



City of Lomita  
24300 Narbonne Avenue  
Lomita, CA 90717  
310-325-7110

**REQUEST FOR PROPOSAL  
CITY COUNCIL CHAMBERS AUDIO/VISUAL  
UPGRADES PROJECT**

**Release date: November 4, 2021**

**Deadline for submittal:  
December 13, 2021, 4:00 p.m.**

Proposals shall be submitted before the deadline via email to: [k.gregory@lomitacity.com](mailto:k.gregory@lomitacity.com)  
No fax or mailed proposals will be accepted. Proposals must be emailed in print-ready format.  
All submissions will receive a confirmation email within 1 business day of the deadline. If you do not receive a confirmation email from your proposal submission, please contact Kathleen Gregory, City Clerk, at: (310)325-7110 x113 or [k.gregory@lomitacity.com](mailto:k.gregory@lomitacity.com).

Questions must be emailed by November 22, 2021, 4 :00 p.m. to: [g.sugano@lomitacity.com](mailto:g.sugano@lomitacity.com)  
Responses to all questions will be posted by November 29, 2021.

## **I. SUMMARY**

The City of Lomita, hereinafter referred to as “City”, is seeking proposals from qualified firms, contractors or consultants, hereinafter referred to interchangeably, to upgrade the City Council Chamber audio visual (AV) systems.

The City of Lomita City Council meets on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of each month beginning at 6:00 p.m. Meetings are held in the City Council Chambers located at 24300 Narbonne Avenue, Lomita, CA 90717. The existing AV system has been in use for many years and has reached the end of its useful life. The City also occasionally holds other types of meetings in the Council Chambers including Planning Commission meetings, trainings and presentations. It is important that the room serves many roles and staff can be confident that the equipment is capable of handling a multi-use environment.

This Request for Proposals (RFP) describes the Project, the required scope of services, the selection process, and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification. Based on this RFP, the City intends to select one firm for agreement negotiations. If the City is unable to reach an agreement with the selected firm, then the City has the option to negotiate with another. Award of the contract, if any, will be to the firm whose professional qualifications, experience, and proposed work plan demonstrates that it will competently satisfy the requirements described in this RFP within the City’s budget. Price will be a factor, but will not be the sole consideration for award. This RFP does not commit the City to award any contract, defray any costs incurred in the preparation of a proposal pursuant to this RFP, or in any resulting negotiations, or to procure contracts for work.

The successful firm will be expected to execute the City’s standard, template contract and will be required to meet specific insurance requirements and provide proof of Professional Liability insurance. All designers, contractors, subcontractors, journeymen and apprentices working on the Project must be licensed and registered with the State of California, as required. Additionally, the selected firm must have, or will be required to obtain, a business license to work in the City of Lomita.

The City’s estimated budget for the Project is \$200,000 (excluding lighting upgrades).

Any changes to this RFP are invalid, unless specifically modified by the City and issued as a separate addendum document. Should there be any question as to changes to the content of this document, the City’s copy shall prevail. All addenda and notices related to this solicitation will be posted by the City on the City’s website at [www.lomitacity.com](http://www.lomitacity.com) under the “Business” and “Current Bids and RFPs” of the main page. In the event this RFP is obtained through any means other than the City’s website, the City will not be responsible for the completeness, accuracy or timeliness of the RFP document.

## **II. PRE-PROPOSAL MEETING**

A pre-proposal meeting and walk-thru will be held on November 19, 2021 beginning at 10:00 a.m. to give an opportunity for firms to tour the City Council Chamber, examine current site conditions and obtain more information on the Project. Proposers should attend this meeting to visit the site in order to check and verify existing conditions prior to submitting a proposal.

This meeting will be held at Lomita City Hall, City Council Chambers, located at 24300 Narbonne Avenue, Lomita, CA 90717. Allow approximately one (1) hour and bring a complete RFP packet for reference. Due to COVID-19, attendees will be required to practice social distancing and wear face masks during the pre-proposal meeting.

Proposers will be responsible for verifying and inspecting the Project site prior to submitting a proposal and will assume full responsibility for having familiarized themselves with the locality and local conditions that may in any manner affect the work to be done. Submission of a proposal shall be prima facie evidence that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of this contract.

The City of Lomita complies with the Americans with Disabilities Act. If you require reasonable accommodations for the pre-proposal meeting, please contact the Office if you require reasonable accommodations for the pre-proposal meeting, please contact the Office of the City Clerk at (310) 325-7110 extension 113, at least 48 hours prior to the meeting.

## **III. SCOPE OF SERVICES**

### **System Design**

The AV Contractor shall design and install a state-of-the-art AV system that will meet performance objectives for the City Council and other meetings that take place in the Council Chambers. The AV contractor will attend meetings with City staff/consultant and to determine needs, present their design, make modifications as requested, review final designs then once approved, acquired all equipment and materials, and then install complete working systems.

### **Project Management**

The AV Contractor shall provide project management to ensure fulfillment of the scope within the contract and schedule. The AV Contractor is expected to provide continuous Quality Assurance and Quality Control of design and installation activities. Review architectural, mechanical and electrical contract documents as needed in light of requirements for AV systems. Provide a document to the City advising of any changes required in order to allow the AV systems to be installed and function correctly.

### **Use of Council Chamber**

The existing system in the Council Chambers must be operational for meetings twice a month during construction unless previously arranged with the City and adequate provisions are made for nonfunctioning system. The City at its sole discretion, may relocate a City Council meeting to provide a period of time for work which require substantial disruption to the Council Chambers in which use of the Council Chamber would not be required by the City.

### **City Council Chamber Scope of AV Systems**

The AV System consists of the engineering, materials, equipment and systems described in this RFP. This Contract is for system design, documentation and drawings, equipment, material, installation, programming and training. The work of this section includes a complete and operational turn-key system. All equipment and materials shall be new, meet the latest published specifications of that project, and conform to applicable regulatory provisions. Care shall be taken during installation to prevent scratched, dents, chips or damages. All products and materials to be handled and shipped in accordance with manufacturers recommendations. Provide protective covering on equipment and furniture during construction to prevent damage or entrance of foreign materials. Any damaged materials or equipment will be rejected at the firm's sole expense for replacement.

The following is a description of the system issues and the desired upgrades required under this contract:

### **Video Presentation Screens**

Remove the existing projection screen and replace with two new 80" or larger flat panel displays. Displays to be mounted on the front wall on the center side of the dais, on the wall just behind the mayor seat.

- Display size of 80" or larger
- Include mounting brackets and backing as needed.
- Provide HDMI over Ethernet cable receivers for 4K video signal distribution.

Receivers to be mounted on the back of the displays with ethernet connections on wall panels.

### **Council Member and Staff Displays**

Provide video displays for 7 at the dais, and 4 staff positions at the staff tables. Displays will show the system video presentation as shown on the main screens.

- Low-profile 22" to 24" regular computer video monitors. Display resolution to be at least 1920x1080.
- Provide sample for approval by city staff prior to ordering all monitors.
- Verify space requirements for monitors at the dais.
- Provide HDMI over Ethernet cable receivers and HDMI distribution amplifiers for 4K video signal distribution.
- City will provide 3 Desktop PCs for the staff tables.

### **Video Source Inputs**

Video system inputs to include VGA (with audio) plus HDMI at the following locations:

- Podium – HDMI to network with network connections into all three floor boxes
  - 2 HDMI/VGA inputs at the staff table
  - 1 HDMI/VGA City Clerk
- Wireless video interface . Verify exact requirements and product with the users.

### **Video Distribution and Routing**

A video distribution and routing system shall be installed with a network-based video distribution system. System to have minimal latency and the ability to route any input signal to all location mirrored within the facility. System to be:

- Video over network encoders, decoders and network switches to all dais and staff displays
- Provide video feeds to all new video displays as home runs or through distribution amplifiers.
- Inherent video latency to be no greater than 10 mS within the distribution system.

### **Sound Reinforcement System**

The current sound reinforcement system will be augmented with the following components:

- Provide seventeen total microphones. Seven at the dais, six at the staff table, two at the City Clerk's table (including one for the public speaker) and two at the City Manager/City Attorney table. Microphones should have the ability to be turned on/off at the microphone and through touch panels
- Provide two additional wireless microphone systems. Mics to be combination packages with handheld transmitters and bodypack with head worn microphone transmitters plus receivers. Wireless systems to be Shure MXW2 or approved equal.
- Replace existing dais microphones and staff microphones, as well as remove old hardware..

### **Hearing Impaired System**

Provide state-of-the-art new hearing impaired system with 5 receivers and 2 T coil loops.

### **Control System and Programming**

Provide a new control system including all new control system hardware and programming.

- Provide a total of 3 control touchscreens at the following locations:
  - o Clerk
  - o One staff position

- o Control room equipment location
- o One city-provided control iPad with wireless interface

- The functionality provided by the AV Control System will include but may not be limited to:

- o System On/Off (Standby)
- o System power down – manual and/or scheduled
- o Video source selection and routing of AV sources to any of the available video display
- o Control and scaling of video displays
- o Room audio source selection
- o Room audio volume control
- o Teleconferencing functions including all phone system interface programming
- o Teleconference audio source selection/mixing
- o Teleconference audio volume control
- o Transport control of appropriate devices
- o Lighting control
- o Control of audio system
- o Individual microphone mute and level controls

- o Control touch panel functions as per the City

- Create menu pages to provide simple “one-touch” system activation, selection of preset operating parameters, as many as may be required to cover the various meeting modes, city council and a quantity of user-definable presets.

- Touchscreen programming will provide access to system individual microphone levels, playback control of source devices, and other functions to be determined in conversations with the City. Certain touch panels will have different control features and level of control.

- o The Clerk and Control Room touch panels will have control of all the systems.

- o The Clerk will have control over who is presenting content.

- o Wireless iPad control functions to be determined by City.

- The control system will provide access to the lighting presets so the entire configuration of the space can be activated using the “one-touch” process.

- An advanced section will be included allow a means of storing user definable presets that set microphone levels and custom microphone equalization.

- Menu pages must be password protected to limit access beyond simple system on/off and preset selection to those trained and qualified for other operations. All passwords and login information and software licenses related to the control systems programming will be provided to the City for their distribution as appropriate among staff and end users.

- All custom programming configurations and code will remain the property of the City.
- Prototype control screen templates will be presented to the City and Consultant for review and approval.
- Beta level control systems programming that have been tested with equipment will be provided for Consultant during mock-up phase.
- Completed base programming and structure will be tested and operational during system commissioning.
- The AV Contractor shall provide for up to 2 City requested revision lists to functionality and GUI layout that will be incorporated into the control system programming during the first year of building operation, after the first systems use. The AV Contractor shall provide these programming revisions without request for additional payments.
- In addition to the 2 major programming revisions, the lead programmer(s) shall be present for the first 2 times each of the systems are used by the City. Assume there will be 2 to 3 hours of follow-up programming changes after each of these 2 events.

### **Production Video Systems**

Provide the following new production video system:

- A total of 4 remote controlled PTZ cameras.
- Cameras to be mounted in locations that can adequately cover council members, staff and presenter at the podium.
- Compatible camera PTZ controller with multiple presets for each camera.
- Video switcher capable of 4K resolution with enough inputs for all cameras plus a feed from the networked distributed video system for screen display content.
- Network compatible video recording appliance
- 24" multiview display of showing all individual cameras plus program and preview.
- Switcher control surface capable of controlling all switcher functions

### **Equipment Racks**

Provide new equipment racks to fit into existing rack locations. Racks to be able to slide out for service and access. Rack mounted equipment shall have black 10-32 button head machine screws. Provide security covers on non-user operated equipment having front panel controls. Install covers at the completion of Acceptance Testing. Provide engraved lamicoid labels at the front and rear of equipment mounted in racks. Mount labels on the equipment and attach in a neat, plumb, and permanent manner. Embossed labels will not be accepted.

### **Video Lighting**

The current architectural lighting system provides for poor lighting angles in the council chamber. City will work with the City's electrician and selected vendor to develop a updated lighting system for the Chambers. Cost TBD.

The successful Contractor(s) will competently perform the services as specified in Scope of Services **(Exhibit A)** of this RFP.

All work shall be provided in a professional manner in accordance with all applicable laws, regulations and policies, including, but not limited to, all Federal, State and Local safety rules and regulations.

The successful Contractor must obtain a City Business License and show proof that they possess any required licenses by the State of California in conformance with performing the duties under this contract.

#### **IV. PROCUREMENT SCHEDULE**

- RFP release: November 4, 2021
- Mandatory Pre-Proposal Meeting: November 19, 2021 @ 10 a.m.
- Deadline to submit questions: November 29, 2021, 4:00 p.m.
- Answers provided to questions: By December 2, 2021
- Proposals due: December 13, 2021, 4:00 p.m.
- Review of Proposals: Weeks of December 13 – January 7, 2021
- Tentative Contract approval: February 1, 2022
- Notice to Proceed: February 14, 2022
- Project Completion: June 1, 2022

#### **V. PROOF OF PERFORMANCE AND PROJECT SUBMITTALS**

##### **Proof of Performance**

Mock-up Key components of the system are to be setup, tested and demonstrated to the end users at the project site to ensure all systems and equipment will adequately meet the needs of the users. Items might include dais displays, control system programming, etc.

##### **Project Submittals**

Product Data: Submit manufacturer's product data sheets for each item of equipment that will be provided as part of this contract. Submit electronically as a single PDF, as well as in hard copies per project requirements. All equipment cut sheets will be arranged per section. Provide a table of contents and a bookmark at the start of every product sheet.



Millwork Colors and Samples and any equipment requiring color selection: Submit to the City color options for evaluation and selection.

Submit project shop drawings for review and approval prior to ordering equipment. Failure to submit shop drawings with ample time for evaluation shall not entitle the contractor to an extension of contract time. There will be no work authorized on site without the prior submittal and subsequent approval of a complete set of shop drawings. Any exceptions to this must be in writing and approved by the City. Shop drawings shall indicate complete details and dimensions of work to be performed. Shop drawings shall be formatted as outlined below, and should contain the items as appropriate, but are not be limited to, the following details:

1. Submitted as a multi-sheet PDF document with:
  - a. 30" X 42" sheets (verify drawing size and number of sets with architect)
  - b. Table of Contents
  - c. Bookmarks for every sheet with Sheet Name and Number
2. Drawings shall be a standalone package containing all information required to locate and install all junction boxes, devices and related equipment.
  - a. Video display locations, orientation, and mounting methods
  - b. Architectural Coordination. The layout of all spaces shall be coordinated with current architectural drawings and site conditions. Coordinate locations of all junction boxes, AC power outlets, and wire routing and management. Spaces include, but are not limited to Equipment Rooms, Council Dais, Audio Production Suites and other Control Spaces.
  - c. Rack Layout and Location Diagrams with overall dimensions.
  - i. Submit heat loads for each equipment rack and calculations showing how numbers were derived.
  - ii. Provide AC power requirements for each equipment rack and calculations showing how numbers were derived. Provide power distribution details within each rack.
  - d. Antenna orientation, mounting elevation, and attachment hardware schedule.
  - e. Conduit riser diagrams for showing interconnect of all systems.
  - f. Wiring spreadsheet showing all wiring pull lengths from source to destination, including wire numbers.
  - g. Wiring schematic. Complete, detailed wiring schematic for all systems, based on the contract documents but including cable types, identification by number and color codes, and detailed wiring of connections, both at equipment and between equipment racks and wiring in conduit.
  - h. Schematic drawings of any custom circuitry or equipment modifications, including connector pin-outs and component lists.
  - i. Terminal strip layouts for all terminal strips to be used in junction boxes or in the equipment racks.
  - j. Provide circuiting detail for power distribution within the rack(s) both in the equipment rooms as well as at the control positions.
  - k. Fabrication details for all custom panels and devices include materials, finishes and labeling.
  - l. Patchbay layouts, including patch point labeling.

- m. Schedule of colors for all equipment and materials including speakers, wall panels, exposed cabling, and custom furniture. Include all information required for coordination of custom colors with Architect.
- n. Network schematic showing logical connections of all network connected devices including IP address and VLAN information. Coordinate with City IT department for development of VLAN requirements and IP address scheme for AV equipment.
- o. Custom Control Software Programming and User Interface Submittal.
- i. Provide for approval prior to system installation an electronic copy of the DSP and Control System files, showing all user interfaces and control logic flow diagrams. It is the Contractor's responsibility to provide any and all custom software interface programming for the systems provided under this section.
- ii. All Custom Software to be the unconditional property of the City, and copies of the files with all passwords to be provided on disks or memory sticks.
- q. Wireless frequency analysis. It is the responsibility of the contractor to coordinate all wireless frequencies.
- r. Assistive Listening System Analysis. Contractor is responsible for providing documentation showing the Assistive Listening system meets accessibility requirements of the project location. Contractor is to provide a quantity of receivers per prevailing code.

### **Contract Closeout Submittals**

1. Submit according to conditions of the Construction Contract and Project Manual. Submit all contract closeout documentation within 30 days after substantial completion, unless otherwise noted.
2. Contractor shall work from approved shop drawings only. Note changes made during installation on a single set of drawings. This set of marked up drawings will not leave the jobsite until after the final system commissioning. Submit electronic corrected sets of drawings showing work as installed. All "as-built" drawings to be provided both in electronic form (ACAD 2016 or later) and in PDF (same size as project architectural drawings).
3. Contractor to provide a Project Manual prior to acceptance testing. Provide a minimum of 1 hard copy and one electronic copy. This manual shall contain the following information:
  - a. Table of Contents.
  - b. Contractor's contact information for warranty and/or service.
  - c. A complete list of equipment, both installed and loose gear. Include manufacturer, model number, and serial number for all devices. Include settings (software or hardware) for any devices that required modification or adjustment during the acceptance testing.
  - d. Operating manuals for each device.
  - e. Documentation of all testing results.
  - f. Wireless microphone frequency coordination report
  - g. A USB Drive containing all As-Built drawings in PDF & DWG format.
  - h. Replacement parts lists of major items of equipment.

- i. Provide a suggested schedule of routine maintenance. Schedule should include dates of replacement of all batteries, cleaning of air filters and procedures for checking speaker components.
- j. Create a quick start guide to provide information specific to the system, such as procedures for system power on/off, patching, different modes of operation etc.
  - i. The guide should convey information specific to the installed system. It is not intended to be a guide on generic sound system operation.
  - ii. Anticipated length of the guide is less than 2 pages front and back.
- 4. Provide two copies of all software installed on computers or equipment in the system, including all device configuration files on a USB Disk. One copy is to be furnished to City IT department.
- 5. Produce compact system flow diagrams showing all components, cables, and wire numbers that will be mounted on the wall of each equipment rooms(s). Provide photographically reproducible as-built wiring diagrams at a reduced scale that are easy to handle and fully legible.
- 6. Asbestos and PCB Certification: After completion of installation, but prior to Substantial Completion, Contractor will certify in writing that products and materials installed, and processes used, do not contain asbestos or polychlorinated biphenyls (PCB).
- 7. Provide a complete list of spares inventory to include quantity, manufacturer, model number, and serial number.

## **VI. PROPOSAL REQUIREMENTS**

Proposals shall be submitted via email in print-ready format before the submittal deadline to Kathleen Gregory, City Clerk, at: k.gregory@lomitacity.com. No fax or mailed proposals will be accepted. The proposal shall be valid for a minimum of 90 days. Please include as the email subject: "Proposal for Council Chambers A/V Upgrades." Proposals shall be in the specified format as follows:

Proposals should be concise but provide sufficient detail to enable the City to conduct an operational evaluation of the proposal. Proposals should clearly demonstrate the firm's qualifications and experience with similar projects and services, as well as the qualifications and competence of the particular staff to be assigned to this project. It should also specify the firm's methodologies and approach to meet the RFP requirements. Figures should be clearly explained in a narrative or in footnotes, as necessary.

Firms may provide more information as deemed appropriate, but are required to follow the general outline and include the minimum information presented below. The substance of proposals will carry more weight than their form or manner of presentation.

### **Transmittal Letter / Executive Summary**

A signed letter of transmittal briefly stating the firm's understanding of the work to be done and why the firm believes it is the best qualified. Include an overview that highlights the

firm's approach to the project and its commitment to meet or exceed the City's objectives and ensure the project is successfully completed on time and within budget. Also Include:

- The title and date of the proposal
- The firm's legal name and address
- Legal form of business (sole proprietor, partnership, corporation, joint venture, etc.) If the company is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal should be noted, if applicable
- Year firm was established
- Name, title, address and contact information (phone and e-mail) of the person to contact regarding the proposal
- Name, title, address and contact information (phone and e-mail) of the main point-of contract/project manager to be assigned to the project
- Company website, if any

### **Experience, Technical Competence & References**

Describe the firm's qualifications, competence, capacity and resources to perform the work. Include the firm's experience in completing similar projects. Specifically, include specific project experience related to the project. Also describe the firm's experience working with state or local government agencies and give an indication of the firm's understanding of local government regulations, state and local building codes and other local guidelines and criteria.

Identify up to five (5) successfully completed projects of similar nature within the last five (5) years. Highlight any projects where the team identified for this proposal has worked together in the past. Include three (3) to five (5) client references, outlining:

- Company names and addresses
- Names, telephone numbers and email for primary contact persons
- Project amounts

Describe the firm's experience with equipment and systems of the types specified, shall maintain a fully staffed and equipped service facility, and shall be a franchised dealer and authorized service facility for the major brands specified.

### **Staffing Plan and Key Personnel**

Describe the staffing plan and provide an indication of the total staffing level for the project, including project management staff, design professionals, lead engineer, engineers, contractors and use of subcontractors. Identify the roles and responsibilities of key personnel who will perform the work and provide a brief biography or resume for each. The information provided should demonstrate the qualifications of the particular staff to be assigned to this project.

All terms of the contract, including qualification statements shall apply to subcontractors. Provide a scope of work outlining what portions of the project for which a subcontractor will be responsible.

**Licensing and Professional Certifications**

Provide a list of all licenses and professional certifications currently held by the firm or subconsultants and the staff who will perform the work. At a minimum:

- All audio/video work shall be performed by a State of California Contractor's License, Classification C-7 (Low Voltage Contractor), at the time the Proposal is submitted.
- All electrical work shall be performed by a State of California Contractor's License Classification C-10 (Electrical Contractor), at the time the Proposal is submitted.

Failure to possess the applicable licenses as specified shall render the proposal as nonresponsive. 6.5

**Proposed Method to Accomplish the Work**

Describe the firm's technical and management approach to complete the project. Provide a preliminary project schedule reflecting major activities, task-related milestones, and an outline of deliverables and anticipated project completion. Describe any variations from the Scope of Services that will enhance the outcome.

Describe the firm's plan for ensuring appropriate communication and responsiveness to the City's needs, including the firm's plans for written and/or verbal updates/meetings (i.e. daily, weekly, or bi-weekly review meetings as needed); and the firm's representative for purposes of being the City's single point of contact on a day-to-day basis (i.e. project manager).

Outline any anticipated data, information or materials needed from the City to complete the project, which was not obtained or provided during the mandatory pre-proposal meeting.

Include a sample set of shop drawings or as-builts documents that demonstrate the firm's capabilities to provide engineering and documentation for the project. Provide a line sheet listing all manufacturers for with the firm is a deal and/or authorized service center. Include a description of the firm's abilities for in-shop assembly, fabrication and testing.

To ensure that practices and procedures are consistent with measures to help limit the spread of COVID-19 while carrying out operations, the City continues to closely coordinate with, and monitor information and updates from the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CA DPH), the San Diego County Health and Human Services Agency, and others related to COVID-19. Per the County of San Diego Public Health orders, facial coverings are required. In addition, essential businesses, must create and post COVID-19 protocols for appropriate guidelines, behavior, and sanitation at each business, and facility.

**Pricing / Fee to Perform Service**

Outline a comprehensive cost estimate that takes into consideration all pre-installation, inspection or design services, materials, construction/installation, and disposal costs. The proposed costs should contain all pricing information relative to performing the work as described in this RFP.

- Total contract price
- Total price for each alternate item.
- Itemized equipment list with quantities and unit pricing.
- Breakdown of the number of labor hours for each of the following:
  - o Engineering and documentation
  - o On site coordination meetings and supervision
  - o In shop fabrication and assembly.
  - o On site fabrication, assembly and installation.
  - o On site verification and testing.

Clearly note all assumptions that were used to create the estimate and highlight any areas of concern.

Should it become necessary for the City to request the firm to render additional services to either supplement the services requested in this RFP or to perform additional work as a result of specific recommendations included in any report pertaining to the contract, then such additional work shall be performed only if set forth in an amendment to the contract between the City and the firm. Billing rates for any such additional work agreed to between the City and the firm should be set forth in the cost proposal.

The City will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

#### **Previous City experience and Conflict of Interest**

Describe the firm's professional relationships, if any, involving the City or any of its component units/agencies, for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed work. In addition, the firm shall give the City written notice of any professional relationships entered into during the period of this Agreement.

#### **Appendices or Exhibits**

Include as needed.

### **VII. SUBMITTAL DEADLINE REQUIREMENTS**

Proposals must be submitted via email in print-ready format before the submittal deadline of December 13, 2021, 4:00 p.m. to: Kathleen Gregory, City Clerk, at: k.gregory@lomitacity.com. No fax or mailed proposals will be accepted. Please include as the email subject: "Proposal for Council Chambers A/V Upgrades."

All submissions will receive a confirmation email within 1 business day of the deadline. If

you do not receive a confirmation email from your proposal submission, please contact Kathleen Gregory, City Clerk, at: (310)325-7110 x113 or k.gregory@lomitacity.com.

## **VIII. QUESTIONS**

Questions about this RFP must be submitted by email to Gary Sugano, Assistant City Manager, at g.sugano@lomitacity.com by November 29, 2021, 4:00 p.m. Responses to all questions will be posted by December 2, 2021, to the City's current website under RFPs.

## **IX. EVALUATION CRITERIA AND SELECTION PROCESS**

It is the City's intent to select the Contractor(s) with the best combination of qualifications and cost proposal. The selection committee will rank the proposals based upon the materials submitted by the proposing Contractors. The City may request a Contractor to submit additional information pertinent to the RFP. The City also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted by the Bidder. The City retains the sole discretion to determine issues of compliance and to determine whether a bidder is responsive and responsible.

The Committee may choose to interview two or more closely ranked Contractors, but will not expect or schedule time for elaborate presentations unless specifically requested by the City. The City's decision on qualification will be based on the evaluation of several factors including but not limited to the following:

1. Completeness of the proposal
2. Technical approach
3. Relevant project experience
4. Qualified project management
5. Customer references
6. Cost
7. Schedule

Following the selection of the most qualified Contractor(s), a final budget, schedule and final Scope of Services will be negotiated before execution of the Professional Services Agreement (PSA). A template PSA is attached to this proposal as Exhibit A. Modifications may be made to this template by the City as necessary during the negotiation process.

The City shall attempt to negotiate an agreement to perform the work with the Contractor(s) considered to be the most qualified. Should the City be unable to negotiate a satisfactory agreement with the proposer determined to be most qualified, at a price the City determines to be fair and reasonable, negotiations with that proposer will be formally terminated. The City shall then undertake negotiations with the next qualified proposers individually until an agreement is reached.

These RFP procedures prohibit the practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful considerations, and prohibit City employees from participating in the selection process when such employees have a relationship with a person or business entity seeking an agreement under this RFP that would create a conflict of interest.

## **X. ADDITIONAL PROVISIONS**

### **Time for Completion**

The Design Build Entity shall complete all work within 80 working days as specified in the Contract Agreement, TERM OF AGREEMENT AND TIME FOR COMPLETION. Contract time shall begin on the date designated in the Notice to Proceed.

### **Liquidated Damages**

Liquidated Damages may be assessed as indicted in the Contract Agreement, LIQUIDATED DAMAGES. The minimum value of the costs and actual damaged caused by failure of the Deign Build Entity to complete the work within the allotted time is stated therein.

### **Ineligible Contractors**

Pursuant to Public Contract Code Section 6109, contractors or subcontractors who are ineligible to perform work on a public works project pursuant to Section 2603 or Section 1777.7 of the California Labor Code shall not be allowed to perform any portion of the Work contemplated herein. Any subcontract between the Contractor and a debarred subcontractor shall be void as a matter of law, and the debarred subcontractor shall not receive any payment for performing such work. Any public money that has been paid to the debarred subcontractor on the project shall be returned to the City. Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

### **Contractor Registration**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations (including payment of all required registration and annual renewal fees) for the duration of the Project. Any listed and or unlisted subcontractor working for a public works project shall be replaced by the Contractor immediately upon notice by the City or Contractor that the subcontractor is unregistered. The Contractor shall be responsible for any costs associated with the replacement of a Subcontractor for failure to be registered with the Department of Industrial Relations as a qualified Contractor to perform work on a public works project.



Any bid submitted by a bidder who is unregistered at the time of bid opening shall be deemed a non-responsible bid and their bid shall be rejected.

**Prevailing Wages:**

Bidders are advised that this Contract is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. This project is subject to compliance monitoring and enforcement by the State of California, Department of Industrial Relations. The City 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 this work is to be performed for each craft, classification or type of worker needed to execute the contract. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes are on file at the Office of the Director of Development Services, and also available from the Director of the Department of Industrial Relations. These per diem rates will be made available to any interested party upon request. Each Contractor to whom a Contract is awarded and every Subcontractor must pay the prevailing rates, post copies thereof at the job site and otherwise comply with applicable provisions of state law. It shall be mandatory upon the bidder to whom the Contract is awarded, and upon any Subcontractor under him, to comply with all Labor Code provisions, which include, but are not limited to the payment of not less than the said specified rates to all workers employed by them in the execution of the Contract, employment of apprentices, retention of payroll records, hours of labor and debarment of Contractors and Subcontractors. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

**Employment of Apprentices**

The California Labor Code requires the contractor and any subcontractors to employ registered apprentices on public works projects pursuant to Section 1777.5.

**XI. LIMITATIONS**

1. All reports and pertinent data or materials shall become the sole property of the City and may not be reproduced without the explicit written permission of the City.
2. The Request for Proposals does not commit the City to award a contract, to pay any costs incurred in preparation of the proposal, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interests of the City at its sole discretion.
3. The City may require the proposer selected to participate in negotiations, and to submit such price, technical, or other revisions of their proposals as may result from such negotiations.
4. All Proposals shall be available for public inspection at the conclusion of the evaluation

process. No compilation, tabulation, syntheses or analysis of data, nor definition, opinions, etc., should be anticipated by the proposer from the City, unless volunteered by a responsible official in that agency.

5. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This Agreement may not be awarded to the lowest respondent and the City may award two or more Agreements to different Contractors to ensure the City gets the best quality work at a reasonable price.

## **EXHIBITS**

**Exhibit A** – Professional Services Agreement Template

**Exhibit B** – Council Chambers Equipment List

**EXHIBIT A**  
**PROFESSIONAL SERVICES AGREEMENT TEMPLATE**  
**(ATTACHED)**



**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF LOMITA AND \_\_\_\_\_**

This AGREEMENT for \_\_\_\_\_ is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and \_\_\_\_\_ ("CONTRACTOR").

**RECITALS**

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for \_\_\_\_\_.
- C. CONTRACTOR warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONTRACTOR to perform the services as described in **Exhibit A** of this Agreement.

**NOW, THEREFORE**, based on the foregoing recitals, CITY and CONTRACTOR agree as follows:

**1. CONSIDERATION AND COMPENSATION.**

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONTRACTOR an amount not to exceed \$\_\_\_\_\_, for CONTRACTOR's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONTRACTOR all uncontested amounts set forth in the

CONTRACTOR'S bill within 30 days after it is received.

**2. SCOPE OF SERVICES.**

- A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

**3. PAYMENTS.** For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

**4. TIME OF PERFORMANCE.** The services of CONTRACTOR are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A**," unless extended in writing by CITY.

**5. FAMILIARITY WITH WORK.** By executing this Agreement, CONTRACTOR represents that CONTRACTOR has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

**6. KEY PERSONNEL.** CONTRACTOR's key person assigned to perform work under this Agreement is \_\_\_\_\_. CONTRACTOR shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.

**7. TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on \_\_\_\_\_, unless earlier termination occurs under Section 13 of this Agreement, or extended in writing in advance by both parties.

**8. CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
10. **PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
11. **LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION.** CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause
12. **PREVAILING WAGE.**
- A. Prevailing Wage. CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and CONTRACTOR shall therefore comply with such Labor Code sections to the fullest extent required by law. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- B. Registration/DIR Compliance. If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONTRACTOR and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). CONTRACTOR shall maintain registration for the duration of the project and require the same of

any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR'S sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against CONTRACTOR or any subcontractors that affect CONTRACTOR'S performance of services, including any delay, shall be CONTRACTOR'S sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.

- C. Labor Certification. By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- D. Employment of Apprentices. CONTRACTOR and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. CONTRACTOR or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between CONTRACTOR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by CONTRACTOR on the project shall be returned to CITY. CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.
- F. CONTRACTOR agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portion of the work. CONTRACTOR shall be as fully responsible to CITY for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by its subcontractor, as CONTRACTOR is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in these Agreement shall create any contractual relationship between any subcontractor and CITY.

### **13. TERMINATION.**

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONTRACTOR may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONTRACTOR shall, at CITY's option, become CITY's property, and CONTRACTOR will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

**14. INDEMNIFICATION.**

- A. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 19, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

**15. ASSIGNABILITY.** This Agreement is for CONTRACTOR's professional services. CONTRACTOR's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

**16. INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all



work and the manner in which is it performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

**17. AUDIT OF RECORDS.**

- A. CONTRACTOR agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONTRACTOR agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

**18. CORRECTIVE MEASURES.** CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.

**19. INSURANCE REQUIREMENTS.**

- A. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
  - 1. Workers Compensation Insurance as required by law. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY.
  - 2. General Liability Coverage. CONTRACTOR shall maintain commercial

general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

3. Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
  4. Professional Liability Coverage. CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by its employees, subcontractors, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONTRACTOR will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR for all claims made by CITY arising out of any errors or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
  2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
  5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
  6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONTRACTOR shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
- F. Failure on the part of CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 13 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR'S behalf upon CONTRACTOR'S failure or refusal to do so in

order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

20. **USE OF OTHER CONTRACTORS.** CONTRACTOR must obtain CITY's prior written approval to use any Contractors while performing any portion of this Agreement. Such approval must include approval of the proposed Contractor and the terms of compensation.
21. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONTRACTOR, its employees, sub-Contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONTRACTOR, its employees, sub-Contractors and agents.
22. **CORRECTIONS.** In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during CITY'S review of CONTRACTOR'S report or plans. Should the CONTRACTOR fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONTRACTOR. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONTRACTOR under this Agreement up to the amount of the cost of correction.
23. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONTRACTOR by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONTRACTOR'S services beyond the current fiscal year, the Agreement shall cover payment for CONTRACTOR'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
24. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
City of Lomita	

<u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u>  <u>ATTN: City Manager</u>	<u>ATTN:</u>
--	--------------

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

25. **SOLICITATION.** CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than CONTRACTOR's bona fide employee, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid nor has it agreed to pay any company or person, other than CONTRACTOR's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONTRACTOR breach or violate this warranty, CITY may rescind this Agreement without liability.
26. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONTRACTOR's or CITY's obligations under this Agreement.
27. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
28. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
29. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
30. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.

31. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
32. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
33. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
34. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
35. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private Contractors, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.
36. **DISCLOSURE REQUIRED.** (CITY and CONTRACTOR initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is a "contractor" for the purposes of the California Political Reform Act because CONTRACTOR'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONTRACTOR employed by CITY. CONTRACTOR hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to Contractor commencing services hereunder, the City's Manager shall prepare and deliver to

CONTRACTOR a memorandum detailing the extent of CONTRACTOR'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials \_\_\_\_\_

Contractor Initials \_\_\_\_\_

**OR**

By their initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is not a "contractor" for the purpose of the California Political Reform Act because CONTRACTOR'S duties and responsibilities are not within the scope of the definition of contractor in Fair Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY'S Conflict of Interest Code.

City Initials \_\_\_\_\_

Contractor Initials \_\_\_\_\_

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF LOMITA

CONTRACTOR

\_\_\_\_\_  
Ryan Smoot, City Manager

By:

\_\_\_\_\_  
TITLE

ATTEST:

\_\_\_\_\_  
Kathleen Horn Gregory, City Clerk

\_\_\_\_\_  
Taxpayer ID No.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## Council Chambers Equipment

	Cameras		
	Make	Model	Quantity
	Panasonic	AW-HE40S	4
	Panasonic	AW-RP60	1
	Ubiquiti	UniFi Managed PoE+ Gigabit 24 Port Switch	1
	Panasonic	PTZ wall mount	4
	Engineering		
	Blackmagic Design	ATEM 1 M/E Production Studio 4K	1
	Blackmagic Design	ATEM 1 M/E Advanced Panel	1
	Blackmagic Design	Hyperdeck Studio Mini	1
	HP	24" Monitor	1
	Blackmagic Design	Videohub 12x12 Clean Switch	1
	JBL	Controlroom speakers	1
	Video Distribution		
	Crestron	8x8 Digital Media Switcher	1
	Crestron	Digital Media HDBaseT input card	3
	Crestron	Digital Media HDMI input card	2
	Crestron	Digital Media HDMI Output card	1
	Crestron	Digital Media HDBaseT Output card	2



	Crestron	Digital Media Room Controllr	3
	Crestron	Digital Media 202 Transmitter	3
	Crestron	3 Series Control System	1
	Crestron	10.1" Touchscreen Tabletop	3
	Crestron	HDMI Disribution Amplifier 1:8	1
	Crestron	HDMI Disribution Amplifier 1:4	1
	HP	24" Monitor	11
	Ergomart	Limbo Low profile	11
	Samsung	80" TV	2
	Premier	Articulating Wallmounts	2
	Audio		
	Shure	Microflex 12in Gooseneck microphones	20
	Shure	MXW2/SM58	2
	Shure	2-Channel Networked Charging Station	1
	Shure	2-Channel Access Point Transceiver	1
	Biamp	Tesira Forte Dan AI	2
	QSC	Amplifier	1
	QSC	6.5" Ceiling Speakers	8
	Listen Tech	Assisted Listening System	1
	Video Transmission		
	CableCast	VioLite Video Server	1

	CableCast	CG Player License	1
	Blackmagic Design	Opengear Frame	1
	Blackmagic Design	Opengear Sync Generator	1
	Blackmagic Design	Opengear SDI distrobution	1
	Blackmagic Design	Opengear SDI to analog	1
	Middle Atlantic	44u Network Rack	2
	Misc	Cables, conectors, wiring	1
			Sub Total
			Tax
			Labor
			Programming
			TOTAL