control above.
10. Trench compaction and resurfacing shall conform to City of Costa Mesa Standard Drawing No. 813.
11. Trenches exceeding five (5) feet in depth require a permit from the Division of Industrial Safety, State of California.
12. Permittee shall pay for all S.E., compaction and materials tests deemed necessary by the City.
13. All trenches shall be permanently patched within ten (10) days of completion of work below subgrade.
14. Permittee shall provide the City with record drawings of permitted work before final inspection by the City.
15. Permittee understands and agrees to the hold-harmless agreement required by CMMC Section 15-27 and printed on the reverse of this application.
16. Other: _____

NOTICE: Contractor must notify the following Utility Companies two working days before starting work:

Costa Mesa Sanitary District (714) 831-4731	Mesa Consolidated Water District (714) 831-1280	UNDERGROUND SERVICE ALERT Toll Free - 1-800-422-4133; After Hours & Holidays - (714) 739-3031; (313) 821-3111
--	--	--

INSPECTION RECORD	Inspector of Records	CERTIFICATE OF INSPECTION
Date		I hereby certify that the street work allowed by this permit has been constructed according to the plans and specifications and I hereby accept the work in this manner. By: _____ Inspector Date _____

0183-02 rev. 2003
While - Inspectors;
Centry - Engineering;
Pitt - Finance
Goldner - Applicant

I certify I have read and understand all of the above and that all statements made are correct and complete.

Applicant's Signature _____ Date _____

**3 COPIES OF SKETCHES OR PLANS ARE REQUIRED PRIOR TO PERMIT ISSUANCE
THIS APPLICATION BECOMES A PERMIT WHEN APPROVED AND VALIDATED**



APPLICATION FOR BUSINESS LICENSE
 SEND YOUR CHECK MADE PAYABLE TO THE CITY OF COSTA MESA
 TREASURY MANAGEMENT DIVISION, PO BOX 1100, COSTA MESA, CA 92628-1100
 (714) 754-5234 TDD: (714) 754-5244

Business Name _____
Parent Company Name _____
(If Corporate Owner)

Note: Business address will be compared to zoning requirements before approval. Check with the Planning Division regarding the use of the location at (714) 754-5245.

Business Address _____
(Cannot be a P.O. Box) Street # _____ Street name _____ Unit # _____ City _____ State _____ Zip _____

Mailing Address _____
(Can be a P.O. Box) Street # _____ Street name _____ Unit # _____ City _____ State _____ Zip _____

Business Telephone # () _____ **Business Start Date** _____ **No. of Employees (on average)** _____

Ownership (Check One only)
 Sole Owner Corporation Partnership Husband & Wife Co-ownership Limited Liability Company
 Limited Liability Partnership

Seller's Permit No. _____ **Contractors State No. & Class** _____
(If Applicable) (If Applicable)

Federal Employer ID # or, Owner's Social Security # _____ **Federal Firearms License # (if applicable)** _____

OWNER'S OR PRINCIPAL'S NAME(S)

Name _____	Name _____
Home Address _____	Home Address _____
City _____ Zip _____	City _____ Zip _____
Telephone # () _____ Title _____	Telephone # () _____ Title _____
Drivers License No. _____ Date of Birth _____	Drivers License No. _____ Date of Birth _____

TYPE OF BUSINESS

PLEASE CIRCLE ONE: Wholesale/Retail/Manufacturing/Services/Non-Profit/Administrative Only/Warehouse/ Other
Fully Describe Business Operation: _____

 _____ **Standard Industrial Class Code (SIC)** _____

Alcohol Beverage Control Permit No. _____ **Department of Motor Vehicles Permit #** _____
(If Applicable) (Required for automobile/motorcycle sales businesses)

Hours of Operation (M-F) _____ (S-SU) _____ **Number of Rental Units/Rooms/Spaces** _____
(Commercial/Industrial only) (If Applicable)

CHOOSE ONE OF THE APPROPRIATE FEES BELOW

<p>GENERAL BUSINESS <small>(wholesale, retail, professional, Etc.)</small></p> <p>Enter Annual Gross Receipts Amount \$ _____</p> <p>And Circle the corresponding category below</p> <table border="1"> <thead> <tr> <th>Annual Gross Receipts</th> <th>Tax</th> </tr> </thead> <tbody> <tr> <td>\$0.00 to 1,000.00</td> <td>\$8.00</td> </tr> <tr> <td>1,000.01 to 25,000.00</td> <td>\$25.00</td> </tr> <tr> <td>25,000.01 to 40,000.00</td> <td>\$35.00</td> </tr> <tr> <td>40,000.01 to 75,000.00</td> <td>\$45.00</td> </tr> <tr> <td>75,000.01 to 200,000.00</td> <td>\$60.00</td> </tr> <tr> <td>200,000.01 to 500,000.00</td> <td>\$100.00</td> </tr> <tr> <td>Over 500,000.00</td> <td>\$200.00</td> </tr> </tbody> </table>	Annual Gross Receipts	Tax	\$0.00 to 1,000.00	\$8.00	1,000.01 to 25,000.00	\$25.00	25,000.01 to 40,000.00	\$35.00	40,000.01 to 75,000.00	\$45.00	75,000.01 to 200,000.00	\$60.00	200,000.01 to 500,000.00	\$100.00	Over 500,000.00	\$200.00	<p>TAX EXEMPT ORGANIZATIONS <small>Attach proof of Tax Exempt Status (required for waiver of tax due)</small></p> <hr/> <p>SHOW, EXHIBITION, SWAP MEET Tax on the Promoter's Gross Receipts from the Gross Receipts schedule to the left _____ Enter the tax due amount here \$ _____ PLUS _____ (# of sellers _____ x \$5 = \$ _____) EQUALS Total tax due \$ _____</p> <hr/> <p>ADMINISTRATIVE OFFICES/WAREHOUSES <small>(Fees based on annual operating expenses when no receipts generated)</small> Enter annual operating expenses amount \$ _____ Use Gross Receipts schedule to the left to determine business license tax.</p>
Annual Gross Receipts	Tax																
\$0.00 to 1,000.00	\$8.00																
1,000.01 to 25,000.00	\$25.00																
25,000.01 to 40,000.00	\$35.00																
40,000.01 to 75,000.00	\$45.00																
75,000.01 to 200,000.00	\$60.00																
200,000.01 to 500,000.00	\$100.00																
Over 500,000.00	\$200.00																

<p>CONTRACTOR <small>(California Licensed)</small> Total tax due \$50.00</p>	<p>VEHICLE WHEEL TAX/TOW TRUCK, BUS</p> <p>Number of Vehicles: _____ x \$25.00 = Total Tax Due \$ _____</p>
---	--

Will you store, handle or use 55 gallons, 500 pounds or 200 cubic feet of hazardous materials per year?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Will you have an assembly room with an occupant load of 50 or more persons?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Will you be installing a spray booth?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Will your business produce dust/wood shavings or other material?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Will you be storing or using flammable or combustible liquids or compressed gases?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Will you be warehousing materials higher than 12 feet?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Fire Department approval **required** for any "Yes" answer. Please make an appointment by calling (714) 754-5128.

Your Business License will be issued under the provisions of Municipal Code Section 9-1. You are cautioned that this License does not permit operation of a business in violation of other Municipal Code Sections. There will be no tax refund if you are found operating illegally after the Certificate has been issued. Your business location will be checked by Planning, Building, and, if necessary, Fire Department officials. If you have any doubt whether your business location and/or building may conform with the requirements of the Municipal Code administered by these departments, you are urged to contact these departments for further information before filing your application. **Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing or visiting the nearest State Board of Equalization. **I declare under penalty of perjury that, to the best of my knowledge and belief, the statements made herein are correct and true and that acceptance of payment does not constitute approval of the Business License. Authorization to conduct business is not granted until issuance of the license.

Authorized
Signature _____ **Title** _____ **Date** _____

FOR CITY OFFICE USE ONLY

Planning Approval _____ **Date Approved** _____ **CUP Required?** _____ **CUP #** _____

Building Approval _____ **Date Approved** _____ **Comments** _____

Fire Department Approval _____ **Date Approved** _____



City of Costa Mesa Building Division
PERMIT PROCESSING CENTER
SUBMITTAL APPLICATION

Activity Number: _____

Received By: _____

Project Address: _____ Suite/Unit: _____

Development Project Number: _____
(if applicable)

OFFICE USE ONLY

SUBMITTAL TYPE:

- | | | | |
|-------------------------------------|--------------------------------------|--|-------------------------------|
| <input type="checkbox"/> Building | <input type="checkbox"/> Engineering | <input type="checkbox"/> Sanitary District | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Planning | <input type="checkbox"/> Grading | <input type="checkbox"/> Sign | |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Plumbing | <input type="checkbox"/> Mechanical | |

Other _____

Description of work to be performed: (please be specific) _____

Sq. Footage: _____ Type of Const: _____ Valuation: _____

Occupancy Type: _____ Occupant Load: _____ Grading: Cut/Fill _____ cubic yds.

Owner/Tenant: _____ Phone No.: _____

Address: _____ Suite/Unit: _____

City: _____ State: _____ Zip: _____

Applicant/Agent: _____ Phone No.: _____

Address: _____ Suite/Unit: _____ CDL#/SS#: _____

City: _____ State: _____ Zip: _____

Architect/Eng.: _____ Reg. No.: _____ Phone No.: _____

Address: _____ Suite/Unit: _____

City: _____ State: _____ Zip: _____

Contractor: _____ Phone No.: _____

Address: _____ Suite/Unit: _____

City: _____ State: _____ Zip: _____

State License No.: _____ Class _____ Expiration: _____

Workman's Comp. Policy No.: _____ Expiration: _____

Insurance Company: _____

(SEE BACK FOR ITEMIZED ELECTRICAL, MECHANICAL AND PLUMBING)

(2547-48)

7546-48 rev 5/99

Debarment Statement
(For consulting agreements >\$25,000)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS** (Executive Order 12549, Debarment and Suspension,
34 CFR Part 85)

Consultant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have have not within a three-year period preceding award of this consulting agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and
- (d) Have have not within a three-year period preceding award of this consulting agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

Consultant Signature

Date

Typed or Printed Name

Contractual Agreement No.

EXHIBIT C
CERTIFICATES OF INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY AND BLANKET
WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. PRIMARY AND NON-CONTRIBUTORY TO
OTHER INSURANCE**

With respect to any person or organization that is an additional insured under this Coverage Part, the following is added to paragraph 4. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If you have agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary and we will not seek contribution from that other insurance. For the purpose of this endorsement, the additional insured's own insurance means insurance on which the additional insured is a Named Insured.

When this endorsement is attached to the policy it supersedes all other insurance conditions within.

B. WAIVER OF SUBROGATION – BLANKET

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, The **Transfer Of Rights Of Recovery Against Others To Us Condition** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- a. Is in effect or becomes effective during the term of this policy; and
- b. Was executed prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>Any person or organization, when you and such parties have agreed in writing in a contract or agreement pertaining to "your work" performed during the policy period. This additional insured coverage does not apply to "excluded residential construction". "Excluded residential construction" means:</p> <ul style="list-style-type: none"> a) the ground-up construction of any building whose units will be individually owned and titled; and, b) "your work" performed on the conversion of any building into a condominium or townhome. 	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations during the policy period when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.	

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

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

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

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

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

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

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

EXHIBIT D

BONDS

**FAITHFUL PERFORMANCE BOND
PUBLIC WORK**

(The premium charge on this bond is \$ 6,098.00, being at
the rate of \$ 25.00 per thousand of the contract price)
Premium Based on Final Contract Amount

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS the CITY OF COSTA MESA, 77 Fair Drive, Costa Mesa, California 92626, has entered into a contract dated December 17, 2019, which is hereby incorporated by reference herein, with Eidim Group Inc. dba Eidim AV Technology hereinafter designated as the "Principal," for the work described as follows:
Lions Park Neighborhood Community Center Audio Visual Project, City Project No.19-17

_____ ; and
WHEREAS, said Principal is required by the terms of said contract to furnish a bond for the faithful performance of said contract.

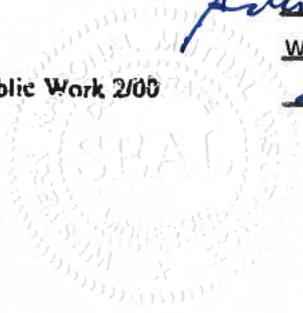
NOW, THEREFORE, We the Principal, and Western National Mutual Insurance Company, a corporation organized and existing under the laws of the State of Minnesota and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY OF COSTA MESA in the penal sum of Two Hundred Forty Three Thousand Nine Hundred Nine and 06/100 Dollars (\$ 243,909.06), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The Condition Of This Obligation Is Such, That, if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, or his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY OF COSTA MESA, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or the work or to the specifications.

Surety reserves right to notification for changes in contract amount exceeding Twenty-Five percent (25%).
IN WITNESS WHEREOF. We have hereunto set our hands and seals this 20th day of November, 2019.

Andrew Bang, President ICED
Eidim Group Inc. dba Eidim AV Technology
Pietro Micciche
Western National Mutual Insurance Company
Pietro Micciche, Attorney-in-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On NOV 20 2019 before me, Angel Nunez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Pietro Micciche
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

**LABOR AND MATERIAL BOND TO ACCOMPANY CONTRACT
PUBLIC WORK**

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS the CITY OF COSTA MESA, 77 Fair Drive, Costa Mesa, California 92626, has awarded to Eidim Group Inc. dba Eidim AV Technology hereinafter designated as the "Contractor," a contract which is hereby incorporated by reference herein, for the work described as follows: Lions Park Neighborhood Community Center Audio Visual Project, City Project No.19-17

_____ ; and
WHEREAS, said Contractor is required by the provisions of Chapter 7, Division 3, Title 15, Sections 3247-3248, Civil Code to furnish a bond in connection with said contract, as hereinafter set forth.

NOW, THEREFORE, We Eidim Group, Inc. dba Eidim AV Technology

the undersigned Contractor, as Principal, and Western National Mutual Insurance Company, a corporation organized and existing under the laws of the State of Minnesota and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY OF COSTA MESA in the penal sum of Two Hundred Forty Three Thousand Nine Hundred Nine and 06/100 Dollars (\$ 243,909.06), said sum being not less than one-half of the estimated amount payable by the said CITY OF COSTA MESA under the terms of the contract. for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition Of This Obligation Is Such, That, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or sub-contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the above contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Surety reserves right to notification for changes in contract amount exceeding Twenty-Five percent (25%).

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 20th day of November, 2019.

Eidim Group Inc. dba Eidim AV Technology
Andrew Bang, President / CEO

Western National Mutual Insurance Company
Pietro Micciche, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

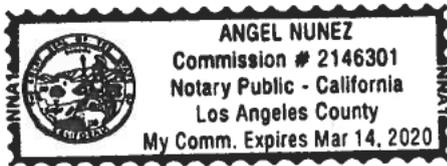
State of California)
County of Los Angeles)
On NOV 20 2019 before me, Angel Nunez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Pietro Micciche
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, do hereby make, constitute and appoint: Patricia Zenizo, Angel Nunez, Pietro Micciche, Manuel Reguerra and Daniel Inzunza

Preferred Bonding Services (#9760)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by the secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2015.

Jon R. Hebeisen, Secretary



Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF DAKOTA

On this 16th day of December, 2015, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Jennifer A. Young, Notary Public
My commission expires January 31, 2021

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Jennifer A. Young, Assistant Secretary

Signed and sealed at the City of Edina, MN this 20th day of November, 2019



EXHIBIT E

ADDENDA



CITY OF COSTA MESA

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

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: OCTOBER 17, 2019

TO: ALL PROSPECTIVE BIDDERS

ADDENDUM NO. 1 – CITY OF COSTA MESA LIONS PARK NEIGHBORHOOD COMMUNITY CENTER AUDIO VISUAL PROJECT NO. 19-17

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and fax a copy of this sheet to (714) 754-5028. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: Andrew W. Bang

Company: EIDIM Group, Inc. dba EIDIM AV Technology

All bidders shall register with CIPList.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check CIPList.com on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

<u>BID OPENING DATE:</u>	NO CHANGE.
<u>BID OPENING TIME:</u>	NO CHANGE
<u>BID OPENING PLACE:</u>	NO CHANGE

The contents of this Addendum are as follows:

1. Could you confirm you want part number LA-123 and not LA-122 as the description provided on the BOM is very close to LA-122? LA-123 is a 90-degree helical antenna. Confirming part no LA-123
2. LA-166 – please confirm you wanted this part number as the description from Listen Tech says it is a neck loop and the BOM says ALS headphones. Confirming part number LA-166
3. DMC-4K-HDO is end of life...recommended replacement is PN: DMC-4KZ-HDO. Okay to quote replacement? Yes
4. DM-MD16X16 is end of life...recommended replacement is PN: DM-MD16X16-CPU3. Okay to quote replacement? Yes
5. DM-RMC-4K-SCALER-C is end of life...recommended replacement is PN: DM-RMC-4KZ-SCALER-C. Okay to quote replacement? Yes
6. DM-RMC-4K-100-C-1G – did you want white or black color? Coordinate with architect during construction

Addendum No. 1
Project and Specifications No. 19-17

7. **DM-RMC-4K-100-C-1G – PDF total states 6 but the individual room total is 5. Please confirm quantity needed.** A total of seven (7) units are needed. Four (4) for the Multipurpose room, one (1) for the Meeting room, and two (2) for the Digital signage displays.
8. **DM-TX-4K-100-C-1G – did you want white or black color?** Coordinate with architect during construction.
9. **DM-TX-4K-100-C-1G – PDF total states 7 but the individual room total is 6. Please confirm quantity needed.** A total of Seven (7) units are needed. Four (4) for the Multipurpose room, one (1) for the Meeting room, and two (2) the Digital signage displays.
10. **DM-TX-4K-202-C – end of life, please provide replacement part number.** Replaced discontinued part with DM-TX-4KZ-202-C.
11. **TSW-760-TTK -- did you want white or black color?** Coordinate with architect during construction.
12. **TSW-1060-TTK – did you want white or black color?** Coordinate with architect during construction.
13. **49UU340C – end of life, please confirm replacement model. Please confirm quantity needed. PDF total states 2 but the individual room total is 1.** Replacement model is 49UT640S. A total of two (2) displays are needed. The first display is located in hallway 40A and the second displays is located in the Entry way.
14. **XT244 – PDF total states 2 but the individual room total is 1. Please confirm quantity needed.** Total of two (2) digital signage units are needed. Both units are located in the AV rack located in IDF 31 (the same rack as the Multipurpose room's AV equipment).
15. **LTTU – PDF total states 2 but the individual room total is 1. Please confirm quantity needed.** Use wall mount model RMF2 (instead of model LTTU). A total of two (2) mounts are needed. One per each digital signage display.
16. **Will the CatchBox Throwable Microphones be customized CatchBoxes (individualized colors and logo) or standard CatchBoxes (standard colors and CatchBox logo)?** City will provide logo during construction.

Sincerely,



Robert Staples
Contract Administrator