

**CITY OF MISSION VIEJO
CALIFORNIA**

**SPECIFICATIONS
AND CONTRACT DOCUMENTS**

FOR

**NORMAN P. MURRAY
COMMUNITY AND SENIOR CENTER
AUDIO AND VISUAL
REPLACEMENT AND IMPROVEMENTS**

SEPTEMBER 2023

PREPARED BY:

**CITY OF MISSION VIEJO
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COMMUNITY AND SENIOR CENTER
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APPROVED BY:



JERRY HILL
DIRECTOR OF PUBLIC SERVICES



DATE

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CITY OF MISSION VIEJO

NOTICE INVITING BIDS

**NPM COMMUNITY AND SENIOR CENTER
AUDIO AND VISUAL REPLACEMENT AND IMPROVEMENTS**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the **City of Mission Viejo**, the "AGENCY," for furnishing all materials, equipment, tools, labor, and incidentals as required for the above-stated project in strict accordance with the specifications and drawings on file at the office of the City Clerk of the **City of Mission Viejo**.

Bids will be received at the office of the City Clerk, 200 Civic Center, Council Chambers, City of Mission Viejo, until the hour of October 19, 2023, 9:00 a.m., local time, at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside, "**NPM COMMUNITY AND SENIOR CENTER AUDIO AND VISUAL REPLACEMENT AND IMPROVEMENTS**".

The Work to be constructed under the Contract is located in the **City of Mission Viejo**. The Work to be performed consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents for the above-stated Contract. The general items of Work to be done hereunder consist of:

Audio and visual (A/V) replacement and improvements to the Norman P. Murray Community and Senior Center.

The Agency reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsive and responsible bidder and reject all other bids; to waive any informality in the bidding; and to take up to 90 days under advisement for a period of 90 days. Bids will be compared on the basis of the Engineer's estimate of the quantities of the several items of Work as shown on the Base Bid Sheet. The City will establish low bidder by the sum of the base bid plus bid alternates regardless of whether the bid alternates are awarded. Only such plans, specifications, and items of work as are appropriate shall apply to the Work as bid.

At the time of Contract award to a bidder, the bidder shall possess current California Contractor License Class C-7 (Low Voltage Contractor).

A mandatory pre-bid meeting will be held on October 12, 2023 at 9:00 a.m., local time, at The Norman P. Murray Community and Senior Center, 24932 Veterans Way, Mission Viejo, CA 92691-2778, in Mission Viejo. Failure to attend the mandatory pre-bid meeting will cause all non-attending bidders to be deemed non-responsive and their bid package shall not be further considered by the City for any reason. The bid submittal shall be held for seven (7) days for pick-up by the bidder who submitted it and if not picked up, then shall be disposed of in a public trash receptacle. The City, in its sole discretion, may retain and immediately draw down on the bid bond, in whole or part, to compensate it for the time expended on reviewing the bid package as submitted.

Each bid must be accompanied by all required pages of the Proposal (see Instructions to Bidders), including a certified or cashier's check, or a corporate surety bond on the form furnished by the AGENCY, as a guarantee that the bidder will, if an award is made to him in accordance with the terms of his bid, promptly secure workmen's compensation insurance and liability insurance, execute a contract in the required form, and furnish satisfactory bonds for the faithful performance of the contract and for the payment of claims of material and laborers thereunder. Said check or bidder's bond shall be in an amount not less than 10% of the amount of the bid.

The successful bidder will be allowed to substitute securities or establish an escrow account of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement Between Agency and Contractor and General Conditions.

The Performance and Payment Bonds shall be submitted before execution of the Contract. The Performance Bond shall be not less than 100% of the total amount of the bid price named in the Contract. The Payment Bond shall be not less than 100% of the total amount of the bid price named in the Contract. The AGENCY reserves the right to reject any bond if in the opinion of the AGENCY Attorney, the Surety's acknowledgment is not in the form included in the Contract Documents or in another form substantially as prescribed by law.

In accordance with provisions of Section 1773.2 (amended 1977) of the California Labor Code copies of the prevailing rate of per diem wages as determined by the State Director of Industrial Relations are on file in the office of the City Clerk of the **City of Mission Viejo**. It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor under him to pay not less than said specified rates to all workmen employed by them in the execution of the Contract.

The Contractor and all Subcontractors, of any tier, must comply with the requirements of the California Labor Code including but not limited to Sections §§1715.5, 1725.5, 1771.1, 1771.1a, 1771.4(a)(1), 1774, 1775, 1775.5, 1775.5.13 and 1815. A contractor or subcontractor shall not be qualified to submit a bid or be listed in a bid proposal subject to requirements of Public Contract Code Section 4104, unless it be qualified to enter into, or engage in the performance of, any contract of public work, unless it is currently registered and qualified under Labor Code Section 1725.5 to perform public work (as "public work" is defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code). [Note: Required in the Notice by Labor Code §1771.1(b).]

Contractors are required to register with the Department of Industrial Relations (DIR). Notwithstanding any other requirements (including federal labor requirements), this contract is subject to compliance monitoring and enforcement by the Department of Industrial relations (DIR).

The **City of Mission Viejo** hereby notifies all bidders that it will affirmatively ensure that in any Contract entered into pursuant to this advertisement, Disadvantaged Business and Underutilized Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, or national origin in consideration for an award.

Complete sets of said Contract Documents may be purchased at a cost of \$40.00 (Forty Dollars) per set and are obtainable from the **City of Mission Viejo**, 200 Civic Center, Engineering Counter, Mission Viejo, California 92691, 949-470-3040. No refund will be made of any charges for sets of Contract Documents. Plans and specifications can be mailed for an additional \$10.00 (Ten Dollars) per set. For additional information, contact the Project Manager, Jerry Hill, at 949-470-3095.

Dated this ____ day of _____, 20__.

Jim Schmitt City Clerk
City of Mission Viejo
200 Civic Center
Mission Viejo, California 92691

DO NOT COPY

CITY OF MISSION VIEJO

INSTRUCTIONS TO BIDDERS

**NPM COMMUNITY AND SENIOR CENTER
AUDIO AND VISUAL REPLACEMENT AND IMPROVEMENTS**

1. PROPOSAL FORMS, AND REVIEW OF PLANS AND SPECIFICATIONS

Bids shall be submitted in writing on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The Proposal must include all pages of the Proposal form with all of the required information, including but not limited to the Bidder's Information, Proposal Bid Sheet, List of Subcontractors, Bidder's Statement of Past Contract Disqualifications, Non-Collusion Affidavit, Bid Bond, Iran Contracting Act Certification (if required), and Sufficient Funds Declaration. The AGENCY will not consider any proposal not meeting these requirements.

In addition, the AGENCY shall not accept any bid or enter into any contract without proof of the Bidder's current registration to perform public work under Labor Code Section 1725.5; and the Bidder shall not accept any sub-bid or enter into any subcontract without proof of the subcontractor's current registration to perform public work under Labor Code Section 1725.5.

Each bidder must review the plans and specifications in its capacity as a contractor prior to submitting its bid, and any errors must be reported to the AGENCY.

2. PROPOSAL GUARANTEE (BID BOND)

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the AGENCY in the minimum amount of ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a Contract is awarded fails or refuses to execute the Contract Documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the AGENCY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all Contract Documents.

3. PROPOSED SCHEDULE

October 5, 2023	Advertise in trade journals and on the Internet
October 12, 2023	MANDATORY* pre-bid meeting at 9:00 a.m. on Thursday at the Norman P. Murray Community and Senior Center – 24932 Veterans Way, Mission Viejo, CA 92691
October 19, 2023	Bid opening at 9:00 a.m., City Clerk's counter, City Hall 2 nd Floor
November 14, 2023	Award of contract consideration
December 2023	Construction begins

This schedule is proposed. Should the "Construction begins" date slip, the contract days take precedence

****Failure to attend the mandatory pre-bid meeting will cause all non-attending bidders to be deemed non-responsive and their bid package shall not be further considered by the City for any reason. The bid submittal shall be held for seven (7) days for pick-up by the bidder who submitted it and if not picked up, then shall be disposed of in a public trash receptacle. The City, in its sole discretion, may retain and immediately draw down on the bid bond, in whole or part, to compensate it for the time expended on reviewing the bid package as submitted.****

4. NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the Proposal as principals are those named therein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in the Proposal; that the Proposal is made without connection to any other individual, firm, or corporation making a bid for the same Work; and that the Proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the Proposal.

5. PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of Work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the bid sheet are supplied to give an indication of the general scope of Work, but the accuracy of figures is not guaranteed and the bidder shall make its estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

6. DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the Proposal to the hands of the AGENCY's designated official prior to the bid opening hour stipulated in the "Notice Inviting Bids." Late proposals will not be considered. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "SEALED BID FOR NPM COMMUNITY AND SENIOR CENTER AUDIO AND VISUAL REPAIRS AND IMPROVEMENTS."

7. WITHDRAWAL OF PROPOSALS

A Proposal may be withdrawn by a written request signed by the Bidder. Such requests must be delivered to the AGENCY's designated official prior to the bid-opening hour stipulated in the "Notice Inviting Bids." The withdrawal of a Proposal will not preclude the right of the Bidder to submit a new Proposal, providing there is time to do so. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee, unless withdrawal is allowed under law.

8. IRREGULAR PROPOSALS

Unauthorized conditions, limitations or provisions attached to a Proposal will render it irregular and may cause its rejection. The completed Proposal forms shall be without interlineations, alterations or erasures. Notwithstanding the foregoing, the City may waive such if allowed by law, and if, in the City's discretion, it deems that waiver is in the City's best interest and that such interlineations, alterations or erasures do not substantially alter the written response or create an unfair advantage to such bidders. Alternative Proposals will not be considered unless specifically requested. No oral, telegraphic or telephonic Proposal, modification or withdrawal will be considered.

9. TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.

10. DISQUALIFICATION OF BIDDERS

In the event that any bidder on the Contract submits a proposal on another contract on the same work of improvement, all such proposals will be rejected and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder.

The Contract will not be awarded or executed unless the Bidder is licensed in accordance with the provisions of the State Business and Professions Code.

11. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed Contract and in doubt as to the true meaning of any part of the plans, specifications or other proposed Contract Documents, or finds discrepancies in, or omissions from, the drawings or specifications, he may submit to the Engineer of said AGENCY 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 proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

12. ADDENDA OR BULLETINS

The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be made a part of the Contract Documents and shall be returned with them. Before submitting its bid, each bidder shall inform itself as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render its bid irregular and may result in its rejection by the AGENCY.

13. LEGAL RESPONSIBILITIES

All Proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature, whether the same are expressly referred to herein or not.

Any bidder submitting a Proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and Contract Documents and to full compliance therewith.

14. AWARD OF CONTRACT

The award of contract, if made, will be to the most responsible Bidder as determined solely by the City, pursuant to the City's Plans, Specifications and Contract Documents and in the best interests of the City pursuant to law. At the time of contract award, the successful bidder shall hold the contractor's license(s) required in Notice Inviting Bids. Additionally, the AGENCY reserves the right to reject any or all Proposals, to accept any bid to waive any irregularity if allowed by law, and to take the bids under advisement for the period of time stated in the "Notice Inviting Bids," all as may be required to provide for the best interests of the AGENCY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

No bidder may withdraw its proposal for a period of Ninety (90) days after the time set for opening thereof, unless permitted by law. However, the AGENCY will return all proposal guarantees within ten (10) days after

the award of the Contract or rejection of the bids, as the case may be, to the respective bidders whose Proposals they accompany.

15. LABOR CODE

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the AGENCY has obtained the general provisions rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute the Contract from the State Director of the Department of Industrial Relations (DIR). It shall be the responsibility of the prime Contractor to comply with all applicable sections of the Labor Code.

Travel and subsistence payments to each workman needed to execute the Work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreement filed in accordance with Section 1773.8 of the Labor Code.

The Contractor shall comply with the provisions of Section 1774 of the Labor Code. Failure to comply with the subject section will subject the Contractor to penalty and forfeiture provisions of Section 1775 of the Labor Code.

Pursuant to the provisions of Section 1770 of the Labor Code, the general prevailing rate of wages has been ascertained (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of workman concerned.

This project is subject to compliance registration, monitoring, and enforcement by the DIR. (See, among others, Labor Code §§1715.5, 1725.5, 1771 and 1771.4.)

The AGENCY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate or the Federal Minimum Wage Rate (whichever is greater) as set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its bid, and will not under any circumstances be considered as the basis of a claim against the AGENCY on the Contract.

The Contractor and subcontractors shall comply with Section 1777.6 which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religion, creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

16. WORKERS' COMPENSATION CERTIFICATE

Section 1860 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations. In accordance with this section and with Section 1861 of the State Labor Code, the Contractor shall sign a Compensation Insurance Certificate, which is included with the Contract Agreement, and submit same to City along with the other required Contract Documents prior to performing any Work. Reimbursement for this requirement shall be considered as included in the various items of Work.

17. CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103 of the Public Contract Code, in entering the Contract to supply goods, services, or materials, the Contractor and its subcontractors offer and agree to assign to the AGENCY all rights and interest in and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or the subcontracts. This assignment shall be made and become effective at the time the AGENCY tenders final payment to the Contractor, without further acknowledgment by the parties.

18. SUBLETTING AND SUBCONTRACTING

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their Proposal the name, location or place of business, license number, and the portion of the Work of each subcontractor who will perform Work or labor or render services in or about the construction of the Work or improvement, and each subcontractor who specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, but only if (a) for a Contract for construction of streets or highways, including bridges, the dollar amount of the subcontractor's work is in excess of \$10,000 or 1/2 of 1% of the total bid in the Proposal, whichever is greater; or (b) for all other Contracts, the dollar amount of the subcontractor's work is in excess of 1/2 of 1% of the total bid in the Proposal. Failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work. It is the AGENCY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

Attention is directed to the provisions in Sections 1026.2 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors. The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for Work satisfactorily Completed, even if the other Contract Work is not Completed and has not been accepted by the Agency. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor for efficient subcontract performance or noncompliance by a subcontractor.

19. INSURANCE

Prior to commencement of Work, Contractor shall obtain, provide, and maintain at its own expense policies of insurance of the type and amounts described below and in a form satisfactory to City. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement, or endorse the existing coverage to do so.

General Liability Insurance. Contractor shall maintain a policy of general liability insurance against any and all claims arising out of or in connection with the work to be performed for this Project with coverage at least as broad as ISO form CG 00 01. Contractor shall provide coverage in an amount not less than two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage, and a four million dollar (\$4,000,000.00) completed operations aggregate. The policy shall be endorsed to reflect that the per occurrence and aggregate coverage shall apply on a per PROJECT basis, coverage available shall not be eroded by other claims on other projects. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Coverage provided by Contractor shall be primary, and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. This policy shall

name City, its officers, officials, employees, agents, and volunteers as additional insureds, covering both ongoing and completed operations, using ISO additional insured endorsement forms CG 20 10 and CG 20 37, or equivalent form(s). Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed for this Project, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than one million dollars (\$1,000,000.00) combined single limit for each accident.

Workers' Compensation/Employers' Liability. Contractor acknowledges awareness of Section 3700 et seq. of the California Labor Code, which requires every employer to be insured against liability for workers' compensation. Contractor covenants that it shall comply with such provisions prior to commencement of work performed for this Project. Contractor shall maintain workers' compensation insurance with statutory limits and employer's liability insurance in an amount not less than one million dollars (\$1,000,000.00) per accident for bodily injury or disease. Contractor shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of subcontractors' employees. Contractor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers. Contractor shall similarly require all subcontractors to waive subrogation.

Umbrella or Excess Liability Insurance. (If required to meet higher limits). Contractor shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A. A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- B. "Pay on behalf of" wording as applied to "reimbursement";
- C. Concurrency of effective dates with primary policies.

Should Contractor obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

Installation Floater. Contractor shall obtain an installation floater for the value of and covering the portion of the work to be constructed, installed, altered, or repaired by the Contractor. The installation floater policy must include coverage for the fixtures, materials, supplies, machinery, equipment used in or incidental to the construction project, and property kept off-site or while in transit. Coverage must include the property of others in the Contractor's care, custody, or control. In addition to the Contractor, the City and all subcontractors shall be named additional insureds on the policy, extending coverage through the final completion date.

Self-Insured Retentions

Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses

and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Other Insurance Provisions:

Proof of Insurance. Contractor shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Management prior to commencement of Work. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Requirements not Limiting. Requirements of specific coverage features or limits contained herein are not intended as a limitation on coverage, limits on other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be an inclusive or to the exclusion of other coverage, or a waiver or limitation of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specific minimum limits of insurance and coverage shall be available to the City.

Duration of coverage. Contractor shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work for this project by Contractor, their agents, representatives, employees, or subcontractors/subconsultants. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before City's own insurance or self-insurance shall be called upon to provide it as a named insured. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to these specifications/for this Project shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in

compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subcontractors/ subconsultants.

Additional Insured Status. The general liability, automobile liability, and umbrella/excess liability policies shall provide, or be endorsed to provide that the City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and Completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(s) shall not contain any cross-liability exclusions.

Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt required, has been given to the City. Contractor agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Contractor's insurers are unwilling to provide such notice, then Contractor shall have the responsibility of notifying City immediately in the event of Contractor's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Timely notice of claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance for this Project, and that involve or may involve coverage under any of the required liability policies.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original endorsements effecting coverage required herein. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All

certificates and endorsements are to be received and approved by the City before Work commences. Contractor's insurer shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Subcontractors

Contractor agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Contractor (hereinafter collectively "subcontractor"), provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Contractor's subcontractor cannot comply with this requirement, which proof must be submitted to the City, Contractor shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, but not less than required of the Contractor, but in all other terms consistent with the Contractor's requirements herein. This provision does not relieve the Contractor of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Contractor with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Contractor herein given the limited scope of work or services provided by the subcontractor. Contractor agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to City for review.

20. ARBITRATION

Optional Arbitration; Applicable Law

In lieu of litigation of a dispute, Contractor and City may agree to submit the dispute to binding arbitration so long as agreed by the parties in writing and approved in writing by the Board as an amendment to the Contract Documents. Except as provided below or as may be agreed upon by the parties in writing, (a) any such arbitration shall be governed by Code of Civil Procedure §§1280 et seq., and (b) the arbitration award must be supported by law and substantial evidence, and that the award may be vacated if not so supported, per Code of Civil Procedure Section 129. Should any provision in this "Arbitration" section be found to be unenforceable, then such provision shall be severed and the parties agree that the remaining provisions shall be binding and enforceable as if adopted absent the unenforceable provision. Should the parties wish to modify any provision in this "Arbitration" section, the parties may do so.

Selection of Arbitrator

If the parties agree to binding arbitration, upon notification of a party's election to proceed with arbitration under this section, the parties shall have thirty (30) days to jointly select an arbitrator. In the event that the parties are unable to reach an agreement as to the selection of an arbitrator, an arbitrator will be selected from the American Arbitration Association's panel of construction arbitrators. There shall be no limit on the number of arbitrators that a party can disqualify with respect to the American Arbitration Association's list of arbitrators.

Amount in Controversy/Discovery

If the parties agree to arbitration, the following would apply:

1. If the amount in controversy is less than \$50,000, then, notwithstanding any other provision of law, the only discovery permitted will be (1) the noticing and taking of one deposition (in accordance with Code of Civil Procedure Section 2025) by each party to the dispute and (2) inspection demands pursuant to Code of Civil Procedure Section 2031.
2. If the amount in controversy is equal to or greater than \$50,000 but less than \$150,000, then, notwithstanding any other provision of law, the only discovery permitted will be (1) the noticing and taking of no more than three depositions (in accordance with Code of Civil Procedure Section 2025) by each party to the dispute and (2) inspection demands pursuant to Code of Civil Procedure Section 2031.
3. If the amount in controversy is equal to or greater than \$150,000, then the discovery rules contained in the California Civil Discovery Act, Code of Civil Procedure Section 2016, et seq., shall apply to the arbitration, except each party will only be allowed to propound no more than fifty (50) special interrogatories, and no requests for admissions shall be permitted.

The above deposition limits shall not be applicable to expert depositions. Experts shall be designated and deposed in accordance with Code of Civil Procedure §2034.

Procedure/Evidence

If the parties agree to arbitration, the following would apply:

1. General and specific rules of trial procedure and evidence as set forth in the California Code of Civil Procedure and the California Evidence Code, respectively, shall apply except that the arbitrator may admit any relevant evidence which he believes should be afforded consideration.
2. Motions for summary judgment and/or summary adjudication of issues shall be permitted only if the amount in controversy is equal to or greater than \$50,000. Motions for summary judgment and/or summary adjudication of issues shall be heard in accordance with the Federal Rules of Civil Procedure, Rule 56. The arbitrator shall also have the authority to decide specific legal and/or factual issues by way of a motion for summary judgment and/or summary adjudication of issues regardless of whether or not such resolve a cause of action.
3. Demurrers and motions for judgment on the pleadings shall not be allowed. The arbitrator shall review the pleadings and, in the arbitrator's sole, discretion a dismissal and/or amendment of a pleading can be ordered.
4. The arbitrator shall conduct a pre-arbitration conference for purposes of coordinating the arbitration. At the pre-arbitration conference, all of the following issues shall be addressed: procedural matters, exchange of exhibits, witness lists, motions in limine, arbitration briefs, and the potential for narrowing issues and/or factual disputes by stipulation or by bifurcating the arbitration. The arbitrator can bifurcate specific factual and/or legal issues in addition to causes of action.
5. The arbitrator will close the arbitration hearing after presentation of the evidence and receipt of final briefs, which must be submitted within twenty (20) days from the final presentation of evidence. The time limit within which the award must be filed begins with the closing of the hearing.

6. The arbitrator may for good cause reopen the hearing through request of either party, at any time, before the award is made and/or legal issues in addition to causes of action.

7. The arbitrator's award must be mailed promptly to the parties, but no later than thirty (30) days after the closing of the hearing. The award will be based upon the evidence introduced at the hearing, including all logical and reasonable inferences made therefrom. Pursuant to Code of Civil Procedure Section 1296, the arbitration award must be supported by law and substantial evidence, or else it may be vacated. The arbitrator may grant any remedy that is just and equitable.

Joinder

No arbitration in which the parties elect to participate that arises out of or relates to the contract documents shall include by consolidation, joinder, or any other manner any other person or entity who is not a party to this contract unless:

1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
2. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
3. the written consent of the other person or entity sought to be included and of City and Contractor has been obtained for such inclusion, which consents shall make specific reference to this section; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

Costs and Fees

Prior to a decision being rendered in an arbitration, the parties shall split the arbitrator's fees and be responsible for the prompt payment thereof.

Conclusiveness of Judgment

Any arbitration award will be final and binding and there is no direct appeal from the award on the grounds of error in the application of the law or based upon the arbitrator's interpretation of the facts presented. The only reasons for challenging an arbitrator's award are those set forth in the Code of Civil Procedure, Section 1286.2(a), (b), (c) and (f), and Section 1296 (failure to base the award on applicable law and substantial evidence). If any party other than the City seeks to challenge the arbitrator's award pursuant to these Code of Civil Procedures sections, such party must post a bond in the amount of 150% of the arbitrator's award (including the award of costs and fees).

Durability

From the time any arbitration proceedings are initiated, such proceedings must be completed within six (6) months, unless (1) the amount in controversy equals or exceeds \$150,000, the arbitration must be completed within one year or (2) the arbitrator extends the completion period for good cause or based upon the stipulation of the parties. Arbitration proceedings shall be deemed initiated upon the appointment of the arbitrator.

21. HOURS FOR PERFORMANCE

Working hours for the construction project will be 7:00 a.m. to 4:00 p.m. unless approved by City in advance on any Working Day. Contractor is to take into special consideration that the nature of the Work is located in public areas and facilities. As such, all work will not disrupt or conflict with public activities.

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CITY OF MISSION VIEJO

PROPOSAL

**NPM COMMUNITY AND SENIOR CENTER
AUDIO AND VISUAL REPLACEMENT AND IMPROVEMENTS**

TO CITY OF MISSION VIEJO, as AGENCY:

In accordance with AGENCY's "Notice Inviting Bids", the undersigned Bidder (BIDDER) hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated Contract as set forth in the Plans, Specifications, and Contract Documents therefor, and to perform all Work in the manner and time prescribed therein.

BIDDER declares that this proposal, including the bid sheets, the subcontractor list, the non-collusion declaration, the Iran Contracting Act declaration, and the sufficient funds declaration ("Proposal") is based upon careful examination of the Work site, Plans, Specifications, Notice Inviting Bids, Instructions to Bidders, and other Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into the Contract with AGENCY at the unit and/or lump sum prices set forth in this Proposal. BIDDER understands that failure to enter into the Contract in the manner and time prescribed will result in forfeiture to AGENCY of the Bid Bond accompanying this proposal.

BIDDER understands that a bid is required for the entire Work, that any estimated quantities set forth in the Proposal are solely for the purpose of comparing bids, and that final compensation under the Contract will be based upon the actual quantities of Work satisfactorily Completed. It is agreed that any unit and/or lump sum prices in the Proposal include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

BIDDER certifies that in all previous contracts or subcontracts, all reports that may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this Proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this Proposal; that this Proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this Proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Telephone: (____) _____

E-mail _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

Department of Industrial Relations (DIR) Registration Number _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Proposal are as follows:

All current and prior DBAs, alias, and/or fictitious business names for any principal having an interest in this Proposal are as follows:

REFERENCES

The following are the project names, addresses, contact persons, and phone numbers for all public agencies for which BIDDER has performed similar work within the past two years:

DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

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PROPOSAL

IN WITNESS WHEREOF, Bidder executes and submits this Proposal with the names, titles, hands and seals of all forenamed principals this _____ day of _____, 20__.

BIDDER _____

Subscribed and sworn to this _ day of _____, 20__.

NOTARY PUBLIC _____

AGENCY acknowledges that this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the amount of ten percent (10%) of the total bid.

By: _____

Title: _____

Signature of Notary Public

(SEAL)

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(10% of the Proposed Amount)

Bond # _____

CITY OF MISSION VIEJO

BID BOND

**NPM COMMUNITY AND SENIOR CENTER
AUDIO AND VISUAL REPLACEMENT AND IMPROVEMENTS**

(To be submitted by bidder with its bid)

KNOW ALL MEN BY THESE PRESENTS that we _____
_____ as "Principal/Bidder," and _____
_____ as "Surety," are held and firmly bound unto City of Mission Viejo as "Agency" in
the penal sum of _____ Dollars (\$ _____), 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 conditions of this obligation are such that whereas the Principal/Bidder submitted to the Agency
a certain Proposal, attached hereto and hereby made a part hereof, to enter into the written Contract
for the _____ work of improvement and will furnish all
required certificates of insurance and bonds as required by the Contract.

NOW THEREFORE, if said Proposal shall be rejected; or in the alternate, if said Proposal shall be
accepted, and the Principal/Bidder shall execute and deliver a contract in the prescribed Form of
Agreement, shall deliver certificates evidencing that the required insurance is in effect and shall
execute and deliver Performance and Payment Bonds in the forms prescribed, and shall in all other
respects perform the agreement created by the acceptance of said Proposal, then this obligation shall
be void; otherwise, this obligation shall remain in force and effect, it being expressly understood and
agreed that the liability of the Surety for any and all default of the Principal/Bidder hereunder shall
be the amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and
its bond shall in no way be impaired or affected by an extension of the time within which the Agency
may accept such a proposal; and said Surety does hereby waive notice of any such extension.

BID BOND (Page Two)

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Principal/Bidder) _____

(Address) _____

(By) _____

(Title) _____

NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED

ATTEST:

(Surety) _____

(Address) _____

(By) _____

(Title) _____

NOTE: SIGNATURE OF SURETY OFFICIALS MUST BE NOTARIZED

BOND APPROVED AS TO FORM:

William P. Curley III
City Attorney
City of Mission Viejo

ACKNOWLEDGEMENT

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 _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
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 law of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CITY OF MISSION VIEJO

**IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)**

**NPM COMMUNITY AND SENIOR CENTER
AUDIO AND VISUAL REPLACEMENT AND IMPROVEMENTS**

(To be executed by bidder and submitted with its bid)

As required by Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert bidder’s or financial institution’s name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services (“DGS”) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a))

<i>Bidder Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran

Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

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Notification to All Contractors and Grantees (EO Paragraph #3)

[DATE], 20__

[Name
Here] [Title
Here]
[Name of Business or Organization]
[Address line 1]
[Address line 2]

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia’s Actions in Ukraine

Dear [Name Here]:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor’s authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence provides notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia’s actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Sincerely,

[Name]
[Title]

CITY OF MISSION VIEJO

**SUFFICIENT FUNDS DECLARATION
(Labor Code section 2810)**

**NPM COMMUNITY AND SENIOR CENTER
AUDIO AND VISUAL REPLACEMENT AND IMPROVEMENTS**

(To be executed by bidder and submitted with its bid)

Owner: City of Mission Viejo

Contract: ANNUAL MAINTENANCE PROGRAM FOR [NAME OF SERVICES CONTRACT]

I, _____, declare that I am the _____ [insert title] of _____ [the entity], the entity making and submitting the bid for the above Contract that accompanies this Declaration, and that such bid includes sufficient funds to permit _____ [the entity] to comply with all local, state or federal labor laws or regulations during performance of the Contract, including payment of prevailing wage, and that _____ [the entity] will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on _____ 20__, at _____ [city], _____ [state].

Date: _____

Signature

Print Name: _____

Print Title: _____

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**CITY OF MISSION VIEJO
PROPOSAL BID SHEET**

**NPM COMMUNITY AND SENIOR CENTER
AUDIO AND VISUAL REPLACEMENT AND IMPROVEMENTS**

TO THE CITY CLERK OF MISSION VIEJO, CALIFORNIA

BIDDER (Firm Name) _____
The undersigned hereby proposes and agrees to furnish any and all materials, labor and services for the following:

Project: NPM Community and Senior Center Audio and Visual Replacement and Improvements.

All in accordance with Drawings and Specifications on file at the office of the City Clerk, City of Mission Viejo.

The following estimates of quantities of work to be done and materials to be furnished are approximate only. They are given as a basis for comparison of bids and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work that may be deemed necessary or expedient by the City.

**SCHEDULE OF PRICES
BASE BID**

**NPM COMMUNITY AND SENIOR CENTER
AUDIO AND VISUAL REPLACEMENT AND IMPROVEMENTS**

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	SUBTOTAL
BASE BID:					
I.	SYSTEM HEAD				
1.	Tripp Lite PDUMV2 1.9kW 1-Phase PDU with Digital Spot Meter, 120V Outlets (28 5-15/20R) 20P and 5-20 Adapter, 15' Cord, 10U Vertical. Part No. TC-PDUMV20.	2	Ea.	\$	\$
2.	Atlasound 15A Power Sequencer and Conditioner. Part No. ECS-3.	1	Ea.	\$	\$
3.	Regent CPU250 CPU Series Mixer-Amplifier specifically designed for telephone paging applications.	1	Ea.	\$	\$
4.	Extron 60-1545-11 XTP II CrossPoint 1600 Frame with Redundant Power Supply. Note: Items 4-8 are part of XTP System Custom Configuration 60-1545-009472.	1	Ea.	\$	\$
5.	Extron 70-940-31 Four Input Board, XTP 4K with IR/RS-232 Insertion - 26W Remote Power Capable.	2	Ea.	\$	\$
6.	Extron 70-943-31 Four Output Board, XTP 4K with IR/RS-232 Insertion - 26W Remote Power	2	Ea.	\$	\$

	Capable.				
7.	Extron 70-1113-01 Four Output Board, HDMI 4K/60 with Stereo Audio.	1	Ea.	\$	\$
8.	Extron 70-939-01 XTP Matrix Blank Plate	3	Ea.	\$	\$
9.	Extron 70-1112-02 Four Input Board, 4K/60 HDMI with Downmixing Audio.	1	Ea.	\$	\$
10.	Extron 60-1511-10 12x8 ProDSP Digital Matrix Processor with Dante.	2	Ea.	\$	\$
11.	Extron 60-1917-01A IP Link Pro Quad Control Processor w/LinkLicense for User Interfaces Upgrade.	1	Ea.	\$	\$
12.	Extron 60-1301-01 Four Channel Bridgeable Output Amp, 100/200 Watts.	4	Ea.	\$	\$
13.	Extron 26-754-06 HDMI Premium High-Speed HDMI Cables.	30	Ea.	\$	\$
14.	Extron 22-156-03 Serial Control/Audio Cable - 1,000' (305 m) spool.	1	Ea.	\$	\$
15.	Extron 22-154-03 16 AWG Speaker Cable - Plenum - 1,000' (305 m) spool.		Ea.	\$	\$
16.	Extron 22-235-03 Shielded Digital Twisted Pair Cable for XTP & DTP products - Plenum, 1000' (305 m) spool.	3	Ea.	\$	\$
17.	Cisco 28-Port Gigabit PoE+ Managed Switch. Part No. SG300- 28PP-K9-NA.	1	Ea.	\$	\$
18.	Extron 60-1170-01eBUSÂ® Distribution Hub.	1	Ea.	\$	\$
19.	Extron 70-988-01eBUSÂ® 12 VDC Power Supply and Distribution Hub.	1	Ea.	\$	\$
20.	Extron 101-005-02 XTP DTP 2 Pin Plug, Package of 10.	5	Ea.	\$	\$
21.	CAT6 Plenum Cable White	2	Ea.	\$	\$
22.	3/4" D X 30" W X 60" H Fire-Retardant Treated Plywood Backer Board shown on A/V drawings.	1	Ea.	\$	\$
23.	Metal Shelf for Existing Broadcast Control Panel. Approximate shelf size 10" W x 4" D	1	Ea.	\$	\$
24.	Ladder Rack – 18" long by 18" wide Ladder Rack with Corner Accessory and Wall/Ceiling Mounting Brackets, End Caps, Waterfall Pathway for both A/V Cabinets, and Bonding Accessories.	1	LS	\$	\$
25.	Installation and Misc. Materials – Head End Equipment. Includes Pathway within A/V Head End Room.	1	LS	\$	\$
SUBTOTAL – SYSTEM HEAD END:\$					
II.	SYCAMORE A AUDIOVISUAL				
24.	“WA” Wireless Microphone Antenna on A/V Drawings: Shure MXWAPT8 Microflex Wireless Access Point Transceiver. Provide	1	Ea.	\$	\$

	drywall trim ring and faceplate with cable grommet for cabling.				
25.	Shure MXWNCS8 Microflex Wireless 8CH NETWORKED CHARGING STATION.	1	Ea.	\$	\$
26.	Shure MXW2/SM58 Microflex Wireless Handheld Transmitter with SM58® Microphone (Includes one SB902 Battery).	4	Ea.	\$	\$
27.	Shure MXW1 Microflex Wireless hybrid bodypack transmitter.	4	Ea.	\$	\$
28.	Shure CVL Centraverve Lavalier Condenser Microphone.	2	Ea.	\$	\$
29.	Williams Sound FM+ FM & Wi-Fi Assistive Listening System (4 Receivers) (2) Neck Loops. Part No. FM 557.	1	Ea.	\$	\$
30.	"P1" Projector at Stage on A/V drawings: NEC/NP-PV800UL-W1-41ZL WUXGA 1920 x 1200 8000 Lumens LCD Laser Projector with NP41Z Lens – White.	1	Ea.	\$	\$
31.	Chief KITEZ006W Projector Ceiling Mount Kit – White.		Ea.	\$	\$
32.	Stage screen on A/V drawings: Screen Innovations S3TF200SL-6S24W110SIO 200" Projection Screen.	1	Ea.	\$	\$
33.	Side screen on A/V drawings: Screen Innovations S3WF150SL-5S12W110SIO 150" Projection Screen.	1	Ea.	\$	\$
34.	Equipment for "H4" data location on A/V drawings: Extron XTP SR HD 4K Scaling Receiver for HDMI, for "P1" projector. Part No. 60-1524-02.	1	Ea.	\$	\$
35.	Data Connection for "H4" data location on A/V drawings: Wiremold 2400 Surface-mount junction box, white, with matching 2-port faceplate. Provide Cat 6 data jack for XTP cabling and blank, white insert for second jack position.	1	Ea.	\$	\$
36.	"H5" data locations on either side of stage on A/V drawings: Extron XTP R HWP 201 4K HDMI Decorator Style Receiver – Black. Part No. 60-1629-22.	2	Ea.	\$	\$
37.	"H5" on side wall in A/V drawings: Extron XTP R HWP 101 4K Transmitter for HDMI - Decorator-Style Wall plate – Black. Part No. 60-1611-12.	1	Ea.	\$	\$
38.	"H5" in floor boxes on A/V drawings: Extron XTP T HWP 101 4K Transmitter for HDMI - Decorator-Style Wall plate – Black. Part No. 60-1611-12	3	Ea.	\$	\$
39.	"M1" Microphone Jack in A/V drawings: Microphone Jack to fit in Existing Stage Floor Boxes.	3	Ea.	\$	\$

40.	Extron 26-726-300 HDMI Premium High Speed Optical Cables - Plenum up to 300'.	1	Ea.	\$	\$
41.	"TP" Touch Panel on A/V drawings: Extron 60-1566-02 10" Wall Mount TouchLink® Pro Touchpanel – Black.	1	Ea.	\$	\$
42.	Extron 70-1141-23 Recessed Wall Mount Kit for TLP Pro 1025M, TLP Pro 725M, TLS 1025M, and TLS 725M.	1	Ea.	\$	\$
43.	"PS" partition sensor on A/V drawings: Extron 60-1705-03 eBUS Partition Sensor.	1	Ea.	\$	\$
44.	"A1" Audio Speakers on A/V drawings: Extron SpeedMount Two-Way Surface Mount SM28 Speakers with 8" Woofer (Pair) - White. Part No. 60-1309-03.	3	Ea.	\$	\$
45.	"S1" Paging Speakers on A/V drawings: Extron 60-1881-03 SoundField XD 6.5" Two-Way Ceiling Speaker with Low Profile Back Can (Pair).	1	Ea.	\$	\$
46.	Installation and Misc. Materials – Sycamore A Audiovisual, with cabling installation, including sleeves, conduit or raceway where needed (see Head End Installation for additional cabling material for this room).	1	LS	\$	\$
SUBTOTAL – SYCAMORE A AUDIOVISUAL:					
III.	SYCAMORE B AUDIOVISUAL				
47.	Side Screen of A/V Drawings: Screen Innovations S3WF150SL-5S12 / 110SIO 15" Projection Screen.	1	Ea.	\$	\$
48.	"H1" on side wall in A/V drawing: Extron XTP T HWP 101 4K Transmitter for HDMI - Decorator-Style Wall Mount – Black. Part No. 60-1611-12.	1	Ea.	\$	\$
49.	Extron 26-726-300 HDMI Premium High Speed Optical Cables - Plenum up to 300'.	1	Ea.	\$	\$
50.	"TP" Touch Panel on A/V drawings: Extron 60-1566-02 10" Wall Mount TouchLink® Pro Touchpanel – Black.	1	Ea.	\$	\$
51.	Extron 70-1141-23 Recessed Wall Mount Kit for TLP Pro 1025M, TLP Pro 725M, TLS 1025M, and TLS 725M.	1	Ea.	\$	\$
52.	"A1" Audio Speakers on A/V drawings: SpeedMount Two-Way Surface Mount SM28 Speakers with 8" Woofer (Pair), including Yoke Mount - white. Part No. 60-1309-03.	3	Ea.	\$	\$
53.	"S1" Paging Speakers on A/V drawings: Extron 60-1881-03 SoundField XD 6.5" Two-Way Ceiling Speaker with Low Profile Back Can (Pair).	1	Ea.	\$	\$
54.	Installation and Misc. Materials – Sycamore B Audiovisual with cabling installation, including	1	LS	\$	\$

	sleeves, conduit or raceway where needed (see Head End Installation for additional cabling material for this room).				
SUBTOTAL – SYCAMORE A & B AUDIOVISUAL: \$					
IV. CREEK SIDE TERRACE AUDIO					
55.	"A2" Exterior Audio Loudspeakers on A/V drawings: Bogen LB8TW 8" 2-way Weatherproof Loudspeaker with Built-in 70V Transformer, White.	2	Ea.	\$	\$
56.	Installation and Misc. Materials – Creek Side Terrace Audio with cabling installation, including sleeves, conduit or raceway where needed (see Head End Installation for additional cabling material for this room).	1	LS	\$	\$
SUBTOTAL - CREEK SIDE TERRACE AUDIO: \$					
V. ORCHARD TERRACE AUDIO					
57.	"A2" Exterior Audio Loudspeakers on A/V drawings: Bogen LB TW 8" 2-way Weatherproof Loudspeaker with Built-in 70V Transformer, White.	2	Ea.	\$	\$
58.	Installation and Misc. Materials – Orchard Terrace Audio with cabling installation, including sleeves, conduit or raceway where needed (see Head End Installation for additional cabling material for this room).	1	LS	\$	\$
SUBTOTAL - ORCHARD TERRACE AUDIO: \$					

TOTAL LUMP SUM BASE BID ITEMS I, II, III, IV, V AMOUNT IN NUMBERS: \$ _____

TOTAL LUMP SUM BASE BID ITEMS I, II, III, IV, V AMOUNT IN WORDS: _____

SCHEDULE OF PRICES – BID ALTERNATES

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	SUBTOTAL
ADDITIVE BID ALTERNATE NO. 1:					
I.	JACARANDA A & B AUDIOVISUAL		Ea.	\$	\$
1.	Samsung 85" AU8000 Crystal UHD 4K Smart TV (Consumer Grade). Part No. UN85AU8000.	2	Ea.	\$	\$
2.	Chief PDR UB Full Motion Mount.	2	Ea.	\$	\$
3.	Equipment for "H3" data location on A/V drawings: Extron XTP SR HD 4K Scaling Receiver for HDMI, for flat panel display. Part No. 60-1524-02.	2	Ea.	\$	\$
4.	New Trim Ring within the wall, with single-gang 2-port faceplate - white. Provide Cat 6 data jack for XTP cabling and blank, white insert for second jack position. Provide 2' Cat 6 patch cable – white.	2	Ea.	\$	\$
5.	Extron 26-726-300 HDMI Premium High Speed Optical Cables - Plenum up to 300'.	2	Ea.	\$	\$
6.	"H1" on A/V drawings: Extron 60-1611-1 XTP Transmitter for HDMI - Decorative-Style Wall plate – White.	2	Ea.	\$	\$
7.	"TP" Touch Panel on A/V drawings: Extron 60-1563-02 7" Wall Mount TouchLink® Pro Touchpanel – Black.	2	Ea.	\$	\$
8.	Extron 70-1141-23 Recessed Wall Mount Kit for TLP Pro 1025M, TLP Pro 725M, TLP Pro 1025M, and TLS 725M.	2	Ea.	\$	\$
9.	"PS" Partition Sensor on A/V drawings: Extron 60-1705-03 eBeam Partition Sensor.	1	Ea.	\$	\$
10.	"WA" Wireless Microphone Antenna on A/V Drawing: Shure MXWAP14 Microflex Wireless Access Point Transceiver. Provide drywall trim ring and faceplate with cable grommet for cabling.	1	Ea.	\$	\$
11.	Shure MXWNC4 Microflex Wireless 4-CH NETWORKED CHARGING STATION.	1	Ea.	\$	\$
12.	Shure MXW2/SM58 Microflex Wireless Handheld Transmitter with SM58® Microphone (Includes one SB902 Battery).	2	Ea.	\$	\$
13.	Shure MXW1 Microflex Wireless hybrid bodypack transmitter.	2	Ea.	\$	\$
14.	Shure CVL Centraverve Lavalier Condenser Microphone.	2	Ea.	\$	\$
15.	Williams Sound FM+ FM & Wi-Fi Assistive Listening System (4 Receivers) (2) Neck Loops. Part No. FM 557.	1	Ea.	\$	\$

16.	"A1" Audio Speakers on A/V drawings: SpeedMount Two-Way Surface Mount SM28 Speakers with 8" Woofer (Pair). Part No. 60-1309-03.	4	Ea.	\$	\$
17.	"S1" Paging Speakers on A/V drawings: Extron 60-1881-03 SoundField XD 6.5" Two-Way Ceiling Speaker with Low Profile Back Can (Pair).	1	Ea.	\$	\$
18.	Installation and Misc. Materials – Jacaranda A & B Audiovisual with cabling installation to Head End, including sleeves, conduit or raceway where needed.	1	LS	\$	\$
BID ALTERNATE NO. 1 TOTAL:					
ADDITIVE BID ALTERNATE NO. 2:					
I.	SYCMORE A & B – NEW PROJECTORS FOR SIDE SCREENS				
1.	"P1" Projector on A/V drawings: NEC/NP-PV800UL-41ZL WUXGA 1920 x 1200 8000 LMNS LCD Laser Projector with NP41Z Lens – White.	1	Ea.	\$	\$
2.	Chief KITEZ006W Projector Ceiling Mount Kit – White.	2	Ea.	\$	\$
3.	Equipment for "H4" data location on A/V drawings: Extron XTP SR HD 4K Scaling Receiver for HDMI, for "P1" Projector. Part No. 60-1524-02.	2	Ea.	\$	\$
4.	Data Connection for "H4" data location on A/V drawings: Wiremold 2400 Surface-mount junction box, white, with matching 2-port faceplate. Provide Cat 6 data jack for XTP cabling and blank, white insert for second jack position. Provide Cat 6 patch cable by manufacturer to match cabling color: white.	2	LS	\$	\$
5.	Extron 26-726-300 HDMI Premium High Speed Optical Cables - Premium up to 300'.	2	Ea.	\$	\$
6.	Installation and Misc. Materials – Sycamore A & B – New Projectors for Side Screens, with cabling installation to Head End, including sleeves, conduit or raceway where needed.	2	LS	\$	\$
BID ALTERNATE NO. 2 TOTAL:					
ADDITIVE BID ALTERNATE NO. 3:					
I.	SYCAMORE A – ADDITIONAL PROJECTOR & SCREEN AT REAR OF STAGE / 2 FLAT PANEL DISPLAYS				
1.	"P2" Projector on A/V drawings: Short Throw Projector. NEC/NP-PV800UL-41ZL WUXGA 1920 x 1200 8000 LMNS LCD Laser Projector with NP41Z Lens – White.	1	Ea.	\$	\$
2.	Screen Innovations S3TE200PG-6S24W110SIO	1	Ea.	\$	\$

	200" 16:9 Wall-Mounted Projection Screen.				
3.	Chief Wall Mounting Hardware for "P2" Projector.	1	Ea.	\$	\$
4.	Equipment for "H3" data location on A/V drawings: Extron XTP SR HD 4K Scaling Receiver for HDMI, for "P1" Projector. Part No. 60-1524-02.	1	Ea.	\$	\$
5.	Data Connection for "H3" data location on A/V drawings: Wiremold 2400 Surface-mount junction box, white, with matching 2-port faceplate. Provide Cat 6 data jack for XTP cabling and blank white insert for second jack position. Extend Wiremold 2400 raceway across wall to A/V Head End Room. Provide 4' Cat 6 patch cable by manufacturer to match cabling – color: white.	1	Ea.	\$	\$
6.	Installation and Misc. Materials - Additional Projector & Screen at Rear of Stage, with cabling installation to Head End, including sleeves, conduit or raceway where needed.		LS	\$	\$
7.	Samsung 85" AU8000 Crystal UHD 4K Smart TV (Consumer Grade). Part No. UN85AU8000	2	Ea.	\$	\$
8.	Chief Static Wall Mount.	2	Ea.	\$	\$
9.	Equipment for "H3" data location on A/V drawings: Extron XTP SR HD 4K Scaling Receiver for HDMI, for flat panel display. Part No. 60-1524-02.	2	Ea.	\$	\$
10.	Fish wall from above soffit down to new trim ring in the wall. Provide single gang 2-port faceplate - white. Provide Cat 6 data jack for XTP cabling and blank, white insert for second jack position. Provide 2' Cat 6 patch cable by manufacturer to match cabling – color: white.	2	Ea.	\$	\$
11.	Installation and Misc. Materials - 2 Flat Panel Displays, with cabling installation to Head End, including sleeves and conduit or raceway where needed.	1	LS	\$	\$
12.	Deduct "H5" data locations on either side of stage on A/V drawings from the project: Extron XTP SR WP 201 4K HDMI Decorator-Style Receiver – Black. Part No. 60-1629-22.	-2	Ea.	\$	\$
BID ALTERNATE NO. 3 TOTAL:					
ADDITONAL BID ALTERNATE NO. 4:					
I.	PAGING SYSTEM IN HALLWAYS & OSO LOUNGE				
1.	"S2" Speakers shown on A/V Drawings: Extron SF 3PT SoundField 3" Full-Range Pendant Speakers. Quantity: 2 (1 pair).	3	Ea.	\$	\$
2.	Speaker Cabling and Installation to Head End, including sleeves, and conduit or raceway	3	LS	\$	\$

	where needed.				
3.	“S3” Speakers shown on A/V Drawings: Extron SM28T SpeedMount Compact Full-Range Surface Mount Paging Speakers, with mounting brackets - white. Quantity 2 (1 pair). Part No. 60-1309-13	2	Ea.	\$	\$
4.	Speaker Cabling and Installation to Head End, including sleeves, and conduit or raceway where needed.	2	LS	\$	\$
5.	“S3 BLK” Speakers shown on A/V Drawings: Extron SM28T SpeedMount Compact Full-Range Surface Mount Paging Speakers, with mounting brackets - black. Quantity 2 (1 pair). Part No. 60-1309-12	3	Ea.	\$	\$
6.	Speaker Cabling and Installation to Head End, including sleeves, and conduit or raceway where needed.	3	LS	\$	\$
7.	Installation per pair – Paging System	8	LS	\$	\$
BID ALTERNATE NO. 4 TOTAL:					\$

TOTAL LUMP SUM BASE BID ITEMS I, II, III, IV, V, PLUS ADDITIVE BID ALTERNATES 1-4 AMOUNT IN NUMBERS: \$ _____

TOTAL LUMP SUM BASE BID ITEMS I, II, III, IV, V, PLUS ADDITIVE BID ALTERNATES 1-4 AMOUNT IN WORDS: _____

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The City will establish the low bidder by the sum of the base bid plus bid alternates regardless of whether the bid alternates are awarded. The Contractor agrees that his bid, or any bid item, will not be invalidated by this action.

In case of a variation between the unit price and the totals shown by Bidder, the unit price will be considered to be the bid.

The Contractor shall complete this Bid Proposal Sheet for use only by Agency for comparison of bids and compensation to the Contractor for this project. The estimated quantities and itemized descriptions listed in the Bid Proposal Sheets are supplied to give an indication of the general scope of the work. Unit prices are intended to be the basis additions, deletions or substitutions to the work, if required. The accuracy of the estimated quantities is not guaranteed. The bidder shall make his own estimate from information included in the contract documents and from field inspections. **The work to be performed shall include, but not be limited to, the items described. The bid shall include the furnishing of labor, services, tools, equipment, materials, appurtenances, and incidentals necessary to install or complete all work contemplated per the plans and specifications. Any work required per the plans and specifications for which there is no specific bid item shall be considered as included in the various bid items of work (unless listed by bidder under miscellaneous elements and no additional compensation will be allowed therefor.** The City reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work that may be deemed necessary or expedient by the City.

NOTE: The City places special emphasis on the presence of the Contractor's representative at all times while work is being performed. A representative from the prime Contractor shall be present at all times. The Contractor must include this cost in its bid. Failure to have the prime Contractor's representative present in accordance with Section 7-6 of the Standard Specifications shall result in the deduction of \$1,000 per day from progress payments to the Contractor. The unit quantities listed in the Proposal Bid Sheet are approximate only. Upon completion of construction, if the actual quantities show either an increase or decrease from the quantities given in the Proposal Bid Sheet, the Contract Unit Prices will prevail subject to the provisions of Subsection 3-2.2.1 (unless otherwise specified). 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 of the Plan lines. No compensation will be allowed for disposing of rejected or excess material.

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the AGENCY in the amount of ten percent (10%) of the total amount bid.

Bidder's Name _____

Telephone No. _____

It is understood and agreed that:

1. The undersigned has carefully examined all contract documents which will form a part of the Contract; including, the Notice Inviting Bids, the Instruction to Bidders, the Proposal, the Information Required of Bidders, the Agreement, the Faithful Performance Bond, the Labor and Material Bond, the Specifications including Conditions of the Contract and Technical Provisions.
2. The undersigned has, investigated the site of the work and otherwise, and is satisfied as to the nature and location of the work and is fully informed as to all conditions and matters which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and further understands that the City of Mission Viejo will be in no way responsible for any errors or omissions in the preparation of the Proposal.
4. The undersigned agrees, acknowledges and is aware of the provisions of Section 2600 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of this Contract if it is awarded to the undersigned.

The undersigned will begin work after Notice of Award has been given as herein specified and provided all requirements in regard to bonds and insurance have been satisfied and will complete said work within the time specified. The undersigned will execute the Agreement and furnish the required statutory bonds and Certificates of Insurance within the period of time specified in the Instructions to Bidders.

5. The undersigned hereby certifies that this Proposal is genuine and not sham or collusive, or made in the interest or in behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure any advantage over any other bidder.
6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which the undersigned submitted a bid. The awards for such work are to be entirely at the discretion of the City of Mission Viejo after evaluation of the bids as submitted.

The undersigned agrees that the City of Mission Viejo shall recover or retain as liquidated damages all amounts equal to ten percent (10%) of the total amount of the award made, all in accordance with the foregoing stipulations, in the event the undersigned fails to execute a Contract and furnish the required bonds and insurance therefor within the time provided.

7. Submission of a bid will be deemed a binding offer to enter into the attached contract on the terms contained therein for 45 days from the bid opening.

Signature of Bidder: _____

Name (typed): _____

Telephone No.: _____

Respectfully submitted,

Contractor's Business Name

By

Business Address

Title

City, State, Zip

Business Phone Number

Date

Bidder shall signify receipt of all addenda hereof, if any:

Addendum No.

Date Received

Bidder's Signature



City of Mission Viejo

200 Civic Center

Mission Viejo, CA 92691

Phone (949) 470-3059

purchasing@cityofmissionviejo.org

Vendor Approval Application

Please type or print in black ink. All vendor information must be complete and application must be signed. A signed Form W-9 must accompany this application.

Name of City Employee requesting this information: _____

Business Information:

*Company Name _____

*Address _____ *Suite _____

*City _____ *State _____ *Zip _____

*Contact Name/Title _____ Email _____

*Phone () _____ *Web _____

Accts Receivable Contact Name _____ E-Mail _____

*Remit Address _____ *State _____ *Zip _____

Accts Receivable Phone _____

Where is your DBA registered? _____

Year Established _____ Incorporated: Year _____ State _____

Product or Services provided _____

Standard Terms:

Net 30 2% 10 Net 30 Other _____

Current California License or Certifications(s) (Examples: Contractor, Instructors, Health Dept, Architectural, Sports/Fitness, etc.):

Type _____ Number _____

Type _____ Number _____

Type _____ Number _____

DIR Registration (if applicable) _____ Number _____

Company Ownership:

Sole Proprietorship Partnership Corporation Other (please indicate) _____

*Information is subject to disclosure under the Public Record Act

Principal Ownership or Corporate Officers:

Name	Title
_____	_____
Name	Title
_____	_____
Name	Title
_____	_____

References:

Please list three companies with whom you are currently doing business

Company Name	Phone ()	
_____	_____	
Address	Suite	
_____	_____	
City	State	Zip
_____	_____	_____
Company Name	Phone ()	
_____	_____	
Address	Suite	
_____	_____	
City	State	Zip
_____	_____	_____
Company Name	Phone ()	
_____	_____	
Address	Suite	
_____	_____	
City	State	Zip
_____	_____	_____

Do you have a relationship with any existing City of Mission Viejo employee, Commissioner, Council member or Board member? YES NO If yes, please describe relationship below:

Certification:

Under penalty of perjury, I certify that all information provided on this application is true and correct.

Signature of Company Officer	Title
_____	_____
Please Print Name	Date
_____	_____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check the box for a single-member LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ (Applicable to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.
6 City, state, and ZIP code
7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to Get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
or				
Employer identification number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any), and the information that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the trust, and not the trust; and
- In the case of a U.S. trust (other than a trust that is not a U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding on Tax on Resident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 2 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C=C corporation; or S=S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- General: individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or an individual retirement plan as defined in section 7701(a)(12)
- B—The United States or any of its agencies or territories
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States of any state
- G—A real estate investment trust
- H—A registered investment company as defined in section 851 or an entity registered that assumes during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to obtain an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. To apply for an ITIN, get Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual of the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The proprietor ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust ⁴	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an EIN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled and more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

DO NOT COPY

CITY OF MISSION VIEJO

AGREEMENT WITH FOR NPM COMMUNITY AND SENIOR CENTER AUDIO AND VISUAL REPLACEMENT AND IMPROVEMENT SERVICES OVER \$30,000 (Insurance Required)

THIS AGREEMENT is made and effective as of _____, 2_____, between the City of Mission Viejo, a California general law city and municipal corporation ("City") and _____ ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on _____, 2_____, and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____, 2_____, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding this limit on term, some duties and obligations may survive the termination, lapse, or completion of this Agreement.

2. **SERVICES.** Contractor shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**.

3. **PERFORMANCE.** Contractor shall at all times faithfully, competently, and to the best of their ability, experience, and talent perform all tasks described herein. Contractor represents to the City that it has the qualifications and equipment/technology necessary to competently and reasonably perform the tasks required by this Agreement. Contractor shall employ, at a minimum, generally accepted standards, practices, and equipment utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. The City agrees to pay Contractor monthly in arrears, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed _____ **Dollars** (\$_____) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Any terms or conditions set forth in **Exhibit A or Exhibit B**, which do not describe the work to be performed, the payment rates and terms, or the payment schedule have not been agreed to by the City and shall not be deemed a part of this Agreement.

b. Contractor shall not be compensated for any services rendered in connection with the performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council or, if pursuant to its authority, the City Manager, or their designee. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager or the City's representative and Contractor at the time City's written authorization is given to Contractor for the performance of said services. The City Manager may approve additional work not to exceed 15% of the contract amount approved by City Council or \$30,000, whichever is less. Any additional work in excess of this amount shall be approved by the City Council.

c. Contractor shall submit reasonably detailed invoices monthly for actual services performed and, as applicable, equipment and materials acquired. Invoices shall be submitted on or about the first business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

d. Notwithstanding the above provisions, Contractor shall not be paid for any work performed until it has submitted to the City a fully completed and executed Internal Revenue Service Form W-9.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

a. The City may at any time, with or without cause, in its sole discretion, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice of the decision. City shall not be obligated to explain its reasons for termination. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not constitute a void or invalidate the remainder of this Agreement.

b. In the event this Agreement is suspended or terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of suspension or termination, provided that the work performed is of value to the City and consistent with the Agreement. Upon suspension or termination of the Agreement pursuant to this Section, the Contractor will, as a precondition to being compensated, submit an invoice to the City consistent with Section 4.

6. DEFAULT OF CONTRACTOR

a. The Contractor's failure to comply with the provisions of this Agreement shall constitute a material default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and may terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

b. If the City Manager or their delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) calendar days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement.

7. OWNERSHIP OF DOCUMENTS.

a. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in

accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, video and sound recordings, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

c. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the use of the design at a location other than that specified in Exhibit A without the written consent of the Contractor.

d. Notwithstanding anything to the contrary, Contractor, including all persons, firms, or entities with which it may interact, shall provide City all records pursuant to the California Public Records Act at City's request. This duty and obligation shall survive the lapse, termination, or completion of this Agreement. No cost shall be charged to the City related to compliance with this provision.

8. INDEMNIFICATION. The Contractor agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, consultants, employees, attorneys, agents, and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the City, its officers, officials, consultants, employees, attorneys, agents, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the negligence of the City. This section shall, without limitation, survive the termination, lapse, or completion of this Agreement.

9. INSURANCE REQUIREMENTS. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Contractor agrees to provide insurance in accordance with the requirements set forth in **Exhibit C**. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement, or endorse the existing coverage to do so. This duty or obligation shall survive the lapse, termination, or completion of this Agreement.

10. INDEPENDENT CONTRACTOR.

a. Contractor is and shall at all times remain as to the City a wholly independent contractor having only the contractual duties and obligations agreed upon as memorialized in this Agreement. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, officials, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against or for City, or bind City in any manner, whether in law or equity.

b. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay, nor be deemed to have paid or delivered salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES. The Contractor shall keep itself informed of all County, State, and Federal laws and regulations, which in any manner affect its requirements under this Agreement, and those employed by it or in any way affect the performance of its service, duties, and obligations pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, its officers, officials, employees, attorneys, agents, and volunteers shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section. This section shall survive, without limitation, the termination, lapse or completion of this Agreement.

12. RELEASE OF INFORMATION

a. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors shall not, without written authorization from the City or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City prior notice of such court order or subpoena.

b. Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order, or subpoena from any person regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply the right of or require City to control, direct, or rewrite said response.

13. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the Party as set forth below or at any other address as that Party may later designate by subsequent written notice:

To City: City of Mission Viejo
200 Civic Center
Mission Viejo, CA 92691
Attention: City Manager

To Contractor:

14. ASSIGNMENT. The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City, which City may grant or withhold in its sole and absolute discretion, with no obligation to disclose the basis for its decision to any person, firm, entity, or Party. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City and the Contractor.

15. LICENSES. At all times during the term of this Agreement and prior to commencement of any work under this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW. The City and Contractor agree that the laws of the State of California, or, as necessary, the laws of the United States Federal government, shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

17. LITIGATION. Any litigation concerning this Agreement commenced by a Party or any person, firm or entity claiming under Contractor shall be filed and have venue in the municipal, superior or federal district court with geographic jurisdiction over the City of Mission Viejo.

18. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, direct or implied, are merged into this Agreement and shall be of no further force or effect. Each Party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. Each Party has had the opportunity to have this Agreement reviewed by independent legal counsel of its own selection and is not relying on any representations, opinions, or advice of the other Party.

19. AUTHORITY TO EXECUTE THIS AGREEMENT. The person or persons executing this Agreement on behalf of Contractor warrant and represent that they have the authority to execute this Agreement on behalf of the Contractor and have the authority to bind

EXHIBIT A

TASKS TO BE PERFORMED

**NPM COMMUNITY AND SENIOR CENTER
AUDIO AND VISUAL REPLACEMENT AND IMPROVEMENTS**

The Contractor and all Subcontractors, of any tier, must comply with the requirements of the California Labor Code including but not limited to Sections §§1715.5, 1725.5, 1771.1, 1771.1a, 1771.4(a)(1), 1774, 1775, 1776, 1777.5, 1813 and 1815. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to requirements of Public Contract Code Section 4104, nor shall it be qualified to enter into, or engage in the performance of, any contract of public work, unless it is currently registered and qualified under Labor Code Section 1725.5 to perform public work (a "public work" is defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) [Note: Required in the Notice by Labor Code §1771.1(b).]

Contractors are required to register with the Department of Industrial Relations (DIR). Notwithstanding any other requirements (*including federal labor requirements*), this contract is subject to compliance monitoring and enforcement by the Department of Industrial relations (DIR).

EXHIBIT B

PAYMENT SCHEDULE

Net 30 days.

DO NOT COPY

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to commencement of Work, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, and any additional length of time required thereafter, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Contractor shall maintain a policy of general liability insurance against any and all claims arising out of or in connection with the work to be performed under this Agreement with coverage at least as broad as ISO form CG 00 01. Contractor shall provide coverage in an amount not less than two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage, and a four million dollar (\$4,000,000.00) completed operations aggregate. The policy shall be endorsed to reflect that the per occurrence and aggregate coverage shall apply on a per PROJECT basis, coverage available shall not be eroded by other claims on other projects. The policy must include contractual liability that has not been excluded. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Coverage provided by Contractor shall be primary, and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. This policy shall name City, its officers, officials, employees, agents, and volunteers as additional insureds, covering both ongoing and completed operations, using ISO additional insured endorsement forms CG 20 10 and CG 20 37, or equivalent form(s). Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form SA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than one million dollars (\$1,000,000.00) combined single limit for each accident.

Workers' Compensation and Employer's Liability. Contractor acknowledges awareness of Section 3700 et seq. of the California Labor Code, which requires every employer to be insured against liability for workers' compensation. Contractor covenants that it shall comply with such provisions prior to commencement of work performed under this Agreement. Contractor shall maintain workers' compensation insurance with statutory limits and employer's liability insurance in an amount not less than one million dollars (\$1,000,000.00) per accident for bodily injury or disease. Contractor shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of subcontractors' employees. Contractor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers. Contractor shall similarly require all subcontractors to waive subrogation.

Umbrella or Excess Liability Insurance. (If required to meet higher limits). Contractor shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the

following terms and conditions:

- A. A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- B. "Pay on behalf of" wording as opposed to "reimbursement";
- C. Concurrency of effective dates with primary policies.

Should Contractor obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

Installation floater. Contractor shall obtain an installation floater for the value of and covering the portion of the work to be constructed, installed, altered, or repaired by the Contractor. The installation floater policy must include coverage for the fixtures, materials, supplies, machinery, equipment used in or incidental to the construction project, and property kept off-site or while in transit. Coverage must include the property of others in the Contractor's care, custody, or control. In addition to the Contractor, the City and all subcontractors shall be named additional insureds on the policy, extending coverage through the final completion date.

Other Insurance Provisions:

Proof of Insurance. Contractor shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Management prior to commencement of Work. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Requirements not Limiting. Requirements of specific coverage features or limits contained herein are not intended as a limitation on coverage, limits on other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver or limitation of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Duration of coverage. Contractor shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work under this Agreement by Contractor, their agents, representatives, employees, or

subcontractors/subconsultants. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before City's own insurance or self-insurance shall be called upon to protect it as a named insured. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or reduce the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subcontractors/subconsultants.

Additional Insured Status. The general liability, automobile liability, and umbrella/excess liability policies shall provide, or be endorsed to provide that the City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and Completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall

not contain any cross-liability exclusions.

Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt required, has been given to the City. Contractor agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Contractor's insurers are unwilling to provide such notice, then Contractor shall have the responsibility of notifying City immediately in the event of Contractor's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Timely notice of claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Any failure to comply with reporting or other provision of the policy, including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Self-Insured Retentions

Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Certification of Coverage

Contractor shall furnish the City with original endorsements effecting coverage required herein. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before Work commences. Contractor's insurer shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Subcontractors

Contractor agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Contractor (hereinafter collectively "subcontractor"), provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Contractor's subcontractor cannot comply with this requirement, which proof must be submitted to the City, Contractor shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, with limits less than required of the Contractor, but in all other terms consistent with the Contractor's requirements herein. This provision does not relieve the Contractor of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Contractor with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Contractor herein given the limited scope of work or services provided by the subcontractor. Contractor agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to City for review.

CITY OF MISSION VIEJO

**COMPENSATION INSURANCE CERTIFICATE
NPM COMMUNITY AND SENIOR CENTER
AUDIO AND VISUAL REPLACEMENT AND IMPROVEMENTS**

Pursuant to Section 1861 of the State Labor Code (amended by Stats. 1979, C.373, p. 1343), before beginning the Work, the Contractor shall furnish to the City Engineer a certificate of insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

Before beginning the Work, the Contractor shall furnish to the City Engineer a certificate of insurance as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

Contractor, prior to commencing work, shall sign and file with the City of Mission Viejo a certification as follows:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's 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.

CONTRACTOR

By: _____

Title: _____

Date: _____

Section 3700 of the State Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

(Amended by Stats, 1978, c. 1379, p. 4571)

Compensation Insurance Certificate

To be Submitted with Contract Agreement

CITY OF MISSION VIEJO

GENERAL SPECIFICATIONS

**NPM COMMUNITY AND SENIOR CENTER
AUDIO AND VISUAL REPLACEMENT AND IMPROVEMENTS**

SCOPE OF WORK

The Work to be done consists of furnishing all permits, licenses, testing, materials, equipment, tools, labor and incidentals as required by the Contract Documents to construct the above-stated project, as well as any other duties or obligations of Contractor under the Contract Documents.

The general items of Work include:

1. Base Bid – Audio and visual (A/V) replacement and improvements of leadend equipment for all meeting room improvements. A/V replacement and improvements for Sycamore A and B, Creek Side Terrace, and Orchard Terrace.
2. Alternate 1 – A/V replacement and improvement for Jacaranda A and B.
3. Alternate 2 – Sycamore A and B -New projectors or side screens.
4. Alternate 3 – Sycamore A- Additional projectors and screens at rear of stage / 2 flat panel displays.
5. Alternate 4 – Paging in hallway and Os lounge NPMCC facility.

The above improvements to include but are not limited to, A/V equipment, installation, configuration, and support, and all appurtenant Work.

LOCATION OF WORK

The general locations and limits of the Work are as follows:

Norman P. Murray Community and Senior Center – 24932 Veterans Way in Mission Viejo.

TIME OF COMPLETION

The Contractor shall Complete all Work in every detail within 120 working days (as defined in the Greenbook Standard Specifications; see below) after the date of the Notice to Proceed, exclusive of maintenance periods.

PERFORMANCE OF AT LEAST 50% OF THE WORK

Per Standard Specifications section 2-3.2, the Contractor must perform at least 50% of the Work itself, except that any designated “Specialty Item” may be performed by subcontractors and the amount of any such “Specialty Items” so performed will be deducted from the contract price before

computing the amount required to be performed by the Contractor with its own organization. No specialty items have been designated for this project.

UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48 hours notice to the Underground Service Alert by calling 1/800/422-4557.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

Southern California Gas Company
1919 South State College
Anaheim, California 92803
Steve Alcalá (714) 634-3185

Cox Communications
29947 Avenida de las Bandejas
Rancho Santa Margarita, California 92688
Steve Demora (949) 757-7524

AT&T California
1265 North Van Buren, Room 180
Anaheim, California 92807
Leslie Monty
(714) 666-5467

City of Mission Viejo
Public Services Department
27204 East La Paz Road
Mission Viejo, California 92692
(949) 470-3064

Southern California Edison
14155 Bake Parkway
Irvine, California 92619
Andrew MacBeth
(949) 458-4618

Rancho Santa Margarita Water District
26111 Antonio Parkway
Rancho Santa Margarita, California 92688
Bart Lantz
(949) 459-6505

Metropolitan Water District
P.O. Box 54153
Los Angeles, California 90054-0153
(213) 777-6000

Moulton-Niguel Water District
27500 La Paz Road
Laguna Niguel, California 92656
Ray McDowell
(949) 425-3527

The California Public Utilities Commission mandates that, in the interest of public safety, mainline gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify the Southern California Gas Company's Headquarters Planning Office at (714) 399-0680, at least two (2) working days prior to the start of construction.

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from its operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period and shall be responsible for preparation

and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities.

By submitting a bid, the Contractor acknowledges the above-referenced utility work to be done in conjunction with this project. The Contractor shall schedule its work and conduct its operations so as to permit access and time for the required utility work to be accomplished during the progress of the work.

The Contractor shall coordinate with each utility company as to the extent of required work and the time required to do so. The Contractor shall include this time in its schedule. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface, or other waters will be encountered at various times during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly; and Contractor submitting a bid assumes all said risk.

The Contractor shall conduct his operations in such a manner that storm or other existing waters may proceed uninterrupted along their existing street or drainage courses. Diversions of water for short reaches to protect construction in progress will be permitted if public and/or private properties, in the opinion of the Engineer, are not subject to probability of damage. The Contractor shall obtain written permission from the applicable public agency or property owner before any diversion of water outside of public right-of-way will be permitted.

REMOVAL OF WATER

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water, nor shall water be allowed to rise over them until the concrete or mortar has set. Dewatering for the structures and pipelines shall commence when ground water is first encountered and shall be continuous until such time as water can be allowed to rise in accordance with the above paragraph. Dewatering shall be accomplished by well points or some other method which will insure a dry hole and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer.

Disposal of water from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water Quality Control Act of 1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3.

Full compensation of dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefore.

TRENCH SAFETY AND SHORING EXCAVATION

In accordance with Section 6500 of the Labor Code, the Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation which is five feet or more in depth and into which a person is required to descent.

The Contractor shall furnish all labor, equipment, and materials required to design, construct, and remove all sheeting, shoring, and bracing or other equivalent method of support of this project.

Excavation for any trench five (5) feet or more in depth shall not begin until the Contractor has received approval from the Engineer of the Contractor's detailed plan for worker protection from hazards of caving ground. Such plan shall be submitted at least five (5) days before the Contractor intends to begin excavation and shall show the details of the design of shoring, bracing, sloping, or other provisions to be made for worker protection during excavation. No such plan shall allow the use of shoring, sloping, or a protective system less effective than required by Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by the Engineer who is registered as a Civil or Structural Engineer in the State of California.

Prior to beginning of excavations requiring shoring, the Contractor shall designate in writing to the Engineer someone whose responsibility it is to supervise the project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring and bracing.

In addition to shoring the excavation in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Contractor shall be solely responsible for any damages which may result from his failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the project.

The Contractor shall include in his bid all costs for the above requirements. Full compensation for sheeting, shoring, bracing, and all other things necessary shall be considered as included in the appropriate bid item of work, and no additional allowance will be made therefore.

CONSTRUCTION FENCING

The Contractor shall furnish and install temporary 6' ht construction fencing enclosing all construction areas protecting the public from potential harm. This temporary fencing shall not block sidewalks or access roads unless approved in writing by the City. The fencing location shall be approved by the City and shall remain in place through the maintenance period, unless the City directs otherwise. Fencing shall include privacy shade cloth.

STANDARD SPECIFICATIONS

The Standard Specifications of the City are contained in the most recent edition of the Standard Specifications for Public Works Construction, including all supplements as written and promulgated by the Joint Cooperative Committee of the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications (the "Greenbook") are available from the publisher:

Building News, Incorporated
1612 South Clementine Street, Suite A
Anaheim, California 92802
(714) 517-0970

The section numbers of the City's General Provisions and Special Provisions coincide with those of the Standard Specifications for Public Works Construction. Only those sections requiring amendment or elaboration, or specifying options, are called out.

Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and perform all the work, involved in executing the contract.

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates

The Contractor and all Subcontractors shall be required to adhere to the general prevailing rate of per diem wages as determined and published by the State Director of the Department of Industrial Relations, pursuant to Sections 1773, 1773.1, and 1773.2 of the California Labor Code. Copies of these rates and the latest revisions thereto are on file in the Office of the Secretary of the Board of Directors and are available for review upon request.

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the State Labor Code. Section 1774 and 1775 require the Contractor and all Subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the contract and specify fines and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all Subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works

project which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other Contractors on the public work site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules, and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

CLAYTON ACT AND CARTWRIGHT ACT

Section 4551 of the State Government Code specifies that in executing a public works contract with the City to supply goods, services, or materials the Contractor or Subcontractors offer and agree to assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 4 of the Business and Professional Code arising from purchase of goods, services, or materials pursuant to the contract or subcontract. This assignment shall become effective when the City tenders final payment to the Contractor without further acknowledgment by the parties.

SUBSTITUTION OF SECURITIES

In conformance with the State of California Government Code Chapter 13, Section 4590, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State- or Federally-chartered bank as the escrow agent who shall pay such monies to the Contractor upon notification by City of Contractor's satisfactory completion of the contract. The form for this escrow agreement, as required by Public Contract Code section 22300, may be obtained from the City Attorneys' office.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

WATER POLLUTION CONTROL (NPDES COMPLIANCE)

The City of Mission Viejo in conformance with the City's National Pollutant Discharge Elimination System (NPDES) Permit, is dedicated to the elimination/reduction of water pollution as a result of construction projects. The Contractor shall comply with the items described in this section and construct those facilities as specified by these Contract Documents, as required by law, or as directed by the Engineer, as necessary to eliminate/reduce water pollution. Said items are intended to provide prevention, control, and abatement of water pollution into storm drain systems, streams, oceans, and other bodies of water as a result of the Contractor's operations. These items

are supplemental to those required of the Contractor in Section 7-8 "Project Site Maintenance" of the Standard Specifications for Public Works Construction.

1. Concrete and Mortar Products:

The contractor shall prevent or reduce the discharge of pollutants into storm water or storm water systems from concrete waste by conducting washouts at appropriate on-site locations, performing on-site washouts in a designated area, and providing appropriate training for employees and subcontractors.

The Contractor shall store and mix dry and wet materials either off-site or under cover, away from drainage areas.

For washout of concrete trucks, the Contractor shall provide appropriate off-site locations or designated contained areas at least 50 feet away from storm drains, open ditches, streets, or streams.

The Contractor shall prevent run-off from designated washout areas by constructing a temporary pit or bermed area large enough to handle all produced liquid and solid waste. When concrete sets, break up and dispose of concrete in construction fills per direction of the soils engineer or dispose of it as solid waste and/or recycle.

The Contractor shall inform concrete suppliers and subcontractors of the designated washout locations and disposal sites for concrete and mortar products and shall be responsible for ensuring that all workers use it appropriately.

2. Construction Water:

The Contractor shall reduce or eliminate excessive construction water that may cause erosion and carry pollutants from the site. In addition, the Contractor shall:

1. Store construction water in leak proof tanks, located away from drainage systems.
2. Use construction water conservatively.
3. Whenever possible, dispose of excess water on-site, by allowing it to soak into the ground.

3. Sawcutting Water Runoff:

Sawcutting water runoff contains pollutants that must be contained and disposed of properly. The Contractor shall:

1. Prevent saw cut water runoff from entering catch basins, manholes, and storm drains.
2. Direct water into a temporary pit and dispose of the water by vacuuming the water into a truck and removing the water from the site.

3. Place drip pans or absorbent materials under saw cutting equipment when not in use.
4. Clean up spills with absorbent materials rather than burying. Dispose of absorbent material properly.

4. Housekeeping/Cleanup

The Contractor shall prevent pollution of storm water from cleanup and disposal operations by using good housekeeping methods. When fluids or dry materials spill, cleanup should be immediate, thorough, and routine. The Contractor shall never attempt to "wash them away" with water, or bury them. The Contractor shall report significant spills to the appropriate spill response agencies immediately. The Contractor shall recognize that different types of materials have different disposal requirements and know appropriate practices. The Contractor shall confine non-hazardous debris to dumpsters, covered at night or during wet weather, and take the debris to a landfill for recycling or disposal. The Contractor shall handle hazardous debris in accordance with specific laws and regulations and dispose of them properly. A separate permit may be required. Common hazardous debris found on construction sites are: Liquid residues from paints, thinners, solvents, glues, and cleaning fluids, leaching agents from lumber such as formaldehyde, arsenic, copper, creosote and chromium, motor oil, gear oil, antifreeze fluids, brake fluids, etc., and unused pesticides.

5. Sanitary Waste Management:

The Contractor shall prevent the discharge of sanitary waste into storm water systems by providing convenient, properly located, well-maintained facilities. The Contractor shall hire a licensed portable sanitary facility leasing company, which will clean the facilities regularly and keep them in good working order. The Contractor shall make sure that portable sanitary facilities are located on relatively level ground away from traffic areas, drainage courses, and storm drain courses, and storm drain inlets. The Contractor shall regularly inspect the facilities for any leaks, and have defective units replaced.

6. Vehicle and Equipment Management:

The Contractor shall use and maintain construction vehicles and equipment in a manner that prevents leaks and spills of fluids, contains wash waters, and controls off-site tracking. The Contractor shall not allow leaking vehicles and equipment on-site and shall inspect equipment and vehicles frequently for leaks and repair them immediately. The Contractor shall clean up spills and leaks promptly with absorbent materials, and shall not flush said spills with water.

The Contractor shall fuel, maintain, and repair vehicles and equipment off-site whenever possible and on-site only in designated areas. The Contractor shall prevent run-on and run-off from designated areas and provide cover as well as containment devices as necessary.

The Contractor shall wash vehicles and equipment on-site in designated, contained areas, allowing wash waters to infiltrate into the ground. The Contractor shall use phosphate-free, biodegradable soaps, and limit steam cleaning to confined areas only.

When not in use, the Contractor shall store equipment and vehicles in designated, contained areas and place drip pans and absorbent material under stored equipment that is prone to leaking and dripping (e.g., paving equipment).

If the Contractor must drain and replace motor oil, radiator coolant, or other fluids on-site, uses drip pans or drop cloths to catch drips and spills. The Contractor shall collect all spilled fluids, store in separate containers, and recycle whenever possible. Note: For recycling purposes, such liquids must not be mixed with other fluids. Non-recycled fluids generally must be disposed of as hazardous waste.

Except as otherwise provided for in the Standard Specifications or elsewhere in these Special/General Provisions, full compensation for conforming to the requirements of this section including furnishing all labor, tools, equipment, and materials necessary for doing the work, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

NOTE: The City of Mission Viejo is a co-committee with the County of Orange for the water discharge from the San Diego Regional Water Quality Control Board. The contractor will be held accountable and should make himself aware of all municipal activities procedures as part of the NPDES permit and program.

CITY OF MISSION VIEJO

GENERAL PROVISIONS

NPM COMMUNITY AND SENIOR CENTER AUDIO AND VISUAL REPLACEMENT AND IMPROVEMENTS

These General Provisions amend the Standard Specifications as indicated and take precedence over the General Specifications and Standard Specifications (see revised order of precedence below [Section 2-5.2]).

PART 1 - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS [Add the following]

The definitions in this section apply throughout the Contract Documents.

- “Agency” - City of Mission Viejo
- “Board” - City Council for the City of Mission Viejo
- “City” - City of Mission Viejo
- “County” - County of Orange (OCEMA)
- “Engineer” - City
- “Federal” - United States of America
- “Inspector” - Inspector for the Agency (or his designee)
- “State” - State of California

“Change Order” – [add the following sentence to the definition:] If signed by the Agency and Contractor, and approved by the Board (or approved by the City Manager if changes cumulatively total less than 15% of the Contract price or \$30,000, whichever is less), the Change Order qualifies as a Supplemental Amendment.

[add this definition.] “Completion” and “Complete” – Statutory definitions of “Completion” and “Complete” shall apply for those statutory purposes (for example, see Public Contract Code §7107 for release of retention, and Civil Code §9200 for stop payment notices and notice of completion). For all other purposes, including accrual of liquidated damages, claims, and warranties, “Completion” and “Complete” mean the point in the Work where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) City’s representatives have conducted a final inspection that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance shall not constitute “Completion” or “Complete.”

“Supplemental Agreement” – [replace the definition with the following:] A written amendment of the Contract Documents signed by the Agency and the Contractor, and approved by the Board (or approved by the City Manager if changes cumulatively total less than 15% of the Contract price or \$30,000, whichever is less), including but not limited to a Change Order.

SECTION 2 - SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT [Replace with the following]:

Within ten (10) working days after the date of the Notice to Award, the Contractor shall execute and return the following contract documents to the Agency:

- Contract Agreement
- Proof of Insurance, including Policies, Endorsements, and a Public Liability and Property Damage Insurance Certificate
- Workers' Compensation Insurance Certificate

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee. The Contract Agreement shall not be considered binding upon the Agency until executed by the authorized Agency officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the Agency, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-5.1 General [Replace the first paragraph with the following]:

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon Completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

2-5.2 Precedence of the Contract Documents [replace with the following:]

In the case of conflict between any of the Contract Documents, the order of precedence in Standard Specification section 2-5.2(a)-(j) is amended as follows:

- (a) Permits issued by jurisdictional regulatory agencies.
- (b) Change Orders and Supplemental Agreements; whichever occurs last.
- (c) Contract/Agreement.
- (d) Addenda.
- (e) Contractor's Proposal (including Bid Sheet, subcontractor list, non-collusion declaration, bid bond, Iran Contracting Act Declaration, and Sufficient Funds Declaration).
- (f) Performance and Payment Bonds.
- (g) Notice Inviting Bids.
- (h) Instructions to Bidders.
- (i) Special Provisions.
- (j) General Provisions.
- (k) Project Plans.
- (l) Standard Plans.
- (m) General Specifications.
- (n) Standard Specifications (Greenbook).
- (o) Reference Specifications.
- (p) Workers Compensation Certification.

For any conflict in the Contract Documents not resolved by the above order of precedence, the more stringent, higher quality, and/or greater quantity of Work shall control. Detailed drawings shall take precedence over general drawings.

2-6 WORK TO BE DONE [add the following to the end of the paragraph:]

Contractor shall expeditiously perform all changes in the Work as directed by Agency. See Section 3-2.1 regarding changes in the Work.

If Contractor believes that acts or omissions of City (including but not limited to City caused delay) have prevented Contractor from performing the Work as required by the Contract Documents and Contractor intends to rely on City's acts or omissions and Civil Code section 1511(1) as reasons to excuse Contractor's nonperformance or to support, among other things, Contractor's requests for time extensions (see Section 3-5, below), Contractor shall provide written notice of the excuse within five (5) days of the City's acts or omissions. If Contractor fails to timely submit the written notice, Contractor shall have waived any right to later rely on the acts or omissions as a defense to Contractor's nonperformance or as the basis for a time extension, regardless of the merits of the defense or time extension, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the City's Project management of the Work and Project and the mitigation of costs and delays to the Work and Project.

2-9 SURVEYING

2-9.3 Survey Service [Replace the first two paragraphs with the following]:

The Contractor shall provide surveying and construction staking required for the construction of this Work. The cost of surveying and/or construction staking will be the responsibility of the Contractor and will be paid in the item of the Work called survey and construction staking.

2-11 INSPECTION [add the following:]

The Agency's supervision and inspection of the Work does not act as acceptance or agreement with any defective aspect of that Work, nor as a waiver of the Agency's claim against the Contractor regarding that Work. Responsibility for the quality of the Work is the Contractor's.

SECTION 3 - CHANGES IN WORK

3-2 CHANGES INITIATED BY THE AGENCY

3-2.1 General [replace the first paragraph with the following].

The Agency may change the Contract Documents or the scope of the Work, including additions and deletions of Work, by issuing a written Change Order to Contractor. Contractor shall expeditiously perform the revised Work pursuant to the Change Order. Contractor shall sign any Change Order that provides proper reduction of money and time, and/or proper additional money and time, based on the changes in the Work. If Contractor believes the Change Order should have smaller reductions in money or time or larger increases in money or time, based on the changes in the Work, Contractor must follow the procedures in Section 3-5, below, including but not limited to Notice of Potential Change Order Request, and Claim.

Unless a signed Change Order specifically states otherwise, it shall constitute full and final compensation, both money and time, for the specified issue, and shall act as a complete waiver by Contractor of all claims related to the specified issue.

3-3 EXTRA WORK

3-3.2.3 Markup [Add the following as the first paragraph] :

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers, and other personnel not working directly on the change order and pickups or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere except when actually performing Work directly on the change order and then shall only be reported at the labor classification of the Work performed.

3-5 DISPUTED WORK [Delete second sentence and add the following]:

Protest Procedures:

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 inspector or Engineer to be unfair, he shall, within ten (10) working 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 therefore, including an estimate of any additional money or time that Contractor believes should be granted by the City under the Contract.

Except for such protests and objections as are made of records, 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 demands, instruction, ruling or decision objected to and shall promptly advise the Contractor, in writing, of his final decision.

Notice of Potential Change:

Contractor shall submit a written Notice of Potential Change for extra work, critical path delay, or additional money or time. Contractor shall submit written Notices of Potential Change to City within five (5) days of Contractor becoming aware of the issues creating the potential for change, unless the issues are, or may soon be, adversely affecting the costs or critical path of the Work, in which case the Contractor must submit the written notice without delay so the City may take immediate action to mitigate costs and schedule impacts of the change, if any. The written notice shall explain the nature of the potential change so the City may take action to mitigate costs and schedule impacts, if necessary.

When submitting a written Notice of Potential Change based on extra work, Contractor shall not perform the extra work until directed in writing to do so by City. When submitting a written Notice of Potential Change for an issue of critical path delay, Contractor shall proactively mitigate the effects of the alleged delay as much as reasonably possible so as to minimize any impact to the schedule until otherwise directed by City. If Contractor intends to rely on City's acts or omissions in support of a request for a time extension, then Contractor must also provide the notice set forth in Section 2-6, above.

Failure to timely submit a written Notice of Potential Change shall constitute a complete waiver by Contractor of any right to later submit a change order request or pursue a Claim on that issue, or to later pursue any additional money or time extensions in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the City's Work and Project management and the mitigation of Work and Project costs and delays.

Change Order Requests:

If, after submitting a written Notice of Potential Change, Contractor continues to believe that it is entitled to additional money or time (including but not limited to grant of a time extension; payment of money or damages arising from work done by, or on behalf of, the Contractor, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the City) based on an issue, then Contractor shall submit a Change Order Request (“COR”) to City within twenty (20) days of (i) becoming aware of the issues creating a potential change, or (ii) the date by which it should have become aware of the issues creating a potential change. A rejection at any time or a lack of a rejection by City of a Notice of Potential Change does not affect the timeline for submitting a COR.

Failure to timely submit a COR related to an issue, or failure to comply with any of the COR requirements in the Contract shall constitute a complete waiver by Contractor of any right to later submit a COR or Claim on that issue, or to later pursue any additional money (including time extensions) in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The COR shall state the grounds for the additional money or time requested and the amount of money or time requested, and Contractor shall include all information supporting the COR.

Contractor shall certify the COR using the form set forth below for certification of a Claim, except that every reference to “Claim” shall be changed to “COR.” If a COR is submitted without certification, a certification can still be submitted within the COR timelines set forth above. If the COR is not timely certified, Contractor will have completely waived its rights to any money or time for that issue, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The City may accept the entire COR, accept part of the COR and reject the remainder, reject the entire COR, or request additional information. If the City does not respond within thirty (30) days by accepting the entire COR, accepting part of the COR and rejecting the remainder, or requesting additional information, the entire COR shall be deemed rejected as of the thirtieth (30th) day. If the City requests additional information, then the Contractor shall submit the information within fifteen (15) days of the date of the request and the City shall have fifteen (15) days after the receipt of the additional information to accept or reject (in whole or in part) the COR. If the City fails to respond within fifteen (15) days after the submission of additional information, the entire COR shall be deemed rejected as of the fifteenth (15th) day.

Definition of Claim:

A “Claim” is a separate demand by the Contractor for (a) a time extension, including, without limitation, relief from damages or penalties for delay assessed by City, (b) payment of money or damages arising from work done by, or on behalf of, the Contractor, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the City. A Claim includes any claim within the scope of Public Contract Code section 20104 et seq. Resubmission in any manner of a COR which was previously rejected (see above) constitutes a Claim, whether the COR was rejected in whole or in part, and whether the COR was rejected expressly or deemed rejected by City inaction. A Claim includes any dispute Contractor may have with the City, including one which does not require a Notice of

Potential Change or COR (see above), and includes an alleged breach of contract by the City. A Claim shall also constitute a claim for purposes of the California False Claims Act. In the event of a conflict between a Claims provision in Division 1 of the Specifications and these provisions, these provisions shall take precedence.

The Notice of Potential Change and COR procedures above are less formal procedures which precede the more formal Claim. A Notice of Potential Change does not constitute a Claim. A COR does not constitute a Claim; **except that** if insufficient time remains before the Claim deadline (see below) for Contractor to submit a COR and for City to process and reject the COR (see above), then either (1) Contractor may submit a COR which City shall treat as a Claim, but only if the COR complies with all requirements, or (2) a COR is not required so long as a Claim complying with this Section 3.5 is timely submitted.

A Claim does not include vouchers, invoices, progress payment applications or other routine or authorized forms of requests for progress payments on the Contract; however, those documents remain "claims" for purposes of the California False Claims Act. A Claim does not include a Government Code Claim. ("Government Code Claim" means a claim under Government Code sections 900 et seq. and 910 et seq.)

Time for Submitting Claim:

Contractor shall submit a Claim to the City on or before the earlier of (a) 15 days after Completion of the Work or (b) the Contractor's submission of its date of the Final Progress Payment Application. City's rejection, or lack of rejection, of a COR at any time does not affect the deadline for filing a Claim.

In addition, on or before submitting its request for a final progress payment based on 100% Completion of the work, Contractor shall submit to City, in writing, a summary of all Claims for money or time extensions under or arising out of this Contract which were timely filed and which were fully compliant with the Contract's requirements for Claims. This Claim summary requirement shall not extend the time for submitting a Claim.

Failure to timely submit a Claim, failure to include a Claim in the above Claim summary, or failure to comply with any of the Claim requirements in the Contract, including but not limited to this Section 3.5, will act as a complete waiver of Contractor's rights to (a) recover money or time on the issue for which a Claim was required, (b) submit a Government Code Claim for the money or time (see below) and (c) initiate any action, proceeding or litigation for the money or time, regardless of the merits, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies. City does not have an obligation to reject the Claim for a failure to comply with any of the Claim requirements in the Contract, including the lack of certification; and any failure by City to reject, or any delay in rejecting, a Claim on that basis does not waive the City's right to reject the Claim on that basis at a later time. In no event may the Contractor reserve its rights to assert a Claim for a time extension or additional money beyond the timelines set forth in this provision unless the City agrees in writing to allow the reservation.

Content of Claim:

Every Claim shall be in writing. All money or time extensions sought must be stated and itemized in the Claim at the time submitted. The responsibility to substantiate Claims shall rest with the Contractor.

In addition, the Contractor shall include a certification with each and every Claim at the time of submission, as follows:

I, _____ [name of declarant], declare the following:

_____ [Contractor company name] has contracted with _____ [public entity name] for the _____ [name of Contract] Contract. _____ [Contractor company name] authorized me to prepare the attached Claim for money and/or time extension for _____ [public entity name] regarding this Contract (dated _____, 20__, entitled _____, and requesting \$ _____ and/or _____ additional days), and I prepared the attached Claim. I am the most knowledgeable person at _____ [contractor company name] regarding this Claim.

The attached Claim complies with all laws applicable to submission of a Claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or _____ [contractor company name].

The attached Claim does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the Claim, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that [public entity name] is responsible under this Contract with _____ [contractor company name].

While preparing this declaration and Claim I consulted with others (including attorneys, consultants, or others who work for _____ [Contractor company name]) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents; that City, or City's representatives, may reject the Claim on that basis; and that unless Contractor properly and timely files the Claim with the certification, Contractor cannot further pursue the Claim in any forum and all rights to additional money or time for the issues covered by the Claim are waived due to a condition

precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 2____, at _____, California.

_____[name of declarant]

Contractor's failure to timely submit a certification will constitute a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see below) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Claims for Additional Money:

Each Claim for additional money (including but not limited to those described above) must include all facts supporting the Claim, including but not limited to all supporting documentation plus a written analysis as to (a) why the claimed cost was incurred, (b) why Contractor could not mitigate its costs, (c) why the claimed cost is the responsibility of the City, and (d) why the claimed cost is a reasonable amount. In no event will the Contractor be allowed to reserve its rights to assert a Claim for money at a later time, unless the City expressly agrees in writing to allow the reservation. Any costs, direct or indirect, not asserted shall be waived. A Claim may not include any costs incurred in preparation of the Claim or in preparation of any underlying COR, including but not limited to costs of delay analysis.

Claims for Additional Time

If the Contractor wishes to make a Claim for an increase in the Contract Time pursuant to these provisions, the Claim shall include, but not be limited to, all facts supporting the Claim, all documentation of such facts, all information required by the Contract Documents, and a current schedule and delay analysis explaining (a) the nature of the delay, (b) the City's responsibility for the claimed delay, (c) the claimed delay's impact on the critical path, (d) the claimed delay's impact on the date of Completion (including an analysis of any float still remaining and whether the alleged delay in work exceeds such remaining float), and (e) why Contractor could not mitigate the delay impacts.

In the case of a continuing delay, only one (1) initial Claim is necessary that is based on estimates of when the continuing delay will end, but within twenty (20) days of the end of the continuing delay an updated final Claim must be submitted, which shall also be certified. In no event will the Contractor be allowed to reserve its rights to assert a Claim for a time extension, unless the City expressly agrees in writing to allow the reservation. Any time extension not asserted shall be

waived.

If weather is the basis for a Claim for additional time, Contractor must provide City data and facts showing that the weather conditions were not foreseeable at the time of the bid, could not have been reasonably anticipated or mitigated during the Work, and had an adverse effect on the critical path of the scheduled construction.

“Pass Through” Claims:

A Subcontractor or supplier to Contractor may not submit a request for additional time or money directly to the City. If a subcontractor or supplier submits a request for additional money or time to Contractor and Contractor wishes to pass it through to City, then Contractor must comply with all requirements of these provisions for Notices of Potential Change, Change Order Requests, and Claims. Contractor must prepare and submit its own analysis of the Subcontractor's request, and the Claim must include a copy of the Subcontractor's request along with any other necessary supporting documentation.

The Contractor's analysis of the Subcontractor's request must include Contractor's detailed explanation as to why the Subcontractor or supplier's request is the City's responsibility, including Contractor's analysis of (a) why the amount of damages the Subcontractor or supplier requests is justified and appropriate, (b) how Contractor's breach of the subcontract caused the Subcontractor or supplier to incur these damages, and (c) how the City's breach of the Contract caused the Contractor's breach of the subcontract. Any Contractor Claim that fails to include the above information, or that states that City is responsible for the Subcontractor's request only in the event that Contractor is found to owe money to Subcontractor, shall act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see below) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Procedures for Claims

Claims are subject to this Section 3-5 and Public Contract Code section 9204, as well as the rest of the Contract Documents. Claims of \$375,000 or less must also comply with Public Contract Code sections 20104 et seq. (see below), but to the extent that one of the procedures in Sections 20104 et seq. conflicts with the procedures of Section 9204, the requirements of Section 9204 shall control.

Procedures for All Claims (including but not limited to PCC §9204):

Review and Response by City

The City shall conduct a reasonable review of the Claim and shall respond in writing to any written Claim within 45 days of receipt of the Claim. During that 45-day period, plus any extension, City may request, in writing, additional documentation supporting the Claim or relating to defenses to the Claim the City may have against the Contractor. City shall review any additional documentation Contractor supplies in response to that request within the 45 day, plus any extension, timeline.

After receipt of a Claim, the 45-day period may be extended by City and Contractor. The written response shall identify which portion of the Claim is disputed and what portion is undisputed. If City needs approval from its governing body to provide the written response, and the governing body does not meet within the 45 days or any extended period of time, then the City shall have up to three days after the next publicly noticed meeting of the governing body to provide the written response. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the City issues the written response. City's failure to respond to a Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

Meet and Confer

If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a written demand sent by registered or certified mail return receipt requested, the City shall schedule a meet and confer conference for settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the City and Contractor, the conference may take place during regularly scheduled Project meetings.

If Contractor fails to timely notify the City that it wishes to meet and confer pursuant to the previous paragraph, then Contractor will have waived all rights to (a) recover money or time on the issues for which a Claim was required, (b) file a Government Code Claim (see below) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Written Statement by City

Within ten (10) business days after the conclusion of the meet and confer conference, the City shall give a written statement to the Contractor identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the City issues the written statement.

Mediation

Within ten (10) business days of issuance of City's written statement, Contractor shall identify in writing the disputed portion of the Claim that shall be submitted to non-binding mediation (which may consist of any nonbinding process, including but not limited to neutral evaluation or a dispute review board), with the City and Contractor sharing the costs equally. The City and Contractor shall mutually agree to a mediator within ten (10) business days after the Contractor has identified in writing the disputed portion of the Claim. If they cannot agree upon a mediator, then each shall select a mediator and those two mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim. (Each party shall bear the fees and costs its respective mediator charged in connection with the selection of the neutral mediator). The parties may mutually waive in writing the requirement for mediation. If Contractor fails to timely notify the City in writing that it wishes to mediate pursuant to this paragraph, Contractor will have waived all rights to further

pursue the Claim under the Contract Documents. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible. City's failure to respond to the Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

Government Code Claim

If the Claim or any portion remains in dispute after the mediation and Contractor wishes to pursue it, the Contractor **must** file a timely and proper Government Code Claim. The filing of a Government Code Claim is specifically required in addition to all Claim procedures described in the Contract Documents, including but not limited to this Section 3-5. The above contractual procedures do not act as a substitute for the Government Code Claim process, and the two sets of procedures shall be sequential with the contractual procedures coming first.

Failure to timely file a Government Code Claim shall act as complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Government Code Claim was required, and (b) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

City and Contractor shall proceed with the Government Code Claim according to Government Code, Section 900 et seq., and as otherwise permitted by law for purposes of the applicable Government Code provisions, and as provided in Public Contract Code section 20104.2(e), the running of the time period within which a Contractor must file a Government Code Claim shall be tolled from the time the Contractor submits a written Claim under these contractual Claim procedures until the time that the Claim is denied, in whole or in part, as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

Additional Procedure for Claims of \$375,000 or Less (PCC §20104.2):

Pursuant to Public Contract Code section 20104.2, Claims less than or equal to \$375,000 are also subject to the following requirements, unless in conflict with the above procedures.

Claims Less Than \$50,000

For Claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written Claim within 15 days of receipt of the Claim, or may request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the claim the City may have against the Contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this subsection upon mutual agreement of the City and Contractor. If City and Contractor cannot reach mutual agreement, Contractor's failure to provide any reasonably-requested information within fifteen (15) days after the request, shall act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see below) for the money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The City's written response to the Claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

Claims Over \$50,000, But Not Over \$375,000

For claims over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written Claims within 60 days of receipt of the Claim, or may request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim the City may have against the Contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the City and Contractor. If City and Contractor cannot reach mutual agreement, Contractor's failure to provide any reasonably requested information within thirty (30) days after the request, shall act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section below) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The City's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

Meet and Confer

If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference for settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the City and Contractor, the conference may take place during regularly scheduled Project meetings.

If Contractor fails to timely notify the City that it wishes to meet and confer pursuant to the previous paragraph then Contractor will have waived all rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see below) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Continuing Contract Performance:

Despite submission or rejection of a Notice of Potential Change, COR or Claim, the Contractor shall proceed diligently with performance of the Contract as directed by City, and the City shall

continue to make any undisputed payments in accordance with the Contract.

Trenching More than Four Feet:

When any excavation or trenching extends greater than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any (1) material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law; (2) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; and (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract.

In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any deadline for Completion provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General [Add the following to the first paragraph]:

Warranty or guarantees on accepted Work will be for one year following project acceptance.

4-1.3.1 General [Add the following]:

The Agency will pay for inspection and materials testing. The Contractor shall pay for retests and re-inspections due to failure to meet specifications.

TESTING LABORATORY SERVICES FURNISHED BY THE CITY

The City shall pay all charges of testing laboratories for quality control tests made in the field or laboratory on concrete, asphalt mixtures, moisture-density (Proctor) and relative density tests on embedment, fill, and backfill materials, in-place field density tests on embedments and fills, and

other materials and equipment, during and after their incorporation in the Work. Field sampling and testing will be performed by Engineer personnel, in the general manner indicated in the specifications, with minimum interference with construction operations. Engineer shall determine the exact time and location of field sampling and testing, and may require such additional sampling and testing as necessary to determine that materials and equipment conform with data previously furnished by Contractor and with the Contract Documents.

Arrangements for delivery of samples and test specimens to the testing laboratory will be made by the City. The testing laboratory shall perform all laboratory tests within a reasonable time.

Contractor shall furnish all sample materials and cooperate in the sampling and field testing activities, interrupting the Work when necessary. When sampling or testing activities are performed in the field by Engineer, Contractor shall furnish personnel and facilities to assist in the activities as required.

TRANSMITTAL OF TEST REPORTS

Written reports of tests and engineering data furnished by Contractor for Engineer's review of materials and equipment proposed to be used in the Work shall be submitted as specified for Shop Drawings.

The testing laboratory retained by the Engineer will furnish three (3) copies of a written report of each test performed by laboratory personnel. Two (2) copies of each test report will be transmitted to the Engineer and one copy to the Contractor within three (3) working days after each test is completed.

SECTION 5 - UTILITIES

5-1 LOCATION [Add the following paragraph]:

The Contractor shall notify the utility agency as listed in the General Specifications at least 48 hours in advance of excavating around any of their structures. The Agency does not guarantee that all utilities are listed.

Existing Utilities

1. Information on the drawings relating to existing utility lines and services is from the best sources presently available. All such information is furnished only for information and is not guaranteed. The Contractor shall excavate test pits as required to determine exact locations of existing utilities. Call utility locating service for precise utility locations before beginning any work. Underground Service Alert (800) 422-4133.

2. Perform Work and provide necessary materials to disconnect or relocate existing utilities as indicated. Record on record drawings all existing utility termination points before disconnecting. The costs for such Work shall be absorbed in the unit prices bid for the various contract items.

3. When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK [Add the following]:

The Contractor's proposed baseline construction schedule shall be submitted to the City within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the City will schedule a pre-construction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic progress reports to the City by the tenth day (10th) of each month. The report shall include an updated construction schedule showing as-built schedule for Completed Work and as-planned schedule for remaining Work. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-5 TERMINATION OF THE CONTRACT FOR CONVENIENCE

[Replace the first sentence with the following:]

The Board may terminate the Contract for any reason at any time.

[Replace the last two sentences with the following:]

If the Contractor disagrees with the amount determined by the Agency, the Contractor shall follow all procedures of Section 3-5, above.

6-6 DELAYS AND EXTENSIONS OF TIME

6-6.1 General [add the following to the end of this section:]

No time extension shall be granted unless the claimed delay meets each and every of the following conditions:

- (a) The delay was caused by unforeseen events and was beyond the control of Contractor and its subcontractors and material suppliers;

(b) The delay was caused by events of which Contractor was not advised at or before the time of bidding;

(c) The delay impacted and delayed (i) the controlling items of Work (i.e., the as-built critical path, as determined from the as-planned schedule and the actual progress of the Work), or (ii) the Completion of the whole Work within the Contract time;

(d) The delay was not caused by Contractor or its subcontractors or suppliers, including but not limited to their breaches of contract or the standard of care;

(e) The delay was not associated with loss of time resulting from the necessity of submittals to Agency for approval, or from necessary Agency surveys, measurements, inspections and testing;

(f) The delay was not caused by usual or common weather for the time of year, including usual or common severe weather; and

(g) The delay could not have been prevented by the exercise of care, prudence, foresight, and diligence by Contractor.

Excusable delays may include acts of God, acts of public enemy, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Agency, fires, floods, epidemics, quarantine restrictions, labor disputes, unusually and uncommonly severe weather for the time of year, unforeseen site conditions, or delays of subcontractors due to such causes. Agency shall take into consideration other relevant factors such as concurrent delays.

Contractor has the burden of proving that any delay was excusable, including but not limited to an analysis that establishes no concurrency.

No extension of time will be granted for an excusable delay caused by a shortage of materials unless the Contractor furnishes to the Engineer documentary proof that the Contractor has made every effort to obtain the materials from all known sources within reasonable reach of the Work in a

diligent and timely manner, and further proof in the form of supplementary progress schedules that the inability to obtain the materials when originally planned did in fact cause a delay in final Completion of the entire work. Delays could not be compensated for by revising the sequence of the Contractor's operations. The term "shortage of materials" shall apply only to materials, articles, parts or equipment which are standard items and are to be incorporated in the Work. The term "shortage of materials" shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the contract. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials.

6-6.3 Payment for Delays [replace paragraph with the following:]

To be compensable, an excusable delay must be one for which the Agency is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not within the contemplation of the parties; *however*, Contractor shall not be entitled to monetary compensation when (a) Contractor could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, such as judicious handling of forces, equipment, or plant, (b) there was a concurrent delay which does not qualify for monetary compensation under this paragraph,

(c) the cause of the delay was reasonably unforeseen by the Agency or the delay was caused by factors beyond the control of the Agency, including but not limited to a delay under Section 2.2.8 above or a delay caused by a utility company's failure to perform despite Agency's reasonable arrangements for such performance; or (d) any other defense available to Agency under law or equity applies. Contractor has the burden of proving that any delay was excusable and compensable, including an analysis that establishes non-concurrency.

The Contractor may not seek damages for delay of a planned Completion of the Work before the contractual deadline for Completion of the Work.

6-7 TIME OF COMPLETION

6-7.1 General [Add the following]:

The time for Completion shall be thirty (120) working days.

6-7.2 Working Day [Replace with the following]:

The Contractor's activities shall be confined to the hours between 7:00 a.m. and 4:00 p.m. unless otherwise pre-approved by City on Working Days Monday through Friday.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY

6-8.2 Acceptance [replace paragraph with the following:]

Only the Board may accept the Work as Complete. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will recommend to the Board that it accept the Contractor's performance of the Work as Complete.

On or within fifteen (15) days after acceptance by the Board, or sixty (60) continuous days of cessation of labor, whichever is earlier, the Agency may record a Notice of Completion.

6-8.3 Warranty [Add the following:]

Nothing contained in this Section 6-8.3 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year relates only to the specific warranty obligation of the Contractor to correct the Work after the date of commencement of warranties, and has, for example, no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced by Agency, or to the time within which proceedings may be commenced by Agency to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

6-9 LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that time is of the essence and that in the case that all the work is not complete before or upon the expiration of the time limit set forth, damage will be sustained by the City. For each calendar day the Work is not Complete in excess of the time specified in the Contract for Completion of the Work, as adjusted in accordance with Subsection 6- 6, the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of Five Hundred Dollars (\$500.00).

[Replace first sentence of the last paragraph with the following:]

Execution of the Contract shall constitute agreement by the Agency and Contractor that \$ 500.00 per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to Complete the Work within the allotted time.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES [Add the following]:

A noise level limit of 86 dbA at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job, whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

7-2 LABOR

7-2.1 General [Add the following]:

The Contractor, and all subcontractors, suppliers, and vendors shall comply with applicable Agency, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the Job site for all equal employment opportunity compliance officers.

This Contract is subject to compliance registration, monitoring and enforcement by the Department of Industrial Relations (DIR) and all related requirements of Senate Bill 854 (Labor Codes § 1715.5, 1725.5, 1771.1, 1771.1a and 1771.4.)

Contractor is responsible for employing apprentices as required by Section 1777.5 of the Labor Code and applicable law.

Pursuant to Section 6109(a) of the Public Contract Code, Contractor may not perform the Work with a subcontractor that is ineligible pursuant to Labor Code section 1777.1 or 1777.7.

A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, nor shall it be qualified to enter into, or engage in the performance of, any contract of public work, unless it is currently registered and qualified under Labor Code section 1725.5 to perform public work (as "public work" is defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code).

7-3 INSURANCE [See Instructions to Bidders]:

7-3.1 General [add the following paragraphs:]

The Contractor shall defend, indemnify and save harmless the City of Mission Viejo, the State of California, the County of Orange, or any incorporated city from all claims or suits for damages arising from his prosecution of the Contract Work. The Agency shall give timely notification to Contractor of the receipt of any third-party claim relating to the contract.

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than thirty (30) days before expiration or cancellation is effective. The following statement shall be included on all insurance policies:

Additional Insured: The insurer agrees that the City of Mission Viejo and its City Council and/or all City Council appointed groups, committees, boards, and another City Council appointed body and/or elective and appointive officers, servants, or employees of the City, when acting as such, are additional insured hereunder for the acts of the insured and such insurance shall be primary to any insurance of the City.

The Contractor agrees to protect, defend, and indemnify the City of Mission Viejo against loss, liability, damage, or expense by reason of any suits, claims, demands, judgments and causes of action caused by the Contractor, his employees, agents, or any subcontractor, or by any third party arising out of or in consequence of the performance of all or any operations covered by Contractor's policies. The Contractor, at his option, may include such coverage under his Public Liability coverage.

7-3.2 General Liability Insurance

The City of Mission Viejo, the City Council, and the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof; or for any of the materials or other things used or employed in performing the Work; or for injury to any person or persons, either workmen or the public or for damage to any person or persons either workmen or the public; or for damage to adjoining property from any cause which might have been prevented by the Contractor, or his workmen, or anyone employed by him; against all of which injuries or damages to persons and property the Contractor, having control over such work, must properly guard.

The Contractor shall be responsible for any damage to any person or property resulting from defects and/or obstructions at anytime before its Completion and final acceptance and shall indemnify and save harmless the City of Mission Viejo, the City Council, and the Engineer from all suits or actions of every name and description brought for, or on account of, any injuries or damages received or sustained by any person or persons, by the Contractor, his servants or agents, in the construction of the Work or in consequence of any negligence in guarding the same, in improper materials used in its construction, by or on account of any act or omission of the Contractor or his agents, and so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or

claims for damages aforesaid.

If, in the opinion of the Engineer, the precautions taken by the Contractor are not safe or adequate at anytime during the life of the Contract, the Engineer may order the Contractor to take further precautions; and if the Contractor shall fail to do so, the Engineer may order the Work done by others and charge the Contractor for the cost thereof, and such cost to be deducted from any monies due or becoming due the Contractor. Failure of the Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety or its obligations under the Contract.

From time to time, during the period of this contract, the City may be served with claims, as a result of conduct by Contractor, which claims are for property damage or other damage in amounts of \$500.00 or less. These claims may be resolved informally by City, within City's discretion, and charged back against Contractor by funds held in retention, or for progress payment, to meet these claims. The City will appoint a Claims Administrator who will act on behalf of the City and Contractor. The Administrator will recommend to City the resolution of any claim. The Claims Administrator's recommendation for payment shall be paid to Contractor within thirty (30) days of the date of the recommendation. If Contractor fails to make payment to claimant within thirty (30) days of the Administrator's decision, the City may make payment to the claimant and withhold, as retention, sufficient funds to reimburse City upon Completion of the contract. Prior to making his recommendation, the Administrator will obtain from Contractor all evidence relevant to the claim. Contractor will have ten days from the date requested by the Administrator to submit any evidence in the defense of the claim. Failure to do so waives any objection by Contractor to payment of the claim if, after an independent investigation, it is the opinion of the Administrator to make payment of that claim.

7-5 PERMITS

Prior to the start of any Work, the Contractor shall take out and pay for the applicable Agency permits and make arrangements for Agency inspections. The Contractor and all subcontractors shall each obtain any and all permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The **City of Mission Viejo** will waive its usual permit fees. Contractor shall submit for Agency review prior to issuing a Traffic Control permit a traffic control plan designed and signed by a licensed Traffic Engineer.

7-7 COOPERATION AND COLLATERAL WORK

The Contractor is advised as to the possibility of other construction projects within the proposed construction zone by the City of Mission Viejo, other governing agencies, or private enterprises. In the event of such projects, the Contractor shall coordinate with the applicable parties as to the extent of a time required to complete their work and shall schedule his work and conduct his operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the Engineer in the event of a delay in scheduling caused solely by this concurrent work. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS [Add the following after the second paragraph]

1. Protect existing building, paving, and other services or facilities on-site and adjacent to the site from damage caused by site work operations. Cost of repair and restoration of damaged items shall be at the Contractor's expense.
2. Protect and maintain street lights, utility poles and services, traffic signal control boxes, curb boxes, valves and other services, except items designated for removal. Provide for temporary relocation when required to maintain facilities and services in operation during construction work.
3. The public will occupy adjacent facilities during the entire period of construction. Perform site work operations to minimize conflicts and to facilitate public use of adjacent facilities and services in operation during construction work.
4. Locate, protect, and maintain bench marks, monuments, control points, and project engineering reference points. Re-establish disturbed or destroyed items at Contractor's expense.
5. The quality of construction is the responsibility of the Contractor.

7-10 SAFETY

7-10.1 Traffic and Access

When entering or leaving roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

7-10.2 Storage of Equipment and Materials in Public Streets.

No storage of equipment or materials shall be allowed within the public right-of-way outside of working hours. The City will provide a small staging area within the parking lot of the Community and Senior Center facility. It will be the Contractor's responsibility to secure the area with a 6'-high screened fence, and the City will accept no liability associated with the Contractor's use of the property. The Contractor shall maintain the site in an orderly fashion and shall return the site to the same or better condition prior to the release of final payment.

The Contractor may, at his own expense, maintain and operate a work and storage area outside of the public right-of-way. In such case, the Contractor shall submit to Agency written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work. Location of the site is to be approved by Agency. Condition and operation of yard shall conform to these Specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release

to Agency. The Notice of Completion will not be issued until said release is submitted.

7-10.3 Haul Routes [Add the following]:

The Contractor shall maintain the minimum traffic requirements designated in the General Specifications. It shall be the Contractor's responsibility to furnish a detailed detour signing and barricade plan for Agency approval. All traffic delineation and work area protection shall conform to the Work Area Traffic Control Handbook (W.A.T.C.H.).

No street or access closure to through traffic will be allowed without the express approval of the Agency.

All existing stop signs, street name signs, and regulatory signs shall be maintained in visible locations during construction and permanently relocated or removed as directed on the plans and the Engineer. Signs which need not be maintained during construction or permanently relocated shall be salvaged to the Agency.

7-10.4.1 Work Site Safety [Add the following paragraph]:

The Contractor shall comply with the provisions of any Agency ordinances or regulations regarding requirements for the protection of excavations and the nature of erosion protection.

7-15 PAYROLL RECORDS

Payroll records shall be submitted to the Agency at least once each month. Progress payments will be withheld pending receipt of any outstanding reports.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.1 General [replace first paragraph with the following:]

Agency shall release retention to Contractor pursuant to Public Contract Code section 7107, which requires, among other things, that retention be released within sixty (60) days after Completion of the Work.

The Agency may withhold from a progress payment or release of retention, in whole or in part, to such extent as may be necessary to protect the Agency due to any of the following:

- A. Defective or incomplete Work not remedied;
- B. Stop Payment Notices. For any stop payment notice given to the Agency, the Agency shall withhold the amount stated in the stop payment notice, the stop notice claimant's anticipated interest and court costs and an amount to provide for the public entity's reasonable cost of any litigation pursuant to the stop payment notice. For any stop payment notice action the parties resolve before judgment is entered, Agency has the right to permanently withhold for any reasonable cost of litigation for that

stop payment notice, even if it exceeds the amount originally withheld by Agency for the estimated reasonable cost of litigation. However, if (1) the Contractor at its sole expense provides a bond or other security satisfactory to the Agency in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Agency, which protects the Agency against such claim, and (2) the Agency chooses to accept the bond, then Agency would release the stop payment notice funds withheld to the Contractor, except that Agency may permanently withhold for any reasonable cost of litigation. Any stop payment notice bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, that does not have any assets pooled with the payment and performance bond sureties.

- C. Liquidated damages against the Contractor, whether already accrued or estimated to accrue in the future;
- D. Reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Sum or by the Completion deadline;
- E. Damage to the property or work of the Agency, another contractor, or subcontractor;
- F. Unsatisfactory prosecution of the Work by the Contractor;
- G. Failure to store and properly secure materials;
- H. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verification reports;
- I. Failure of the Contractor to maintain as-built or record drawings;
- J. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
- K. Unauthorized deviations from the Contract Documents;
- L. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and Completion deadlines;
- M. Subsequently discovered evidence or observations nullifying the whole or part of a previously issued Certificate for Payment;
- N. Failure by Contractor to pay Subcontractors or material suppliers as required by Contract or law, which includes but is not limited to Contractor's failure to pay prevailing wage and any assessment of statutory penalties;

- O. Overpayment to Contractor on a previous payment;
- P. Credits owed to Agency for reduced scope of Work or Work that Contractor will not perform;
- Q. The estimated cost of the Agency's performance of corrective Work;
- R. Actual damages related to false claims by Contractor;
- S. Breach of any provision of the Contract Documents;
- T. Agency's potential or actual loss, liability, or damages caused by the Contractor; and
- U. As permitted by other provisions in the Contract or as otherwise allowed by law, including statutory penalties Agency or other entities assessed against Contractor. (See e.g., Labor Code section 1813 (working hours) or Public Contract Code section 4110 (subcontractor listings and substitutions))

Agency may, but is not required to, provide to Contractor with the progress payment written notice of the items for which Agency is withholding amounts from the payment. To claim wrongful withholding by the Agency, or if Contractor otherwise disputes any amount being withheld, Contractor must submit an inquiry in writing to Agency within thirty (30) days of receipt of the notice, and Agency shall respond within fifteen (15) days of receipt of the inquiry. If any disputed issues remain unresolved after Agency's response, Contractor shall timely submit a Claim pursuant to Section 3-5, above.

For any withhold amount based on an estimate where the actual amount will later become known and certain, the Owner may withhold 10% of the estimate. After the actual amount becomes known, if that actual amount exceeds the amount previously withheld Agency may withhold additional amounts from Contractor to cover the excess amount; and if available funds are not sufficient, Contractor shall pay Agency the difference. After the actual amount becomes known and certain, if that amount is less than the amount previously withheld the Agency will pay and release any amount withheld over that certain and known amount.

When Contractor removes or cures the grounds for withholding amounts, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts properly withheld by the Agency.

Neither Agency's overpayment to Contractor, nor Agency's failure to withhold an amount from payment that Agency had the right to withhold, shall constitute a waiver by Agency of its rights to withhold those amounts from future payments to Contractor or to otherwise pursue recovery of those amounts from Contractor.

Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records, and files of the Agency, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state

funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after release of all retention under this Contract. Contractor shall preserve and cause to be preserved such books, records, and files for the audit period. During the progress of the Work and for three (3) years after release of all retention under the Contract, Agency shall also have the right to an audit, and Contractor must cooperate by producing all information requested within seven (7) days.

9-3.2 Partial and Final Payment [Replace the last paragraph with the following]:

The final progress payment will not be released until the Contractor returns the original set of Plans and Specifications showing the as-built conditions.

In conformance with the State of California Government Code, Chapter 13, Section 4590, the Contractor may substitute securities for any monies withheld by the Agency to secure performance under the contract.

Within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment, Contractor shall be paid by Agency.

9-3.3 Delivered Materials [Replace with the following]:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress payment, unless specifically approved by the agency.

9-3.4 Mobilization [Replace with the following]:

Mobilization shall consist of all preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for the work on this project; and for all other work and operations which must be performed or cost incurred prior to the beginning work on the various contract items on the project site.

The lump sum price paid for mobilization shall include full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization as specified herein including all construction site safety, i.e., temporary chain-link fencing, signage, etc. Payment for mobilization shall be included in the lump sum price bid for mobilization and no additional compensation will be allowed therefore.

TECHNICAL SPECIFICATIONS

SECTION 275117 - AUDIOVISUAL SYSTEMS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings (“associated project drawings”) and general provisions of the Contract, including any and all requirements by The Mission Viejo Norman P. Murray Community & Senior Center (NPMCC) included with this specification apply to this Section.

1.2 SUMMARY

- A. The Mission Viejo Norman P. Murray Community & Senior Center, located at 24932 Veterans Way, Mission Viejo, CA 92692 requires significant implementation of audiovisual technology.

1.3 DEFINITIONS

- A. A/V or Audiovisual: Audio/visual systems and equipment, including installation.
- B. AVIC: The A/V Implementation Contractor performing the work under these bid documents.
- C. ALR: Ambient-light rejection; for specular reflective viewing surfaces, measured as the percentage of ambient light striking the viewing surface that has equal angles of incidence and reflection.
- D. Gain: Ratio of light reflected from viewing-surface material to that reflected perpendicularly from a magnesium carbonate surface as determined in accordance with SMPTE RP 94.
- E. Half-Gain Angle: The angle, measured from the axis of the viewing surface to the most central position on a perpendicular plane through the horizontal centerline of the viewing surface, where the gain is half of the peak gain.

1.4 SCOPE

- A. The Mission Viejo Norman P. Murray Community & Senior Center contains several areas that require specific new audiovisual systems. These systems include flat panel displays, projectors, projection screens, video distribution, audio distribution, video

routing, video scaling, sound reinforcement, audio capture, audio playback, customized digital content playback and presentation ability.

- B. The AVIC shall furnish and install a new audiovisual system including the following components within each space (refer to the Schedule of Prices for manufacturers and models that are the basis of design):

1. System Head End (Base Bid)

- a. The system head end shall serve as the central location for all primary components and all audio and video distribution cabling.
- b. The system head end shall utilize and reuse (2) existing 40U high wall-mounted racks, in a location as shown in the drawings.
- c. There are to be sufficient surge protection devices and power distribution units, provided by the Owner, to properly match the installed components in addition to a power sequencer.
- d. An Extron IP Link Pro system control processor is to be located within the rack. The processor should have one network connection to an air gapped A/V control network and an optional secondary connection to the corporate network.
- e. Extron A/V control equipment shall be installed within the rack and shall have a network connection to the A/V control network. The server is to be configured with a Dante module, secondary DSP, and the appropriate mic and line input and output cards to support the system design.
- f. A custom Extron XTP ii Crosspoint modular matrix switcher is to be installed within the rack and shall have a network connection to the A/V control network. The switcher is to have a redundant power supply and shall be configured with the appropriate XTP and HDMI input and output cards to support the system design.
- g. Multiple 8ohm and 70v amplifiers are to be installed within the rack. These amplifiers shall provide amplification for all non-paging speakers within Sycamore A & B, Creekside Outdoor Terrace, Orchard Terrace and if applicable Jacaranda A & B. All 8ohm speaker wires are to run directly from

the speaker location to the rack. Each lead for the 70v speakers is to run from the first speaker in the series back to the rack.

- h. A Cisco or equivalent 28 port Gigabit Managed Network switch is to be used for the air gapped IP based A/V control system network.
- i. All speaker wire is to be a minimum of plenum 16/2.
- j. All video distribution cabling is to be plenum, shielded Extron 2000 cabling or certified equivalent based on the manufacture requirements.
- k. The head end location shall also serve as the location for the paging system. The paging system will utilize an all-in-one mixer/amplifier that is to be wall mounted and secured on plywood backing. This location will require an electrical outlet and access to analog phone lines. This may require the use of an analog telephone adapter (ATA).

2. Sycamore A & B (Base Bid)

- a. Sycamore A and Sycamore B are to be configured so that rooms A and B can operate individually as two separate spaces or combined as one large space.
- b. The room combination state is to be automatically configured via a room partition sensor that is to communicate to the control system processor that will recall the preset settings and signal routing to accommodate the current room configuration.
- c. Sycamore A utilizes a ceiling mounted WUXGA 8000 lumen or greater laser projector. This projector is to receive a distributed video signal from the switcher located at the headend.
- d. An XTP distribution receiver is to be used to distribute the video to the primary "P1" projector. The XTP distribution receiver are to be installed.
- e. XTP distribution receivers are to be used to distribute the video to the primary "H5" A/V locations on the front wall, on either side of the stage. The purpose of the "H5" A/V location is to allow the Owner to connect auxiliary projectors and project images on the walls on either side of the primary "P1" screen.
- f. The primary stage screen for Sycamore A is a 200" diagonal 16x9 motorized, recessed, ambient light-rejecting screen using a material by or greater than that used by Screen Innovations.
- g. Sycamore A is to utilize one (1) ceiling-mounted WUXGA 8000 lumen or greater laser projector with 150" diagonal 16x10 motorized, recessed,

ambient light-rejecting screen using a material by or greater than that used by Screen Innovations.

- h. Sycamore B is to utilize one (1) ceiling mounted WUXGA 8000 lumen or greater laser projector with 150" diagonal 16x10 motorized, recessed, ambient light-rejecting screen using a material by or greater than that used by Screen Innovations.
- i. Both Sycamore A and Sycamore B shall have 10" wall mounted Extron Link Pro control system touch panels. These touch panels are to be custom programmed based upon the available systems capabilities and desired user experience. When the rooms are in a combined state, the two touch panels shall mirror each other. However, when the rooms are divided, each touch panel shall work independently and have a unique display.
- j. Sycamore A is to each have (1) HDMI input wall plate and (3) HDMI inputs in floor boxes. Each wall plate is to be cabled back to the rack location using XTP transmitters and cabling. Power for the wall and floor plates is to be provided remotely by the matrix switching frame.
- k. Sycamore A shall include an 8-channel Sennheiser Wireless Microflex microphone system. The system shall consist of an 8-channel access point transceiver, charging station, 4 handheld microphones and 2 lapel microphones with bodypacks. The microphone system is to connect via Dante from the transceiver to the DSP/Mixer via a network connection from the transceiver to the AV control network switch. When Sycamore A and Sycamore B are combined, all six microphones can be used in both spaces and be heard through the room's speakers for voice lift/sound reinforcement. When the rooms are divided, the microphones will only be available for use in Sycamore A.
- l. Sycamore A is to each have three (3) cabled microphone inputs in the three (3) floor boxes. Each microphone input is to be cabled back to control equipment in the head end racks.
- m. Sycamore A is to include an assisted listening system for ADA compliance for the hearing impaired. The transmitter for this unit is to be located at the system headend. Antenna distribution and extension systems are to be included and provided as required. The system consists of 4 receivers with 4 over-earpieces and 2 neck loops. Using the wireless microphones, this system shall be available when Sycamore A and Sycamore B are combined. It shall only be available in Sycamore A when the rooms are divided.
- n. Both Sycamore A and Sycamore B shall each use 3 pairs of surface mounted speakers optimally spaced for proper coverage and to prevent microphone feedback. The contractor shall verify the locations and mounting conditions shown on the drawings for acoustic quality prior to installation. When the room is in a combined state all speakers shall function in a balanced manner.

When the rooms are divided each room's speakers will work independently and have their own power, source selection, and volume controls.

- o. Both Sycamore A and Sycamore B have been identified as having a paging requirement. Each room is to have 2 70v 6.5" two-way ceiling speakers with a low profile exclusively for the purpose of paging. These speakers are to be cabled directly to the paging amplifier at the headend. Existing recessed speaker locations may be used if they provide proper acoustical location for paging.

3. Creekside Terrace – Outdoor (Base Bid)

- a. Two Bogen LB8TW 8" 2-way Weatherproof Loudspeakers with Built-in 70V Transformers are to be wall mounted and installed for the outdoor Creekside Terrace outdoor area. The first speaker is to be cabled back to an amplifier at the head end location. As these are to be 70v speakers and mono, the second speaker may be wired to the first speaker in the chain.

4. Orchard Terrace – Outdoor (Base Bid)

- a. Two Bogen LB8TW 8" 2-way Weatherproof Loudspeakers with Built-in 70V Transformers are to be wall mounted and installed for the Orchard Terrace outdoor area. The first speaker is to be cabled back to an amplifier at the head end location. As these are to be 70v speakers and mono, the second speaker may be wired to the first speaker in the chain.

5. Jacaranda Room A & B (Alternate 1)

- a. Provide audio visual technology within Jacaranda Room A & B.
- b. Jacaranda A and Jacaranda B are to be configured so that rooms A and B can operate individually as two separate spaces or combined as one large space.
- c. The room combination state is to be automatically configured via a room partition sensor that is to communicate to the control system processor that will recall the proper settings and signal routing to accommodate the current room configuration.
- d. Jacaranda A is to utilize (1) 85" monitor. This monitor is to be equivalent or greater than Samsung AU8000 series consumer grade models. This display is to receive a distributed video signal from the switcher located at the headend. Mount the 85" screen on a full motion articulating wall mount.
- e. Jacaranda B is to utilize (1) 85" monitor. This monitor is to be equivalent or greater than Samsung AU8000 series consumer grade models. This display is

to receive a distributed video signal from the switcher located at the headend. Mount the 85" screen on a full motion articulating wall mount.

- f. Both Jacaranda A and Jacaranda B shall have 7" wall mounted Extron IP Link Pro control system touch panels. These touch panels are to be custom programmed based upon the available systems capabilities and desired user experience. When the rooms are in a combined state, the two touch panels shall mirror each other. However, when the rooms are divided, each touch panel is to work independently of each other and have a unique display.
- g. Jacaranda A shall include a 4 channel Shure Wireless Microflex microphone system. The system shall consist of a 4-channel access point transmitter, charging station, 2 handheld microphones and 2 lapel microphones with bodypacks. The microphone system is to connect via Dante from the transmitter to the DSP/Mixer via a network connection from the transmitter to the A/V control network switch. When Jacaranda A and Jacaranda B are combined, all four microphones can be used in both spaces and be heard through the room's speakers for voice lift/sound reinforcement however when the rooms are divided the microphones are to only be available for use in Jacaranda A.
- h. Jacaranda A is to include an assisted listening system for ADA compliance for the hearing impaired. The transmitter for this unit is to be located at the system headend. Antenna distribution and extension systems are to be included and provisions required. The system shall consist of 4 receivers with 4 over-ear pieces and 2 neck loops. Using the wireless microphones, this system shall be available when Jacaranda A and Jacaranda B are combined but shall only be available in Jacaranda A when the rooms are divided.
- i. Both Jacaranda A and Jacaranda B shall each use 2 pairs of surface mounted speakers optimally spaced for proper coverage and to prevent microphone feedback. When the room is in a combined state all speakers shall function in a balanced manner. When the rooms are divided each room's speakers will work independently and have their own power, source selection and volume controls.
- j. Both Jacaranda A and Jacaranda B have been identified as having a paging requirement. Each room is to have 1 70v 6.5" two-way ceiling speaker with a

low profile exclusively for the purpose of paging. These speakers are to be cabled directly to the paging amplifier at the headend.

6. Sycamore A & B – Side Projectors (Alternate 2)

- a. Provide a one (1) projector in Sycamore A and one (1) projector in Sycamore B to project to the 150” diagonal screens on the side walls of these two rooms.
- b. Sycamore A & B will utilize ceiling mounted WUXGA 8000 lumen or greater laser projectors. The projectors will receive a distributed video signal from the switcher located at the headend.
- c. XTP distribution receivers are to be used to distribute the video to the side “P1” projectors. XTP distribution receivers are to be installed to receive the HDMI signal sent from the A/V head end.

7. Sycamore A – Additional Projector at Rear of Stage / 2 Flat Panel Displays (Alternate 3)

- a. Provide a dedicated projector and screen in Sycamore A for use with back drop images for the stage.
 - 1) The screen is to be motorized, 200” diagonal in size with a 16x9 aspect ratio and be of the same quality and standard of the primary projection screen that will be used in Sycamore A, but a projection screen material with a throw range of 17’ or less such as the SI Pure Gray material must be selected.
 - 2) The projector is to be a laser commercial short throw WUXGA 8000 lumen or greater laser projector (not a consumer ultra short throw) with a 16:9 aspect ratio and a minimum of 8000 lumens.
 - 3) The projector is to be wall mounted and shall have XTP HDMI output cable from the A/V head end to the projector for displaying content.
 - 4) A dedicated Extron MLC 62 wall controller is to be used and programmed to turn on and off the projector and raise and lower the screen. The

controller is to use a DB9 RS232 control cable for the projector and a dry contact closure control for the raise and lowering of the screen.

- b. Consideration is to be given to the use of two (2) additional 85" flat panel displays to be mounted on the front walls of Sycamore A.
 - 1) The projector is to be wall mounted and shall have XTP HDMI output cable from the A/V head end to the projector for displaying content.
- c. If this Alternate is selected, the two (2) "H5" A/V locations designated for the front wall of Sycamore A shall be removed from the project.

8. Paging System (Alternate 4)

- a. Provide the addition of paging speakers throughout the hall ways of the building.
 - b. All components (source, audio, video control, cable) and associated materials and labor required for a complete installation of the audiovisual system shall be provided by the AVIC unless otherwise stated in this document.
 - c. Connect the paging system to the existing telephone system. Provide cabling, connecting modules, and configuration to complete this connection.
- B. Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of exposure and the verification of all information presented herein shall rest solely with the AVIC. The Owner and any other representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the AVIC to determine the full extent of the exposures.
- C. The AVIC shall not be allowed to take advantage of any errors or omissions in these specifications and associated project drawings. Where errors or omissions appear in these specifications or drawings, the AVIC shall promptly notify the Owner in writing of such errors or omissions. Any significant errors, omissions, or inconsistencies in the specifications shall be reported no later than five (5) days

before the submission deadline. The Owner and any other representatives will not be responsible for errors that go undiscovered.

- D. There is no general contractor for this installation. The AVIC shall provide its own project management and comply with the Owner's requirements.

1.5 DRAWINGS

- A. Any associated drawings are diagrammatic in nature and may not represent exact field conditions. The AVIC shall field-verify critical installation requirements and provide necessary associated work.
- B. The locations of audiovisual equipment and devices shown are approximate. The AVIC shall, prior to installation, verify exact locations by cross-checking architectural, electrical, and communications drawings, field conditions and approved shop drawings.
- C. The AVIC shall be prepared to relocate equipment or devices provided under this scope of work when directed by the project team without cost, provided equipment has not been installed and the new location is not greater than twenty-five feet (25') from the location originally shown.
- D. Installed devices shall be located at the same height, and of the same orientation, unless otherwise noted.

1.6 SUBMITTALS IF AWARDED

- A. Shop drawings and product data of standard cataloged products shall be submitted with applicable data that meet the job requirements. Submittals that include information on multiple devices or equipment are acceptable only when items applicable to the job are identified with arrows, check marks or other call outs. The AVIC shall clearly identify which manufacturer solutions are being proposed at the time of bid response.

When shop drawings are created from or incorporated with the Technology Designer's drawings, the AVIC shall remove the Technology Designer's title blocks and replace it with the AVIC's own, unique title block. The AVIC's title block shall

include, at a minimum, the AVIC's name, address and telephone number, and the project name.

- C. Shop drawings of related equipment, devices and material shall be submitted at same time so the project team can coordinate the related components.
- D. No material or equipment shall be released for manufacture or shipment without first obtaining the approval of the project team. Only the AVIC shall be responsible for costs and coordination of returning items purchased prior to approval.
- E. AVIC shall submit an electronic copy of the submittals unless directed otherwise by the owner. These submittals may be subject to approval, or rejection with appropriate commentary. Submittals may consist of but not be limited to one or any appropriate combination of the following:
 - 1. Manufacturer product data sheets.
 - 2. Shop drawings (including single-line diagrams)
 - 3. Written specifications
 - 4. Originals or copies of the above

1.7 QUALITY ASSURANCE

- A. All materials and labor provided by the AVIC shall be of the highest quality.
- B. The AVIC shall be certified to install the audiovisual solutions that the AVIC has proposed as specified in this document.
 - 1. The AVIC shall be an authorized Panasonic dealer, and a Crestron or Extron dealer.
 - 2. Authorized Crestron dealers shall have completed Crestron's Digital Media training and shall provide documentation confirming the attendee and date of training.
 - 3. Authorized Extron Dealers shall have completed Extron IP PRO level control certification and shall provide documentation confirming the attendee and date of training.
 - 4. Authorized Extron dealers shall provide proof of recognition by Extron.

- C. Only the highest-grade components shall be considered, and all components shall be balanced with each other from an electrical and performance characteristic standpoint.
- D. All work shall be performed in a workmanlike manner according to generally accepted trade practices.
- E. The AVIC shall conform to and adhere to all job site requirements as defined by the owner. It is the responsibility of AVIC to obtain these requirements from the owner.
- F. All necessary permits are to be secured by the AVIC.
- G. Appropriate levels of insurance and bonding shall be maintained. Certificates of Insurance may be requested and shall be provided at the AVIC's expense.
- H. Any variations to the installation of the audiovisual system as described in this specification and the associated project drawings shall be subject to the control and approval of the Owner.
- I. Substitution of any materials specified in this document shall only be considered once a request to do so has been submitted in writing to the Owner for prior approval. This submittal shall discuss the scope of the change, the ramifications on the overall audiovisual systems and the advantages to be gained by the Owner.
- J. The AVIC shall conform to the following standards when provisioning and installing the new audiovisual system:
1. Building Industry Consulting Services International (BICSI) AV Design Reference Manual (AVDRM) (latest edition)
 2. ANSI/TIA-568-C.1 (including all current addenda), Commercial Building Telecommunications Cabling Standard
 3. ANSI/TIA-568-C.2 (including all current addenda), Balanced Twisted-Pair Telecommunications Cabling and Components Standard
 4. ANSI/TIA-568-C.3 (Including all current addenda), Optical Fiber Cabling Components Standard
 5. ANSI/TIA-526-14, Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant
 6. ANSI/TIA-526-7, Optical Power Loss Measurements of Installed Single-Mode Fiber Cable Plant
 7. ANSI/NECA/BICSI 568-2006, Standard for Installing Commercial Telecommunications Cabling
 8. Building Industry Consulting Services International (BICSI) Telecommunications Distribution Methods Manual (latest edition)
 9. Building Industry Consulting Services International (BICSI) Information Transport Systems Installation Manual (latest edition)
 10. ANSI/TIA-569-B, Commercial Building Standard for Telecommunications Pathways and Spaces
 11. ANSI/TIA-606-A, Administration Standard for the Telecommunications Infrastructure of Commercial Buildings

12. ANSI-J-STD-607-A, Commercial Building Grounding and Bonding Requirements for Telecommunications
13. NFPA 70 National Electrical Code (NEC) 2014 (where more stringent than local codes).
14. All applicable local, county and state building and electrical codes with local addenda
15. UL 444, Communication Cables, Published July, 2008
16. FCC Part 68 Regulations
17. IEEE 802.3, Ethernet Standard
18. The Americans with Disabilities Act (ADA)
19. Crestron's most recent Digital Media Design guide.

K. First-Named Manufacturer

1. Within these specifications and associated drawings the first-named approved manufacturer indicates that its respective device, equipment, or system may have been used to meet the job requirements and to determine the space and dimensional requirements. The AVIC's use of another pre-approved system may require that the AVIC verify that the respective device, equipment, systems, or products will meet the job requirements and will fit the allocated space.
2. The listing of a manufacturer as acceptable or pre-approved does not in any way relieve AVIC from the responsibility for providing devices, equipment or systems that meet the requirements of the specifications. The AVIC shall verify that performance requirements are met, and no two manufacturers should be trusted as exactly identical in function, fit, or finish.
3. The associated project drawings and these specifications may utilize Crestron and Extron components as a basis for design. However, the AVIC is welcome to propose an alternative manufacture that provides similar quality and type of A/V components.
 - a. Final proposals shall utilize either Extron, Crestron, or an alternative manufacturer, and never a combination of manufacturers unless the competing product is not involved with signal processing or conversion, and does not conflict with programming, operation, or maintenance of the affected system.
 - b. Because there is not a one-to-one match between all Extron and Crestron components, substitutions of products shall be reviewed by the Owner and its design team to ensure design intent has been matched, and that performance, ease-of-use, or quality has not been sacrificed for financial advantage.

1.8 COORDINATION

- A. The AVIC shall coordinate the arrangement, installation, and finishing of the audiovisual system.
 1. Where a given component offers multiple color and finish options, all such colors and finishes shall be coordinated with the Owner unless noted otherwise. This

includes colors for cabling, A/V equipment, and wall plates. The Contractor shall obtain Owner approval of colors and finishes prior to ordering materials and components.

2. The alignment and positioning of pull boxes, junction boxes, back boxes, conduit ends, stubs, sleeves, etc., with AVIC-installed devices.
 3. Network-based devices requiring IP addresses shall be coordinated with the Owner.
 4. Power and battery backup requirements shall be communicated to the Owner who shall provide this equipment.
- B. Conflicts requiring noticeable deviation from the associated project drawings, or these specifications shall be coordinated with the Owner.

PART 2 – PRODUCTS

2.1 FIRESTOPPING

- A. Fire stop systems shall be UL-listed or Factory Mutual approved. The AVIC shall furnish and install the proper fire stop system with classified products and materials compatible with the appropriate penetrating elements, type of construction material and dimensions of the wall, partition, barrier, or floor and the environment and temperature range of both sides of the opening. Fire stop systems shall maintain the original fire resistance rating of the wall, partition, barrier, or floor prior to the system penetration.
- B. Expansion type fire stop material shall be used where necessary to protect and close the opening upon failure of the penetrating element due to fire.
- C. Fire stop penetrations in fire-rated walls and floors for sleeves, wiring, cables, conduits, ducts, and cable trays.
- D. Fire stopping for openings through fire and smoke-rated walls and floor assemblies shall be listed and classified by an approved independent testing laboratory for

“Through-Penetration Firestop Systems.” The system shall meet the requirements of “Fire Tests of Through-Penetration Firestops” designated ASTM E814.

- E. “ThroughPenetration Firestop Systems.” The system shall meet the requirements of “Fire Tests of Through-Penetration Firestops” designated ASTM E814.
- F. The AVIC shall furnish and install systems fire tested by a third party according to ASTM E814 (or UL 1479) tested under positive pressure.
- G. Provide only material combinations that are qualified by independent agencies based on the material’s performance when tested in a particular configuration.
- H. Thickness of materials must be established by formal ASTM E814 or UL 1479 tests.

2.2 AUDIOVISUAL CABLING PATHWAY

A. J-Hook Cable Management (Accessible Ceiling Area): High performance UTP cable support system.

- 1. Acceptable Manufacturers: ERICO/CADLOCK B-Line or Approved Equal
- 2. Part Number: Erico-CAT32, CAT21; B-Line BCH1, BCH32, BCH64
- 3. Quantity and Model: As required for complete installation.

B. EMT Metal Conduit

- 1. Manufacturer: any manufacturer that can meet specifications
- 2. Bushing at end of conduit
- 3. Trim ring, where required for penetrations through acoustical panel, drywall ceilings, or dry wall walls exposed to view – chrome.
- 4. 1-inch minimum diameter.
- 5. Quantity: As required for complete installation.

C. EMT Metal Conduit

- 1. Manufacturer: any manufacturer that can meet specifications
- 2. Bushing at end of conduit
- 3. 1-inch minimum diameter.
- 4. Location: where cabling passes with 6 inches of the roof deck.

D. Ladder Rack

- 1. Material: 16-gauge tubular steel
- 2. Durable powder coat finish (black)
- 3. Stringer Dimensions: 0.375” W x 1.5” H
- 4. Rung spacing: 9.”
- 5. Width: 18” W
- 6. Weight capacity: 45lb/foot
- 7. Manufacturers

- a. Belden
- b. CommScope
- c. Hubbell
- d. Panduit

E. Plywood Backer Board

- 1. Material: ¾" fire-retardant treated plywood

F. Surface Raceway and Associated Hardware

- 1. Metallic, single-channel, surface raceway.
- 2. Surface raceway is not to have an adhesive backing.
- 3. Color selected by Owner from standard raceway color
- 4. Model: 2400 series minimum
 - a. Size raceways to provide minimum 40-percent fill rate.
- 5. Acceptable manufacturers
 - a. Hubbell
 - b. Wiremold
- 6. Provide single-gang, extra deep junction boxes to match raceway.
- 7. Provide a face plate to match junction boxes.
- 8. Provide trim by raceway manufacturer at corners, ends, and ceiling or wall penetrations.
- 9. Quantity: as required for complete installation.

2.3 AUDIOVISUAL CABLING

A. The AVIC shall furnish and install all audiovisual-related wiring and cabling for all components described herein, except for those cable or wiring runs that will be furnished and installed by others. Runs installed by others will be clearly noted within the specifications.

B. Where the AVIC is to furnish and install cabling, all manufacturers' respective requirements shall be met. Where manufacturer requirements differ from any

requirements provided within this specification, the more stringent of the two shall be followed.

C. Permanently fixed wiring and cabling shall be plenum-rated.

2.4 SPECIFIC AUDIOVISUAL CABLING TYPES

A. Note: Not all types of cabling listed are included in this project.

B. Digital Media Cabling

1. Where the specifications or drawings refer to Digital Media, 8G+, F/UTP or XTP and DTP cabling, the AVIC shall furnish and install shielded twisted pair cabling.
2. For Extron manufactured video extension systems XTP/DTP shielded cabling is to be used to meet the manufacturer's project certification.
3. For Crestron manufactured video extension systems Digital Media, 8G+, shielded cabling is to be used to meet the manufacturer's project certification.
4. Additional requirements for F/UTP and UTP are discussed in detail later in this Section.

C. HDMI Cabling

1. All HDMI cables shall be certified by the manufacturer to conform to the HDMI Compliance Test Specification and support 18Gbps.
2. All HDMI cables shall operate up to and including 4k signals. Category 1 HDMI cables may be furnished and installed by the AVIC provided their total run length distances are short enough to support 4k or better.
3. All HDMI cables shall be 20 AWG or 24 AWG (including drain wire). The audiovisual designs assume a 15-meter run limitation at 4k. The AVIC may utilize other gauged cabling provided the total run length distances are short enough to support 4k or better. Where field conditions require this length to be exceeded, the AVIC shall furnish and install an HDMI extender (and power supply) to meet the required distance. The AVIC shall note that some equipment featured in these designs may include HDMI amplification already, and therefore the extender may not be required.
4. Tin plated HDMI conductors shall not be used.

D. DVI Cabling

1. If the term DVI is used within these specifications, the AVIC shall note that the cable connection may be DVI-I or DVI-D; however, these specifications are intended to apply to each type.
2. These designs assume a 5-meter length limitation on the DVI cables unless noted otherwise. Where field conditions require this length to be exceeded, the AVIC shall furnish and install a DVI extender (and power supply) to meet the required distance. The AVIC shall note that some equipment featured in these designs may include DVI amplification already, and therefore the extender may not be required.

3. Where these designs assume conversion from DVI to HDMI in the patch cord, the more stringent specifications apply (noting, however, that audio and control data cannot be tested over the DVI interface).

E. VGA or RGB Cabling

1. In the rare event that the specifications call for or drawings refer to VGA or RGB cabling, the AVIC shall furnish and install three, four, five, or six-conductor component video cables as required to fulfill the intended programming functions. As such, these requirements apply to any and all types of VGA or RGB cabling.
2. The cabling may consist of either individual cables or a single sheath enclosing multiple conductors within a shield.
3. Cables shall be tested up to 3,000 Hz to ensure the ability to transmit high frequency programming, but sweep tested to less than 1,000 Hz.

F. Audio Wiring

1. Where specifications or drawings call out for audio wiring, the AVIC shall understand this to include the wiring that may connect diverse line audio connectors such as 3.5mm audio, right and left stereo audio, mixed stereo audio on a single quarter-inch jack, Phoenix, captive screw, or direct-wire systems, and so on.
2. The connector type shown or described will clarify the type of audio cable and termination method required.
3. Generally, this shall consist of single pair, shielded 22 AWG cabling unless otherwise noted or required.
4. Acceptable manufacturers include:
 - a. Extron
 - b. Crestron
 - c. E
 - d. CommScope

G. Speaker Wiring

1. Where speaker wiring appears in the drawings or specifications, the AVIC shall be responsible to calculate the final gauge for each speaker channel run.
2. Shielded, single pair (red and black) twisted pair wiring shall be used unless noted otherwise or a specific installation may call for another medium.
3. Where the system technology utilizes unshielded twisted pair cabling, the AVIC shall disregard the previous two requirements and follow the specifications for unshielded twisted pair (such as in self-amplified speaker applications).
4. Acceptable manufacturers include:
 - a. Extron
 - b. Crestron
 - c. Belden
 - d. CommScope

H. Microphone Level Cabling

1. Where specifications or drawings call out for microphone (“mic”)-level cabling, the AVIC shall understand this to be any cabling carrying a mic-level current of -30 dBu or lower, whether the cable runs from an actual microphone to a pre-amplifier or has XLR-to-XLR jacks for possible microphone input.
2. Generally, this shall consist of single pair, shielded 22 AWG cabling unless otherwise noted or required.
3. Acceptable manufacturers include:
 - a. Extron
 - b. Crestron
 - c. Belden
 - d. CommScope

I. RS-232 Cabling

1. Where the specifications call out for RS-232 cabling, the AVIC shall assume this to mean 9-pin D cabling.
2. Cables may be pre-manufactured to length; cables made in the field shall be assembled exactly to manufacturer requirements.
3. Each final RS-232 cable assembly shall support the preferred baud rate for the host system as a minimum. For example, if a host device uses a 9600 baud protocol, the cable shall support 9600 or higher baud.
4. This cable shall consist of 22 AWG, two-pair twisted pair cabling unless otherwise noted or required.
5. Acceptable manufacturers include:
 - a. Extron
 - b. Crestron
 - c. Belden
 - d. CommScope

J. Crestnet Wiring

1. Crestnet wiring shall be used to provide power and signal to Crestron devices.
2. The cabling shall consist of 18 to 22 AWG unshielded stranded wiring with a 24 AWG drain wire.
3. Category-rated UTP shall not be used for these control functions.
4. Acceptable manufacturers include:
 - a. Crestron
 - b. Belden
 - c. CommScope

K. Control or Relay Wiring

1. Where the specifications call out for control or relay cabling—such as that connecting a projection screen low voltage relay to a control system or to other

mechanical or motorized devices), the AVIC shall assume this to mean typical control cabling.

2. Cables may be pre-manufactured to length; cables made in the field shall be assembled exactly to manufacturer requirements.
3. This cable shall consist of 22 AWG, two-pair twisted pair cabling unless otherwise noted or required.
4. Acceptable manufacturers include:
 - a. Extron
 - b. Crestron
 - c. Belden
 - d. CommScope

L. Unshielded Twisted Pair (UTP) Wiring

1. All UTP cable shall be CMP (communications plenum cable) for plenum spaces or CMR listed (communications riser cable) for riser systems as specified in NEC Section 800-50.
2. UTP shall consist of Category 6 UTP rated between 250 MHz and 600 MHz
3. The AVIC shall provide and install all jacks and appropriate inserts for all audiovisual locations, including those inside the floor and table-top boxes.
4. All Category 6 UTP cables and connectors shall meet or exceed the channel requirements as defined by the latest standard referenced in the Common Work Results section (the AVIC should be aware that all testing requirements will be for the permanent link).
5. All UTP cables shall be from the same manufacturer and be the same type.
6. Only UTP cables from the following manufacturers that meet the performance specifications listed above shall be considered:
 - a. Extron
 - b. Crestron
 - c. Belden
 - d. CommScope
 - e. Hubbell
 - f. Panduit
7. Category 6 8P8C (RJ45) connectors shall be used.
8. Only UTP connectors from the following manufacturers that meet the performance specifications listed above shall be considered:
 - a. Extron
 - b. Crestron
 - c. Belden
 - d. CommScope
 - e. Hubbell
 - f. Panduit

M. Dante' (Digital Audio Network) and Other Shielded Twisted Pair (F/UTP) Wiring

1. All F/UTP cable shall be CMP (communications plenum cable) for plenum spaces or CMR listed (communications riser cable) for riser systems as specified in NEC Section 800-50.
2. F/UTP shall consist of Category 6 F/UTP rated between 350 MHz and 600 MHz.
3. All Category 6 F/UTP cable and connectors shall meet or exceed the channel requirements as defined by the latest standard referenced in the Common Work Results section (the AVIC should be aware that all testing requirements will be for the permanent link).
4. All F/UTP cable shall be from the same manufacturer and be the same type.
5. Foiled twisted pair (FTP), screened twisted pair (ScTP), and screened/unshielded twisted pair (S/UTP) solutions may be substituted, provided the selected solution is used consistently and does not consist of different products by different manufacturers.
6. Only F/UTP cables from the following manufacturers that meet the performance specifications listed above shall be considered:
 - a. Extron
 - b. Crestron
 - c. Belden
 - d. CommScope
 - e. Hubbell
 - f. Panduit
7. Category 6 8P8C (RJ45) connectors shall be used.
8. Shielded connectors shall be used in faceplates and patch panels as required by the cabling manufacturer.
9. Only shielded UTP connectors from the following manufacturers that meet the performance specifications listed above shall be considered:
 - a. Extron
 - b. Crestron
 - c. Belden
 - d. CommScope
 - e. Hubbell
 - f. Panduit

N. UTP Patch Panels

1. Provide unloaded 48-port patch panels for UTP, FTP, and XTP cabling.
 - a. Provide strain relief bars behind cabling.
2. Only shielded UTP connectors from the following manufacturers that meet the performance specifications listed above shall be considered:
 - a. Extron
 - b. Crestron
 - c. Belden

- d. CommScope
- e. Hubbell
- f. Panduit

PART 3 – EXECUTION

3.1 COMMON WORK RESULTS FOR INSTALLATION

- A. Install all materials in compliance with manufacturer's written directions.
- B. The AVIC shall protect all stored or installed materials as part of these systems before, during, or after installation from damage caused by other trade until turnover and final acceptance. If damage occurs despite such protection, remove, and replace all damaged components or the entire unit(s) as required to provide a solution in an original, undamaged condition.
- C. Install all items plumb and level. Install cabling pathways, conduit, and raceway perpendicular or parallel to walls and structure.
- D. Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- E. Verify space requirements and dimensions of items shown diagrammatically on the associated project drawings.
- F. Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the AVIC, submit a request for information to the Owner.

3.2 AUDIOVISUAL CABBING

- A. Install all cabling in accordance with manufacturer requirements or this specification as noted previously.
- B. Primary cable routes are to be coordinated with the Owner for approval prior to installation. Cable routes are not shown on the drawings.
- C. All cabling not installed in conduit or conduit stubs shall be properly supported.
- D. All cabling is to be routed parallel to structural walls.
- E. Cable runs shall contain no splice or transition points from the endpoint to the source unless noted otherwise.
- F. All cables shall be installed such that the respective manufacturer's recommended bend radius for each cable type is not exceeded.

G. The AVIC shall be responsible for verifying the actual distances and voltage drops for each cable run from one point to another.

1. Where UTP cable is being installed, the UTP data cable lengths are to be kept at two hundred ninety-five (295) feet, ninety (90) meters or less. Contractor shall notify the Owner prior to the cable installation if a UTP data cable could exceed the two hundred ninety-five (295) foot, ninety (90) meters length. Rerouting the cable will be reviewed. The rerouting of any cable installed that is over the two hundred ninety-five (295) foot, ninety (90) meter limit, and the Owner was not notified, will be at the Contractor's expense.

H. Cabling at ceilings

1. Conceal cabling above accessible ceiling, where available.
2. For inaccessible ceilings with hatchway openings, provide conduit pathway above ceiling.
3. For fully inaccessible ceilings without hatchway openings, provide metal raceway pathway mounted to ceiling. Provide extra deep junction boxes where required. Run raceway parallel to walls.
4. Cabling installed within exposed ceiling locations shall be in conduit or metal raceway. However, if it can be concealed from view by building beams or structure, it does not need to be in conduit.
 - a. Note: Speaker cabling installed above wood beams in the Oso Lounge is allowed to be supported using J-hooks. The speaker cabling shall be black color, and the J-hook supports shall be painted black.

I. Cabling at walls

1. Cabling within walls shall be concealed within the wall by either using existing conduit or by "fishing" the wall. A wall may only be fished if cabling can be run without encountering sharp objects that could damage the cabling or cabling jacket.
2. Where walls are inaccessible, provide metal raceway mounted to the wall. Provide matching extra deep junction boxes. Run raceway plumb and level.

J. For conduit or raceway, provide maximum fill ratio of 40 percent. Provide bends or fittings to maintain the recommended cable bend radius.

K. Where applicable, all cable ends shall be wrapped with shrink tubing and each shield or drain wire shall be sheathed in clear tubing.

L. All cabling and wiring shall be grouped and bundled according to the signal level in all enclosures and racks. Velcro® wraps shall be used in lieu of plastic tie wraps.

1. All audiovisual cables shall be properly dressed, tied, and trimmed at regular intervals.
 2. Cabling carrying speaker-level signals (+24dBu or higher) shall be kept separate from all other groups.
 3. Cabling carrying microphone-level signals shall be kept separated from all other groups.
 4. Cabling carrying line-level or intercom audio signals shall be kept separated from all other groups.
 5. Video cabling, HDMI, signals traveling over UTP or F/UTP, control system wiring, etc., may be grouped together. All audiovisual cables shall be properly dressed, tied, and trimmed at regular intervals.
 6. Cabling shall be arranged in bundles of 75 cables or less, to prevent heat build-up inside the bundle.
- M. Audiovisual cabling shall be kept physically separated from power cabling, whether or not the cabling travels in conduits: power and signal shall be kept physically separated below tables, within credenzas, inside racks, and so on.
- N. Inspect for and replace all wires and cables suffering from deformed, brittle, or cracked insulation, stripping in excess of 1/8-inch from point of connection, cold solder joints, flux joints, wire splatter, un-grommets, un-bushed, or un-insulated wire or cable entries, deformation, or improper radius bending.
- O. Shielded cables shall be insulated and shields shall be prevented from any contact with conduit, raceways, device panels, or equipment enclosures.
- P. Service loops shall be provided at all equipment termination points to allow for ease of installation, cleaning, service, inspection, and modification.
1. As a general rule, provide service loops of 10' at device end, and 5' near the A/V head end.
- Q. Cable pulling lubricants, where used, shall be approved by the cable manufacturer so that the lubricating compound cannot deteriorate the cable jacket.
- R. J-Hooks shall be installed in areas where ducts, conduits or cable trays are not available.
1. Cables shall never rest upon ceiling tiles, lighting fixtures, stud walls, or piping. All cables shall be properly supported to prevent this and shall be supported at a minimum of every four to five feet to reduce sag in the cabling. The sag shall be a maximum of 8 inches between supports. If the maximum sag cannot be maintained, additional supports shall be provided.

2. The routing of all copper data cable above any accessible ceiling shall be properly managed and independently supported above the ceiling support system. Management rings and/or J-hooks are to be mounted to the building walls and permanent building structure with suitable attachments and the cables are to be routed within these management devices.
- S. Cable routing shall be such that the cable is not closer than six (6) inches from fixture ballasts; twelve (12) inches from conduit and cables used for electrical power distribution; and four (4) feet from motors, transformers and/or any other device capable of emitting RF noise and electromagnetic interference.
 - T. Cables shall not be routed within 6" of the bottom of metal roof deck. Where this cannot be avoided, provide IMC conduit for protection. Maintain specified fill rate limit for IMC conduit.
 - U. The AVIC shall protect all stored or installed materials a part of these systems before, during, or after installation from damage caused by other trades until turnover and final acceptance. If damage occurs despite such protections, remove and replace all damaged components or the entire unit(s) as required to provide a solution in an original, undamaged condition.
 - V. Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
 - W. Verify space requirements and dimensions of items shown diagrammatically on the associated project drawings.
 - X. Immediate discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the AVIC, submit a request for information (RFI) to the Owner.

3.3 SPECIFIC AUDIOVISUAL CABLING TYPES

A. Note: Not all types of cabling listed are included in this project.

B. Digital Media Cabling

1. The AVIC shall ensure that any video content sent across the 8G+, DM, or Digital Media cables shall send 4k from the source and receive 4k programming at the far end with no step down to interlaced video or 1080p. The AVIC shall use test 4k source content to verify that the maximum resolution for the video display is properly exchanged through EDID. The design may include non 4k sources; nevertheless, AVIC shall use a 4k test to ensure that future components will be properly supported by the AVIC's installation.
2. Likewise, any devices specified to transmit and receive at 4K connections shall maintain consistent 4K programming from source to output, unless the design

inherently allows for a step-down to 4k due to the inclusion of a non-4K component in the signal path.

C. HDMI Cabling

1. The AVIC shall ensure that the cable can send 4k from the source and receive 4k programming at the far end with no step down to interlaced video or 1080p. The AVIC shall use test 4k source content to verify that the maximum resolution for the video display is properly exchanged through EDID. The design may include non 4k sources; nevertheless, AVIC shall use a 4k test to ensure that future components will be properly supported by the AVIC's installation.
2. Verify that vertically oriented HDMI connectors will not dislodge and fall out of the HDMI ports on any component. The AVIC shall utilize strain relief and/or port savers to mitigate this risk.
3. Maintain a bend radius of four inches (4") unless the manufacturer specifies a greater bend radius. In all cases, the AVIC shall follow the more stringent requirement.

D. DVI Cabling

1. Where DVI connectors have thumb screws, do not over-tighten the thumb screws so that tools must be used to remove them in the future. Tighten them by hand only to where resistance is felt, and then a 90° turn back.
2. Attach any required DVI extenders in compliance with that manufacturer's requirements.
3. Perform a functional test to ensure that 1080p and 4k programming is possible in the final configuration by using a test source in 4k format.
4. Maintain a 5-inch minimum bend radius for DVI cabling unless the manufacturer specifies a greater bend radius. In all cases, the AVIC shall follow the more stringent requirement.

E. VGA and BNC Cabling

1. Where VGA connectors have thumb screws, do not over-tighten the thumb screws so that tools must be used to remove them in the future. Tighten them by hand only to where resistance is felt, and then a 90° turn back.
2. Where BNC connectors are used, the AVIC may utilize pre-terminated cable assemblies or attach the connectors in the field to a custom length of cable. Where the latter are used, the AVIC shall use heat-shrink crimp connectors and not twist-on BNC heads.

F. Audio Wiring

1. The AVIC shall not strip any audio wiring less than or greater than three-sixteenths of an inch (3/16").
2. The AVIC shall not tin the wires.
3. Follow all manufacturer requirements for audio wiring.
4. The AVIC shall follow all bend radius requirements as directed by the manufacturer for each type of cable.

5. When using unbalanced audio, the AVIC shall not connect the sleeve to the negative contact; the AVIC shall connect the sleeve wire to the ground contact.
6. When using balanced audio, the AVIC shall connect the sleeve wire to the ground contact, and the ring wire to the negative contact.
7. The bend radius shall be no less than one and one-half (1.5) inches.

G. Speaker Wiring

1. The AVIC shall review the design drawings and conduit in the field and determine the appropriate gauge for each speaker run. In some cases, multiple speaker channels may be supported in a shared conduit.
2. The AVIC shall follow all bend radius requirements as directed by the manufacturer for each type of cable.
3. Where flex conduits have been provided, treat the free end of the conduit as required to protect the wiring, and trim the wiring to the required length before connecting to the speaker.

H. Microphone Level Cabling

1. Microphone-level cables should always be routed in their own conduits or pathway, separate from other signals. Minimize occurrences where this situation occurs.
2. Where microphone-level cabling is run parallel to other low voltage cabling, the AVIC shall strive to maintain a one-foot (1') separation as long as possible; this may not always be possible when cabling connects to rack-mounted equipment.
3. When wiring XLR connectors, pin 1 shall be used for ground, pin 2 for live signal, and pin 3 for return signal unless the manufacturer of the jack has other, specific polarity requirements for 4-pin or 5-pin XLR connectors are used.
4. The bend radius shall be no less than one and one-half (1.5) inches.

I. RS-232 Cabling

1. After installation, test each RS-232 cable by sending and receiving commands to and from the controlled device.
2. Ensure the device is communicating at the recommended baud rate.
3. Unless required otherwise by a specific device, use the green wire for ground (pin 5), the white wire to receive (pin 3), the red wire to transmit (pin 2), and the black wire for pin 9.
4. Maintain a bend radius of at least one-and-six-tenths (1.6) inches.

J. CrestNet Wiring

1. After installation, test each control cable by sending commands to the controlled devices.
2. Maintain a bend radius of at least two and one-half (2.5) inches.

K. Control or Relay Wiring

1. After installation, test each control cable by sending commands to the controlled device.
2. Maintain a bend radius of at least one-and-six-tenths (1.6) inches.

L. Unshielded Twisted Pair (UTP) Wiring

1. The AVIC shall coordinate with the Owner the exact color and orientation and placement of all faceplates before any components are purchased and installed.
2. All UTP cable and connecting hardware shall be rated as Category 6 and shall exceed the most current ANSI/TIA performance specifications for Category 6 permanent link (as shown in this specification's overview) unless stated otherwise.
3. The T568B wiring pattern shall be used for all UTP cable terminations.
4. All vertically run cables not in conduit or raceway shall be secured to the wall every forty-eight inches (48").
5. All cables shall be installed such that the manufacturer's bend radius is not exceeded.
6. The AVIC shall be responsible for verifying the actual lengths for each UTP cable run.
7. Cable pulling lubricants, where used, shall be approved by the cable manufacturer so that the lubricating compound can not deteriorate the cable jacket.
8. Verify cabling colors with Owner prior to purchase and installation. Where multiple colors are available, cabling shall match mounting conditions, such as white cabling at ceilings and black cabling at wood-beam structure.
9. The AVIC shall assume responsibility for any damage to the cable during installation.
10. The AVIC shall test to TIA/EIA standards, label per the Owner's requirements, and document the cabling.

M. Shielded Twisted Pair (F/UTP) Wiring

1. Execution requirements shall match those for UTP wiring, above.

3.4 LABELING

- A. All cables are to be individually labeled at each end. Labels are to be secured to the cable jacket within 6" from both cable jacket ends for each copper cable.
- B. Labels at the drop location faceplate shall be placed appropriately in the area of the faceplate designated for labeling.
- C. Labels on the patch panel shall be secured to the metal surface.
- D. Labeling convention to be determined by Owner.

3.5 BONDING

- A. Connect to existing telecommunications grounding at MDF/IDF. Existing and new grounding to comply with ANSI/NECA/BICSI-607, Telecommunications and

Grounding Planning and Installations Methods for Commercial Buildings.

1. Where no grounding exists, ensure that patch panels are bonded to the rack. Install new patch panels with grounding screws or grounding cage nuts. Reinstall new grounding screws or cage nuts for existing patch panels. Test that both new and existing patch panels are bonded to existing racks.
- B. Where a Telecommunications Grounding Bus Bar (TGB) or a Telecommunications Main Grounding Bus Bar (TMGB) exists, bond the new equipment to it.
 1. Bond the following (if not bonded already).
 - a. New patch panels.
 - b. New ladder rack.
 - c. New equipment.
- C. Conduct 2-point tests to verify bonding of patch panels, cabinets, and equipment.
 - a. Verify bonding from the TMGB or TGB to the building ground with resistance of 0.1 ohm or less.
 - b. Test bonding of new patch panels, ladder racks, and racks to the TMGB or TGB with resistance of 0.1 ohm or less.
 - c. Document the results of the test and submit them to the Owner for review.

3.6 FIRESTOPPING

- A. The AVIC shall install fire stopping material in accordance with construction elements and manufacturer specification.
 - i. All interior full-height walls (extending from floor slab to underside of floor or roof slab above), exterior walls, floor slabs, roof slabs, stairway enclosures, duct risers and elevator shafts are considered fire barriers (fire-rated). All penetrations through fire barriers must be fire stopped in accordance with the Contract Documents. Through-floor penetrations and all penetrations installed within fire barriers shall be fire stopped to the rating of the associated floor and/or wall after the cables and/or sleeves have been installed.
 - a. The Contractor shall provide conduit sleeves or other approved firestopping for penetrations through all floors and full-height walls. See the Products section for other firestopping sleeve products.
 - b. Note: the Contractor shall also provide conduit sleeves through non-firestopped walls. The sleeves shall be secured and sealed to walls and floors but the openings in the sleeves do not need to be firestopped.

- B. Existing raceways, cable trays, and cabling that penetrate existing building construction shall be firestopped to the extent necessary to fill cavities that may exist between existing building construction and existing communications penetrations or existing conduit sleeve, and between existing conduits and existing conduit sleeve.
 - a. If the Contractor uses an existing opening or gap in a wall or floor, the Contractor shall become responsible for bringing that opening up to the firestopping requirements described in these Specifications and in the referenced standards.
- C. Coordinate each firestop selection with adjacent work. In areas accessible to the public and other "finished" areas, firestop systems work shall be selected, installed, and finished to the quality of adjacent surfaces of building construction being penetrated.
- D. Thoroughly clean and remove any fire stopping material that drips or falls onto wall or floor surfaces.
- E. After installation, protect the fire stop material from damage during construction. If damage occurs despite such protections, remove, and replace fire stopping material as required to restore the integrity of the fire rating.

3.7 CLOSE-OUT AND FINAL ACCEPTANCE

- A. At the time of completion of the installation, the Contractor shall notify, in writing, the Owner's PM for a walk through of the installation for the purpose of preparing a final punch list towards acceptance of the installation. Once the items on the final punch list have been corrected by the Contractor, they are to submit another request to review the punch list items and acceptance of the installation.
- B. The Contractor is required to submit "As-Built" computer generated electronic record drawings in AutoCAD format.
 - 1. Owner shall provide the Contractor with AutoCAD floor plan base sheets to use for As-Built drawings.
- C. Prior to final acceptance and payment, the Contractor shall provide the Owner with a warranty certificate and registration for this installation.
- D. See Section 275117.5 for audiovisual support and warranty requirements.

END OF SECTION

SECTION 275117.5 – AUDIOVISUAL SUPPORT AND WARRANTY REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings (“associated project drawings”) and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes the support and warranty of the audiovisual system.

1.3 SCOPE

- A. The AVIC shall provide all materials, tools, equipment, and labor required for the complete installation of the Work called for in the contract documents provided by the Owner, related to the specifications and requirements for the support and warranty of the audiovisual system.

PART 2 – PRODUCTS

2.1 SUPPORT AND WARRANTY

- A. The audiovisual system shall be end-to-end certified by the AVIC.
- B. An extended material, labor and performance warranty shall be provided by the installer for a period of at least one (1) year.
- C. The AVIC shall provide ongoing support for warranty work as well as modifications and enhancements that may be required as part of that warranty.

The AVIC shall provide pricing for optional service contracts that would extend the warranty period of the installation. Terms shall include any and all benefits of their warranty.

PART 3 – EXECUTION

3.1 SUPPORT AND WARRANTY

- A. The AVIC shall repair or replace all defective equipment or workmanship (with no cost to Owner) for a period of one (1) year from the date of the acceptance

demonstration, regardless of when the equipment was originally purchased, or workmanship performed by the AVIC. The commencement date of the warranty shall begin and only begin with the acceptance demonstration.

1. Provide a warranty letter, signed by an officer of the AVIC, that verifies the warranty.
- B. Provide manufacturer's warranty certificates for cabling. For structured cabling, provide a 25-year warranty, signed by the manufacturer.
- C. Any and all equipment furnished as part of this installation shall be warranted for parts and labor for one (1) year or the entire span of the respective manufacturer's warranty (whichever is longer).
- D. The AVIC shall respond to any reports of defective system performance by the Owner within forty-eight (48) business hours. The AVIC shall respond by assessing and diagnosing the problem. The time to repair or replace any defective item covered by the warranty shall be no longer than is required to receive replacement parts plus forty-eight (48) hours.
- E. The AVIC shall provide a minimum of four (4) service visits to the site for inspection, cleaning, and adjustment of the equipment during the year-long warranty period. These shall be scheduled with the Owner prior to each visit so that questions or follow-up issues can be gathered and presented, if and where necessary. The AVIC shall deliver to the Owner all documentation outlining the terms and conditions of the warranty.
- F. The AVIC may present at time of proposal any additional service packages and support or warranty plans in addition to those required here, including but not limited to:
 1. An extended 2-year plan
 2. An extended 3-year plan

END OF SECTION



MISSION VIEJO

CLIENTFIRST TECHNOLOGY CONSULTING

590 PLAZA DRIVE SCHLIMBURG, IL 60173 847.598.0345

ISSUED FOR BID 6/26/2023 Date

No. Revision / Submissions

CITY OF MISSION VIEJO

Project Name: NORMAN P. MURRAY COMMUNITY & SENIOR CENTER

AUDIOVISUAL UPGRADE

MISSION VIEJO, CA 92681

Audiovisual REFLECTED CEILING PLAN - AREA A

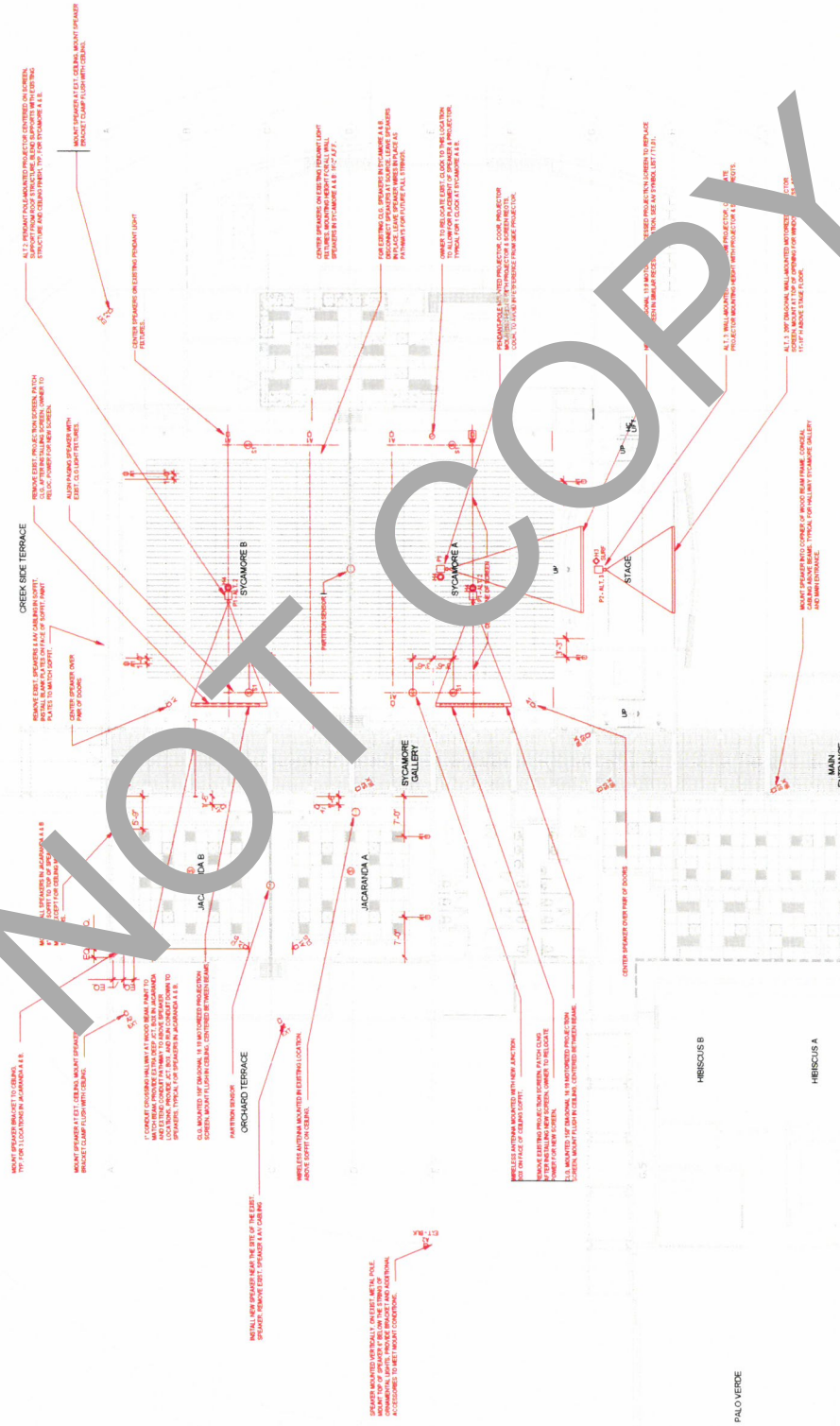
T3.01A

PROJECT NORTH

1 AUDIOVISUAL REFLECTED CEILING PLAN AREA A SCALE: 1/8" = 1'-0"

DO NOT COPY

NOTE: ALTERNATE 1 INCLUDES AV SERVING JACARANDA & B



PALO VERDE



CLIENTFIRST
TECHNOLOGY CONSULTING
890 PLAZA DRIVE
SAN JOSE, CA 95128
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ISSUED FOR BID 6/20/22
Date

No. Revisions / Submittals

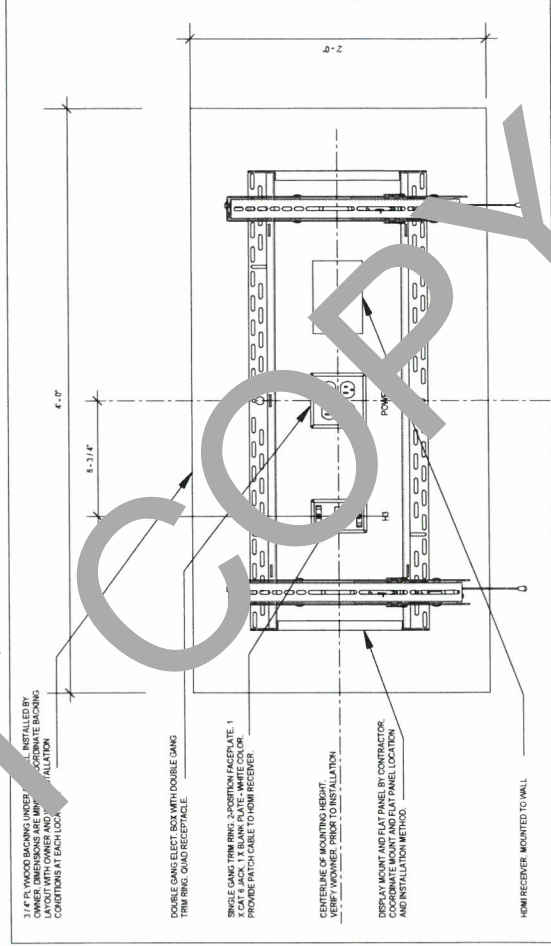
CITY OF MISSION VIEJO
Project Name
**NORMAN P. MURRAY
COMMUNITY & SENIOR
CENTER**
**AUDIOVISUAL
UPGRADE**

MISSION VIEJO, CA 92691
Sheet Name
AUDIOVISUAL DETAILS

Sheet Number

T7.01

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1 FLAT PANEL DISPLAY MOUNTING - ALTERNATE 2

SCALE: 3" = 1'-0"

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