

AGREEMENT FOR CONSTRUCTION SERVICES

This agreement for the provision of construction services ("Agreement") is made and entered into this 22nd day of July, 2014 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and Construction Maintenance Services ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONTRACTOR

- 1.1 City hereby retains Contractor to perform audio visual upgrade services at locations specified by City's Innovation and Technology Department (the "Services").
- 1.2 Contractor and its subcontractors shall possess all appropriate State contractors' licenses required for the performance of the Services, and shall not be debarred pursuant to Labor Code sections 1777.1 and 1777.7.

ARTICLE 2 - RESPONSIBILITIES OF CONTRACTOR

- 2.1 The specific Services which Contractor shall perform are more particularly described in Exhibit "A," which is attached hereto and incorporated herein by this reference.
- 2.2 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, and the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to perform the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.
- 2.3 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.
- 2.4 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775

and 1813.

- 2.5 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.
- 2.6 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.
- 2.7 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.
- 2.8 Contractor shall guarantee the Services against defective materials or workmanship for a period of (1) year from the date of City's issuance of a Notice of Completion for the Services, except where longer warranty periods are specifically provided by manufacturer of equipment installed in connection with the provision of the Services. During the (1) one year warranty period, should Contractor fail to remedy defective material and/or workmanship, or to make replacements within five (5) days after written notice by City, it is agreed that City may make such repairs and replacement and the actual cost of the required labor and materials shall be chargeable to and payable by Contractor or his surety.

All work which has been rejected by City, shall be remedied, or removed and replaced by the Contractor at its own expense. Any defective material or workmanship which may be discovered before final acceptance of the Services or within (1) one year from the completion date specified in the Notice of Completion, shall be corrected immediately by Contractor at its own expense notwithstanding that such defects may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is Contractor's responsibility to deliver at the time of final acceptance a completed project that complies in all details with this Agreement.

City will endeavor to locate any errors or defective materials or workmanship and call them to the attention of Contractor prior to subsequent work being performed. However, City is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by Contractor are not discovered prior to subsequent work.

Nothing in this section shall be construed to limit the rights of City to immediately correct conditions which may be unsafe or which may pose a public health nuisance. Should said conditions later be found to be caused by defective material and/or workmanship, Contractor and its surety shall reimburse City for costs reasonably incurred while attending the situation.

ARTICLE 3 - PERIOD OF SERVICE

- 3.1 Contractor shall commence the Services upon City's delivery to Contractor of a written "Notice to Proceed."

- 3.2 Contractor shall complete the Services within seven (7) calendar days from and after the date of the City's issuance to Contractor of the Notice to Proceed.

ARTICLE 4 - PAYMENT AND NOTICE

- 4.1 City shall pay Contractor the sum of Thirty Two Thousand Ninety Six Dollars and Fifty Three Cents (\$32,096.53) as complete compensation for the Services.
- 4.2 An initial payment of Eight Thousand Twenty Four Dollars and Thirteen Cents (\$8,024.13) by City to Contractor shall be made concurrent with City's execution of this Agreement. Subsequent payments by City to Contractor shall be made within thirty (30) days after City's receipt and approval of Contractor's invoice, by warrant payable to Contractor.
- 4.3 All notices shall be made in writing and shall be given by personal delivery or by mail. Notices sent by mail shall be addressed as follows:

City:

Danielle Garcia, CIO
IT Department
City of Redlands
35 Cajon Street, Suite 222
P.O. Box 3005 (mailing)
Redlands, CA 92373

Contractor:

Bob Myers
Pacific Video Products, Inc.
14312 Franklin Ave., Suite 100
Tustin, CA 92780
Ca License # 82780

When so addressed, such notices shall be deemed given upon deposit in the United States mail; in all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this section 4.3.

ARTICLE 5 - INSURANCE AND INDEMNIFICATION

- 5.1 All insurance required by this Agreement shall be maintained by Contractor throughout Contractor's performance of the Services, and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City.
- 5.2 Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall provide City with Exhibit "C," entitled "Workers' Compensation Insurance Certification," which is attached hereto and

incorporated herein by this reference prior to occupancy of the Premises.

- 5.3 Contractor shall secure and maintain in force throughout its performance of the Services comprehensive general liability insurance, with carriers acceptable to City, with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City. A certificate of insurance and endorsements shall be delivered to City prior to commencement of the Services.
- 5.4 Contractor shall secure and maintain in force throughout its performance of the Services business automobile liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used for the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City. A certificate of insurance and endorsements shall be delivered to City prior to commencement of the Services.
- 5.5 Contractor shall indemnify, hold harmless and defend City and its elected officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent or intentionally wrongful act or omission of Contractor, and its officers, employees and agents, in performing the Services.
- 5.6 Contractor is expressly prohibited from assigning any of the work associated with the Services without the prior written consent of City. In the event of agreement by the Parties to assign a portion of the Services, Contractor shall add the assignee as an additional insured to its insurance policies and provide City with the insurance endorsements prior to any work being performed by the assignee. Assignment does not include printing or other customary reimbursable expenses that may be provided for in this Agreement.

ARTICLE 6 - GENERAL CONSIDERATIONS

- 6.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to recover its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 6.2 All documents, records, drawings, electronic data files and data base, photographic prints and negatives, designs and specifications, cost estimates, and other documents developed by Contractor for the Services shall become the property of City and shall be delivered to

City upon completion of the Services.

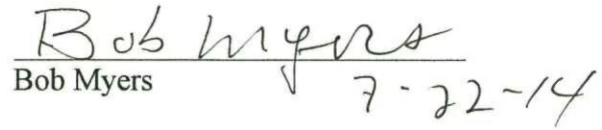
- 6.3 Contractor is, for all purposes under this Agreement, an independent contractor with respect to the performance of the Services and not an employee of City. All personnel employed by Contractor to perform the Services are for its account only, and in no event shall Contractor or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of, City. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties.
- 6.4 Unless earlier terminated as provided for below, this Agreement shall terminate upon completion and acceptance of the Project by City.
- 6.5 City may terminate this Agreement for any reason, at any time at its sole discretion, upon two (2) calendar days prior written notice to Contractor.
- 6.6 Upon receipt of a termination notice, Contractor shall (1) promptly discontinue all work associated with the Services and (2) deliver or otherwise make available to City, copies of any data, design calculations, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for any work completed up until notice of termination.
- 6.7 This Agreement, including the exhibits incorporated by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein and any prior negotiations, proposals and agreements relating to the subject matter hereof are superseded by this Agreement. Any amendment to this Agreement shall be in writing and approved by City and Contractor.
- 6.8 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have signed in confirmation of this Agreement.

CITY OF REDLANDS

By 
N. Enrique Martinez, City Manager

PACIFIC VIDEO PRODCUTS


Bob Myers 7-22-14

ATTEST:


Jeanne Donaldson,
Deputy City Clerk

EXHIBIT "A"
Scope of Services



AV UPGRADE

This document contains trade information deemed proprietary to Pacific Video Products, Inc. and is to be used for the purpose for which it is submitted and furthermore shall not be copied in whole or part without express written permission first obtained from Pacific Video Products, Inc. © 2014

Date: July 17, 2014
From: Robert Myers
To: Danielle Garcia
City Of Redlands
35 Cajon St.
Redlands, CA 92373

Project: .140410scope

OVERVIEW OF COUNCIL CHAMBERS DISPLAY UPGRADE:

After completing an extensive site survey and reviewing all existing electronics, Pacific Video Products (PVP) makes the following recommendations.

All display products will be mounted to conform to California Building Codes, and in particular, to Seismic requirements.

PVP will provide shop drawings specifying all power requirements that are to be provided by the City Of Redlands.

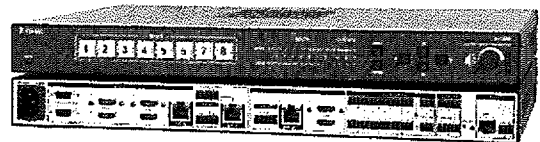
The individual display components are listed below.

SIGNALS TYPES:

All signal types will be routed through a switcher and scalar. The Scalar will upscale all signal types to a true HD signal of 1920X1200.

Signals from the following locations will be displayed on all monitors simultaneously.

- Computer located at lectern for HDMI
- VGA for Guest laptop
- Signal from Control Room



Pacific Video Products

14312 Franklin Ave. Suite 100 Tustin, CA 92780 (800) 576-0060 Fax: (714) 508.2136
Website: www.pacvideo.com Pg. 1 California Contractors License: 827372

GALLERY DISPLAY SYSTEM:

LCD DISPLAYS (2) 80", will be ceiling mounted.

The displays will be securely attached to the main structure above the T-bar ceiling.

A physical site line survey has verified the production cameras will have an unobstructed viewing and actuation during council sessions.

These displays may be turned on/off from either the lectern or Control Room

**STAFF TABLE DISPLAYS:**

LCD DISPLAY SIZE TBD will be mounted to the

staff table. Mounts and display will be bolted

to the table. Redlands has authorized coring

holes into existing tabletop to accommodate secure mounting.

**COUNCIL MEMBERS DISPLAY:**

A 46" LCD display will be supplied for viewing by the council members.

The display will be mounted to the front of the new lectern.

(Mounting configuration is yet to be determined)

**LCD PROJECTOR UPGRADE:**

A new HD projector will be ceiling mounted in

place of the current model. Using the standard

supplied lens it will fill the existing screen with

no white borders. The projector has a very bright

5000 lumens of light and all normal functions can be controlled from the Extron control system.

**Pacific Video Products**

14312 Franklin Ave. Suite 100 Tustin, CA 92780 (800) 576-0060 Fax: (714) 508.2136

Website: www.pacvideo.com

Pg. 2

California Contractors License: 827372

AV CONTROL SYSTEM:

(2) AV CONTROL SYSTEMS are supplied:

1. One will be mounted on the accessory shelf of the lectern supplied by customer. PVP will supply an accessory mounting kit for the panel. PVP will work closely with the lectern vendor to insure that the LCD touch panel is mounted properly. After lectern is delivered to customer, PVP will complete the wiring of the touch panel to the control system.



2. A second control panel will be mounted in the Control Room. This will allow additional information to be routed to the display system during a council session. This will also allow the AV technician in the Control room to have full control of the AV System during council meeting when required.

A partial list of the functions that may be controlled by the AV Control System:

- **LCD Projector: On/off/mute image, select inputs from switcher/scalar**
- **Electric screen: Lower/raise**
- **LCD Displays, (2) 80", (1)46", (7) 15-19": Power on/off**
- **Entire display system can be temporally muted by a one-touch command**
- **Material source select from switcher/scalar:**
 - Lectern: VGA & HDMI**
 - Control Room: HDMI**

MAINTENANCE CONTRACT:

All of the AV equipment installed by Pacific Video Products will be added to the existing maintenance contract #120621.MC for NO ADDITIONAL CHARGE.

Respectfully submitted:

ROBERT MYERS-C75

Robert Myers, Manager Presentation Systems

ATT: Spreadsheet

Pacific Video Products

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Website: www.pacvideo.com Pg. 3 California Contractors License: 827372

AV UPGRADE

B City of Redlands
I PO Box 3005
L Redlands, Ca 92373
L ACC# 07347

t ATTN:
o Phone #
o Fax #

S Redlands PD
H 35 Cajon St.
I Redlands, CA 92373
P ACCT. 92373

t ATTN: Danielle Garcia
o Phone #
o Fax # ()

Jul 17, 2014

Salesperson: *Robert*
Customer *****
Project # 140410.1
rmyers@pacvideo.co

LT	QTY	MODEL #	MFG.	DESCRIPTION	UNIT PRICE	EXT. PRICE	TAX
COUNCIL CHAMBERS DISPLAY UPGRADE							
1	2	LC-80LE650U	Sharp	LCD display, 80", 90 day warranty	\$3,300.00	\$6,600.00	T
2	2	GS-TV3-350	Sharp	3-year extended warranty	\$256.94	\$513.88	E
3	2	LCM1U	Chief	Chasis mount kit for LCD display	\$260.46	\$520.92	T
4	2	CMA110	Chief	8" structural ceiling plate for 1.5"NPT	\$50.67	\$101.34	T
5	2	Custom	PVS	1.5" NPT pole (display to ceiling plate)	\$76.39	\$152.78	T
6	7	VT198T	Asus	LCD display, 19" (Staff Members)	\$237.50	\$1,662.50	T
7	7	STS1	Chief	Desk mount bracket for 19" LCD	\$63.33	\$443.31	T
8	1	BDL4620QL	Philips	LCD display, 46" LCD+Mt @ lectern	\$1,027.78	\$1,027.78	T
9	1	34VV	PVP	Custom cable harness	\$150.00	\$150.00	T
10	1	CP-WU845	Hitachi	LCD Projector, Std lens	\$4,418.06	\$4,418.06	T
11	1	PDF	Premier	Chasis mount kit for LCD display	\$138.89	\$138.89	T
12	1	HD8PSPE	KanexPro	HDMI extender+DA	\$388.88	\$388.88	T
13	2	60-1185-02	Extron	TLP PRO 520M, 5" wall mount touch panel	\$1,170.83	\$2,341.66	T
14	1	60-1238-12	Extron	IN1606 IPCP SA, switcher/scalar	\$3,673.61	\$3,673.61	T
15	3	60-1271-13	Extron	DTP HDMI230, Rx	\$345.83	\$1,037.49	T
16	2	60-1271-12	Extron	DTP HDMI230, Tx	\$345.83	\$691.66	T
17	1	HD4PSPE	KanexPro	HDMI extender+DA	\$270.79	\$270.79	T
18	1	Lot	PVP	CAT6 & misc cables, connectors	\$555.56	\$555.56	T
19	1	Labor	PVP	PM and documentation	\$500.00	\$500.00	E
20	1	Labor	BV	Engineering, software programming	\$694.44	\$694.44	E
21	1	Labor	PVS	Installation to include:	\$3,333.33	\$3,333.33	E
22				Ceiling Mt (2) 80" LCD displays	\$0.00	\$0.00	
23				Replace LCD projector	\$0.00	\$0.00	
24				Tabletop mount (7) 19" LCD displays	\$0.00	\$0.00	
25				Mount (1) 46" to lectern	\$0.00	\$0.00	
26				Install electronics in existing Audio rack	\$0.00	\$0.00	
27				Pull (1) HDMI cable from Control Room	\$0.00	\$0.00	
28				Pull all cables and terminate, test	\$0.00	\$0.00	
29	1	25BL	Extron	Mount for Extron TP	\$55.56	\$55.56	T
30	8	IR	BV	IR emitters, extender	\$4.17	\$33.36	T
31	1	Fee	PVP	Labor & Materials Bond	\$375.00	\$375.00	T
32					\$0.00	\$0.00	



Subtotal (Taxable Items)	\$24,639.15
TAX 8.00%	\$1,971.13
LABOR / Tax Exempt Items	\$5,041.65
Estimated Shipping & Handling Fee	\$444.60
TOTAL INVESTMENT	\$32,096.53

TERMS AND CONDITIONS (SUBJECT TO CREDIT APPROVAL)

QUOTE VALID 30 days	FOR Manf. Point	SHIP VIA:	CREDIT CARD #
25% Dep.	PAYMENT TERMS: monthly progress paym.	EST. DELIVERY Aug 11, 2014	CARD TYPE EXP. DATE
Pacific Video Products, Inc. • 14312 Franklin, Suite 100 • Tustin, Ca 92780 800.576.0060 • FAX: 714.508.2136 California Contractors License: 827372			

Pacific Video Products

14312 Franklin Ave. Suite 100 Tustin, CA 92780 (800) 576-0060 Fax: (714) 508.2136
Website: www.pacvideo.com Pg. 4 California Contractors License: 827372

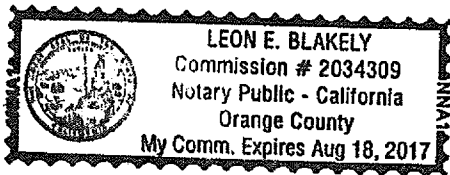
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On July 30, 2014 before me, Leon E. Blakely / Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Marsha C. Garrison
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Leon E. Blakely
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Labor and Material Bond

Document Date: July 30, 2014

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Marsha C. Garrison, Leon E. Blakely, Jr., jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

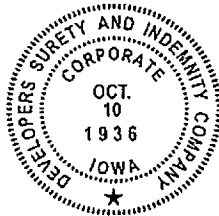
RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

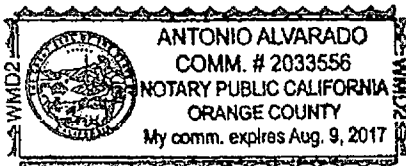
By: *Mark J. Lansdon*
Mark J. Lansdon, Vice-President



State of California
County of Orange

On November 21, 2013 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature

Antonio Alvarado

Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 30th day of July, 2014

By: *Cassie J. Berisford*
Cassie J. Berisford, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State Of California
County Of Orange

On 7/31/14 before me, Mayur Mody, a notary public personally appeared

Bruce Edward Ferguson

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

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

WITNESS my hand and official seal.



[Signature]

(Optional)

Title/Type of the document: Letter to Mechanical Bond

Document Date: 7/30/14

Number of Pages 3+1

Signer(s) other than named above Yes

Signer's Capacity: _____

EXHIBIT "B"

Bond No. 388849P

Premium: \$802.00

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and PACIFIC VIDEO PRODUCTS, INC. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated July 22, 2014, and identified as Council Chambers Display Upgrade is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Thirty Two Thousand Ninety Dollars (\$32,096.53) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on July 30, 2014.

(SEAL)

PACIFIC VIDEO PRODUCTS, INC.

(Contractor)

(Signature)

BRUCE E. PERCIVAL

(SEAL)

INDEMNITY COMPANY OF CALIFORNIA

(Surety)

BY:

(Signature) *Marsha C. Garrison* Marsha C. Garrison, Attorney-in-Fact

Address:

17771 Cowan Ave., Ste. 100

Irvine, CA 92614

Telephone(949) 263-3300

(Seal and Notarial Acknowledgment of
Surety)

See Attach for notes

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

 I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

 X I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Pacific Video Products, Inc.

Date: 7-30-14

By:

Bob Myers
Bob Myers