

## CITY COUNCIL CHAMBERS LIGHTING PROJECT

**CITY OF OCEANSIDE  
PUBLIC WORKS AGREEMENT**

**PROJECT: CITY COUNCIL CHAMBERS LIGHTING PROJECT**

THIS AGREEMENT, dated \_\_\_\_\_, 20\_\_ for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY," and \_\_\_\_\_, hereinafter designated as "CONTRACTOR."

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **SCOPE OF WORK.** CONTRACTOR shall replace and upgrade the lighting and related technology in the Oceanside City Council Chambers building consistent with the CONTRACTOR'S proposal dated May 1, 2025, attached hereto and incorporated herein as Exhibit A.
  
2. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. CONTRACTOR shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
  
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
  
4. **LABOR REQUIREMENTS.** CONTRACTOR certifies that it shall comply with the State Labor Code Requirements as set forth in Exhibit 1 attached hereto.

Pursuant to State Labor Code requirements, CONTRACTOR shall comply with the General Prevailing Wage Determination Made by the Director of Industrial Relations as set forth in Exhibit 2 attached hereto ("State Prevailing Wages").

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CONTRACTOR certifies that it is currently registered with the Department of Industrial Relations (“DIR”) and qualified to perform public work pursuant to Labor Code Section 1725.5.

### **5. LIABILITY INSURANCE.**

**5.1.** CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

**5.2** CONTRACTOR shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance  
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000*

Commercial General Liability Insurance  
(bodily injury and property damage)

General limit per occurrence	\$ 2,000,000
General limit project specific aggregate	\$ 4,000,000

<u>Automobile Liability Insurance</u>	\$ 2,000,000
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\*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

**5.3** If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.

**5.4** All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance

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coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

- 5.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 5.6 CONTRACTOR shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 5.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 5.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.
- 5.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.
- 5.10 CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that CITY is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.
- 6. **CONTRACT BONDS (for contracts exceeding \$25,000).** If the total contract price specified in Section 9 of this Agreement exceeds \$25,000, or if any amendment to this Agreement causes the total contract price to exceed \$25,000, before entering upon the performance of work, CONTRACTOR shall provide two good and sufficient bonds in the amounts listed below:

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- Performance Bond in a sum not less than one hundred percent (100%) of the total contract price, to guarantee faithful and timely performance of all work, in a manner satisfactory to the CITY, and further to guarantee that all materials and workmanship will be free from original or developed defects
  - Payment Bond that meets the requirements of California Civil Code section 9554, in a sum not less than one hundred percent (100%) of the total contract price, to satisfy claims of material suppliers, mechanics and laborers employed by CONTRACTOR on the work that is the subject of this Agreement
7. **CONTRACTOR'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONTRACTOR's work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR. CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.
8. **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONTRACTOR under this Agreement shall be the property of the CITY. CONTRACTOR shall provide all such documents in electronic, editable format upon request by the CITY. The CITY agrees to hold the CONTRACTOR free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONTRACTOR. CONTRACTOR may retain a copy of all material produced under this Agreement for the purpose of documenting CONTRACTOR's participation in this project.
9. **COMPENSATION.** CONTRACTOR'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$209,775. No work shall be performed by CONTRACTOR in excess of the total

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contract price without prior written approval of the CITY. CONTRACTOR shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

10. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY as set forth in Exhibit A unless modified and approved in writing by the CITY.
11. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
12. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

13. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
14. **TERMINATION OF AGREEMENT.** Upon five (5) days' written notice to the CONTRACTOR, the CITY may, without cause and without prejudice to any other of the CITY's rights or remedies, terminate this Agreement. Upon the service of a notice of termination, the CONTRACTOR shall discontinue the work in the manner, sequence, and at such times as directed by the CITY's project manager. The CONTRACTOR shall remain responsible for the quality and fitness of the work performed by the CONTRACTOR before termination of the Agreement. All requirements of the Agreement pertaining to work completed or to be completed as of the time of termination shall survive the termination, including without limitation all indemnities, warranties, requirements for preparation of record drawings and completion of any "punch list" items directed by the CITY's project manager.

If any portion of the work is terminated or abandoned by the CITY, then the CITY

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shall pay CONTRACTOR for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONTRACTOR only for work performed in accordance with the Agreement up to and including the date of termination. Notwithstanding the foregoing, the CONTRACTOR shall not be entitled to recover any loss of anticipated profit or revenue or other economic loss arising out of or resulting from the termination, including without limitation any claim for anticipated profits on the work not performed or lost business opportunity.

15. **CLAIM RESOLUTION PROCESS.** A “claim” means a separate demand by the CONTRACTOR sent by registered or certified mail with return receipt requested, for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the CITY; (B) payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to the contract for a public work and payment for which is not otherwise expressly provided or to which the CONTRACTOR is not otherwise entitled; or (C) payment of an amount that is disputed by the CITY. Claims shall be evaluated and resolved according to the requirements of California Public Contract Code section 9204, the text of which is set forth in Exhibit 3, attached hereto (“Claim Resolution Process”).
16. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Public Works Agreement to be executed by setting hereunto their signatures on the dates set forth below.

IES COMMUNICATIONS

CITY OF OCEANSIDE

By: \_\_\_\_\_  
Name/Title

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Name/Title

APPROVED AS TO FORM:

\_\_\_\_\_  
16-1664197  
Employer ID No.

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

\_\_\_\_\_  
Contractor's License No. & Classification

\_\_\_\_\_  
DIR Registration No.

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**NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.**

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### EXHIBIT 1: STATE LABOR CODE REQUIREMENTS

#### PROJECT: (PROJECT NAME & NUMBER)

Throughout Exhibit 1, the term "Labor Code" shall mean the "California Labor Code."

##### E1.1 Prevailing Wages

- a. Pursuant to Labor Code Section 1774, the CONTRACTOR, and any subcontractor under him, shall pay all workers employed on this project not less than the wages specified in the General Prevailing Wage Determination Made By The Director Of Industrial Relations in effect on the date of the invitation for bids for this project. The Prevailing Wage Determination is referred to on Exhibit 2. Additional copies of this Prevailing Wage Determination are on file with the Project Manager at the Engineering Division of the Development Services Department, 300 North Coast Highway, Oceanside, CA 92054, and shall be made available to any interested party on request.
- b. Pursuant to Labor Code Section 1775, the CONTRACTOR shall, as a penalty to the AGENCY, forfeit not more than fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed, for any public work done under the contract by him or her or by any subcontractor under him or her. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the CONTRACTOR's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR in meeting his or her prevailing wage obligations, or the CONTRACTOR's willful failure to pay the correct rate of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the CONTRACTOR had knowledge of his or her obligations under the Labor Code. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate shall be paid to each worker by the CONTRACTOR.
- c. To the extent that there is insufficient money due to a CONTRACTOR to cover penalties forfeited and amounts due, the AGENCY shall notify the Division of Labor Standards Enforcement of the violation. The Division of Labor Standards Enforcement, if necessary with the assistance of the AGENCY, may maintain an action in any court of competent jurisdiction to recover the penalties and the amounts due provided for herein. Such action shall be commenced not later than ninety (90) days after the filing of a valid notice of completion in the office of the county recorder in each county in which the public work or some part thereof was performed, or not later than ninety (90) days after acceptance of the public work,



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whichever last occurs. No issue other than that of the liability of the CONTRACTOR for the penalties allegedly forfeited and amounts due shall be determined in the action, and the burden shall be upon the CONTRACTOR to establish that the penalties and amounts demanded in such action are not due.

- d. Out of any money withheld, recovered, or both, there shall first be paid the amount due each worker, and if insufficient funds are withheld, recovered, or both to pay each worker in full, the money shall be prorated among all workers.

### E1.2 Legal Day's Work

- a. Pursuant to Labor Code Section 1810 et seq., eight (8) hours labor on this project shall constitute a legal day's work.
- b. Work performed by employees of CONTRACTORs in excess of eight (8) hours during any one (1) calendar day, and forty (40) hours during any one (1) calendar week, shall be permitted on this project only upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one half (1½) times the basic rate of pay, and upon prior written consent of the Engineer.
- c. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the Legal Day's Work requirements of Labor Code Section 1810 et seq.
- d. To the extent that there is insufficient money due to a CONTRACTOR to cover penalties forfeited and amounts due, the AGENCY shall notify the Division of Labor Standards Enforcement of such violation. In the case of a worker claiming the difference between the prevailing wage rate and the amount paid him, the AGENCY shall first give the notice mentioned in Section 1190.1 of the Code of Civil Procedure. The Division of Labor Standards Enforcement, if necessary with the assistance of the AGENCY, may maintain an action in any court of competent jurisdiction to recover the penalties and the amount due provided for herein. Such action shall be commenced not later than ninety (90) days after the filing of a valid notice of completion in the office of the county recorder in each county in which the public work or some part thereof was performed, or not later than ninety (90) days after acceptance of such public work, whichever last occurs. No issue other than that of the liability of the CONTRACTOR for the penalties allegedly forfeited and amounts due shall be determined in such action, and the burden shall be upon the CONTRACTOR to establish that the penalties and amounts demanded in such action are not due.

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- e. Out of any money withheld or recovered or both, there shall first be paid the amount due each worker and if insufficient funds are withheld or recovered or both to pay each worker in full the money shall be prorated among all such workers.

### E1.3 Payroll Records

Pursuant to Labor Code Section 1776, the CONTRACTOR shall be responsible for compliance with the following requirements:

- a. The CONTRACTOR and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- b. The payroll records enumerated under subdivision (a) above, shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:
  - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
  - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the AGENCY, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the AGENCY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs or preparation by the Division of Labor Standards Enforcement, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the CONTRACTOR.
- c. Each CONTRACTOR shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within ten (10) days after receipt of a written request.
- d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the AGENCY, the Division of

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Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR awarded the contract or performing the contract shall not be marked or obliterated.

- e. The CONTRACTOR shall inform the AGENCY of the location of the CONTRACTOR's principal office for the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

As of the date of this contract, the CONTRACTOR's principal office is that which is set forth on the Public Works Agreement.

- f. The Director of Industrial Relations shall adopt rules consistent with the California Public Records Act (California Government Code Section 6250 et seq.) and the Information Practice Act of 1977 (California Civil Code Section 1798 et seq.) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.
- g. Pursuant to Labor Code Section 1777, any CONTRACTOR, or subcontractor, or agent or representative thereof, doing public work who neglects to comply with any provision of the requirements of the Payroll Records section is guilty of a misdemeanor.

Additionally, any officer, agent, or representative of the AGENCY who willfully violates any provision of this article is guilty of a misdemeanor.

- h. In the event that the CONTRACTOR does not comply with the Payroll Record requirements stated above, the CONTRACTOR shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in which respects the CONTRACTOR must comply with the Payroll Requirements. Should noncompliance still be evident after the twenty (20) day period, the CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

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### **E1.4 Travel and Subsistence Pay**

- a. The CONTRACTOR shall be responsible for compliance with the requirements of Labor Code Section 1773.8.
- b. Pursuant to Labor Code Section 1773.8, each CONTRACTOR and any subcontractor under him, shall pay all workers employed on this project such travel and subsistence payments as are defined in the applicable collective bargaining agreements executed by the representative of any craft, classification or type of worker needed to perform this Contract.
- c. The CONTRACTOR shall be responsible for contacting the Department of Industrial Relations in order to obtain copies of all applicable collective bargaining agreements which have been filed at least thirty (30) days prior to the call for bids on this project.

### **E1.5 Apprentices**

- a. Pursuant to Labor Code Section 1777.5, the CONTRACTOR shall be responsible for compliance with all requirements in this "Apprentices" section.
- b. Nothing in this section shall prevent the employment of properly registered apprentices upon public works.
- c. Every such apprentice shall be paid the standard wage to apprentices under the regulations of the craft or trade at which he or she is employed only at the work of the craft or trade to which he or she is registered.
- d. Only apprentices, as defined in Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 of the Labor Code are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training.
- e. When the CONTRACTOR or any subcontractor under him or her, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the CONTRACTOR and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area of industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject CONTRACTOR or subcontractor, shall arrange for the

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dispatch of apprentices to the CONTRACTOR or subcontractor in order to comply with this section. Every CONTRACTOR and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. CONTRACTORS or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentices work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the Land Surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

- f. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the Land Surveyor classification. The CONTRACTOR shall employ apprentices for the number of hours computed as above before the end of the contract. However, the CONTRACTOR shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.
- g. The CONTRACTOR or subcontractor, if he or she is covered by this section, upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the CONTRACTOR that he or she employs apprentices in such craft or trade in the state on all of his or her contracts on an annual average of one (1) hour of apprentice work for every five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1 to 5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

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- h. “Apprenticeable craft or trade,” as used in the section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1 to 5 ratio set forth in this section when it finds that any one (1) of the following conditions is met:
- (1) Unemployment for the previous three (3) month period in the area that exceeds an average of fifteen percent (15%).
  - (2) The number of apprentices in training in such area exceeds a ratio of 1 to 5 (1:5).
  - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis.
  - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that, training cannot be provided by a journeyman.
- i. When exemptions are granted to an organization which represents contractors in a specific trade from the 1 to 5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
- j. The CONTRACTOR, or any subcontractor under him or her, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The CONTRACTOR or subcontractor may add the amount of such contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.
- k. All decisions of the joint apprenticeship committee under this section are subject to the provisions of Labor Code Section 3081.

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- I. Pursuant to Labor Code Section 1777.7, in the event that a CONTRACTOR willfully fails to comply with the apprenticeship requirements of Labor Code Section 1777.5, such CONTRACTOR, both individually and in the name of the business entity under which the CONTRACTOR or subcontractor is doing business, shall:
  - (1) Be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of noncompliance is made by the Administrator of Apprenticeship, and;
  - (2) Forfeit as a civil penalty in the sum of fifty dollars (\$50.00) for each calendar day of noncompliance. Notwithstanding the provision of Labor Code Section 1727, upon receipt of such a determination the AGENCY shall withhold from contract progress payments then due or to become due such sum.
- m. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council.
- n. Any funds withheld by the AGENCY pursuant to this section shall be deposited in the AGENCY General Fund.
- o. The interpretation and enforcement of Labor Code Sections 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

### E1.6 Discrimination Prohibited

Pursuant to Labor Code Sections 1735 and 1777.6, the CONTRACTOR shall not discriminate in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of such persons, except as provided in Labor Code Section 3077 and California Government Code Section 12940.

**EXHIBIT 2**

**PROJECT:**

**PROJECT NAME**  
**PROJECT NUMBER**

STATE PREVAILING WAGE RATES

GENERAL PREVAILING WAGE DETERMINATION

MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

THAT IS IN EFFECT ON THE DATE THAT THE

INVITATION FOR BIDS IS FIRST PUBLISHED

Copies of this determination are available at [www.dir.ca.gov/dlsr](http://www.dir.ca.gov/dlsr) and are on file with the AGENCY staff, and shall be made available for the review of any interested party upon request.



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### **EXHIBIT 3: CLAIM RESOLUTION PROCESS California Public Contract Code § 9204**

§ 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)

(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or

## **CITY COUNCIL CHAMBERS LIGHTING PROJECT**

commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)

(1)

## **CITY COUNCIL CHAMBERS LIGHTING PROJECT**

(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)

(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made

## **CITY COUNCIL CHAMBERS LIGHTING PROJECT**

within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

## **CITY COUNCIL CHAMBERS LIGHTING PROJECT**

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

RFP for Council Chambers Lighting Project  
City of Oceanside  
Updated: May 01, 2025

IES Communications, LLC  
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San Diego, CA 92121  
[www.iescomm.com](http://www.iescomm.com)

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[lance.bourassa@iescomm.com](mailto:lance.bourassa@iescomm.com)  
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## Project Brief

PROJECT INFORMATION		
Job Name:	RFP for Council Chambers Lighting Project (324389) - Audio Visual	
Job ID:	324389-001	
Company:	City of Oceanside	
Site Address:	300 North Coast Hwy, Oceanside, CA 92054	
Quote Type:	Estimate	
Quote Date:	Updated May 01, 2025	
Status:	A1B1	
CUSTOMER CONTACT		ACCOUNT MANAGER
Scott Prather		Lance Bourassa
Senior Information Technologies Analyst		Sales Account Manager
(760) 801-0687		(760) 690-7464
<a href="mailto:sprather@oceansideca.org">sprather@oceansideca.org</a>		<a href="mailto:lance.bourassa@iescomm.com">lance.bourassa@iescomm.com</a>

## Project Overview

IES is providing individual room pricing for the installation of audio-visual systems per IES design. All cabling installed shall be in compliance with the ANSI/TIA/EIA 568-C Commercial Building Telecommunications Cabling Standards.

### Project Schedule

- Based on the assumptions made with the information at hand, the estimated timeline for this project will be in July 2025, approximately 2-3 week(s) onsite with Base Bid.
- The projected crew size will range approx. 2-3 Techs(s).
- These techs will work eight-hour shift(s) between 7:30 am - 4:00pm to 5:00pm M-F to complete a 40-hour work week, per tech.
- A mutually agreed-upon schedule must be established at the time of contract to ensure timely project delivery
- IES will assign a Project Manager to oversee and coordinate project details with customer representative.

### Key Notes & Clarifications

IES will manage equipment warranties if awarded full scope of labor and materials Taxes are included in this pricing.

Scissor lifts are required and have been included in this pricing.

Equipment and material storage is required by IES and will be provided by the customer for the duration of the installation.

HEPA Carts and Caps are not required.

Permit fees and inspections are not included in this pricing.

Davis Bacon, Union and/or Prevailing Wage rates are included in this pricing.

Performance & Payment and/or Bid Bonds are included in this pricing.

OCIP and/or CCIP deducts are not included in this pricing.

Due to ongoing macroeconomic volatility, including the recently announced 2025 tariffs on foreign-sourced materials and associated extended lead times, all material pricing and delivery schedules are subject to change. Material pricing is guaranteed for 15 days from the quote date, and material availability will be confirmed at the time of contract execution to ensure a mutually agreed-upon project schedule.

IES reserves the right to reprice labor and materials up to 6 months from the actual project start date. While the base bid includes a 12 % contingency for material price increases, should actual increases exceed this allocation—due to market volatility, supply chain disruptions, or tariff impacts—IES may request a change order to cover the additional costs. We welcome discussions with our customers to explore price increase mitigation strategies.

Additionally, IES has excluded any costs or time required to comply with Buy America/Buy American/Made in America requirements. Any such additional costs or schedule adjustments will be added as needed.

## Scope of Work

### Audio Visual (324389-001)

#### GENERAL SUPPORT

Included in Bid

#### Project Admin/Support

Included in Bid

#### Support Equipment



## Contract Requirements

### Performance + Payment Bond

IES to provide Performance and Payment Bond

## LIGHTING

Included in Bid

### Lighting Sub-Contractor Scope of work:

1. Replace old tungsten-based Fresnel lighting fixtures with new LED fixtures that are DMX controllable. NOTE: Total number of fixtures can be reduced to 16 (8 per side) due to the superior reach and spread of new LED fixtures.
2. Each fixture will also include theatrical lighting “barn doors” to better control any light “spill over” to other areas.
3. Removal of the old Strand-Century voltage controlled dimmer racks that in the rear upper loft area. NOTE: All electrical work will be performed by a licensed electrical contractor. All lighting work will be performed by the lighting technician and crew.
4. Install a new DMX Controller rack in the same location as the old Century-Strand dimmer racks
5. Up in the ceiling existing power connectors will be changed from NEMA 5-15P (Edison) plug to TRUE1 receptacle, UL 1573 connectors needed for LED lights
6. Also, up in the ceiling by each light bar will be installed a single DMX connector. (1 on each side) plus an additional DMX connector will be installed in the AV Control Room to control the upper fixtures.
7. In the front of the room a set of 15 mini-LED box light “strips” will be installed to provide a color “wash” over the front wall. In addition, a DMX connector will be mounted on the lower part of that front wall to connect these lights to. Each mini fixture will have a louver to direct the beams of light directly on the wall only
8. After the system is up and running, we will adjust each fixture for focus and spread to light up the City Council Chambers appropriately. Hanging and focusing are included.
9. We will install a new DMX interface for the existing AMX Control system, and we will reprogram the AMX system to control the DMX lighting system. This will include a new set of controls on the AMX touchscreen specifically for the front wall “color wash” effect.
10. The installation timeline shall be approximately two weeks from the start of the project until sign-off and commissioning with the City.

### Lighting Labor Assist

IES to work alongside Subcontractor and provide a primary point of contact on site between the client and the subcontractor.

IES to reprogram existing AMX control system to work with the new lighting controller and add in button changes to allow control of the new lighting areas being added.

## Assumptions & Exclusions

### Assumptions

The following assumptions are included in this proposal:

- There is a minimum of one (1) 120V 15A circuit available for IES use in all MPOEs, MDFs, and IDF where AV equipment is to be located.

- If modifications to an existing control system program and UI are required, IES will require current un-compiled copies of the control system and UI files. If these files are not compliant to accepted Manufacturers Programming best practices, the programing changes are excluded. IES will discuss with the Client how to proceed.
- The exact location for all components will be field verified with the client or client's designee (i.e. architect, general contractor, etc.). Any changes to these locations after initial mobilization and rough-in may result in additional coordination or installation charges.
- Any requested changes to the scope of work require a written change order prior to IES performing the work.
- It is the customer's responsibility to provide IES with the architectural drawings in electronic format as a DXF or DWG file. In the event, an electronic file is not supplied; IES will bill the customer for any charges incurred as a result of creating these electronic files. Additionally, the AutoCAD files must be submitted with the floor plan and furniture layers turned on only. All other layers must be turned off before submitting. CLIENT is subject to any costs associated with IES coordination time for all drawing plans.
- IES Assumes there are no firewalls to breach that are over a 1-hour rating, or that require a non-sleeve penetration to create a rated solution for this installation.
- The environment is and will remain free of hazardous materials. The Customer is responsible for supplying information concerning hazardous materials for the disclosure to all employees working on the project.
- Owner will verify functionality of open-box Owner Furnished Contractor Installed (OFCI) equipment with an IES representative prior to hand off to IES. IES warranties do not extend to OFCI materials.
- IES does not guarantee that OFCI and existing equipment will operate in the same manner as in a previous installation.
- Existing equipment will be used in an AS-IS condition, unless otherwise noted. If existing equipment is tested and found inoperable, IES will discuss with the Client on how to proceed.
- Our pricing is based on the negotiation of a mutually agreed upon schedule.
- All work is scheduled for regular business hours 07:30am and 4:00pm – 5:00pm M-F.
- IES is assuming that this project is not expedited. Our estimate is based on an 8-hour workday and 40 hours a week.
- Due to extreme supply chain volatility, that all material pricing and material delivery schedules are subject to change. If this impacts the project schedule, IES will discuss with the Customer on how to proceed.
- IES understands our scope has coordination with other trades, and has included this in our proposal. If other trades cause an impact on IES's schedule, additional cost could apply to keep overall schedule commitments.
- Achieving any milestone dates is dependent upon normal staffing, and may be impacted by client or authority having jurisdiction (AHJ) limitations.
- All work will be performed in accordance with national, state and local codes.
- There will be unimpeded access to all work areas. Delays caused by access issues may result in additional charges to client.
- There will be a clean, moisture-free environment for any installation of actively working equipment.
- For demolition projects, IES assumes that a customer-supplied dumpster will be available. IES is not responsible for disposal of scrap materials.

# Assumptions & Exclusions

## Exclusions

The following are excluded from this proposal:

- Architecture, engineer design, consulting fees, or engineered stamped drawings.
- Costs associated with parking.
- Improvement to building grounding system.
- Cutting, patching, and painting of finished surfaces.
- Coring and drilling of walls, floors, footers or headers.
- Modifications to correct existing code/building violations or upgrade of systems to comply with State or City codes.
- Permits and inspection fees.
- Third party inspections.
- Supply or install Telecommunications Grounding Backbone (TBB) connecting the primary bonding conductor between the TMGB and other TGBs.
- Supply or install grounding equalizer conductors.
- Cost associated with hidden hazardous conditions, hazardous materials, or asbestos abatement.
- Alterations or penetrations to special finishes or furniture.
- Overtime, 2nd, and 3rd shift labor.
- All Uninterruptible Power System (UPS) systems.

A current Master Service Agreement or other previously agreed contract terms between Contractor and Customer may supersede the below terms: **Terms of Payment**

The customer identified in this document ("Customer") agrees to pay IES Communications, LLC ("Contractor") the total purchase price, plus applicable sales tax, listed for the material and labor used as outlined in this Purchase Agreement. Material balance will be due upon the Customer's acceptance. Contractor will provide labor progress invoices for work performed in association with this Purchase Agreement. All invoices are due no later than 30 days from receipt. If the customer elects to finance the services and equipment on this Purchase Agreement through one of the Contractor's third-party authorized leasing sources, an initial deposit of 20% is required at signing this Purchase Agreement. The Contractor's finance department must approve special arrangements or terms other than stated herein.

Taxes may be included in this proposal's pricing, and customer is responsible for such taxes unless and until customer provides a valid, unexpired tax exemption certificate for the state where the work is being performed. Any tax-free proposal pricing that IES may provide for customer's convenience is non-binding, provided for informational purposes only, and is strictly contingent upon customer timely providing a valid, unexpired tax exemption certificate.

### Late Charges on Past Due Accounts

Customer agrees to pay Contractor the lesser of (a) the highest interest rate allowed by law or (b) 1.5% interest per month (an annual rate of 18%) on any unpaid balance after the due date.

### Expedite Charge

To avoid an expedited shipping charge, Contractor must receive a signed Purchase Agreement and purchase order (if Customer's purchasing policy requires that a purchase order be issued) five (5) business days prior to commencing the work. Customer is responsible for Contractor's additional expediting costs incurred due to Customer's failure to timely return a signed Purchase Agreement (and PO, if applicable). The additional costs of any special rush requests, if not included in this Purchase Agreement's pricing, will be invoiced separately and subject to a ten percent (10%) markup.

### Timeline

Customer acknowledges that if the project is delayed or accelerated due to reasons beyond the reasonable control of Contractor, that Contractor may incur additional expenses. Such expenses may include but are not limited to employee wages, materials, mileage, travel/lodging, design, and re-engineering fees. Upon Contractor's providing a written change order for any such additional costs, Customer will timely reimburse Contractor at Contractor's standard rate or rates.

### Change in Scope

Any change to the scope of work, as specified in this Purchase Agreement, which is requested by the customer or its duly authorized representative, may only be effected through a written, mutually executed change order. The change order must be signed by an authorized representative of the Customer, and an additional purchase order, or an amendment to the original purchase order, issued. All change orders to the original scope of work shall be governed by these General Terms and Conditions. Any preprinted terms or conditions on the Customer's purchase order form are expressly null and void, and the services and/or materials stated in any such purchase order shall be subject to these General Terms and Conditions.

### Cancellation

Customer acknowledges that this is a non-cancelable Purchase Agreement. If Customer elects to return any material or equipment delivered as part of this Purchase Agreement, it must be unused and in its original packaging. Customer will be liable for any restocking or similar return fees incurred by Contractor, at a rate equal to the amount charged to Contractor, on all returned material and equipment. Customer will also be liable for any and all labor hours performed at the Contractor's standard hourly rate. Contractor shall have the right to suspend work and/or terminate this Purchase Agreement upon notice

and without further liability, if the Customer defaults on its payment obligations hereunder and such default remains uncured after seven (7) days written notice.

## Customer Responsibilities

Unless stated otherwise in the General Notes, Exclusions, and Clarifications section of this contract, it is the responsibility of the customer to provide the following:

- A safe and secure location for storing all materials and equipment related to this project.
- Copies of floor plans (electronic CAD files preferred in the DWG or DXF format), including the furniture layout and outlet locations (outlet locations may be hand-drawn).
- Adequate environment at the worksite (appropriate ventilation, lighting, access, etc.).
- A single point of contact for the duration of the project.

## Hazardous Materials

Customer acknowledges that the scope of work performed by IES shall not include the identification, detection, abatement, encapsulation, or removal of hazardous materials or products containing hazardous materials, including but not limited to, asbestos and lead. The Customer shall be solely responsible for identifying and notifying IES of any potential presence of hazardous materials on the project site before commencing any work. The Customer also agrees to promptly disclose any relevant information regarding hazardous materials that may impact the safety or feasibility of the project. If the presence of hazardous materials is discovered during the project, IES may, at its sole discretion, suspend the project until the Customer addresses the hazardous materials in accordance with all applicable regulations and provides abatement plans to IES prior to commencing any work. Any additional costs incurred due to the project suspension or modifications shall be the responsibility of the Customer.

## Limitation

All prices remain in effect for fifteen (15) days from the date of this Purchase Agreement.

## Insurance

Contractor will maintain the following types of insurance coverage and liability limits:

- Commercial automobile insurance for all non-owned vehicles, covering bodily injury and property damage, with a limit of \$1,000,000 for each occurrence.
- Commercial general liability insurance covering bodily injury, property damage, and contractual liability, with a limit of \$3,000,000 for each occurrence and \$6,000,000 general aggregate.
- Workers' compensation, with the statutory requirement for coverage.

## Additional Insured

IES will name Customer as an additional insured on IES Communications, LLC's general liability policy.

## Waiver of Subrogation

Rights of subrogation under the policies listed above will be waived in favor of the Customer.

## Certification

IES will provide the Customer with a certificate of insurance confirming all insurance.

## Pricing & Authorization

DESCRIPTION	TOTAL
Labor	\$24,561.48
Material	\$1,628.72
Other (May include shipping, permits, parking, travel, lift rentals, etc.)	\$2,961.89
Services	\$161,552.02
<b>Total:</b>	<b>\$190,704.11</b>
<b>Tax:</b>	<b>\$0.00</b>
<b>Total with Tax:</b>	<b>\$190,704.11</b>

The total sum for this proposal is **\$190,704.11**, which includes all applicable tax, material, labor, equipment, supplies, travel expenses, and misc. expenses.

For tax exempt customers, taxes may be included in this proposal's pricing. The customer is responsible for such taxes unless and until IES receives a valid, unexpired tax exemption certificate for the state where the work is being performed.

Excluded from this proposal, are any adds, moves, or changes during the project, which will be billed separately from the original proposal.

### City of Oceanside-324389-001

By signing below, I am accepting this proposal and the attached terms and conditions.

\_\_\_\_\_  
Customer Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Print Name

\_\_\_\_\_  
Customer Title

### IES Communications, LLC

\_\_\_\_\_  
IES Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
IES Print Name

\_\_\_\_\_  
IES Title

**IES State Contractor's License #1030350**

**IES DIR # 1000053380**

DATE	JOB NAME	JOB ID	LOCATION
5/1/2025	RFP for Council Chambers Lighting Project (324389) - Audio Visual	324389-001	Oceanside, CA
MANUFACTURER	PART DESCRIPTION	PART #	QTY
ETC Connect Lighting	7470A1000fos/4 Fresnel, 5", Lustr X8, 2-tone, ETL	fos4FL5	16
ETC Connect Lighting	2500B7029-A ; NEMA 5-15P (Edison) plug to TRUE1 receptacle, UL 1573, 6 ft/2 m, black	T1PA-A	16
ETC Connect Lighting	7060A1022 ; Safety Cable (30 in / 762 mm), black	400SC	16
ETC Connect Lighting	7060A2009 ; C-Clamp, black	400CC	16
ETC Connect Lighting	PSF1101 ; Studio barn door, 4-leaf, 7.5 in / 190 mm, black	BDS	16
ETC Connect Lighting	ZDP45NS10 ; Dataplex WDP224T DMX cable Neutrik silver 5 pin XLR - 10ft	TMBDP10	16
Acclaim Lighting	Adapt Linear DMX Core Kit 1 White	APXA2	15
Acclaim Lighting	Adapt Linear DMX Color Kit QS	AXCQ	15
Acclaim Lighting	Adapt Linear DMX Optic Kit 10x35	AXOP	15
Acclaim Lighting	Adapt Linear DMX SO 10W PF Setting	AXWA	1
Acclaim Lighting	Adapt Linear DMX Feed Cable 1	APXFC10-W	1
Acclaim Lighting	Adapt Linear DMX Term End Cap	APXTEC-W	1
Acclaim Lighting	Adapt Linear Half Louver 1 ft	ADLHLV1W	15
Crestron	Interface DMX-512, Bi-directional	CGDMX-512BI	1

**Bill of Materials for**  
**Oceanside City Hall**  
**Oceanside, CA**  
**April 16, 2025**  
**Quotation # CR1016793**  
**Page 2 of 3**

## **II. Equipment Racks to consist of:**

### **A. Network Control Equipment to consist of:**

- |   |           |   |
|---|-----------|---|
| 1 | 4265A1008 | <b>SNB8FP</b> - 8-port Simple Network Box with fiber input option includes:<br>8-port Power over Ethernet switch<br>Patch Panel<br>8 punchdown Cat5e terminations<br>8 patch cables Power<br>Supply |
|---|-----------|---|

## **III. Architectural Control Devices to consist of:**

### **A. Unison Paradigm External Processing Rack to contain:**

- |   |           |  |
|---|-----------|--|
| 1 | 7180A1010 | <b>ERN2-W-120</b> - ERn2 Enclosure Wall-mount 100-120V   |
| 1 | 7180A1029 | <b>P-ACP3</b> - Paradigm Architectural Control Processor for use in DRd Racks and ERn Units. Includes front network connector, front USB, and front SD card reader, backlit number keypad, selector wheel, and backlit display.<br>Supports 1,024 channels of DMX and a max of 128 stations. |
| 1 | 7182A1701 | <b>P-SPM-E</b> - Paradigm Station Power Module - supports 63 stations and (1) 500m wire segment  |

**B. Unison Paradigm Control Station to consist of:**

- |   |           |   |
|---|-----------|---|
| 1 | 7184A1562 | <b>P-TS7-PE</b> - Paradigm 7" Ethernet Portable Touchscreen Station to include:<br>- 7" Black Portable Touchscreen<br>- 10' Ethercon to RJ-45 cable |
|---|-----------|---|

**C. Control Plug-in Stations to consist of:**

- |   |             |   |
|---|-------------|---|
| 2 | Custom Item | <b>UH-NET-Z/NET-Z</b> - Standard Color (Color TBD) 2-gang faceplate assembly to include the following:<br>2 - Ethercon Connectors<br>Custom nomenclature to be determined |
| 2 | 7081A2004-2 | <b>SBB2</b> - Unison 2-gang surface-mounted back-box  |
| 3 | 1094A1129   | <b>ECPB DMX OUT</b> - DMX Output Control Plug-in Station with:<br>1 - XLR-5FDM3 DMX Out Connector (labeled ""DMX OUTPUT"")  |
| 3 | 1064A1023   | <b>ECPB PB1</b> - ETC 1-gang Surface Mount Back Box (2.5" deep)   |
| 3 | 2100A1302   | <b>ECPB PB-U</b> - U-Bolt Kit for 1 and 2 gang ECPB Plug-in Station (includes hanger bracket and 2 U-bolts, back box not included but required)                           |

**IV. Control Devices to consist of:**

**A. Gateways to consist of:**

- |   |           |  |
|---|-----------|--|
| 1 | 4268A1244 | <b>RSN-DMX4-DIN</b> - Response Mk2 Four-port DMX/RDM Gateway to include:<br>- Four 3-pin terminal DMX connectors<br>- Din-rail mounted chassis<br>- Display and 4-button user interface<br>- RJ45 Ethernet input |
|---|-----------|--|



**Bill of Materials**  
**for**  
**Oceanside City Hall**  
**Oceanside, CA**

**April 16, 2025**

**Quotation # CR1016793**

All equipment, where applicable standards have been established, shall be built to the standards of Underwriters Laboratories Inc., the National Electrical Code, the United States Institute for Theatre Technology, and the American National Standards Institute. Equipment shall be so labeled on delivery to the job site.

This quotation is based on a bill of materials provided by OCS. These documents have been provided to ETC and acknowledged by ETC as of the date listed above. ETC shall not be bound by any plans and specs and bills of material which are not listed above.

**I. Power Control Devices to consist of:**

**A. Sensor Dimming Rack to consist of:**

- |    |             |  |
|----|-------------|--|
| 1  | 7141A1003-4 | <b>SR3-24</b> - Black Sensor3 24-Module Dimmer Rack - Designed for 3 phase 4 wire and ground operation at a maximum of 400A, 120/208V, 60Hz AC   |
| 1  | 7141A2005-4 | <b>SR3-24 DOOR</b> - Black SR3-24 Locking Door with Filter   |
| 1  | 7140A1003   | <b>CEM3</b> - CEM3 Control Module for use in Sensor3 Dimmer Racks. Includes front network connector, front USB reader, backlit number keypad, selector wheel, and backlit display. Supports 2- DMX IN, 1 additional Network, Panic Input, and RTO or BP connection |
| 1  | 7140K1001   | <b>SR3-RTO</b> - Sensor3 Ride Thru Kit - supplies power to CEM3 Control Module for a minimum of 6 seconds during brief power outages   |
| 18 | 7050A1296   | <b>LED10</b> - Dual 120V 10A PhaseAdept Module (36 circuits)   |
| 6  | 7083A1185   | <b>R20</b> - Dual 20A Relay module (12 Relays)   |
| 1  | 7051A1024-4 | <b>SR3 PEDESTAL</b> - Black SR24 Floor Pedestal with Access Door   |

***Note: This power system is designed for 1 feed at a maximum of 400A.***

**Bill of Materials for**

- 1 7180K1019-H **DIN14-H** - Small enclosure with (2) 13" pieces of horizontal DIN rail space and a repositionable voltage barrier. Box exterior size is 14"x14"x5"

## V. Alternate #1 – Add Unison Stations to consist of:

### A. Unison Heritage Control Station to consist of:

- 1 QUOTE-20007 **UH10005-\_Z** - Standard Color (Color TBD) 1-gang faceplate assembly to include the following:  
5 - Select Switches  
Custom nomenclature to be determined
- 1 7181B2006 **UH10005** - 1-gang, 5-button electronics assembly
- 1 7081A2004-1 **SBB1** - Unison 1-gang surface-mounted back box

## VI. Manufacturer's Services:

- A. Drawings for approval submitted within 6-8 weeks of receipt of order are included.
- B. Two (2) year limited warranty as detailed in ETC's Terms and Conditions <http://www.etconnect.com/support/warranty.aspx> is included.
- C. If Flat Rate Service is taken; onsite service time as needed is provided by the dealer.
- D. The services of an ETC Technician to startup system and instruct user personnel are included. Such services to be supplied on 21-day advance notice. Standard system startup services shall include up to:  
1. 3 days of labor onsite in not more than 1 visits of sequential days.
- E. ETC Services do not include participation in any Owner Controlled Insurance Programs (OCIP) or Contractor Controlled Insurance Programs (CCIP). Please immediately contact ETC for a revised quote if these or any other certifications are required for participation in the project.
- F. Production typically requires 1-6 weeks for delivery of equipment after receipt of written approval and release.
- G. Operation Manuals as required are included.

## VII. Notes and Clarifications

- A. Any changes to the Specifications or Drawings may impact the pricing, availability, and estimated ship dates.
- B. Estimated Delivery lead times will be advised at date of order.
- C. Please check with the factory at time of order for product availability.
- D. Unison wall stations are quoted with standard legends. Custom legends can be quoted upon request.
- E. Unison LightDesigner software and training are not included as part of this quotation.
- F. User modifications to the Unison Paradigm configuration are available from the LocalAccess web interface.
- G. Offline software shall be available via [www.etconnect.com](http://www.etconnect.com).
- H. ETC Exceptions and Notes apply to all quotations. Documentation can be found here: <https://etclink.it/cmOPhMc4>
- I. Professional Services Resources with System Startup Guide <https://www.etconnect.com/Support/Professional-Services-Resources.aspx>



April 1, 2025

Re: IES Communications, LLC – PREQUALIFICATION

To Whom It May Concern:

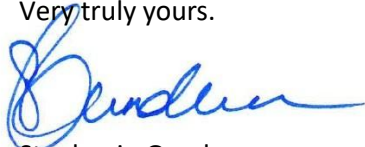
IES Communications, LLC, a subsidiary of IES Holdings, Inc. is a highly regarded and valued client of Alliant Insurance Services, Inc. They are a highly qualified organization, and we are pleased to recommend them for your project. They have demonstrated the ability to perform difficult projects in an admirable manner.

We have in place a surety program with Everest Reinsurance Company, 477 Martinsville Road, Liberty Corner, New Jersey 07938 (Am Best Rating of A+ XV; US Treasury Listing of \$675,859,000) and with United States Fire Insurance Company, 305 Madison Avenue, Morristown, NY 07960 (A.M. Best rated at A; US Treasury Listing of \$211,757,000). IES Communications, LLC has a \$100 million single / \$500 million aggregate work program with approximately \$200 million in available capacity. However, this is not considered their maximum bonding capacity.

Should IES Communications, LLC be considered for a project and the project awarded and accepted IES Communications, LLC we are prepared to consider providing the required bonds on their behalf. Our support is conditioned upon completion of the underwriting process, including satisfactory review of the contract documents, confirmation of financing and our ongoing review of the operational and financial capacity of IES Communications, LLC.

We are pleased to share with you our favorable experience and high regard for IES Communications, LLC. This letter is not an assumption of liability and is issued only as a prequalification reference request from our client. It should be understood that any arrangement for bonds is strictly a matter between IES Communications, LLC, Everest Reinsurance Company and United States Fire Insurance Company.

Very truly yours.



Stephanie Gunderson  
Surety Account Manager





May 2, 2025

City of Oceanside  
300 North Coast Hwy  
Oceanside, CA 92054

Re: IES Communications, LLC - Prequalification  
Project: Council Chambers Lighting Project  
Estimated Contract Amount: \$191,954.94

To Whom It May Concern:

IES Communications, LLC, a subsidiary of IES Holdings, Inc. is a highly regarded and valued client of Everest Reinsurance Company. They are a highly qualified organization, and we are pleased to recommend them for your project. They have demonstrated the ability to perform difficult projects in an admirable manner.

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Should IES Communications, LLC be considered for a project and the project awarded and accepted by IES Communications, LLC we are prepared to consider providing the required bonds on their behalf. Our support is conditioned upon completion of the underwriting process, including satisfactory review of the contract documents, confirmation of financing and our ongoing review of the operational and financial capacity of IES Communications, LLC.

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Very truly yours.

Stephanie Gunderson  
Attorney-in-Fact for Everest Reinsurance Company  
And United States Fire Insurance Company



16000 North Dallas Parkway, Suite 850  
Dallas, TX 75248





**POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

**S. Nicole Evans, Stephanie Gunderson, Diana Cervantes, Carlos A. Albelo**

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

**RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

**IN WITNESS WHEREOF**, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15<sup>th</sup> day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15<sup>th</sup> day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS  
Notary Public, State of New York  
No 01R06239736  
Qualified in Queens County  
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Nicole Chase, Assistant Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said Company, this 2<sup>nd</sup> day of May 2023



By: Nicole Chase, Assistant Secretary

**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

83701

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

S. Nicole Evans, Diana Cervantes, Stephanie Gunderson

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

**UNITED STATES FIRE INSURANCE COMPANY**



Matthew E. Lubin, President

State of New Jersey }  
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 2nd day of May 2023

**UNITED STATES FIRE INSURANCE COMPANY**

Michael C. Fay, Senior Vice President

