



County Executive Office
Memorandum

June 21, 2006

To: Bill Campbell, Chairman
From: Thomas G. Mauk, County Executive Officer
Subject: Exception to the Rule 21

A handwritten signature in black ink, appearing to read "TGM", written over the "From:" line.

06 JUN 21 PM 3:45
CLERK OF THE BOARD
SHERIFF PAULLEY
BOARD OF SUPERVISORS

RECEIVED

5106D

The County Executive Office is requesting a supplemental for the June 27, 2006 Board Hearing Meeting

Agency: Registrar of Voters
Subject: PA N1000007995 Artistic Entertainment Services LLC.
District: All

Reason for supplemental: Assure delivery prior to Fall 2006 Election.

Concur:

A handwritten signature in black ink, appearing to read "Bill Campbell", written over a horizontal line.
Bill Campbell, Chairman
Orange County Board of Supervisors

cc: Rob Richardson
Assistant to the County Executive Officer

Agenda Item

(Clerk's Use Only)

SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

S106D



ASR Control

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

06 JUN 21 PM 3:45

RECEIVED

MEETING DATE: 06/27/06
 LEGAL ENTITY TAKING ACTION: Board of Supervisors
 BOARD OF SUPERVISORS DISTRICT(S): All Districts
 SUBMITTING AGENCY/DEPARTMENT: Registrar of Voters
 DEPARTMENT CONTACT PERSON(S): Neal Kelley, 714-567-5139
 Kate Gold, 714-567-5109

[Handwritten Signature]

SUBJECT: HISTORY OF VOTING PROJECT AND APPROVAL OF PA N1000007995 WITH ARTISTIC ENTERTAINMENT SERVICES, LLC

CEO CONCUR

[Handwritten Signature]

COUNTY COUNSEL REVIEW

CLERK OF THE BOARD
Discussion

Budgeted: Yes Current Year Cost: Annual Cost: n/a
 Staffing Impact: n/a # of Positions: 0 Sole Source: Yes
 Current Fiscal Year Revenue: n/a
 Funding Source: HAVA Section 301; General Fund

Prior Board Action: n/a

RECOMMENDED ACTION(S)

1. Authorize the Purchasing Agent or his designee to issue Price Agreement N1000007995 with Artistic Entertainment Services, LLC to purchase a trailer and design, fabricate and outfit an historical and educational traveling exhibit to educate the public, to register voters and recruit poll sites and poll workers for a one year term, nonrenewable, in an amount not to exceed \$453,290.
2. Without further Board action, authorize the Purchasing Agent or his designee to exercise a contingency contract cost increase, not to exceed a total of 10 percent of the contract amount for the entire term of the contract which is non-renewable and less than one year, within the scope of work set forth in the contract. The use of this contingency contract cost increase is subject to approval requirements established by the Board of Supervisors pursuant to Minute Order dated August 5, 2003, for Agenda Item 27 and County policies and procedures.
3. Without further Board action, authorize the Purchasing Agent or his designee to make non-monetary changes to the Price Agreement substantially in compliance with the original Agreement.
4. Approve in concept the purchase of a semi-tractor in FY06-07, an unbudgeted fixed asset .

Approved contract as to form.
 County Council
 By: *Ann E. Fletcher*
 6/21/06

SUMMARY:

The Registrar of Voters seeks approval to enter into an agreement with Artistic Entertainment, LLC, an experienced designer of floats and exhibits intended for entertainment and educational purposes. The specific uses of the traveling exhibit include educating the citizens of the County on the voting process, voter registration, poll worker and poll site recruitment.

BACKGROUND INFORMATION:

The Registrar of Voters' goal in designing a traveling exhibition on the history of voting is to provide a powerful visitor experience while educating Orange County's citizens on how and why we vote in a democracy. All visitors who leave the exhibit will do so with the understanding that voting is a privilege and their participation is crucial for the maintenance of a strong democratic system. Results we hope to achieve from this project include increased voter participation, increased election volunteer participation and a heightened awareness of the need to be engaged in the voting process.

This is a groundbreaking concept unlike any election outreach program in use in the country today. As a vehicle to educate the public and create enthusiasm for the democratic process, it has the potential of becoming a template for similar programs throughout the United States.

The exhibit design will target the following groups: Potential poll workers; unregistered voters and the public in general. The primary focus will be on the younger demographic including educational groups of high school age and up.

Another area which will benefit will be the ability to increase our recruitment of poll workers and poll sites. The Registrar of Voters has experienced increasing difficulty in recruiting poll workers and securing poll sites, as elections recur with unprecedented frequency. Other jurisdictions report similar difficulties. Some possible explanations include the reliance on an aging population of seniors to staff poll sites, moves to electronic voting equipment may discourage less technologically proficient potential workers and the movement of the primary election to June, a time that conflicts with planned personal and school vacations. There are fewer younger and middle-aged people at home, further reducing the pool of qualified poll workers. This is a particular problem in the southern part of Orange County. Poll sites have become more difficult to secure due to the need for early delivery of the electronic equipment and storage challenges. The power requirements and accessibility standards of poll sites make some former sites unsuitable.

A proactive program of community outreach throughout the County has also been helpful in recruiting untapped populations of poll workers through media cooperation. In order to provide an interesting and educational community resource that would also enable the Registrar to improve contact with potential poll workers, present and future, and poll site operators, a project has been conceived to provide an interactive exhibit in a traveling format, appropriate for a variety of age groups, focused on the "History of Voting". The

details of the exhibit are outlined in the Agreement, but the displays are designed to provide information and stimulate discussion, providing further opportunities for participation in the democratic process. The mobility of the exhibit allows maximum access and contact throughout the County.

The project consists of several components. The first is the purchase of the trailer itself. The proposed purchase is a used trailer, originally outfitted by Miller Brewing for a traveling exhibit. The similarity of function is helpful in cutting the costs of interior modifications. The existing trailer contains the generator, a/c unit and a wheelchair lift for accessibility requirements. The floor has a modified stage and associated lighting that would have been necessary retrofits to meet the County's purposes. It already has a side "push out" room, which also meets the County's specifications. Pictures of the existing trailer are attached as Exhibit One.

The second project component is the fabrication of the interior and exterior design elements and procurement of the equipment necessary to complete the exhibits. Content will be furnished by the County of Orange. Preliminary designs are attached as Exhibit Two. The first two components of the project are covered by Price Agreement N1000007995, a sole source contract. The justification for the use of a sole source in this instance is twofold. First, the field of educational/entertainment interactive exhibit design is very small. The limited number of potential bidders is further complicated by the fact that this company provides fabrication integrated with design. This arrangement reduces cost and compresses time frames involved. This leads to the second justification for use of a sole source contract: time. In order to design, acquire, fabricate, and install all components in time for the project to be of use in the upcoming November General Election. Therefore, time is of the essence. The scope and complexity of the project are such that work must begin immediately to meet that deadline. Hence, the urgency of the sole source methodology.

The attachment is Price Agreement N1000007995 that covers all commodities and services described above.

The third component needed will be the acquisition of a semi-tractor to haul the exhibit. The Registrar seeks approval in concept to acquire the tractor, an unbudgeted fixed asset. The purchase of this vehicle will go out for competitive bid, however the cost is expected to be approximately \$90,000.00. This cost will be absorbed in the already allocated FY06-07 budget. We will return to the Board for approval of the resulting contract.

Funding for a portion of the project will be reimbursed through Section 301 of the Help America Vote Act. Since the Help America Vote Act funding may not be used for purchase of the vehicles themselves, we are actively seeking additional funding to offset the General Fund cost for purchase of the tractor/trailer. There are promising opportunities and we will return to the Board at a later date to request authorization to utilize additional funding sources. The urgency of the project so that the exhibit may be used to support recruiting efforts for the November General election make this request necessary in fiscal year 06-07. Other, less urgent expenses will be deferred or alternative

funding will be found. A summary of expenses under Price Agreement N1000007995 is depicted in the table below:

Item	Cost	
Trailer as specified	\$152,000.00	
Sales Tax @ 5%	\$ 7,600.00	
		\$159,600.00*
Remove existing exhibit	\$ 10,000.00	
Transport Trailer to Orange County	\$ 3,800.00	
Subtotal		\$ 13,800.00
Trailer Modifications	\$ 22,610.50	
Sales Tax @ 7.75%	\$ 1,752.32	
		\$ 24,362.82
Interior & Exhibits	\$237,148.00	
Sales Tax @ 7.75%	\$ 18,378.97	
		\$255,526.97
GRAND TOTAL		\$453,289.79

*Expected temporary impact on General Funding sources.

The Registrar has had an indication of the outreach potential of the project. The Secretary of State for California has contacted the County to visit the exhibit and use it as an example of outreach innovation facilitated by the Help America Vote Act. The impact is expected to increase voter registration throughout the County, increase voter participation and result in a reduction in the cost of poll worker and poll site recruitment. Its effect should be felt for years to come as the impact of improved education provided to younger citizens motivates younger voters to become involved in the process.

A copy of the Agreement is on file with the Clerk of the Board.

FINANCIAL IMPACT:

No change in NCC.

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

County Counsel

ATTACHMENT(S):

- 1) Price Agreement N1000007995

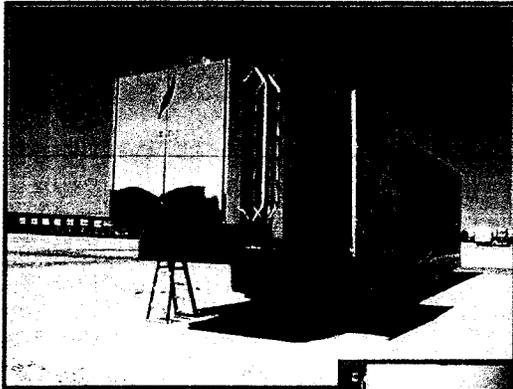
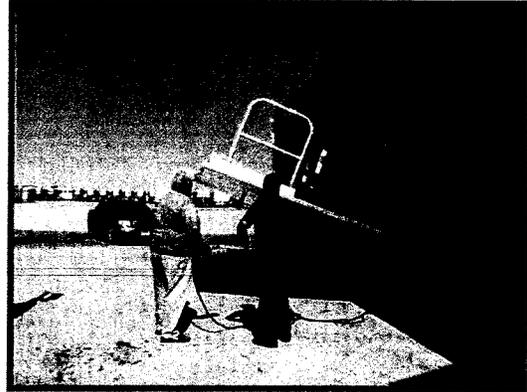
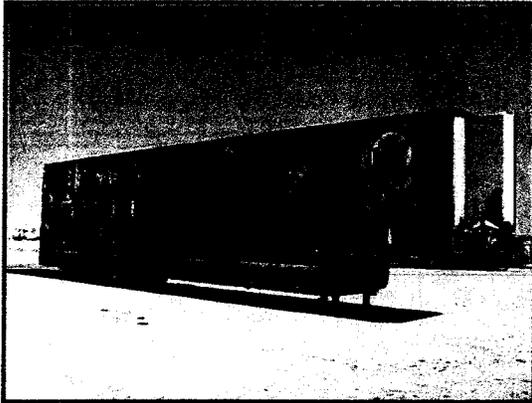
EXHIBIT(S):

- 1) Photos of existing trailer exterior and interior

2) Conceptual design drawing for interior exhibits and exterior modifications

EXHIBIT ONE

Photos of Existing Trailer



PRICE AGREEMENT N100007995 FOR PURCHASE OF A TRAILER AND FOR SERVICES FOR DESIGN, FABRICATION AND OUTFITTING AN HISTORICAL AND EDUCATIONAL TRAVELING EXHIBIT ON THE HISTORY OF VOTING

This Agreement to provide a trailer and services for design, fabrication and outfitting an historical and educational traveling exhibit to educate the public on the history of voting for the Registrar of Voters, hereinafter referred to as "Agreement" is made and entered into on the date fully executed or when approved by the Board of Supervisors, whichever is later, and is by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and Artistic Entertainment Services, LLC, a California limited liability company, with a place of business at 120 N. Aspan Ave., Azusa, CA 91702, hereinafter referred to as "Contractor."

ATTACHMENTS

This Agreement is comprised of this document and the following attachments, which are incorporated by reference into this Agreement:

Attachment A – Scope of Work
Attachment B – Compensation/Cost for Contractor Services
Attachment C – Child Support Enforcement Certification Requirements

RECITALS

WHEREAS, Contractor responded to a request for quote for the purchase of a trailer and design, fabrication and installation of an historical and educational traveling exhibit on the history of voting; and

WHEREAS, Contractor possesses unique expertise and experience in the development of historical exhibits for educational and entertainment purposes.

NOW, THEREFORE, the parties mutually agree as follows:

AGREEMENT

1. **Scope of the Agreement:** Contractor shall provide the County with a trailer and services to design, fabricate and outfit an historical and educational traveling exhibit on the history of voting to educate the public, register voters and recruit poll sites and poll workers as specified in the Scope of Work, Attachment A and a temporary registration for the trailer.
2. **Agreement Term:** The term of this Agreement shall be one year, non-renewable, commencing on the date approved by the Board of Supervisors or the date fully executed, whichever is later. The completed trailer shall be delivered to the County on or before October 16, 2006.
3. **Compensation:** Compensation shall be paid to Contractor for the satisfactory performance of the services under this Agreement following receipt of an acceptable invoice as described in Attachment B, not to exceed \$453,289.78.

The Contractor agrees to accept the specified compensation as set forth in this Agreement as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution

of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

4. **Availability of Funds:** Notwithstanding any provision to the contrary herein, all payment obligations of the County are contingent upon the availability of funds, which are appropriated or otherwise legally available for the payment of County obligations under this Agreement. If funds are not appropriated or otherwise legally available for the payment of compensation hereunder, this Agreement shall terminate at the end of the period for which funds are available. In the event this Agreement terminates due to the insufficient appropriated or legally available funds to pay compensation in accordance with this Agreement, there shall be no liability to the County, nor shall the County be liable for any future payments or damages of any kind resulting from such termination.

Contractor acknowledges that funding or portions of funding for this Agreement may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the State of California and the federal government to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Agreement without penalty.

5. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears following completion of each project milestone as specified in Attachment B . Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Agreement requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Agreement and shall not be construed as acceptance of any part of the goods or services.

6. **Assigned Contractor Staff:** County agrees to accept, and Contractor agrees to provide the aforementioned services primarily through Barbara Grill and such other officers and employees of Contractor as are necessary for the satisfactory completion of the services to be provided under this Agreement.

County reserves the right to review and approve all staff changes proposed by Contractor which will affect key personnel and positions assigned to provide services to County under this Agreement. County's approval of such staff changes shall not be unreasonably withheld.

7. **Governing Law and Venue:** This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

8. **Entire Agreement:** This Agreement, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Agreement between the parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein.
9. **Amendments:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
10. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax.
11. **Delivery:** Time of delivery of goods or services is of the essence in this Agreement. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Overshipments and undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
12. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment as set forth in Attachment B shall be made in arrears after satisfactory acceptance of each milestone.
13. **Warranty:** Contractor expressly warrants that the goods/services covered by this Agreement are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended, 4) ADA compliant, and 5) meet California motor vehicle requirements and all other applicable laws and regulations pertaining to vehicle use in the State of California. Contractor agrees to indemnify, defend and hold County and its therefore is as identified in section 22 below, and as more fully described in section 22, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
14. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Agreement, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Agreement. Contractor warrants that any software purchased, and as modified through services provided hereunder, will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in section 21 below, it shall indemnify, defend and hold County and COUNTY INDEMNITEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties

and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

15. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Agreement nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Agreement without the express written consent of County shall be invalid and shall constitute a breach of this Agreement.
16. **Non-Discrimination:** In the performance of this Agreement, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination law or regulation including, but not limited to, Section 1720 et. seq. of the California Labor Code.
17. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Agreement without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Agreement shall relieve County of all further obligation.
18. **Consent to Breach Not Waiver:** No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
19. **Remedies Not Exclusive:** The remedies for breach set forth in this Agreement are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Agreement does not preclude resort by either party to any other remedies provided by law.
20. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
21. **Performance:** Contractor shall perform all work under this Agreement, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Agreement. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental

capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

22. Indemnification and Insurance

Indemnification Provisions: CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Insurance Provisions: Prior to the provisions of services under this contract, the contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.

All insurance policies required by this contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer: The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A-(Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

This policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with broad form property damage and contractual	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate

liability	
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Employers' Liability Insurance	\$1,000,000 per occurrence
Worker's Compensation	Statutory

All liability insurance, except Professional Liability, required by this contract shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this contract with respect to work done by the contractor under the terms of this contract (except Worker's Compensation/Employers' Liability and Professional Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Liability.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate.

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

All insurance policies required by this contract shall waive all rights to subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting in the scope of their appointment or employment.

If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with the provisions of that code. The contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

- 23. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Section 22 above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- 24. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- 25. Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Agreement, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Agreement and complete them to the satisfaction of County.
- 26. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Agreement caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails itself of any available remedies.
- 27. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Agreement. All

such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

28. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Agreement shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Section 22 above, Contractor agrees that it shall defend, indemnify and hold County and COUNTY INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
29. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Agreement. Contractor shall be fully responsible for all damage and loss of the equipment transported pursuant to this Agreement when the equipment is in Contractor's possession or under Contractor's direction and control.
30. **Pricing:** The Agreement price shall include full compensation for providing all services as specified herein or when applicable, in the Scope of Work attached to this Agreement, and no additional compensation will be allowed therefor, unless otherwise provided for in this Agreement.
31. **Waiver of Jury Trial:** Each party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Agreement and /or any other claim of injury or damage.
32. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Agreement.
33. **Headings:** The various headings and numbers herein, the grouping of provisions of this Agreement into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
34. **Severability:** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
35. **Calendar Days:** Any reference to the words "day" or "days" herein shall mean calendar day or calendar days respectively; unless otherwise expressly provided.
36. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provisions of this Agreement, or where any provisions hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

37. Interpretation: This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Agreement by any other party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

38. Project Manager: The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Agreement. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. County is not required to provide any reason for requesting such removal. The Contractor shall accomplish the removal within fourteen (14) calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.

39. Artwork: All work provided by County and all work created under this Agreement, including but not limited to renderings, workups, sketches, models, technical drawings, exhibits, graphics and interactive and media designs, and all other design material shall be deemed "Artwork." The Artwork produced by Contractor is work made for hire. The County is the exclusive owner of the Artwork, owning all intellectual property rights in the Artwork, including but not limited to copyright, patent, licensing, and trademark rights. Contractor acknowledges that it will not use any Artwork without County's express written permission.

40. Electrical Wire Requirements: All electrical appliances, equipment or machines requiring 110-120 volt service must be equipped with three-wire electrical cord and caps 5-15 P plug (double insulated wiring or equivalent). The wire must be of an amperage rating so as not to be overloaded by requirements of the appliances, equipment or machines. Appliances, equipment and machines must have UL approval and meet all OSHA and other laws and regulations pertaining to the type of appliance, equipment or machine.

41. Cal-OSHA Vehicle Regulation: All vehicles must meet California motor vehicle and Cal-OSHA requirements and all other applicable codes required for vehicle use on the roads or highways in the State of California.

42. Delivery Vehicles: The County will inspect the trailer upon receipt, if possible, or within a short time after receipt. The Contractor will be notified of any discrepancies or of any unsatisfactory conditions upon completion of the inspection. Specific remedial action will be discussed and agreed upon between the County and the Contractor.

43. **Authority:** The parties to this Agreement represent and warrant that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
44. **Child Support Enforcement Certification Requirements:** In order to comply with child support enforcement certification requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract, but prior to official award of Contract, the selected Contractor hereby agrees to furnish CEO/Purchasing with the required Contractor data and certifications, Attachment C – Child Support Enforcement Certification Requirements.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purpose. Failure of Contractor to timely submit the data and/or certifications required above or to comply with all federal and state employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of this Agreement.

45. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

LLC

TO: COUNTY
Registrar of Voters Office

1300 S. Grand Ave. Building C
Santa Ana, CA 92705
ATTN: Kate Gold
Contract No. N1000007995

TO: Contractor
Artistic Entertainment Services,

120 N. Aspan Ave.
Azusa, CA 91702
ATTN: Barbara Grill

Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year shown opposite their respective signatures below:

Date:

By: 
Artistic Entertainment Services, LLC, a California Limited Liability Company)
Craig Bugajski, President

Date:

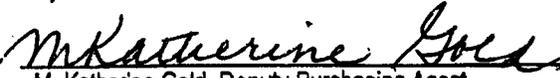
By: 
Artistic Entertainment Services, LLC

County of Orange, a political subdivision of the

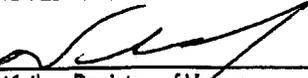
State of California

Ronald Vienna, Purchasing Agent

Date:

By: 
M. Katherine Gold, Deputy Purchasing Agent

APPROVED AS TO CONTENT:

By: 
Neal Kelley, Registrar of Voters

Date: 6/19/06

APPROVED AS TO FORM:

COUNTY COUNSEL

By: 
Ann E. Fletcher, Deputy

Date: 6/22/06

ATTACHMENT A

SCOPE OF WORK

Purpose:

Contractor will provide a trailer and services to design, fabricate and outfit an historical and educational traveling exhibit as a medium to educate the public about the history of voting as more specifically described below. The exhibit will also serve to register voters and as a poll worker and poll site recruitment tool

A. Exhibition – see Concept Sketches below

- Outline of exhibitions (content)

Panel 1 – Early Voting History

Vote Project logo (with copy “Exploring How and Why We Vote”)

Evolution of voting in the 18th. century – panel to include drawings and depictions leading up to and surrounding the ratification of the Constitution

Elections were held in the colonies for 140 years prior to the signing of the Declaration of Independence in 1776 – elections grew out of economic necessity as most colonies were originally set up as business concerns (Massachusetts Bay Colony as an example)

Language of the revolution places emphasis on freedom and equality laying the groundwork for consent of the governed (or elections)

Major election issues in the Constitution – Election of President and Vice President by the Electoral College – selection of electors are set forth according to state rules (popular vote never required)

1776 – 1789 – no formal voter registration – 21 generally considered the voting age (with no legislation defining age requirements) – property requirement (to vote) shows stake in the community

Gender restrictions were in wide spread practice but were not codified

Forerunner of early voter registration system – 1742 Massachusetts limited the suffrage in each town to owners of real estate valued at 20 pounds or more – required assessors of each town to provide town clerk with a copy of their land assessments to be used in each election

First voter registration system – 1800 Massachusetts required the assessor of every town or plantation to keep lists of qualified electors

Quotation from the Pennsylvania constitutional convention – “The laboring men were absent from their homes (and were not added to the voting rolls) and when they tried to vote were turned away at the ballot box”. The quotation goes on to note “But how was it

with the rich man? The gold and silver door plate with name was enough, and there was no danger that the assessor would overlook that" – 1837

Voting practices varied

- Corn and bean method (dropped into containers)
- Voice voting (candidates would sit at the front of a hall and electors would approach the table and give their voice vote)
- Show of hands
- By ballot (not secret) in some jurisdictions – voters would sign a poll under their candidate of choice

Late 1700's states begin to increase the number of polling locations to decrease travel time to vote

Notice in a Charleston, South Carolina newspaper – "Notice is hereby given, to such persons who are qualified to vote for Representatives of the General Assembly, that an election for the purpose of choosing one suitable person to serve in congress, and two Senators for this state, will be held at the parish church of St. Michael, Charleston, on Monday and Tuesday, the 24.th and 25.th days of November, from the hours of 9 to 12 in the morning, and from 2 to 4 in the afternoon on each respective day" – 1788

Number of days of voting varies from state to state – 1 day in New England townships – 4 days for Maryland and Virginia – 5 days in New York

Outline of exhibition images

- Panel 1 -
- Andrew Jackson delegate ticket
 - Constitutional convention
 - Early editorial cartoons
 - Poll book from 1764 election featuring "Col. George Washington"
 - The age of Jackson
 - Lincoln – Douglas debate

Outline of exhibition hands on materials (or displays)

- Panel 1 -
- Corn and bean (ballot box) – *see through* ballot box with divider showing corn on the left and beans on the right
 - Some type of ballot box or device from early 1800's

Outline of exhibitions (content)

- Panel 2 -
- Voting Discrimination**
 - Major focus on reconstruction – Whites who had participated in the rebellion leading up to the Civil War were disenfranchised
 - During this time period blacks were enfranchised

According to the federal government new state constitutions must be rewritten to allow black suffrage

States must ratify the 14th. Amendment (Citizenship, due process, equal protection, representation, disqualification of former officials who supported the Confederacy)

1820 – 1840 – electorate expands as most states abandon the property requirement rights for voting

1828 – political parties printed ballots in different colors and distributed them to the electorate – people would then bring their voted ballot to the polls

1855 – Connecticut adopts first literacy test, which was required before individuals were allowed to vote (designed to discriminate)

Many new state constitutions required a literacy test and also required that voters be “of good moral character” – almost all states began to require the payment of a poll tax

States used this tactic to get around the 15th. Amendment to the Constitution, which prohibited state restrictions on voting because of “race, color or previous conditions of servitude”

Grandfather clause protected white voters who could not pass the literacy test – for example the Oklahoma Grandfather clause stated:

“No person shall be registered as an elector of this State or be allowed to vote in any elections herein, unless he be able to read and write any section of the constitution of the State of Oklahoma; but no person who was, on January 1, 1866, or at anytime prior thereto, entitled to vote...and no lineal descendant of such person, shall be denied the right to register and vote because of his inability to read and write sections of such constitution”.

Poll taxes were also used as a form of discrimination – In Louisiana for example there were 127,923 black registrants and 126,884 registrants in 1888 (black majority) – By 1910 only 730 blacks were still registered

Important to point out remedies to these discriminatory acts –

- Grandfather clause was struck down in *Guin vs. United States* (1915) as violating the 15th. Amendment
- In 1964 the 24th. Amendment outlawed the poll tax
- The Civil Rights Act of 1964 banned the interpretation requirement with literacy tests
- The Voting Rights Act of 1965 banned literacy, understanding, and good character tests and authorized federal registrars (taking voting registration duties away from local registrars) in subject states
- A ban on restrictive devices extended nationwide in 1970

Women's Suffrage movement – In 1890 Wyoming entered the Union as the first state with women's right to vote

Several states followed Wyoming's lead but mostly in the western states

Alice Paul was a leader in the Women's Suffrage movement and advocated radical protests and demonstrations

In 1917 Paul and many other women were spit upon and had eggs and tomatoes thrown at them in demonstrations in Washington, D.C.

Eventually President Wilson shifted his stance on women's rights and supported the passage of the 19th. Amendment (which gave women the right to vote)

Outline of exhibition images

Panel 2 - "Franchise and not this man" - image of a black Union soldier with leg missing and bandaged from injuries suffered in the civil war

Striking down the grandfather clause

Civil rights marches

Women's suffrage images

Civil war images (soldiers voting)

Outline of exhibition hands on materials (or displays)

Panel 2 - Touch screen monitor (containing literacy tests – images of civil rights movement – ballots from the 1800's – the ability to vote on a ballot containing Abraham Lincoln – video images – etc.)

Voting devices (at least one from the turn of the century and another from the 1950s or 1960s era during the time of the civil rights movement)

Paper ballots showing candidates from these time periods

Poll tax receipts

Outline of exhibitions (content)

Panel 3 -

Voter Registration, Absentee Voting and Use of Voting Machines

Early widespread fraud of voter registration (such as "voting in the graveyard" - writing down the names of individuals from tombstones)

Characteristics of voter registration in 1929 –

- Arkansas, Texas and Indiana did not have voter registration
- Permanent registration statewide was only required in 18 states
- Periodic registration was required statewide in 5 states
- Remaining states had mixed systems – usually permanent for rural areas and periodic for cities

Absentee voting developed during the Civil War (allowing soldiers to vote from the battlefields)

Methods used in early absentee voting (from the Civil War battlefield) included –

- Sending the troops home to vote
- Mail, messenger or even proxy voting was allowed
- Sending election supplies to troops on the battlefields was not uncommon

Many advances took place in the case of voting by ballot-

- Australian ballot was adopted from Australia and became very popular
- The ballot was printed by the government (as opposed to the individual parties as was the practice previously)
- Adopted by most states beginning in 1888
- Provided secrecy at the polls (voter filled out the ballot at the polls)
- Reduced purchase of votes and fraud
- This offered new forms of voting (such as party column or office block)

Advances in machine voting began to take shape in the late 1800's

Quote from a New York newspaper:

"The opinion is virtually unanimous among the advocates of ballot reform who have inspected in operation the working of the Myers ballot machine, that it, or some similar invention, is destined within a few years to come into general use in this country. They recognize in it the next logical step, after the adoption of the Australian blanket-ballot, in the direction of an absolutely secret and honest system of voting" – 1894

National Voter Registration Act – 1993 (requirements on states)

Outline of exhibition images

Panel 3 -

Voting the graveyard (Harpers Magazine)

Registration notices (drives) from late 1800's (1879)

Challenging voters right to vote (lack of registration) 1872

Union soldiers voting during Civil War

Australian ballot

Ward tickets

Images of poll workers (from early registration periods)
Early voting machines

Outline of exhibition hands on materials (or displays)

Panel 3 - Early voting machines (small enough to mount on panel)
Australian ballots
(Old paper ballots)
Registration books from 1920s -
Early absentee ballots (or examples of later versions)

Outline of exhibitions (content)

Panel 4 - HAVA
Florida 2000
Advances in electronic voting

Panel 5 - History of voting in Orange County

B. Trailer Specifications (2C046975)

**SPECIFICATIONS.
2C046975.**

Model:	.1075.
..	..
..	TRAILER STRUCTURAL COMPONENTS.
..	..
Length:	.53'.
..	..
Outside Width:	.102 inches.
..	..
Inside Width:	.98 inches.
..	..
Overall Height:	.13 feet 6 inches.
..	..
Internal Height:	.103 7/8".
..	..
Floor Height:	.44 3/8".
..	..
Internal Drop:	.31".
..	..
Deck Length:	.11 feet
..	..
King pin Setting:	.36".
..	..
Upper Coupler Height:	.48 7/8".
..	..

Side Panels:	.090 smooth side sheets painted one color per customer specifications..
Side Posts:	.11 gauge 2" steel posts.
Top and Bottom Rails:	Extruded aluminum.
Roof:	Aluminum hat roof bows on 12" centers. Mill finish .040" one piece aluminum sheeting and full tread plate sheeting for awning setup..
Main Trailer Floor:	.3/16" 5052-H34 aluminum plate with 4" aluminum I-beams.
Platform Cross Members:	.4" heavy duty extruded aluminum (3" steel tubing located in sub frame area and 4" I-Beams located in king pin area)..
Side Doors:	.One 36" single walk thru door, double seal, located per floor plan on the curbside. One single fold down platform stage, located per floor plan on curbside. The stage door is to fold down with three 2500-pound winches..
Steps and Handrails:	.Platforms, steps and handrails to be provide for the curbside kingpin door. These steps, handrails, and platform are to be left raw aluminum. Fold down stage is to have fold down handrails. These handrails to be powder coated silver. Fold down stage is to have one large platform and handrails, with two sets of steps with handrails. These steps and handrails and platforms are to be left raw aluminum. Handrails in the interior of the trailer that surround the brewery kettles are to be powder-coated silver. The two handrails in the aging tank room are to be powder-coated silver..
Belly Box Door:	.Curbside and streetside of the trailer is to have two flip up, double seal doors with stainless steel holdbacks. The rear of the trailer to have one double seal flip up door with stainless steel holdbacks. All doors are to access the storage compartment under the trailer floor..
NACA Ducts:	.Three located on each side of subframe..
	TRAILER MECHANICAL COMPONENTS.
Axle setting:	.Axle 25K 4'-1" straight axles. Centrifuge hubs, outboard drum, 16 1/2" x 7" ABSbrakes. Axle placement of 39' 11 1/2" from center of kingpin to center of rear axle..
Suspension:	.HT250US.135 air ride suspension. Suspension is to have one electric switch for the override (raise/lower), and one electric switch to dump the air from both axes..
Slack adjuster:	.Rockwell Automatic slack adjuster with 5 1/2" arm.
Emergency spring brake:	.Yes.
Wheels:	(8) Alcoa aluminum 17.5" 10 hole stud piloted inside and outside.
Tires:	.Michelin 245 70R 17.5 16 ply.
Landing gear:	.Dual 2-speed Mark V cushioned foot manual landing gear located in stainless drop enclosure..
Hydraulic Leveling System:	.Four post HWH hydraulic landing gear kit with front landing gear located in stainless drop enclosure with hydraulic pump. Rear landing gear to be located between rear wheels on both sides. Control pendent and pump to be located in the front S-drop compartment..

.Slide out area: .Street side kingpin slide out 89 11/16" long 36" projection with an elevated floor. Slide out is to be powered by an HWH 4" hydraulic drive system. Slide out to have a canopy..

TRAILER ELECTRICAL COMPONENTS

.Marker lights: .Seven located on the top and bottom of the trailer, both sides. L E D.

.Brake/stop lights: .Three located on each side of rear Upper and Lower. L E D.

.Side turn lights: .Centered on bottom rail of trailer both sides..

.Back-up lights: .Back-up lights are to be located ahead and behind axle assembly on both sides of trailer..

.Generator: .40 KW Kohler, diesel, three phase, oil cooled 120/208V, mounted in a steel generator compartment sheeted with stainless steel, mounted on the front of trailer. Transfer switch and 30' shore cord to be supplied and located on the curbside of trailer under the generator box..

.Electrical: .150-amp 42-space service panel..

.Exterior 110 volt outlets: .Exterior 110V GFI outlets. Three located per floor plan under the curbside and streetside bottom rail. Three sets of quad 110v GFI outlets under roof rail on curbside. Front to be as far forward, rear to be as far back as possible, and center to be evenly spaced. Six 110V outlets flush mounted in the fold down platform..

.Belly Box 12V Lights: .One each side for each belly box, with one switch for each storage bay..

.Air Conditioning/Heat: .(2) Bohn 2.9 Hp condensers units (120/208 Vac 3 phase) with (4) each Bohn model WKE evaporator units with line voltage digital thermostats. Total sensible cooling of 60,000 BTUH (5 ton). Condensing units in basement, Evaporators spaced in ceiling. Replace fan motors for reduced noise performance..

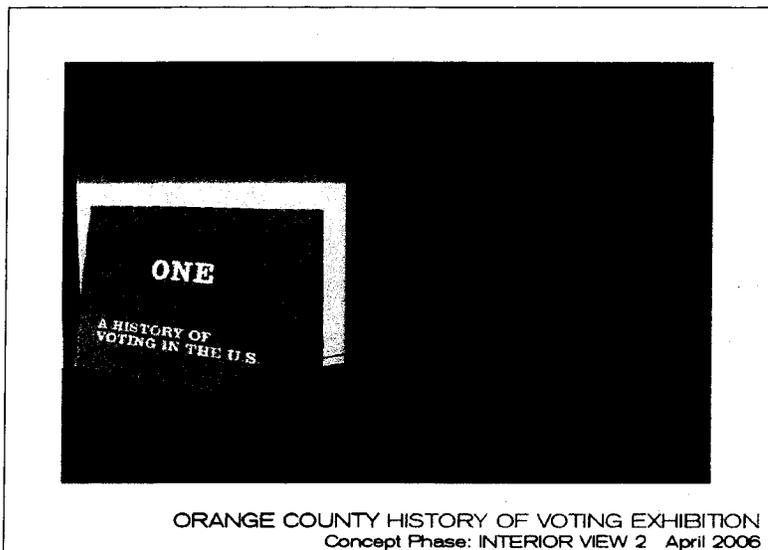
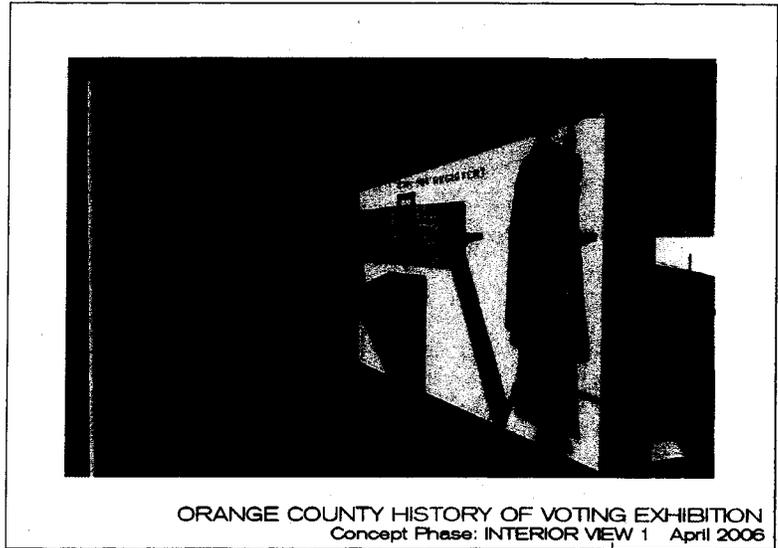
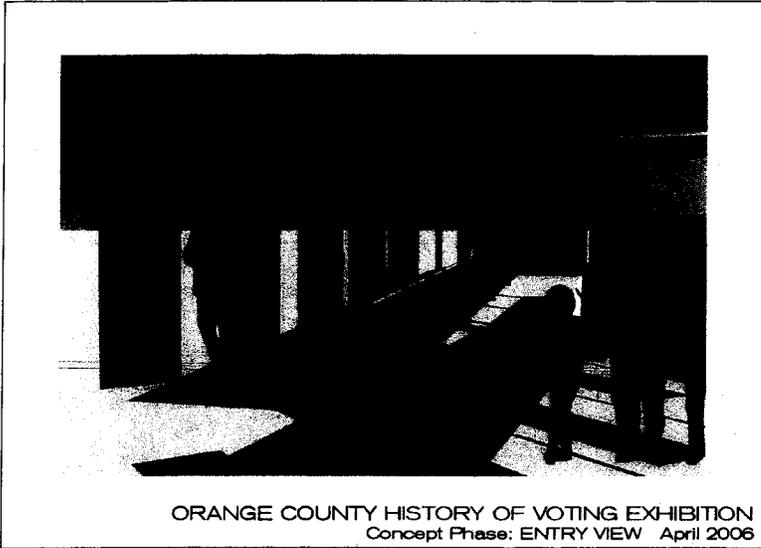
.Handicap Wheel Chair Lift: .Braun handicap wheel chair lift model L916 mounted to the fold down platform. The wheel chair lift must be supported when the platform is closed and during transit..

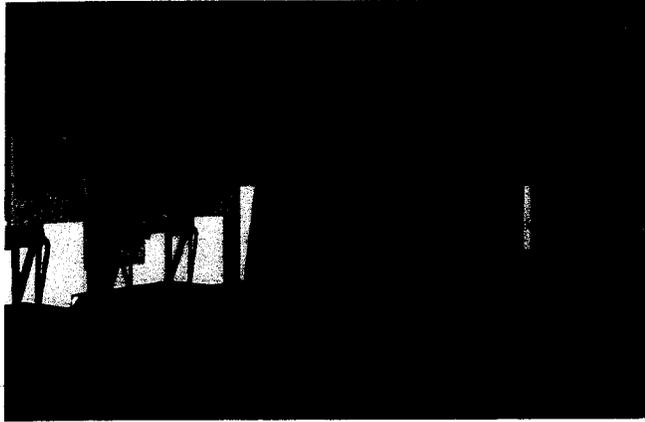
C. Trailer Modifications

1. 2 @ 4'x4' step units – Custom fabrication of (2) 4' length x 4' wide portable, easily erected step
2. New floor 1 @ 8x48' @ 8x12' – new flooring (vinyl/linoleum) and floor repairs if required
3. Inside graphic wall cover (2) @9x48'@8x9' - New wall and wall lining (large-scale graphics covering most of walls).
4. New ceiling lining
5. Rewiring – wiring for all power, lighting, media
6. Lighting – new lighting would include lights for backlit graphics, general exhibit lighting, maintenance lights and other lighting as needed.
7. Circular Graphic timeline Display 8'x3' – custom fabrication of (1) circular timeline display case with internal lit boxes, projectors and graphic display covering.
8. (5) 18'x8' graphic light boxes with cut out cases, AV screens – custom fabrication of (5) 18'x8' graphic light boxes with cutout cases, and AV screens.
9. (2) 6'x6' high external graphic panel walls = custom fabrication of (2) 6'x6' external graphic walls
10. (12) 2'x4' freestanding object vitrine display systems – custom fabrication of (12) 2'x4' freestanding object vitrine display systems
11. (2) interactive touch screen booths 3'x3'x6' – two interactive touch screen displays including programming and testing, software and flat screen
12. (3) miscellaneous plasma flat screens with mounts.
13. Production/editing/composition for interactives.
14. Final designer/art director fees for construction, graphics, lighting, sound, media
15. Central audio system with (10) speakers/interior and exterior
16. Graphic wrap (2)@53x10', (2)@8'x10' – vehicle graphic wrap (trailer dimensions = two sides 53'x10', 2 sides @ 8'.
17. Banner Stands (8)@7'x3'6"-custom fabrication of (8)entry banner stands 7'x3'6".
18. Trailer top banner system (2)@53'x4'6" and (2)@8'x4'6" – custom fabrication of trailer top banner system with aluminum mounts and pipe to top of trailer (2)@53'x4'6" and (2)@8'x4'6".
19. Four tables, four benches, other miscellaneous, requiring prior approval of County.
20. Power back-up-emergency power backup.
21. External lighting-upon prior approval of County.
22. 10% spare of all hardware and light bulbs – for maintenance and replacement.
23. 30' manual set up canopy.
24. Foam wall insulation to maintain constant temperature in exhibit space.
25. Tires - 8 Michelin 245 70R 17.5 16 ply tires or equivalent

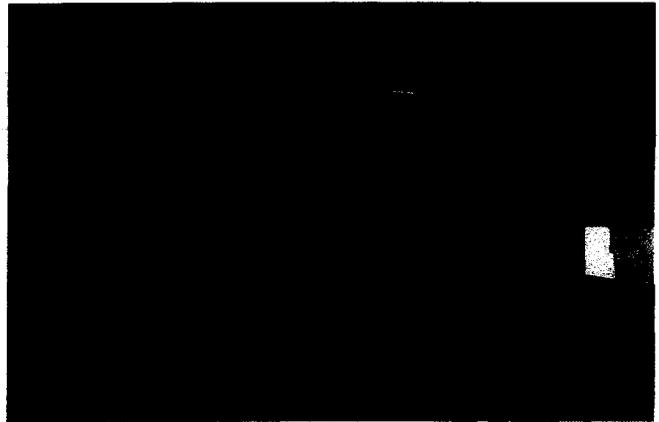
Attachment A (continued)

C. Concept Sketches





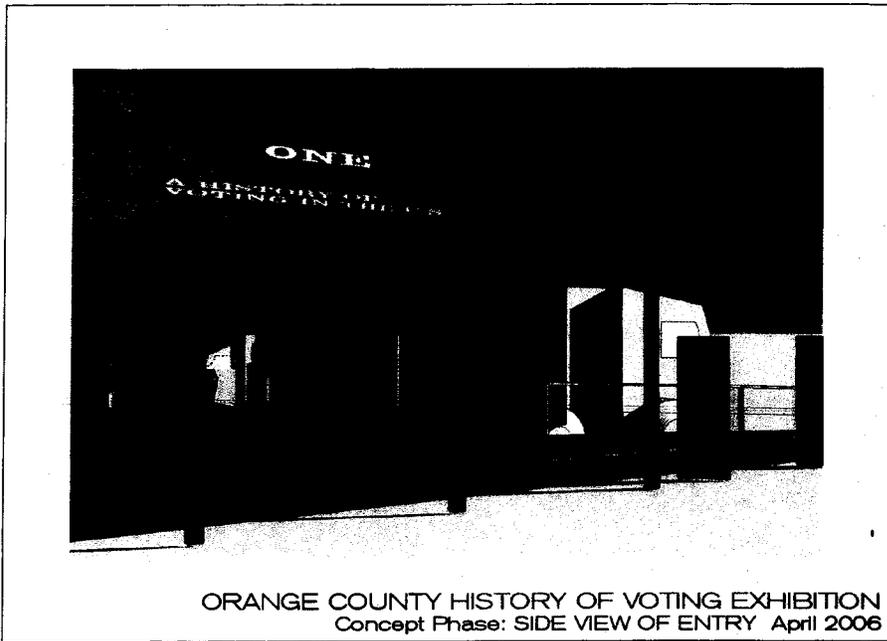
ORANGE COUNTY HISTORY OF VOTING EXHIBITION
Concept Phase: INTERIOR VIEW 3 April 2006



ORANGE COUNTY HISTORY OF VOTING EXHIBITION
Concept Phase: INTERIOR VIEW 4 April 2006



ORANGE COUNTY HISTORY OF VOTING EXHIBITION
Concept Phase: INTERIOR VIEW 4 April 2006



ORANGE COUNTY HISTORY OF VOTING EXHIBITION
Concept Phase: SIDE VIEW OF ENTRY April 2006

ATTACHMENT B

COMPENSATION/COST FOR CONTRACTOR SERVICES

A. Payment/Invoicing Instructions:

Invoices are to be sent to:

County of Orange
Registrar of Voters
ATTN: Kate Gold
P.O. Box 11298
Santa Ana, CA 92711

Acceptable invoicing format:

The Contractor will provide a two-part invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address
3. Name of County agency/department
4. Delivery/service address
5. Price Agreement (PG) or Purchase Order (PC) number
6. Date of order
7. Product/service description, quantity, and prices by commodity code
8. Sales tax, if applicable
9. Freight/delivery charges, if applicable
10. Total

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

B. Cost/Compensation

1. Summary of Costs

Item	Cost	
Trailer as specified	\$152,000.00	
Sales Tax @ 5%	\$ 7,600.00	
		\$159,600.00
Remove existing exhibit	\$ 10,000.00	
Transport Trailer to Orange County	\$ 3,800.00	
Subtotal		\$ 13,800.00
Trailer Modifications	\$ 22,610.50	
Sales Tax @ 7.75%	\$ 1,752.32	
		\$ 24,362.82
Interior & Exhibits	\$237,148.00	
Sales Tax @ 7.75%	\$ 18,378.97	
		\$255,526.97
GRAND TOTAL		\$453,289.79

2. Payment Schedule

- a. Milestone payment 1 - Construction deposit due upon execution and approval of the contract – \$83,966.94
- b. Milestone payment 2 – Trailer purchase due upon delivery to Contractor - \$173,400.00
- c. Milestone payment 3 – Roughout of interior complete – \$27,988.79
- d. Milestone payment 4 – Equipment installation complete – \$55,977.96
- e. Milestone payment 5 – Delivery to County – \$83,966.94
- f. Milestone payment 6 – Final acceptance following walk-through and test drive – \$27,988.79

3. Project Schedule associated with Milestone Payments

Milestone Payment 1 – Following Board approval

Milestone Payment 3 – July 31, 2006

Milestone Payment 4 – August 31, 2006

Milestone Payment 5 – October 16, 2006

Milestone Payment 6 – October 23, 2006

3. Detailed Cost Estimate

Festival Artists Worldwide

Craig Bugajski-contact 120 N. Aspan Ave
 e-mail: craigbugajski@earthlink.net Azusa, CA 91702

Off. Ph. 626-334-9388
 Off. Fax 626-969-8595
 Mobile:626-303-6042

June 15, 2006

ATTN: Neal Kelly and Kate Gold
 PROJECT: History of Voting

Estimate for Single-sided exhibit using Miller Trailer

Item	Description	Cost
2 @ 4'x4' step units	This trailer has 2 sets of stairs included.	\$0.00
new floor 1@ 8x48 2@ 8x12	New flooring (vinyl / linoleum) + floor repairs if required	\$6,112.50
inside graphic wall cover 2@ 9x48 2@8x9	New walling + wall lining (mostly large-scale graphics covering most of walls)	\$12,635.00
new ceiling 1@8x48	New ceiling lining	\$9,307.00
Rewiring	Wiring for all power, lighting, media, etc.	\$14,452.50
Lighting	New lighting would include lights for backlit graphics, general exhibit lighting, maintenance lights and other lighting as needed.	\$10,000.00
Circular Graphic timeline Display 8' x 3'	Custom Fabrication of (1) circular timeline display case with internal lit boxes, projectors and graphic display covering.	\$16,662.00
(5) 18'x 8' graphic light boxes with cut out cases, av screens.	Custom fabrication of (5) 18'x 8' graphic light boxes with cut out cases, and A.V. screens	\$27,491.00
(2) 6'x6' high external graphic panel walls	Custom fabrication of (2) 6'x6' external graphic walls.	\$6,246.00

(12) 2'x4' freestanding object vitrines display systems	Custom fabrication of (12) 2'x4' freestanding object vitrine display systems	\$22,832.50
(2) interactive touch screen booths 3'x3'x 6'	Two Interactive: Both touch screen: budget would need to include labor for programming and testing, software + flat screen / other hardware (stations) / installation.	\$32,000.00
(3) misc plasma flat screens with mounts	(3) Misc. Flat screens with mounts.	\$6,106.50
Design Fees	Final designer/art director fees for construction, graphics, lighting, sound, media	\$6,600.00
Writer Fees	Fees paid to writer to do the curating of the exhibit, including supervising research, editing the research and writing all the exhibition text. Writer to collaborate with scenic and graphic designers and client representatives.	\$11,800.00
Central audio system with (10) speakers	Central audio system with (10) speakers/interior and exterior	\$9,017.00
graphic wrap (2)@53x10, (2)@8'x10	Vehicle graphic wrap (trailer dimensions = two sides 53'x10, 2 sides 8', height 10' approx.)	\$18,500.00
Banner stands (8)@ 7'x3'-6"	Custom fabrication of (8) entry Banner stands 7'x3'-6"	\$5,500.00
Trailer top banner system (2) @ 53'x4'-6" (2)@ 8' x 4'-6"	Custom fabrication of trailer top banner system with aluminum mounts and pipe to top of trailer (2) @ 53'x4'-6" (2)@ 8' x 4'-6"	\$11,000.00
4 tables, 4 benches, other misc	Items as noted	\$1,200.00
power back up	Purchase emergency power backup	\$3,818.00
external lighting	External lighting as needed (TBD)	\$4,763.00
10% spare of all hardware and light bulbs.	Spare bulbs and hardware for maintenance and replacement.	\$1,105.00

foam insulation for trailer	We will have to redo the foam insulation on this trailer since the other exhibits torn out.	\$5,750.00
30' manual setup awning	Add new awning over stage area with upright poles	\$12,060.50
8-new radial tires	Pricing for purchase and installation of Michelin 245 RZR 17.5 16 ply tires or equivalent.	\$4,800.00
Wheel chair lift	This trailer is equipped with a Braun handicap wheelchair lift, model L916 mounted to the fold down platform.	\$0.00
Generator	This trailer is equipped with a 40 KW Kohler, diesel three phase, oil cooled 120/208V, mounted in a steel generator compartment sheeted with stainless steel, mounted on the front of trailer. Transfer switch and 30' shore cord to be supplied and located on the cubsides of trailer under the generator box.	\$0.00
ac and heat	(2)Bohn 2.9 Hp condenser units (120/208 Vac 3 phase) with (4) each Bohn model WKE evaporator units with line voltage digital thermostats. Total sensible cooling of 60,000 BTUH (5 ton). Condensing units in basement. Evaporators spaced in ceiling. Replace fan motors for reduced noise performance. (Replacement of fan is not included at this time.)	\$0.00

Subtotal **\$237,148.00**

Trailer and associated

Subtotal (without tax)	\$174,610.50

Subtotal	\$13,800.00

Grand Total(excluding tractor)	\$453,289.78

ATTACHMENT C

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

(Additional sheets may be used if necessary)

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the Agreement and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Agreement."

Authorized Signature	Name	Date
Authorized Signature	Name	Date

(Two signatures are required for corporations)

