

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

538



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
January 11, 2012

**SUBJECT:** Riverside County Administrative Center Boardroom Audio Visual System Upgrade

**RECOMMENDED MOTION:** That the Board of Supervisors

1. Approve the attached Professional Services Agreement with Integrated Media Systems (IMS), of Irvine, California to repair and upgrade the existing Audio Visual (AV) system in the first floor boardroom of the Riverside County Administrative Center (CAC);
2. Authorize the Chairman of the Board to execute the Professional Services Agreement with IMS in the amount of \$175,504;

(Continued)

*Robert Field*

Robert Field  
Assistant County Executive Officer/EDA

REVIEWED BY CIP

*Christopher Hines*

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 199,904	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

**COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:** No

<b>SOURCE OF FUNDS:</b> CAC Annex Maintenance Budget	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Jennifer V. Sargent*  
Jennifer V. Sargent

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: January 24, 2012  
xc: EDA, CIP, Auditor

Kecia Harper-Ihem  
Clerk of the Board

By: *Kecia Harper-Ihem*  
Deputy

Prev. Agn. Ref.: N/A

District: 2

Agenda Number:

3.12

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong* 1/12/12  
 DATE: 1/11/12  
 Department: SAMUEL WONG  
 FORM APPROVED COUNTY COUNSEL  
 BY: *Marshall Victor*  
 MARSHALL VICTOR

Dept' Recomm.:  Consent  
 Per Exec. Ofc.:  Consent  
 Policy  
 Policy



**RECOMMENDED MOTION:** (Continued)

3. Approve the total project budget of \$199,904; and
4. Delegate project management authority for this project to the Assistant County Executive Officer/EDA in accordance with applicable Board policies.

**BACKGROUND:**

Working with the Executive Office and the Clerk of the Board, the Economic Development Agency (EDA) initiated a project to complete some critical repairs to, and conduct an assessment of, the AV system in the Boardroom of the Riverside CAC. IMS was selected to investigate the current status of the system and submit a report stating their observations, findings, actions and recommendations. IMS completed the assessment and submitted the Findings Report which has been reviewed by EDA and AV support personnel from the Clerk of the Board. The recommendations accepted by this review team are included in the attached Professional Services Agreement.

The CAC Board Room is used by the Board of Supervisors and others for public meetings on a weekly basis, and the AV equipment needs to operate at the highest level possible to ensure the audience can properly see and hear proceedings. It has been almost ten years since the Boardroom was completed and many aspects of the system require life-cycle change out. Additionally, some aspects of the system are approaching obsolescence due to the rapid advance of AV technology, which can compromise the ability of county personnel to operate the equipment effectively and/or hinder their ability to interface the boardroom media systems with other media systems. The upgrades and system improvements proposed here will resolve larger system issues and prevent potential breakdowns and inadequacies in the AV system.

Though other companies provide these kinds of services, IMS already understands the design and construction of this system and they don't have to perform a completely new design process or investigate intricate system operations in order to perform the necessary modifications and upgrades. Single source award is recommended for this specific project since the upgrades and system improvements addressed in this scope of work will resolve overall system issues that will prevent potential breakdowns and inadequacies in the current AV system. Finally, having this work performed by the same company that installed the existing system saves the County time and money as this work will extend the life of the existing system.

**PROJECT BUDGET:**

The approximate allocation of the project budget is as follows:

Construct and Upgrade AV System:	\$ 175,504
Project Management:	\$ 6,850
Project Contingency:	<u>\$ 17,550</u>
<b>TOTAL:</b>	<b>\$ 199,904</b>

**FINANCIAL IMPACT:** (Commences on Page 3)



Economic Development Agency  
Riverside County Administrative Center Boardroom Audio Visual System Upgrade  
January 11, 2012  
Page 3

**FINANCIAL IMPACT:**

All costs associated with this project will be funded through CAC Annex Maintenance Budget thus no net county cost will be incurred as a result of this agreement.

Attachment:

Professional Services Agreement



CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this 24th day of January, 2012, by and between Integrated Media Systems (herein referred to as "CONSULTANT"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY").

WHEREAS, Government Code Section 23000 et seq. authorizes the COUNTY to contract for services with a person who is specially trained and experienced, and who is competent to perform the special services required; and

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES: Consultant shall perform all services and other activities necessary to provide the specialized incorporation of design and installation of audio visual equipment and systems (AV System) such that the existing AV System is upgraded in a complete, integrated and proper manner for the Project described as Riverside CAC Boardroom AV Upgrade. Consultant shall provide all services in accordance with best industry standards and this Agreement and as outlined and specified in Exhibit A, consisting of Nineteen (19) page(s), attached hereto and by this reference incorporated herein. For the portions of work incidental to the professional services provided in this Agreement and that may fall under the purview of public works, the consultant shall possess the appropriate California contractor's license or shall engage a sub-contractor who meets all requirements; and the consultant and/or their subcontractor shall comply with Exhibit B, General Terms and Conditions, consisting of five (5) page(s), attached hereto and by this reference incorporated herein. In general, for professional services rendered by this consultant this Professional Services Agreement shall apply. Where this consultant provides installation governed by Public Contract Code, the General Terms and Conditions (Exhibit B) shall apply.

1.1 Consultant represents and maintains that it is skilled in the professional

1 calling necessary to perform all services, duties and obligations required by this  
2 Agreement to fully and adequately complete the project. Consultant shall perform the  
3 services and duties in conformance to and consistent with the standards generally  
4 recognized as being employed by professionals in the same discipline in the State of  
5 California. Consultant further represents and warrants to the County that it has all  
6 licenses, permits, qualifications and approvals of whatever nature are legally required to  
7 practice its profession. Consultant further represents that it shall keep all such licenses  
8 and approvals in effect during the term of this Agreement.

9 2. PERIOD OF PERFORMANCE: Consultant shall commence performance of  
10 services within one (1) calendar day after execution of this Agreement, and shall diligently  
11 perform the services to full completion of the Project as required and in accordance with the  
12 scheduled Project completion date of June 30, 2012 unless sooner terminated as specified in  
13 Paragraph 8, or extended as provided in Paragraph 13. All applicable indemnification provisions  
14 in this Agreement shall remain in effect following the termination of this Agreement.

15 3. COMPENSATION: The County shall pay the Consultant for services performed  
16 and expenses incurred as follows:

17 3.1 County shall pay to Consultant for services performed and expenses  
18 incurred in accordance with the Scope of Services set forth in Exhibit A. The total  
19 amount of compensation paid to Consultant under this Agreement shall not exceed the  
20 sum of One-Hundred Seventy Five Thousand, Five-Hundred and Four Dollars (\$175,504)  
21 including the lump sum, base cost of \$157,986; \$5,118 for tax; a one year maintenance  
22 agreement with four visits for \$ 7,400; and an AVPS grant of \$5,000 unless, a written  
23 amendment to this Agreement is executed by both parties prior to performance of  
24 additional services.

25 3.2 Reimbursable expenses are not a part of this Agreement unless a written  
26 amendment to this Agreement is executed by both parties prior to performance of such  
27 services as would require reimbursable expenses.

28 3.3 Said compensation shall be paid in accordance with an invoice submitted



1 to County by Consultant within fifteen (15) days from the last day of each calendar  
2 month, and County shall pay the invoice within thirty (30) days from the date of receipt  
3 of the invoice.

4 4. INDEPENDENT CONTRACTOR: County retains Consultant on an independent  
5 contractor basis. Consultant is not, and shall not be considered to be in any manner, an  
6 employee, agent or representative of the County. Consultant shall not be entitled to any benefits  
7 payable to employees of County including County Workers' Compensation benefits. County is  
8 not required to make any deductions from the compensation payable to Consultant under this  
9 Agreement, and as an independent contractor, Consultant hereby holds County harmless from  
10 any and all claims that may be made against County based upon any contention by any third  
11 party that an employer-employee relationship exists by reason of this Agreement.

12 Personnel performing any services under this Agreement on behalf of Consultant shall at  
13 all times be under Consultant's exclusive direction and control. Consultant shall pay all wages,  
14 salaries and other amounts due such personnel in connection with their performance of service  
15 and as required by law. Consultant shall be responsible for all reports and obligations respecting  
16 such personnel, including but not limited to, social security taxes, income tax withholdings,  
17 unemployment insurance, and workers' compensation insurance.

18 5. CONSULTANT'S RESPONSIBILITY: It is understood that the Consultant has  
19 the skills, experience and knowledge necessary to perform the services agreed to be performed  
20 under this Agreement, and that the County relies upon the Consultant's representations about its  
21 skills, experience and knowledge to perform the Consultant's services in a competent manner.  
22 Acceptance by the County of the services to be performed under this Agreement does not operate  
23 as a release of said Consultant from responsibility for the work performed. It is further  
24 understood and agreed that the Consultant is apprised of the scope of the work to be performed  
25 under this Agreement and the Consultant agrees that said work can and shall be performed in a  
26 fully competent manner.

27 6. INDEMNITY AND HOLD HARMLESS – The CONSULTANT agrees to and  
28 shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments

1 and Special Districts, their respective directors, officers, Board of Supervisors, elected and  
2 appointed officials, employees, agents and representatives (hereinafter individually and  
3 collectively referred to as "Indemnitees") from all liability, including, but not limited to loss,  
4 suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence,  
5 recklessness, willful misconduct, errors or omissions of CONSULTANT, its directors, officers,  
6 partners, employees, agents or representatives or any person or organization for whom  
7 CONSULTANT is responsible, arising out of or from the performance of services under this  
8 Agreement. To the extent a loss, suit, claim, demand, action, or proceeding is based on actual or  
9 alleged acts or omissions of CONSULTANT which are not design professional services,  
10 CONSULTANT shall indemnify Indemnitees whether or not CONSULTANT is negligent.

11 The duty to indemnify does not include loss, suits, claims, demands, actions, or  
12 proceedings caused by actual negligence of Indemnitees; however, any actual negligence of  
13 Indemnitees will only affect the duty to indemnify for the specific act found to be negligence,  
14 and will not preclude a duty to indemnify for any act or omission of CONSULTANT.

15 CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including  
16 but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims,  
17 demands, actions, or proceedings based or alleged to be based on any act or omission of  
18 CONSULTANT arising out of or from the performance of services under this contract. The duty  
19 to defend applies to any alleged or actual negligence, recklessness, willful misconduct, error or  
20 omission of CONSULTANT. The duty to defend shall apply whether or not CONSULTANT is a  
21 party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the  
22 plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to  
23 be actively negligent, unless the act or omission at issue was caused by the sole active negligence  
24 of Indemnitees. The duty to defend however only applies to the acts or omissions of the  
25 Consultant.

26 The specified insurance provisions and limits required in this contract shall in no way  
27 limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless Indemnitees  
28 from third party claims.

1 In the event there is conflict between the indemnity and defense provisions and California  
2 Civil Code Section 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to  
3 comply with Civil Code sections 2782 and 2782.8.

4 7. INSURANCE: Without limiting CONSULTANT'S indemnification,  
5 CONSULTANT shall maintain in force at all times during the performance of this Agreement,  
6 insurance policies evidencing coverage during the entire term of the Agreement as follows:

7 A. Workers' Compensation:

8 If the CONSULTANT has employees as defined by the State of California, the  
9 CONSULTANT shall maintain statutory Workers' Compensation Insurance  
10 (Coverage A) as prescribed by the laws of the State of California. Policy shall  
11 include Employers' Liability (Coverage B) including Occupational Disease with  
12 limits not less than \$1,000,000 per person per accident. The policy shall be  
13 endorsed to waive subrogation in favor of The County of Riverside, and, if  
14 applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

15 B. Commercial General Liability:

16 Commercial General Liability insurance coverage, including but not limited to,  
17 premises liability, contractual liability, products and completed operations  
18 liability, personal and advertising injury covering claims which may arise from or  
19 out of CONSULTANT'S performance of its obligations hereunder. Policy shall  
20 name all Agencies, Districts, Special Districts, and Departments of the County of  
21 Riverside, their respective directors, officers, Board of Supervisors, employees,  
22 elected or appointed officials, agents or representatives as Additional Insureds.  
23 Policy's limit of liability shall not be less than \$1,000,000 per occurrence  
24 combined single limit. If such insurance contains a general aggregate limit, it  
25 shall apply separately to this agreement or be no less than two (2) times the  
26 occurrence limit.

27 C. Vehicle Liability:

28 If CONSULTANT'S vehicles or mobile equipment are used in the performance

1 of the obligations under this Agreement, then CONSULTANT shall maintain  
2 liability insurance for all owned, non-owned or hired vehicles so used in an  
3 amount not less than \$1,000,000 per occurrence combined single limit. If such  
4 insurance contains a general aggregate limit, it shall apply separately to this  
5 agreement or be no less than two (2) times the occurrence limit. Policy shall name  
6 all Agencies, Districts, Special Districts, and Departments of the County of  
7 Riverside, their respective directors, officers, Board of Supervisors, employees,  
8 elected or appointed officials, agents or representatives as Additional Insureds.

9 **D. Professional Liability:**

10 Consultant shall maintain Professional Liability Insurance providing coverage for  
11 performance of work included within this Agreement, with a limit of liability of  
12 not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If  
13 Consultant's Professional Liability Insurance is written on a claims made basis  
14 rather than an occurrence basis, such insurance shall continue through the term of  
15 this Agreement. Upon termination of this Agreement or the expiration or  
16 cancellation of the claims made insurance policy Consultant shall purchase at his  
17 sole expense either 1) an Extended Reporting Endorsement (also known as Tail  
18 Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date  
19 back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate  
20 through Certificates of Insurance that Consultant has maintained continuous  
21 coverage with the same or original insurer. Coverage provided under items; 1), 2)  
22 or 3) will continue for a period of five (5) years beyond the termination of this  
23 Agreement.

24 **E. General Insurance Provisions - All lines:**

25 1) Any insurance carrier providing insurance coverage hereunder shall be  
26 admitted to the State of California and have an A M BEST rating of not less than  
27 A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk  
28 Manager. If the County's Risk Manager waives a requirement for a particular

1 insurer such waiver is only valid for that specific insurer and only for one policy  
2 term.

3 2) The CONSULTANT'S insurance carrier(s) must declare its insurance  
4 deductibles or self-insured retentions. If such deductibles or self-insured  
5 retentions exceed \$500,000 per occurrence such deductibles and/or retentions  
6 shall have the prior written consent of the County Risk Manager before the  
7 commencement of operations under this Agreement. Upon notification of  
8 deductibles or self insured retention's unacceptable to the COUNTY, and at the  
9 election of the Country's Risk Manager, CONSULTANT'S carriers shall either;  
10 1) reduce or eliminate such deductibles or self-insured retention's as respects this  
11 Agreement with the COUNTY, or 2) procure a bond which guarantees payment  
12 of losses and related investigations, claims administration, and defense costs and  
13 expenses.

14 3) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to  
15 furnish the County of Riverside with either 1) a properly executed original  
16 Certificate(s) of Insurance and certified original copies of Endorsements effecting  
17 coverage as required herein, or 2) if requested to do so orally or in writing by the  
18 County Risk Manager, provide original Certified copies of policies including all  
19 Endorsements and all exhibits thereto, showing such insurance is in full force and  
20 effect. Further, said Certificate(s) and policies of insurance shall contain the  
21 covenant of the insurance carrier(s) that thirty (30) days written notice shall be  
22 given to the County of Riverside prior to any material modification, cancellation,  
23 expiration or reduction in coverage of such insurance. In the event of a material  
24 modification, cancellation, expiration, or reduction in coverage, this Agreement  
25 shall terminate forthwith, unless the County of Riverside receives, prior to such  
26 effective date, another properly executed original Certificate of Insurance and  
27 original copies of endorsements or certified original policies, including all  
28 endorsements and Exhibits thereto evidencing coverage's set forth herein and the

1 insurance required herein is in full force and effect. *CONSULTANT shall not*  
2 *commence operations until the COUNTY has been furnished original*  
3 *Certificate (s) of Insurance and certified original copies of endorsements or*  
4 *policies of insurance including all endorsements and any and all other Exhibits*  
5 *as required in this Section. An individual authorized by the insurance carrier*  
6 *to do so on its behalf shall sign the original endorsements for each policy and*  
7 *the Certificate of Insurance.*

8 4) It is understood and agreed to by the parties hereto and the insurance  
9 company(s), that the Certificate(s) of Insurance and policies shall so covenant and  
10 shall be construed as primary insurance, and the COUNTY'S insurance and/or  
11 deductibles and/or self-insured retention's or self-insured programs shall not be  
12 construed as contributory.

13 5) The COUNTY'S Reserved Rights--Insurance. If, during the term of this  
14 Agreement or any extension thereof, there is a material change in the scope of  
15 services; or, there is a material change in the equipment to be used in the  
16 performance of the scope of work (such as the use of aircraft or watercraft) the  
17 COUNTY reserves the right to adjust the types of insurance required under this  
18 Agreement and the monetary limits of liability for the insurance coverage's  
19 currently required herein, if; in the County Risk Manager's reasonable judgment,  
20 the amount or type of insurance carried by the CONSULTANT has become  
21 inadequate.

22 6) CONSULTANT shall pass down the insurance obligations contained  
23 herein to all tiers of subcontractors working under this Agreement.

24 8. TERMINATION: County may, by written notice to Consultant, terminate this  
25 Agreement in whole or in part at any time. Such termination may be for County's convenience  
26 or because of Consultant's failure to perform its duties and obligations under this Agreement  
27 including, but not limited to, the failure of Consultant to timely perform Services pursuant to the  
28 Schedule of Services described in Exhibit A to this Agreement.

1           8.1    Discontinuance of Services. Upon Termination, Consultant shall, unless  
2 otherwise directed by the Notice, discontinue all services and deliver to the County all  
3 data, estimates, graphs, summaries, reports, and other related materials as may have been  
4 prepared or accumulated by Consultant in performance of Services, whether completed or  
5 in progress.

6           8.2    Effect of Termination for Convenience. If the termination is to be for the  
7 convenience of the County, the County shall compensate Consultant for services  
8 satisfactorily provided through the date of termination. Consultant shall provide  
9 documentation deemed adequate by County to show the Services actually completed by  
10 Consultant prior to the date of termination. This Agreement shall terminate thirty (30)  
11 days following receipt by the Consultant of the written Notice of Termination.

12           8.3    Effect of Termination for Cause. If the termination is due to the failure of  
13 Consultant to fulfill its obligations under this Agreement, Consultant shall be  
14 compensated for those Services which have been completed in accordance with this  
15 Agreement and accepted by the County. In such case, the County may take over the  
16 work and prosecute the same to completion by contract or otherwise. Further, Consultant  
17 shall be liable to the County for any reasonable additional costs incurred by the County to  
18 revise work for which the County has compensated Consultant under this Agreement, but  
19 which the County has determined in its sole discretion needs to be revised in part or  
20 whole to complete the Project. Prior to discontinuance of Services, the County may  
21 arrange for a meeting with Consultant to determine what steps, if any, Consultant can  
22 take to adequately fulfill its requirements under this Agreement. In its sole discretion,  
23 County's Representative may propose an adjustment to the terms and conditions of the  
24 Agreement, including, but not limited to, the contract price, a reasonable cure period and  
25 schedule revisions. Such contract adjustments, if accepted in writing by the Parties, shall  
26 become binding on Consultant and shall be performed as part of this Agreement. In the  
27 event of termination for cause, unless otherwise agreed to in writing by the parties, this  
28 Agreement shall terminate seven (7) days following the date the Notice of Termination

1 was mailed to the Consultant. Termination of this Agreement for cause may be  
2 considered by the County in determining whether to enter into future agreements with  
3 Consultant.

4 8.4 Notwithstanding any of the provisions of this Agreement, Consultant's  
5 rights under this Agreement shall terminate (except for fees accrued prior to the date of  
6 termination) upon dishonesty, or a willful or material breach of this Agreement by  
7 Consultant, or in the event of Consultant's unwillingness or inability for any reason  
8 whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to  
9 Section 8. In such event, Consultant shall not be entitled to any further compensation  
10 under this Agreement.

11 8.5 Cumulative Remedies. The rights and remedies of the parties provided in  
12 this Section are in addition to any other rights and remedies provided by law or under this  
13 Agreement.

14 9. CONFLICT OF INTEREST: Consultant covenants that it presently has no  
15 interest, including but not limited to, other projects or independent contracts, and shall not  
16 acquire any such interest, direct or indirect, which would conflict in any manner or degree with  
17 the performance of services required under this Agreement. Consultant further covenants that in  
18 the performance of this Agreement, no person having any such interest shall be employed or  
19 retained by it under this Agreement.

20 10. ADMINISTRATION: The Deputy Director, Economic Development Agency,  
21 Project Management Office (or designee) shall administer this Agreement on behalf of  
22 COUNTY.

23 11. ASSIGNMENT: This Agreement shall not be assigned by Consultant, either in  
24 whole or in part, without prior written consent of County. Any assignment or purported  
25 assignment of this Agreement by Consultant without the prior written consent of County will be  
26 deemed void and of no force or effect.

27 12. NONDISCRIMINATION: Consultant represents that it is an equal opportunity  
28 employer and it shall not discriminate against any employee or applicant for employment



1 because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such  
2 non-discrimination shall include, but not be limited to, all activities related to initial employment,  
3 upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

4 13. ALTERATION: No alteration or variation of the terms of this Agreement shall  
5 be valid unless made in writing and signed by the parties hereto, and no oral understanding or  
6 agreement not incorporated herein shall be binding on any of the parties hereto. No additional  
7 services shall be performed by Consultant without a written amendment to this Agreement.

8 Consultant understands that the Deputy Director, EDA Project Management Office and  
9 the County Purchasing Agent are the only authorized County representatives who may at any  
10 time, by written order, make any alterations within the general scope of this Agreement.

11 If Consultant feels that any work requested of it is beyond the scope of services under this  
12 Agreement, any claim by the Consultant for adjustment under this paragraph shall be made  
13 within thirty (30) days of when the Consultant is requested to perform the disputed scope of  
14 work.

15 14. LICENSE AND CERTIFICATION: Consultant verifies upon execution of this  
16 Agreement, possession of a current and valid license in compliance with any local, State, and  
17 Federal laws and regulations relative to the scope of services to be performed under Exhibit A,  
18 and that services(s) will be performed by properly trained and licensed staff.

19 15. CONFIDENTIALITY: Consultant shall maintain the confidentiality of any and  
20 all records and information accessed or processed under this Agreement. Consultant shall not  
21 disclose, except as permitted by this Agreement or as authorized by the County, any oral or  
22 written communication, information, or effort of cooperation between County and Consultant, or  
23 between County and Consultant and any other party.

24 16. DOCUMENTS: The County acknowledges that the Consultant's reports,  
25 drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and  
26 other similar documents are instruments of professional service, not products. Although  
27 ownership of such documents normally is retained by the Consultant they nonetheless shall in  
28 this instance become upon their creation the property of the County whether the Project is

1 constructed or not. The Consultant will however retain the copyright to such documents The  
2 County may use the design documents and the designs depicted in them, without the  
3 Consultant's consent, in connection with the Project, or other County Projects, including, without  
4 limitation, future additions, alterations, connections, repairs, information, reference, use or  
5 occupancy of the Project(s). Any reuse of the documents by County without the written consent  
6 of the Consultant shall be at County's sole risk and without liability or legal exposure to the  
7 Consultant, and County shall indemnify, defend and hold the Consultant harmless from any  
8 claims or losses arising out of such use of the design documents by the County.

9 16.1 Upon completion of the work described in Exhibit "A", the Consultant  
10 shall furnish to the County three (3) copies of all documents or record documents that  
11 communicate the new work including but not limited to schematic drawings, shop  
12 drawings, operation and maintenance manuals, specifications, cut sheets and plans as  
13 applicable. Upon approval thereof by the County of said documents, the Consultant shall  
14 furnish the afore mentioned copies including CDs in ACAD, as applicable, to serve as  
15 record documents for the County.

16 17. JURISDICTION, VENUE: This Agreement is to be construed under the laws of  
17 the State of California. The parties agree to the jurisdiction and venue of the appropriate courts  
18 in the County of Riverside, State of California.

19 18. WAIVER: Any waiver by County of any breach of any one or more of the terms  
20 of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the  
21 same or of any other term thereof. Failure on the part of the County to require exact, full and  
22 complete compliance with any terms of this Agreement shall not be construed as in any manner  
23 changing the terms hereof, or stopping County from enforcement hereof.

24 19. SEVERABILITY: If any provision in this Agreement is held by a court of  
25 competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will  
26 nevertheless continue in full force without being impaired or invalidated in any way.

27 20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement  
28 between the parties hereto with respect to the subject matter hereof and all prior or

1 contemporaneous agreements of any kind or nature relating to the same shall be deemed to be  
2 merged herein. Any modifications to the terms of this Agreement must be in writing and signed  
3 by the parties herein.

4 21. NOTICES: All correspondence and notices required or contemplated by this  
5 Agreement shall be delivered to the respective parties at the addresses set forth below and are  
6 deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

7 IN WITNESS WHEREOF, the party hereto for the County has caused their duly authorized  
8 representative to approve the contents of this Agreement as representative of the County's  
9 requirements for this project. The execution of this Agreement by the County shall be through  
10 the Minute Order issued pursuant to the same.

11 IN WITNESS WHEREOF, the Consultant has caused their duly authorized representative to  
12 execute this Agreement.

13  
14 Remainder of Page Intentionally Left Blank

15 (Signatures on following page  
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FORM APPROVED COUNTY COUNSEL

BY: MS Keiser 1/11/12  
MARSHA L. VICTOR DATE

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COUNTY:  
Economic Development Agency  
3403 Tenth St., Suite 400  
Riverside, California 92501

CONSULTANT:  
Integrated Media Systems  
2805 McGaw Avenue  
Irvine, CA 92614

DATED: \_\_\_\_\_

CONSULTANT  
Integrated Media Systems

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Federal Tax I.D. No. \_\_\_\_\_

DATED: 1.11.12

COUNTY OF RIVERSIDE

By: Charles Waltman  
Charles Waltman, Deputy Director  
EDA Project Management Office

ATTEST:  
KECIA HARPER-IHEM, Clerk  
BY: [Signature]  
DEPUTY

DATED: JAN 24 2012

COUNTY OF RIVERSIDE  
By: [Signature]  
Chairman of the Board of Supervisors  
JOHN TAVAGLIONE

Minute Order No. \_\_\_\_\_ JAN 24 2012 3.12

EXHIBIT A  
PROPOSAL FOR AUDIO VISUAL SYSTEMS SERVICES

**Proposal**  
For  
Audio Visual Systems Construction Services

Regarding  
**County Supervisor's Boardroom**

To  
**Tim Miller**  
with the



Riverside, CA

By  
Gregory Williams  
DocID: RIVCO-1108-V1  
August 29th, 2011  
(as revised January 11, 2012)

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## INTRODUCTION

This proposal for audiovisual systems construction services for Riverside County EDA (Client) and the County Supervisors Boardroom (Project) is submitted by Integrated Media Systems (IMS, AV Contractor) to describe the project details associated with the construction of the visual communications system (AV System).

The systems functional specification and effort described herein is the result of findings and criteria developed from the contract for consulting, design and construction services dated 7/26/11 and submitted on 8/11/11.

The AVS is intended to support the following business, process and technical objectives:

## OBJECTIVES

- Increase the reliability and responsiveness of the audio and control subsystems
- Improve the accessibility of the system's resources for public, the Press and for administrator
- Start the process of developing standards for engineering reliability and future design
- Reduce troubleshooting time with accurate documentation and regular system maintenance

## PROJECT DESCRIPTION

The Project consists of the following items based on the recommendations of the Findings Report:

- Upgrade and integrate appropriate audio processing
- Improve platform audio based on current conditions
- Hardend microphones to prevent GSM interference and unwanted sounds
- Deliver audio monitoring capabilities for improved volume control
- Integration of Videoconferencing unit and keypads
- Provide a 'Closed Door Session' use type from touch panel
- Remedy the Press support area and provide overflow connectivity
- Address issues associated with the lack connectivity at the platform portable podium
- Add limited pre-emptive diagnostics in the control systems
- Support the use of iPad as a control surface
- Improve the integration with and usability of the system controls
- A complete set of video, audio and control system schematics/drawings



**SYSTEM OVERVIEW.** The areas affected will include the control room, equipment room and boardroom. The high volume of usage of these spaces and of the AV system will not allow deploying any services, that are required to complete this scope of work, without having access to all the spaces at once. New capabilities in the audio, system control and operation of the Boardroom will produce a more stable and usable experience.

**ENGINEERING SUPPORT.** The AV Contractor (AVC) will provide the following services to the Client as required:

- Complete verification of design
- Procurement of equipment
- System assembly
- Software development
- Complete system installation and testing
- User training
- Documentation
- System warranty for the items listed in this proposal

**SCOPE OF WORK.** The principal scope of work (SOW) includes equipment procurement, detailed engineering, rack building, coordination with the Client for de-installation of existing hardware, installation of new components, integration to Client Furnished Items (OFI) equipment, low voltage cable terminations, software testing, documentation, training and warranty of the audiovisual systems for the Project.

New audio, videoconference, administration and control system programming will be provided, where appropriate, to bring the rooms to a consistent and reliable operating condition per the best practices of AV Contractor.

AV Contractor will coordinate audiovisual system requirements with related work by Others, materials and equipment being furnished and/or installed by Others (including the General Contractor [GC], the Electrical Contractor [EC], Telephone/Data Cabling Contractor [TDC], TV/Sat/Cable Provider and/or representative contractor [CPC], Millwork(s), Furniture provider and various other Client employees and/or contractors.

## **TECHNICAL SERVICES**

### Pre-Installation

The Pre-install includes any kick-off meetings, preliminary site evaluations, project management including scheduling and development of project documents such as a Schedule of Values, fabrication, engineering set-up, factory pre-shipment testing, pack-

and-deliver activities. Coordination with Others. Site readiness visits and other communications to obtain further design/engineering details, site availability and trade coordination. New cable, cable pulls, re-termination, testing and all other site preparedness activities. Any factory based engineering goes through final testing prior to pack and ship (FAT).

### Installation

The Installation phase begins when the site is dust free and secure. It includes assembly, connectivity and testing, configuration, site specific engineering, completion of all system items, full system check-out. Site acceptance test.

### Post-Installation

The Post-installation phase is addresses support of the system and staff. Documentation is completed and whatever training was agreed upon is conducted.

The more detailed design and scope of work for each item will be addressed individually; equipment details are provided in the Addendum D – Equipment Details.

## **AUDIO PROCESSING**

**OVERVIEW.** De-install and replace the currently non-functioning DSP and the amplifiers; generate appropriate programming and settings within the DSP and configure for use with the control system; configure, program and test offsite prior to reduce downtime.

**DETAILS.** Both the current Soundweb audio DSP and the four Lectrosonics audio DSP units will be changed out at the same time; All mixing shall be done inside the new frames. These are primarily used for the microphone auto-mixing and for the processing of speaker audio. The new DSP will also reduce feedback; Provide for auto –attenuation or suppression of audio levels so that they do not exceed a predetermined specific threshold thus auto-leveling the distribution to each zone dramatically reducing the previous operational interference by staff to manually make adjustments; Support OFI supplied cabling and closure from OFI paging system to mute audio during a page or a triggered event from the paging service; *AV Contractor would complete the majority of the DSP internal configuration as well as the integration into the AMX control system and testing at the IMS factory using the AV Contractor's testbed AMX control system.*

**EQUIPMENT.** Receive, assemble and configure six (6) new cobranet capable DSP multi-frames with six (6) dual channel input cards, twenty-four (24) dual channel AEC (microphone input/acoustic echo cancelling) cards, two (2) telephone input POTS ports [one for the codec the other to support remote access by operator for monitoring], fourteen (14) dual channel output cards, and twenty-six (26) dual channel power amplifier cards, two (2) universal rack shelves and four (4) 1x6 stereo audio distribution amplifiers.

## **PLATFORM AUDIO**

**OVERVIEW.** The platform area is defined as the dais right, dais center, dais left, and the presentation zones. The audio distribution within the platform suffers from a lack of intelligibility and volume.

**DETAILS.** Address intelligibility issues with proper DSP and settings to allow the majority if not all audio to arrive at the same time; Replace all speakers and microphones at dais, lectern and staff positions. The speakers will be low profile and mounted in the well off the dais and directly in front of the person to reduce volume and ambient or "runaway audio". Provide microphone at portable podium. Verify connectivity from floorbox to guest laptop. Establish appropriate connectivity to headend. Evaluate and/or remedy speaker recently added at lectern.

**EQUIPMENT.** One (1) 18" gooseneck with base. Forty-three (43) speakers.

## **MICROPHONE 'HARDENING'**

**OVERVIEW.** The recommendation is the replacement of the forty-three (43) wired microphones with ones that are "hardened" or, not responsive to these external (GSM) signals.

**DETAILS.** As a trial and in good faith, five (5) microphones have already been swapped to evaluate and validate the recommendations of the Findings Report. The remaining thirty-eight will be processed in this scope of work; the equipment list shows all 43 units.

**EQUIPMENT.** Swap in thirty-five (35) MX418C and eight (8) MX418D microphones.

## **AUDIO MONITORING/CONTROL**

**OVERVIEW.** The work in the Audio Processing and Control System sections will address many of the concerns and recommendations found in the Findings Report. Additionally, it was recommended to add some speakers dedicated to channels of specific output for continuous and discrete audio monitoring control capabilities.

DETAILS. The wireless microphones need to be connected at the rack directly and integrated into the new DSP frames for audio mixing, level and muting control. The level and muting controls need to be added to the AMX touch panel control. The wireless mic has been removed from the rack and is connecting in the place of Mic-47. This is because there is no ability to mute a wireless microphone in the system. In order to achieve the ability to mute the wireless microphone, they have been connected to the wired mic connection at the staff dais.

To remedy this condition, the two wireless microphones require capabilities on the touch panel. There also needs to be level control for these also provided that is easily accessible to the operator of the touch panels. The touch panel volume level controls will provide for more granular control of the audio levels. These levels will be predefined levels that have been normalized and will be identified on the touch panel with identifiable indicator marks in preferably 3dB increments and perform increases and decreases in 1.5 dB steps. Allow for the adjusting the predetermined level on a system configuration page available only to technical users. The touch panel mic level controls should operate in a similar fashion with the addition of presets. The AV system will be configured to remember audio presets so that they can be (optionally) recalled at any given time from the touch panel upon reboots. The presets will be organized and linked by meeting type. Each meeting type will have three presets.

There will be additional level controls added to support multiple outputs from the audio DSP. These will be for discrete outputs for recording, ForTheRecord, additional lobby monitors, control room preview monitoring, etc.

Visual indicators will be added on the touch panel to indicate actual audio levels. Add a "speaker" indicator on the Touch Panel to notify who is speaking.

Provide sufficient audio monitoring speakers. Add a speaker for the AV personnel to evaluate what is going out "on air". Add one channel of audio monitoring in the control room of the unmuted Dias mics. This additional monitoring capability will be defeated for a closed session meetings. Add one channel of audio monitoring in the control room for previewing presentation audio. Add a secure dial-in capability by operator.

EQUIPMENT. Add to the rack four (4) powered monitoring speakers and two (2) rack mount kits along with required miscellaneous installation materials, cabling and connectors.

## INTEGRATION OF VIDEOCONFERENCING UNIT

OVERVIEW. Update control system programming to support the current codec.

DETAILS. Add touch panel control of the existing Polycom HDX-9000 Series Video Codec. The AMX system control code needs to be updated to provide control of this device from the touch panels. The intent is to replace the existing controls and code for the Tandberg 2500 with the since added Polycom HDX-9000 Series Video Codec. Support session control such as dialing,

answering and hanging up. Incorporate the use of computer graphics for distribution to the far-side participants.

EQUIPMENT. No new equipment is required. Cabling will be needed however from the Codec and DSP as well as the Control System.

### **'CLOSED DOOR SESSION'**

OVERVIEW. Support muting of microphones and disabling the video routing all at once with proper notification at the touch panel.

DETAILS. Requires cabling to/from codec with the router, DSP and control system. An additional use or meeting type will be added; device control will be programmed into control system and established at the Touch Panel. Once use type is activated, video and audio signal path will be disabled or muted with confirmation at the Touch Panel(s) of system status.

EQUIPMENT. Cabling.

### **PRESS FEED SUPPORT**

OVERVIEW. Install new Press Feed plates (in room, Lobby area) and establish appropriate connectivity.

DETAILS. Add additional Press Feed audio connections on the "Room Feed / Sync/ Truck Tie Lines" plate that is located at the rear of the Boardroom. Add a Press Plate and locate directly on the other side of the wall which is located in the lobby area. Populate each plate with appropriate connectivity. Our recommendation would be to set the appropriate levels based on best practice with a proper reference level for the microphones and not provide any touch panel control to reduce the likelihood of improper SPL loads.

EQUIPMENT. Two (2) custom and engraved plates with significant additional plenum rated cable from rack to plates.

### **ADDITIONAL CONTROL SYSTEM DIAGNOSTICS**

OVERVIEW. Provide alert capability for key events to one email address for advanced notification of a potential issue or problem.

DETAILS. More the connectivity and specific but limited event conditions on core devices such as the DSP Touch Panels, serially controlled devices and power up status. Provide security by limiting access to the notification destination.

EQUIPMENT. This is all software programming, engineering and testing with validation from administrator.

## REMOTE ADMIN VIA IPAD

OVERVIEW. Support access to system audio controls from an authorized iPad operated by appropriate staff to perform modifications to audio levels.

DETAILS. Programming of the audio control system and additional software on the iPad provided by AV Contractor as well as OFI network configuration by staff will enable the access to audio controls via authentication (VPN) and custom page(s).

EQUIPMENT. None.

## SYSTEM CONTROL

OVERVIEW. Provide new keypad elements and software programming to support the recommendations of the Findings Report.

DETAILS. The control system will be made aware of the new DSP, VTC codec, and operator controls from the existing Touch Panels. Touch Panel programming will be updated with the additional capabilities described in the Audio Processing and Volume Control sections.

Added Control Functions:

- Auto Shutdown Mode
- DSP Integration
- All Wired and Wireless Microphone Volume Level Indicator
- Active Mic Speaker Indicator
- Audio Monitor Support
- Closed Door Session Use Type
- VTC Control: Session control, PC Content Sharing (h.323)
- Media audio system volume: up/down
- Presentation audio volume control: mute on/off; volume up/down
- iPad support

EQUIPMENT. Thirty-five (35) keypad elements; Support existing controller and Touch Panels.

## COMPLETE SET OF SYSTEM SCHEMATICS

**OVERVIEW.** Generally, clean up the cabling and racks. Generate complete and current drawings with accurate labeling for cables matched to the drawing set.

**DETAILS.** Rewire the racks as appropriate and properly label both ends of cabling to match drawings. Verify the distribution amplifier condition and connectivity. Include equipment modifications to drawing set. Publish touch panel layout pages. Publish with schematics in soft copy on a CD with new equipment manuals per the document and manuals section, page 11. Provide 'C' size CAD drawing laminated and mounted to interior of rack or to a preferred location of the operator's choosing.

**EQUIPMENT.** Miscellaneous installation materials, cabling and connectors.

## SCHEDULE & METHODOLOGY

It is of paramount importance to have the AV Contractor team integrate immediately with the Client project team. Effective and accurate communication is the key to maintaining efficient progress toward the completion of the AVS integration project. IMS will assign a project manager immediately upon receipt of your contractual authorization to proceed. This individual, in coordination with the AV Contractor account manager will be the key focal points for information exchange throughout the course of your project.

Secondly, a qualified systems engineer will be assigned to the Project to provide detail level engineering on the system(s) that have been proposed. A detailed, itemized equipment listing will be developed for procurement of system components. This master equipment specification along with specific AUTOCAD drawings will form the core of the project package. The engineering drawing set will include the following types of drawings as required by the project scope:

- o Audiovisual interconnect line drawings
- o Control interconnect line drawings
- o Rack and console elevation drawings

This combined equipment listing and drawing set will be the definitive document package by which the system will be assembled, installed and tested. An internal factory acceptance test (FAT) will be performed. AVC will obtain as appropriate, required guidance on such items as user interface formats, page layouts, input panel colors, optimum positions and placement of certain equipment pieces and interior design components. Review of all of this information will be available to the Client at any time during the process. The goal is to keep the Client project lead consistently informed on the status of the production process.

Whenever feasible, the fabrication team will assemble, pre-wire and configure devices in the factory to enable system testing and verification prior to delivery to site. According to the pre-agreed upon schedule and typically during fabrication, the on site team will pull wire and terminate components installed into the features of the facility with as little disturbance of meetings as possible. This coordination of efforts allows the AVC to minimize the impact of the installation activity on Client resources and facility. Once the activities on site reach a point where facility cabling is completed and the facility is in a dust free condition, AVC will bring the pre-tested equipment racks and components to site and perform the final field wiring. The verification process will then be initiated on the fully interconnected system. A complete test procedure will be conducted to verify that each component is functioning in the manner specified. All user interface and control points will be tested prior to the start of formal acceptance testing. The exact production and installation procedures for the Project will be developed with the assigned project manager and the Client project team.

The Project commences upon receipt of authorized document (this proposal or an accepted Purchase Order) as well as the deposit.

## **TRAINING**

Training for the end user and the admin will be provided. The training time will be concurrent with the last day of the installation. If the pre-designated Client personnel cannot be present at the pre-scheduled time, a separate training session will be quoted at additional cost to be mutually agreed upon the parties.

## **EQUIPMENT AND MAINTENANCE MANUALS**

AV Contractor will provide electronic copies of the system documentation to the Client. The documents will include:

- Service Reference sheet – Provide a service reference and procedural guideline with the key contact elements for submitting service requests.
- Equipment Manuals – Includes the individual equipment operation manuals.
- Equipment List – A list of all system equipment including specialty hardware, by manufacturer and model.
- As-built Drawings – The drawing set will be delivered on CD and one hard copy "C" size laminated and mounted to the rack as well.



## WARRANTY AND ON-GOING SERVICE

The Contractor warrants the system installation and the items provided for a period of one year. Manufacturers' warranties apply to purchased equipment. Excluded from the warranty is damage or failure due to abuse, misuse, or failure to observe equipment operational specifications and limitations. Also excluded are operational supplies such as lamps and Client furnished equipment.

The warranty applies to those items being supplied under this Agreement. The individual equipment items selected for installation in the multimedia system(s) are designed to provide many years of proper operation. However, quality and advanced technology does not guarantee trouble-free use. Even the most reliable products can develop mechanical difficulties. Additionally, the manufacturer's warranty typically does not include on-site service, handling and transportation of the equipment to a warranty facility. AVC offers a variety of differing on-site support plans.

Two options are recommended:

1. Preventative Maintenance. A one-year preventive maintenance program, to commence immediately upon completion and commissioning of the system, is outlined below as an option to this agreement. A preventive maintenance agreement, if elected for inclusion at the cost identified, will include a quarterly review with a comprehensive report generated to provide feedback on the condition of the components and to receive, as much as possible, some advanced notification of the condition of the equipment and the environment.
2. AVPS Package. By purchasing a bundle of AV professional services as a block, a discount is earned. The credit facilitates faster response. These services would be for items outside the warranty included with the items provided from this construction proposal.

## COST

The lump sum cost for this project's equipment and labor, as described above, is \$172,986 less the cost of the Findings Report for a base project cost of **\$157,986.00** plus freight and applicable state sales tax on equipment purchased. This price is limited to the systems as outlined above. Additional services may be elected for inclusion at additional expense as outlined below. Expenses, as outlined below, are additional and will be billed at cost+10%.

Additional services:

- A one-year maintenance agreement consisting of quarterly visits may be supplied at the following cost:
  - Year 1 @ 4 visits/year: \$7400.00

If elected for inclusion, a formal Preventive Maintenance Agreement will be provided as a part of the project submittals.

A program of preventive maintenance from the date of installation is recommended for all specified systems and is available at the additional cost identified above. A program of regular maintenance intervals is designed to provide optimum system performance on an on-going basis. Thorough adjustment, cleaning, and operational verification will assure the highest possible system reliability. Maintenance will be scheduled on a once quarterly basis, unless otherwise requested or service support is required. Scheduling is to be determined by room availability. Tasks to be performed shall be as follows:

1. Video projector lamp check and focus
2. Video projector lamp replacement (as required based on average use and lamp MTBF)
3. Video projector optics cleaning (external only)
4. Check CODEC operation
5. Check VCR operation and clean heads
6. Operational check of all control systems, interfaces and indicators

Note: Replacement video projector lamps have been included in the equipment list above. Lamps should be re-ordered to replace depleted back-up stock as used.

- The audiovisual professional services (AVPS) grant provides a block of hours for work required outside the warranty provisions to support five full working days at the County's discretion including travel at a reduced rate is also recommended for the amount of: \$5,000

OWNER FURNISHED ITEMS (OFI) AND SERVICES. OFI and/or services are excluded from the scope of this proposal, unless otherwise specified. All OFI specified in this contract must be coordinated and delivered to IMS prior to final in-shop pre-installation assembly and testing. If troubleshooting or repair of OFI and/or consultation with outside service providers (i.e. telecommunication companies, IT providers, etc.), is required to complete the integration of the proposed system, this work will be considered an addition to the contract on a time & materials basis and will be subject to the change order criteria outlined above. Any delays or rescheduling required due to untested or unidentified OFI and/or outside services will be additionally billed to Client.

EXPENSES. Expenses include actual expenditures made by AVC and by the AV CONTRACTOR's employees as follows:

1. Expenses of transportation in connection with the Project; living expenses in connection with out of town travel, per diem and long distance communications
2. Expense of reproductions, postage and handling of drawings, schedules, technical specifications and any other documents and freight charges
3. Expense of photographs used in connection with the Project
4. Any overtime payroll expenses or other compensation authorized in advance by Client
5. Expenses of any renderings, presentation supplies, models, mock-ups, demonstration equipment or samples requested by Client

PAYMENT. AV CONTRACTOR will bill monthly, within fifteen (15) days from the last day of each calendar month, for equipment received by IMS, labor performed and expenses incurred during the month. The base project cost includes \$157,986.00 plus State Sales Tax of \$4,630.08 and freight of \$488.36 for a total of \$163,104.44, exclusive of Additional Services as outlined above. Invoices, including expenses, shall be due Net 30 days from the date of the County's receipt of the invoice. A Schedule of Values shall be created and agreed upon to support progress billing. An invoice will be generated thirty (30) days prior to the end of the project for the recommended preventative maintenance and AVPS grant.

No work shall be performed without receipt of a hard copy purchase order or other appropriate document authorizing the performance of services and receipt of deposit. Receipt of the deposit is required in order to secure an installation timeline and initiate equipment ordering. Electronic or facsimile transmissions will be acceptable to initiate the start of work, with deposit, with hard copy back-up following.

SCHEDULE. Based on the anticipated scope of the project, AV Contractor typically requires a minimum of ten weeks beginning with the receipt of the signed authorization and the deposit, and proceeds with the ordering and receipt of supporting materials for construction, installation and test of the audiovisual systems outlined above. Times indicated are approximate and may be impacted by timeliness of receipt of required information, construction requirements, work by Others, and the final scope of work identified.

CHANGE ORDERS. Should the scope of work change during the performance of services, a Request for Change will be issued outlining the changes required and anticipated associated costs. No additional work will be performed prior to written approval to proceed. Additional work will be provided and billed at the following rates:

Consultant, Principal	\$ 225.00 per hour
Consultant	150.00 per hour
Engineer	150.00 per hour
Project Manager	120.00 per hour
Technician	110.00 per hour
Drafting	75.00 per hour
Administration	50.00 per hour
Travel (travel time per person)	at above rate
Expenses	Cost + 10%

**EXCLUSIONS.** Excluded from this proposal is the supply and installation of electrical conduit, electrical power and associated boxes, any required structural support or seismic restraint, millwork and millwork modifications (including millwork finishes), ceiling work and any equipment, installation and connectivity of customer furnished equipment, telecommunications and data systems, unless otherwise noted herein. Also excluded from IMS' effort is the installation of IMS supplied projection screens. Low voltage interfaces are to be provided by others unless specifically called out in this document.

**INSURANCE.** AV Consultant/Contractor is insured in the amount(s) of \$1,000,000.00 general liability.

**LICENSING.** Integrated Media Systems is a licensed California contractor, license number 525266.

**OWNERSHIP AND USE OF DOCUMENTS.** Drawings, schedules and specifications pertaining to this Project are and shall remain the mutual property of the County and IMS, whether the project for which they are prepared is executed or not. The County shall be permitted to retain copies of drawings, schedules and specifications for information and reference in connection with the County's use and occupancy of the Project. The drawings, schedules and specifications will not be used by the County on any other project.

**PROPRIETARY INFORMATION.** The enclosed material and information contained herein is proprietary to Integrated Media Systems. It is presented for the purpose of evaluation of services and may not be disclosed in any manner to anyone other than the principals of Riverside County, the EDA or their employees, or authorized representatives of Riverside County. Said proprietary information, however, shall be made available where it is subject to the Public Records Act. Additionally, said proprietary information shall not equate to a technically closed system that cannot be service by others or be integrated with other equipment and systems the County may add or adopt in the future.

This Agreement is not intended to constitute or create a joint venture, partnership, or formal business organization of any kind other than set forth herewith. Neither party shall have the

authority to bind the other and both parties shall remain independent and neither party shall be the agent of the other.

This Agreement is governed under the laws of California. In the event of litigation between the parties with respect to this Agreement, the prevailing party (party entitled to recover cost of suit, at such time for taking such appeals has expired), shall be entitled to recover reasonable attorney's fees in addition to such other relief the court may award.

The Client and AV CONTRACTOR, respectively, bind themselves, their partners, successors, assign and legal representatives to the other party of this Agreement and to the partners, successors, assign and legal representatives of such other party with respect to all covenants of this Agreement. Neither party of this Agreement shall assign, sublet or transfer any interest in this Agreement without the written consent of the other, which consent shall not be unreasonably withheld.

This Agreement is effective immediately upon signing by an officer of Riverside County EDA and shall remain in effect until the completion of the project. This Agreement supersedes any and all previous Agreements. The attached material is time sensitive and is therefore considered firm for 30 days. Integrated Media Systems reserves the right to modify any of the enclosed or related details thereafter. This proposal, and the prices outlined herein, is only valid when purchased as a complete system.

**SUBMITTED BY:**

**Integrated Media Systems**

Signature: \_\_\_\_\_  
Name (Print): G.A. Williams  
Title: Sr. Account Manager  
Date: 8/29/2011

**ACCEPTED BY:**

**Riverside County EDA**

Signature: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO#: \_\_\_\_\_

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## ATTACHMENT A - WORK CONDITIONS

IMS audiovisual systems are modularly and field constructed of electrical and electronic components. In order to achieve the highest quality results and assure proper operating conditions the following criteria must be met, completed and/or installed, in all specified areas and directly adjacent areas prior to IMS' installation of systems or components:

1. Interior construction
2. Wet work (painting, masonry, concrete, etc.)
3. Electrical - electrical power provided to designated audiovisual outlets and IMS specified cable pulled through conduit with indicated cable extended from source point and destination point
4. Related structural components (booms, support brackets, seismic requirements in place, etc.)
5. Windows, doors and trim (including locks for security purposes)
6. Wall finishes (wall covering, etc.)
7. Grid system and ceiling
8. Ceiling speaker back boxes (with IMS specified speaker cable pulled into each box and at least 3' of cable extended and clear from back box)
9. Flooring, floor covering and baseboards
10. Millwork (installed and finished)
11. Lighting (fixtures and dimming or control systems)
12. All related work to be performed by others (including all CLIENT Furnished and/or other manufacturer furnished equipment not provided by IMS)

CLIENT shall provide a safe work area complying with all codes and practices and shall provide a facility in a condition to accept the installation of equipment outlined in this document. Any delays caused due to site conditions that are not ready or safe may cause a Change Order for rescheduled installation and/or any extra time required due to delays of the installation as specified. After verification of completion of the above listed items, anticipated installation time frames are: TBD.

A representative of IMS will inspect the job site for readiness prior to installation. If any of the above listed conditions are not completed, installation of audiovisual equipment and/or systems will not begin. Any work by others, which may affect the installation of the IMS AV equipment after the start of installation, may void the equipment warranties. AV devices are considered sensitive equipment and are intolerant to invasive materials and temperature changes beyond the manufacturers written guidelines.

The information outlined in this document is understood to be a condition of IMS' Contract to perform installation services.

## ATTACHMENT B - REQUIREMENTS AND INCLUSIONS

1. Prior to start of work, AVC will require the following drawings and all related schedules, legends, details and any supporting materials, in AutoCAD 2000 compatible electronic form (where applicable), for all affected areas of the project:
  - a. Architectural Plan and Elevation
  - b. Electrical
  - c. Structural
  - d. Mechanical
  - e. Reflected Ceiling
  - f. Millwork
  - g. Furniture
  - h. Lighting with circuiting, load diagrams and fixture types
  
2. Included in the cost of this proposal are site visits, as considered appropriate by IMS, by an IMS Project Manager. Site visits are to verify site conditions and construction to be compliant to specification, as submitted by IMS.

## ATTACHMENT C - EQUIPMENT ITEMS

The Project's equipment detail list is provided below:

LINEID	QTY	MFG	MODEL	NOTES	DETAILS
<u>Audio Support Equipment</u>					
A1	6	BIAMP	FLEX CM	Equip Rm	DSP Frame with audio bus.
A2	6	BIAMP	IP-2	Equip Rm	Input Module.
A3	24	BIAMP	AEC	Equip Rm	Input Module.
A4	2	BIAMP	TI-2	Equip Rm	Telephone Module.
A5	14	BIAMP	OP-2E	Equip Rm	Output Module.
A6	26	BIAMP	PA-2	Equip Rm	Amp Module.
A7	2	Extron	60-190-10	Equip Rm	Universal Rack Shelf
A8	4	Extron	60-692-20	Dais	Six Output Stereo Audio Distribution Amplifier
A9	35	SHURE	MX418C	Dais	MICROPHONE. Modified replacement mic for the RF resistance qualities the Client now seeks. GSM resistant.
A10	8	SHURE	MX418D	Dais	MICROPHONE. Gooseneck w/base, GSM resistant.
A11	2	Anchor Audio	RM-12BK	Eq & Ctrl Rm	Rack Mount for dual AN-1000X Monitor Speakers
A12	4	Anchor Audio	AN-1000X	Eq & Ctrl Rm	Monitoring Speakers, Powered (Amplified)
<u>Media Source &amp; Processing Equipment</u>					
M1	43	AUDICA	MP-COMPACT-LS	Platform	SPEAKERS.
M2	1	SHURE	MX418D/C	Public Podium	MICROPHONE. 18" Desktop Gooseneck Condenser Microphone, Attached 10' XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Base
<u>Switching &amp; System Control Equipment</u>					
C1	35	AMX	FG1311-08-SW	Dais	8-Button KeyPad (US) With AxLink
<u>Support Equipment</u>					
S2	2	Extron	22-158-03	Press Feeds	Audio Wire shielded - Plenum 1000 feet
S3	1	IMS	IMS-WP1	Rear Chambers	"Room Feed / Sync/ Truck Tie Lines" Plate Fabrication to add Press Feed Audio Connections.
S4	1	IMS	IMS-WP2	Lobby	Add Plate Fabrication for Press Feeds and locate in Lobby.



**EXHIBIT B**  
**GENERAL TERMS AND CONDITIONS**

## GENERAL TERMS AND CONDITIONS

1. **Work.** Contractor shall provide all labor, materials, equipment, tools, machinery, water, heat, utilities, transportation, supervision, coordination, royalties, permits, fees, licenses, local, state and federal taxes and other facilities and services necessary for proper execution and completion of the Work in accordance with the drawings, plans, specifications and other documents identified in the description of Work set forth in or attached to this Work Order. The Work includes not only that which is expressly shown in such drawings, plans, specifications or other documents, but any work that Contractor in the exercise of reasonable care should reasonably infer therefrom as being necessary to complete the Work in a condition that is suitable for use by County.
2. **Warranty.** Without limitation to County's other rights or remedies (including, without limitation, any other warranties required by this Work Order), Contractor warrants that all labor, installation, materials and equipment furnished will be of first-class quality, new, free of liens, claims and security interests of third parties, in conformity with all applicable state, local and federal laws, and free of defects for a period of one year from Final Completion (ordinary wear and tear and unusual abuse or neglect by County excepted). Work that does not conform to the foregoing warranty shall be repaired or replaced, together with the repair or replacement of any other work which may be removed, displaced or damaged in so doing.
3. **Licenses.** Contractor shall possess and maintain for the duration of its performance of the Work and any warranty such contracting and business licenses as are required by applicable laws for the performance of the Work.
4. **Permits, Laws.** Contractor shall secure and pay for all necessary governmental permits and approvals required for performance of the Work or for use or occupancy of the Work by County and comply with all laws applicable to the performance of the Work or Contractor's other obligations under this Work Order.
5. **Protection, Safety.** Contractor shall take all necessary safety precautions and other preventive actions to protect persons, personal property, adjacent property, landscaping, stored materials, work of other contractors and existing facilities, utilities and structures from injury, loss or damage due to activities of Contractor or its subcontractors, suppliers or equipment operators, of every contracting tier ("Subcontractors").
6. **Hazardous Substances.** Contractor and Subcontractors shall not generate, manufacture, transport, store or dispose of, nor permit the introduction, use, generation, storage or disposal of, Hazardous Substances on, under or about the property where the Work is to be performed ("Site"), except for Hazardous Substances that: (1) are specified in this Work Order for use in the construction of the Work; (2) are stored and used by Contractor in compliance with applicable laws; (3) do not contain asbestos or polychlorinated biphenyls (PCB's); and (4) do not require a permit or license from, or need not be reported to, a governmental authority. The term "Hazardous Substances" shall mean those materials and substances prohibited, proscribed, or the use of which is controlled by any federal, state or local agency having jurisdiction of such matters.
7. **Field Conditions, Coordination, Clean Up.** Contractor shall take field measurements and verify field conditions at the Site before commencing the Work. Contractor shall schedule and perform the Work avoiding to the greatest extent possible conflict, delay in or interference with the work of the other contractors, the activities of County's own forces and any on-going operation, occupancy or use of County's existing facilities on Site. Contractor at all times shall keep the Site free from debris such as waste, rubbish and excess materials and equipment caused by the performance of the Work. Waste and debris shall be placed in temporary dumpsters provided by Contractor for that purposes and shall not be placed in County waste containers.
8. **Nondiscrimination.** In the performance of this Work Order, Contractor and Subcontractors shall not discriminate in their recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or disability and shall comply with the provisions of the California Fair Employment Practice Act (commencing with Section 12900 of the California Government Code), the Federal Civil Rights Act of 1964 (P.L. 88-352) and Executive Order No. 11246, and with respect to each such law and shall comply with all amendment thereof and administrative rules and regulations issued pursuant thereto.

9. **Labor.** County has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime Work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to execute the Work ("prevailing wage rates"), which are on file with County and will be made available to any interested party on request. No representation is made by County that workers are available at such rates. Contractor shall post the prevailing wage rates at the Site. All workers employed by Contractor or its Subcontractors shall be paid not less than the prevailing wage rates. Contractor and Subcontractors shall comply with all applicable laws relating to payment of prevailing wages, hours of work and maintenance and submission of certified payroll reports, including, but not limited to, the requirements of California Labor Code §§ 1775, 1776, 1777.7 and 1813.
10. **Utilities.** All utilities, including, but not limited to, electricity, water, gas and telephone, used in performance of the Work shall be furnished and paid for by County. County assumes the responsibility for removal, relocation, and protection of existing main or trunkline utility facilities located at the Site at the time of commencement of the Work which are not identified in this Work Order. Contractor shall be entitled to reasonable additional compensation for, and shall not be responsible for delays caused by, relocating, repairing or removing unidentified utilities.
11. **Contractor Status, Subcontractors, Third Parties.** Contractor is an independent contractor wholly responsible for the manner in which it performs the Work and assumes responsibility for the acts and omissions of its Subcontractors as they relate to the Work. Contractor shall require each of its Subcontractors to assume toward Contractor all the obligations and responsibilities that Contractor assumes toward County. Each agreement Contractor enters into with a Subcontractor is hereby assigned by Contractor to County, provided that such assignment is effective only after termination of this Work Order and only for those agreements that County accepts in writing. Nothing contained in this Work Order shall create any third-party beneficiary rights in favor of any third persons or entities.
12. **County Authority.** The County's Director or his/her Assistant Director designee ("Director") is the only person with authority to bind County contractually. Persons acting in the capacity as consulting project managers, construction managers or design consultants to County do not have authority to: (1) obligate or commit County to any payment of money; (2) obligate County to any modification to this Work Order; (3) relieve Contractor of any of its obligations under this Work Order; or (4) approve or order any Work involving delay or extra work.
13. **Changes.** Changes or additions to the Work may be ordered by County without invalidating this Work Order. Subject to the limitations of California Public Contract Code §20142, such changes or additions must be authorized in a writing signed by County's Director setting forth a statement of the agreed scope of and price for the change or addition. Changes or additions to the Work performed without such prior written authorization shall be at Contractor's own risk and expense.
14. **Differing Site Conditions.** Contractor's exclusive right and remedy for claims involving additional compensation or damages due to differing site conditions shall be its rights under California Public Contract Code §7104.
15. **Continuous Work.** No dispute with respect to any matters relating to the performance of this Work Order or any change or addition to the Work, including, without limitation, the amount of any payment claimed due by Contractor that is disputed in good faith by County, shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work, including performance of any disputed Work or disputed changes or additions to the Work.
16. **Payments by County.** Contractor shall properly prepare and submit its application(s) requesting payment ("Payment Applications"), together with any supporting cost documentation and conditional releases as required by this Work Order, to County on or before the fifth (5th) day of the month following the month in which the Work that is the subject of such Payment Application was performed or completed. In the case of monthly progress payments, the payment amount shall not exceed the progressed value of the Work, calculated by multiplying the percentage of the Work that County determines, in good faith, to have been properly performed times the lump sum or not-to-exceed price agreed to in this Work Order. Using the appropriate forms provided for in California Civil Code §3262, Contractor shall submit with each Payment Application requesting progress payment and final payment conditional releases executed by Contractor and each Subcontractor of every contracting tier for Work

performed during the period of time covered by the Payment Application. County shall have the right to withhold payment for losses caused or threatened as a result of any of the following: (1) defective Work; (2) failure to pay third parties for Work performed; or (3) any other violation of the terms of this Work Order. County shall have the right, if deemed necessary in its sole discretion, to issue joint checks made payable to Contractor and any Subcontractor. Acceptance by Contractor of final payment shall be a waiver of all claims for additional compensation, except as to claims identified by Contractor in writing at the time of submitting its Payment Application requesting full and final payment.

17. **Securities in Lieu of Retention.** If the Work Order provides for retention of amounts from monthly progress payments, then Contractor shall be permitted pursuant to Public Contract Code §22300 to request at Contractor's expense either (1) substitute securities in lieu of monies withheld or retained by County or (2) request deposit monies withheld or retained by County with an escrow agent.
18. **Insurance.** Contractor shall provide to County, prior to commencing performance under this Work Order, certificate(s) of insurance evidencing that Contractor has purchased policy(ies) of insurance issued by a California admitted insurance carrier with a minimum A.M. Best rating of A:VIII or better providing all of the insurance coverages required under this Work Order, including the following: Workers' Compensation: If the Contractor has employees as defined by the State of California, then Contractor shall provide statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California (including Employers' Liability (Coverage B), Occupational Disease coverage and, if applicable, a Borrowed Servant/Alternate Employer Endorsement ) with limits of liability not less than \$1,000,000 per person per accident and endorsed to waive subrogation in favor of the County. Commercial General Liability: Contractor shall provide Commercial General Liability insurance coverage, including, but not limited to, premises liability, contractual liability, products and completed operations liability, and personal and advertising injury coverage with limits of liability not less than \$1,000,000 per occurrence combined single limit covering claims that may arise from or out of Contractor's performance of its obligations under this Work Order. If such insurance contains a general aggregate limit, it shall apply separately to this Work Order or be no less than two (2) times the occurrence limit. Vehicle Liability: If vehicles or mobile equipment are used in the Contractor's performance under this Work Order, then Contractor shall provide liability insurance for all owned, non-owned or hired vehicles so used with limits of liability not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Work Order or be no less than two (2) times the occurrence limit. Contractor's Commercial General Liability and Vehicle Liability insurance shall name County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Contractor shall maintain all of the foregoing insurance coverages for the duration of Contractor's performance under this Work Order and any warranties or guaranties provided hereunder. All such policies shall contain provisions giving County at least thirty (30) days' written notice of any expiration, cancellation or renewal.
19. **Indemnity.** To the fullest extent permitted by law, Contractor agrees to indemnify, immediately defend at its own expense and hold harmless, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective Board of Supervisors, and each of their respective members, officers, employees, agents, insurers and volunteers ("Indemnitee(s)"), through legal counsel reasonably acceptable to County, from any and all losses, liabilities, actions, claims, damages and expenses (including, without limitation, attorney's fees and court costs), whether real or alleged, regardless of whether caused in part by such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee, arising out of or relating to any act or omission of Contractor or a Subcontractor, of any contracting tier; Provided, however, that nothing contained herein shall be construed as obligating Contractor to indemnify an Indemnitee for Losses resulting from the sole negligence, active negligence or willful misconduct of such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or from a defect in design furnished by such Indemnitee, where such sole negligence, active negligence, willful misconduct or design defect has been determined by agreement of Contractor and that Indemnitee or has been adjudged by the final and binding findings of a court or arbitrator of competent jurisdiction. In instances where the active negligence or willful misconduct of an Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or a defect in a design furnished by such an Indemnitee accounts for only a portion or percentage of the Loss involved, the obligation of Contractor will be for that portion or percentage of the Loss not due to such active negligence, willful misconduct or design defect. The provisions of this Paragraph shall not be limited to the availability of insurance proceeds and shall survive termination or expiration of this Work Order.

20. **Default and Termination.** Without limitation to any other right or remedy of County at law or in equity, should Contractor fail to perform any obligation under this Work Order and thereafter fail to fully cure such default within five (5) calendar days after issuance of written notice by County, or should Contractor file or have filed against it a petition for bankruptcy or have its assets be subject to a general assignment for the benefit of its creditors, become insolvent and or be declared insolvent, or be unable to pay its obligations to its creditors when due, then County shall have the option to either (1) without terminating this Work Order take any actions necessary to cure such default and to charge the costs thereof and any other losses resulting therefrom to Contractor or (2) terminate this Work Order, take possession of all tools, equipment, materials and supplies not owned by Contractor, use whatever means are deemed expedient by County to complete the Work and charge the costs thereof and any other losses resulting therefrom to Contractor. In the event of such termination, further payment to Contractor, if any, shall not be due until the Work is completed by County.
21. **Termination for Convenience.** County shall have the right at any time, without cause and for its convenience, to terminate this Work Order in whole or in part upon giving Contractor ten (10) calendar days prior written notice. Contractor's sole compensation in the event of such termination shall be its right to be paid for the portion of the Work that is completed, not to exceed a prorated portion of the total agreed compensation for the Work based on County's good faith determination of the percentage of Work completed in accordance with this Work Order. County shall have no other or further liability to Contractor for any direct, consequential or prospective damages, including, without limitation, prospective loss of profits, loss of bonding capacity, loss of business opportunity or unabsorbed overhead. In the event any termination by County under Section 20 is determined to be wrongful, then such termination shall be deemed to be a termination under this Section 21.
22. **Time of Essence.** All time limits stated in this Work Order relative to the Contractor's performance of its obligations under this Work Order are of the essence. Contractor shall be entitled to an extension of any completion date set forth in this Work Order for delays beyond its control and responsibility provided that Contractor has given County written notice of such delay within five (5) calendar days of learning of such delay. Failure to give such notice shall result in a waiver by Contractor of the right to a time extension. Extension of time is the Contractor's sole right and remedy for delay, regardless of the cause (including, without limitation, delay caused by County) and is in lieu of any right Contractor may have for additional compensation or damages, which right is hereby waived by Contractor.
23. **Assignment.** Contractor shall not assign any interest or claim, nor any monies due, under this Work Order without the prior written consent and approval of County, which may be granted or withheld in County's sole discretion. Contractor agrees to assign to County 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. §15), or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Work Order. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgement by the parties hereto.
24. **No Waiver or Limitation.** A waiver by either party of any breach of any term or covenant of this Work Order shall not be deemed to be a waiver of any subsequent breach of the same or any other term or covenant whether of the same or a different character. Neither payment for nor acceptance of Work by County shall be interpreted as waiving or limiting any of County's rights or remedies or as a relieving Contractor from responsibility to comply with its obligations under this Work Order. Rights of County under this Work Order shall be in addition to and not a limitation on the County's rights otherwise available under applicable laws.
25. **Entire Agreement, Requisite Provisions, Severability.** This Work Order represents the entire agreement between County and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Each and every provision and clause required by applicable laws to be inserted in this Work Order shall be deemed to be inserted. Any provision hereof found to unenforceable shall be deemed severed and separable from the other provisions hereof.
26. **Conflicts of Interest.** Contractor agrees not to accept any contract or the benefits of any decision in which the Contractor believes or suspects an official of the County is "financially interested" (as provided in California Government Code §§1090 and 87100). Contractor represents and warrants that it has neither paid, nor agreed to pay, nor will it pay, any sums or other consideration to any representative of

County in connection with this Work Order or any Work hereunder, nor has any such payment or agreement for payment been requested or solicited by any representative of County.

27. **Attorneys' Fees.** If any legal action, arbitration or other legal proceeding is brought in connection with or related to the interpretation, performance or enforcement of this Work Order, including, but not limited to, an action to rescind, the prevailing party therein shall be entitled to recover from the other party the prevailing party's actual costs, expenses, and attorneys' fees at arbitration, trial, and/or on appeal.