

**THE CITY OF SANTA ROSA  
DESIGN-BUILD CONTRACT  
WITH PCD, INC.  
CONTRACT NUMBER F001997**

This Design-Build Contract ("Contract") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Santa Rosa ("City"), a municipal corporation, and PCD, Inc., a California corporation, (the "Design-Build Entity"). City and Design-Build Entity are herein collectively referred to as the "Parties."

**RECITALS**

A. City desires to obtain design and construction services for removal of the existing audio video and technology equipment, and the installation of a new system in the City's Utility Field Offices conferences rooms M, A, and F, (Project).

B. In order to retain a qualified contractor to conduct the design-build services described above in accordance with the terms of this Contract, City issued a Request for Proposals, seeking proposals from qualified firms, utilizing a design-build delivery method as authorized by Chapter 3.60 of the City Code.

C. Design-Build Entity submitted a proposal for the Project, which was selected as providing the best-value to the City, and is prepared to enter into this Contract.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

**CONTRACT**

1. Contract Documents. This Contract includes and hereby incorporates in full by this reference the following contract documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto, with the first listed documents having the highest priority:

- A. Contract
- B. Exhibit A – Scope of Work, Project Schedule and Project Specifications
- C. Exhibit B – City of Santa Rosa General Conditions (General Conditions)
- D. City of Santa Rosa Design and Construction Standards (City Standards)
- E. City of Santa Rosa Construction Specifications for Public Improvements (City Specifications)

F. Exhibit C - Project Guaranteed Maximum Price Breakdown

2. Acknowledgement of Contract Documents. The above documents constitute and may hereinafter be referred to as the "Contract Documents." Design-Build Entity shall initial this section immediately below acknowledging that he or she has read, understood and agrees with all of the terms of the Contract Documents, including, but not limited to, provisions of the City Specifications, City Standards and General Conditions relating to indemnification, insurance, standards of performance, termination, compensation and time of the essence performance. Design-Build Entity shall not disclaim knowledge of the meaning and effect of any term or provision of the Contract Documents and agrees to strictly abide by their meaning and intent.

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**Design-Build Entity's  
Initials**

3. Design-Build Entity's Basic Obligation. Design-Build Entity promises and agrees, at its own cost and expense, to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project as described in the Contract Documents (hereinafter the "Scope of Work"), for a Guaranteed Maximum Price ("GMP") of \$412,191.84, as set forth in Exhibit C. Unless otherwise stated in the Contract Documents, the GMP shall pay for all costs and expenses required to design and construct the Project.

4. Force Account Work and Change Orders.

A. Extra Work shall have the meaning given to it in the General Conditions mean that work which is not required under the contract and is performed in addition to the requirements of the contract. Extra Work shall be initiated only upon written approval by City as described in the General Conditions.

B. All work done on a force account basis shall be recorded daily on report sheets prepared by Contractor and signed by both the City' Representative and Design-Build Entity's Representative. Such reports shall thereafter be considered the true record of force account work performed during the Project. Such reports shall be furnished to the City's Representative and a copy retained by Design-Build Entity.

C. All changes to the Contract shall be made only by written change order signed by the City.

5. Standard of Performance. Design-Build Entity's performance shall be consistent with the standards set forth in the Contract and the General Conditions.

6. Period of Performance and Liquidated Damages. Design-Build Entity guarantees that it shall perform and complete all work necessary for Final Completion of the Project, as defined in the General Conditions, in accordance with the Project Schedule in Exhibit A Section 4 by the Guaranteed Completion Date of January 15, 2020 ("GCD").

Design-Build Entity agrees that liquidated damages will apply in the amount of \$500 per calendar day for each and every calendar day beyond the GCD that Final Completion of the Project has not been achieved.

7. City's Basic Obligation. City agrees to engage and does hereby engage Design-Build Entity as an independent contractor to furnish all materials and to perform all work described in the Scope of Work for the Project according to the terms and conditions herein contained for the GMP set forth above. Except as otherwise provided in the Contract, City shall pay to Design-Build Entity, as full consideration for the satisfactory performance by Design-Build Entity of the services and obligations required by this Contract, the above referenced compensation in accordance with compensation provisions set forth in the Contract.

8. City's Representative. City hereby designates Brian Kilkenny, bkillkenny@srcity.org, as the person to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall be authorized to act as liaison between City and Design-Build Entity in the administration of this Contract and all work on the Project. City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. City may designate new and/or different individuals to act as City's Representative from time to time upon written notice to Design-Build Entity.

9. Design-Build Entity's Representative. Design-Build Entity hereby designates John Rudolph, or his designee, to act as its representative for the performance of this Contract ("Design-Build Entity's Representative"). Design-Build Entity's Representative shall have full authority to represent and act on behalf of Design-Build Entity for all purposes under this Contract. Design-Build Entity's Representative shall supervise and direct all work on the Project, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the work pursuant to this Contract.

10. Design-Build Entity's Licensing. Design-Build Entity shall have only appropriately licensed contractors performing work on the Project as required by the Business and Professions Code. Design-Build Entity, PCD, Inc. will act as the licensed general contractor for the Project. Design-Build Entity shall perform all services required under the Contract Documents in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform

such services in the same discipline in the State of California, and Design-Build Entity shall be fully responsible to City for any damages and/or delays to the Project as specified in the indemnification provisions of the Contract. Any change in the general contractor shall be subject to City's prior written approval, which approval shall not be unreasonably withheld. Any new general contractor shall be of at least equal competence as the prior general contractor. In the event that City and Design-Build Entity cannot agree as to the substitution of a new general contractor, City shall be entitled to terminate this Contract as described in the General Conditions. Design-Build Entity shall be licensed in the following appropriate classification(s) of contractors' license(s), for the Project, and must maintain a Class C-10 license throughout the duration of the Project. Design-Build Entity represents that it, and its City approved subcontractor, are licensed by the California Contractor State License Board and that each possesses a Class C-10 license. By its signature hereunder, Design-Build Entity certifies that it is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board. Design-Build Entity shall obtain and maintain the required licenses, permits and all other appropriate legal authorizations for all applicable federal, state and local jurisdictions (including California Environmental Quality Act clearance) and pay all applicable fees associated therewith. Design-Build Entity shall immediately notify City in writing of any change in its, or its subcontractors', licensing status during the term of this Contract.

11. Ineligible Contractors. Pursuant to Public Contract Code section 6109, no contractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code may work on this Project.

12. Prevailing Wages/Labor Code. This Project is subject to the prevailing wage requirements of California Labor Code sections 1720 *et seq.* The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed, copies of which are on file and will be made available to any interested party upon request at the office of City's Representative or online at [www.dir.ca.gov](http://www.dir.ca.gov). Any laborer or mechanic employed to perform work on the Project, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by him. Design-Build Entity shall post these rates at the work sites. Design-Build Entity shall comply with all applicable Labor Code provisions, including but not limited to, employment of apprentices, hours of labor and debarment of contractors. Design-Build Entity shall indemnify, defend and hold harmless the City against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes. The foregoing specified prevailing wage rates are minimum rates only, and Design-Build Entity may pay any wage rate in excess of the applicable rate. Pursuant to Labor Code §1775, Design-Build Entity as a penalty to the owner shall forfeit up to two-hundred dollars (\$200.00) for each calendar

day, or portion thereof for each worker paid less than the prevailing rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by Design-Build Entity. Design-Build Entity shall only provide prevailing wage reports upon written request from the City.

13. Material Guaranty: Before any contract is awarded, the licensed general contractor named in Section 10 may be required to furnish samples of materials and detailed submittals of equipment to be used in construction of the Project, which samples may be subjected to the tests to determine their quality and fitness for the work. Design Build Entity shall unconditionally guarantee Project materials and workmanship for a period of one year from the date of recording of the Notice of Completion. The guarantee shall cover 100% of all costs of repairs with the one-year period, including all costs of labor, materials, equipment, and incidentals. Design-Build Entity shall provide a surety bond executed by a corporate surety authorized and admitted to transact a surety business in the state of California in the minimum amount of one-half of the GMP to cover this guarantee.

14. Performance, Payment and Material Bonds. Design-Build Entity will be required to furnish City with three (3) good and sufficient bonds (one original of each) issued by a corporate surety in good financial standing and authorized and admitted to transact a surety business in the State of California for purposes and in the amounts stated below. These bonds shall be submitted within ten (10) days after receipt of the Notice of Contract Award. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure section 995.120. The GMP includes the cost of obtaining such bonds.

A. Performance Bond: A performance bond shall be furnished to guarantee the faithful performance of the terms and conditions of the Contract by Design-Build Entity, which shall be executed in a sum of 100% of the GMP.

B. Labor and Materials Bond: A labor and materials bond (payment bond) shall be furnished in accordance with Part 6 of Division 4, sections 8000 *et seq.* of the California Civil Code to guarantee City against any and all claims of subcontractors or other third parties furnishing labor, materials, or supplies for said Contract, which shall be executed in a sum of one hundred percent (100%) of the GMP.

C. Material Guaranty Bond: Design-Build Entity shall furnish a material guaranty bond (warranty bond) to serve as surety for the guarantee requirements outlined in Section 13, which shall be executed in a sum of not less than one-half of the GMP. The guarantee shall cover one hundred percent (100%) of all costs of repairs within the initial one (1) year period, including all costs of labor, materials, equipment,

and incidentals.

Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and materials-men become insufficient, or the City's award authority has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of Design-Build Entity for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary considering the extent of the work remaining to be done. Thereafter no payment shall be made upon the Contract to Design-Build Entity or any assignees of Design-Build Entity until such bond or bonds or additional surety has been furnished.

15. Immigration Reform Act Requirements. Design-Build Entity shall warrant that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Design-Build Entity shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Design-Build Entity shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to ensure continued compliance with all federal statutes and regulations. Notwithstanding the above, Design-Build Entity, in the performance of the Contract shall not discriminate against any person in violation of 8 USC § 1324b. Design-Build Entity shall retain such documentation for all covered employees for the period described by law. Design-Build Entity shall indemnify, defend and hold harmless City and its officers and employees from employer sanctions and other liability which may be assessed against Design-Build Entity or City or in connection with any alleged violations of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under the Contract.

16. Design-Build Entity's Indemnification. Design-Build Entity agrees to protect, save, defend and hold harmless, (with counsel of City's choosing) to the greatest extent provided by law, the City, its governing body and each member thereof, its officers, agents and employees ("Indemnified Parties") from any and all loss, damage, costs, lawsuits, claims, liabilities, demands, causes of action judgments, reasonable expenses or damages of any nature, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or from third party claims' interference with the use of property, arising out of the actual or alleged negligent acts, errors or omission, or willful misconduct by Design-Build Entity, Design-Build Entity's agents, officers, employees, or subcontractors retained by Design-Build Entity to perform work pursuant to this Contract. The only exception to Design-Build Entity's responsibility to protect, save, defend and

hold harmless the Indemnified Parties is where a claim, liability, expense or damage occurs due to the sole negligence, willful misconduct or active negligence of the Indemnified Parties. This hold harmless provision shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable. Insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by Design-Build Entity. Notwithstanding the foregoing, to the extent Design-Build Entity's Scope of Work is subject to California Civil Code section 2782.8, the above indemnity shall be limited, to the extent required by Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Design-Build Entity.

A. In claims against any person or entity indemnified under this provision, that are made by an employee of Design-Build Entity or any subcontractor, a person indirectly employed by Design-Build Entity or any subcontractor, or anyone for whose acts Design-Build Entity or any subcontractor may be liable, the indemnification obligation under this provision shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for Design-Build Entity or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts or any other insurance limitations. The indemnification obligations under this provision shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

B. Joint and several liability shall apply to Design-Build Entity. In the event Design-Build Entity and one or more than one other party is connected with an accident or occurrence covered by this indemnification, then all such parties shall be jointly and severally responsible to each of the indemnitees for indemnification, and the ultimate responsibility among such indemnifying parties for the loss and expense of any such indemnification shall be resolved without jeopardy to any indemnitee listed herein.

17. Insurance Requirements. Design-Build Entity shall, at a minimum, maintain in full force and effect all of the insurance coverages described in, and in accordance with the insurance requirements set forth in the attached General Conditions.

18. Design-Build Entity's Labor Certification. By its signature hereunder, Design-Build Entity maintains that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of all work described in the Scope of Work.

19. Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract. Design-Build Entity may not either voluntarily or by

action of law, assign any obligation assumed by Design-Build Entity hereunder without the prior written consent of City.

20. Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**Design-Build Entity:** PCD, Inc.  
**ATTN:** John Rudolph  
1032 Maxwell Drive  
Santa Rosa, CA 95401  
jrudolph@pcdinc.net

**City:** Brandalyn Tramel  
635 First Street, 2<sup>nd</sup> Floor  
Santa Rosa, CA 95404  
btramel@srcity.org

Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail, first class postage prepaid, addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

21. Legal requirements and permits; nondiscrimination.

A. Legal Requirements and Permits. Design-Build Entity represents and warrants that Design-Build Entity has all licenses, permits, City Business Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for Design-Build Entity to practice its occupation and provide services under this Contract. Design-Build Entity shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. §§12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code Section 1720 et seq.; (iii) OSHA; and (iv) the Immigration Reform and Control Act of 1986. Design-Build Entity shall, if requested by City, provide certification and evidence of such compliance. If Design-Build Entity is an out-of-state corporation, Design-Build Entity warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

B. Non-Discrimination. With respect to the provision of goods or services under this Contract, Design-Build Entity agrees not to discriminate against any



person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

24. Retention of Records.

Design-Build Entity shall retain any records necessary to document the charges for the work to be performed under this Contract and make such records available to the City for inspection at the City's request for a period of not less than four (4) years.

25. Entire Contract.

This document, including the Contract Documents, contains the entire Contract between the parties and supersedes whatever oral or written understanding the parties may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Design-Build Entity, and by City, in accordance with applicable provisions of the Santa Rosa City Code.

26. Severability.

If any portion of this Contract or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

27. Waiver.

Neither City acceptance of, or payment for, any service performed by Design-Build Entity, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

28. Enforcement of Contract.

This Contract shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Contract shall lie exclusively in the state trial court located in Sonoma County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

29. Design-Build Entity not Agent.

Except as City may specify in writing, Design-Build Entity and Design-Build Entity's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Design-Build Entity and Design-Build Entity's

personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

30. Authority; Signatures Required for Corporations.

Design-Build Entity hereby represents and warrants to the City that it is (a) a duly organized and validly existing limited liability company, formed and in good standing under the laws of the State of Delaware, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Design-Build Entity hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Design-Build Entity in accordance with the terms hereof.

Executed as of the day and year first above stated.

**VENDOR NAME**

**CITY OF SANTA ROSA**  
a Municipal Corporation

*Signatures of Authorized Persons:*

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

City of Santa Rosa Business Tax Cert. No.

\_\_\_\_\_

Office of the City Attorney

ATTEST:

\_\_\_\_\_

City Clerk



## **Exhibit A: Section 2: Proposed System**

### **AV scope of work**

PCD will provide and install an upgrade of the AV systems upgrade for the (3) meeting rooms and the control room. The work involved will include the removal and replacement of the (3) projectors and associated wiring, removal and replacement of the (3) projection screens. PCD will be removing and replacing the video cameras with new pan tilt zoom cameras and wiring. PCD will remove and replace the existing (6) speakers per meeting room with new white colored loudspeakers. PCD will be installing owner furnished LG 75" TV and mounts to the west wall of each of the 3 meeting rooms.

At the Lectern locations for each meeting room, PCD will provide and install a new wiring via the floor box to connect to the new Crestron flip top touch panels we will install to each lectern which will provide control and cable access for plugging in a laptop, document camera( these are owner provided items) and a new microphone for sound reinforcement for the meetings. PCD will remove and replace the control touch panel on the west wall of each of the (3) conference rooms with upgraded color touch panels for complete control of the room AV.

PCD will provide and install a new DSP system in the control room rack, a new 8 x 8 Crestron digital AV switcher and control processor, a new amplifier to drive the new speakers, (6) channels of Shure digital wireless microphones with hand held and body pack transmitters allowing the use of 2 mics per room. PCD will provide and install a new video (Lifesize brand) codec for video conferencing and (3) Ipads configured (with your IT department) to work wirelessly to act as a touch panel for room control. PCD will connect the system to the assisted listening system currently already installed. PCD will provide and install a new Vaddio production video camera controller for use at the control booth adjacent to the video production controller (Tricaster) for a full AV production of live events. PCD will provide and install (2) new room sensors that will identify when the room dividers are open and when they are closed to trigger the room combining features of the audio system for larger meetings or individual room meetings.

PCD will provide a comprehensive training of the AV systems and their functionality as well as provision of an as built documentation of the system when completed and accepted.



### **Section 3: Functionality and Capacity**

The new equipment outlined in the above section will replace a large majority of the equipment in the existing AV rack and will not require additional cooling to allow safe operating temperatures any more than the existing equipment. As long as there is airflow and air conditioning in the control room to move the air in and out and around the equipment then there should not be a need for any additional requirements regarding AC.

The existing electrical infrastructure is adequate to power the system but there is no battery backup with surge protection installed currently. PCD has included a new Surge protection battery backup device that will also filter the incoming AC and clean the power up for the equipment in the rack which is also providing surge protection from the best in the industry (Surgex).

The Crestron system we are providing can offer remote monitoring from a separate location if desired in the future to allow a remote manager to see that something is not working properly before it is sent in through facilities to get repaired. It also allows remote management to reboot the system and or provide first line of remote troubleshooting before rolling a service tech. This remote monitoring is not included at this time by PCD but can be added at a later time for your facilities and or IT department if desired.

We have also included a Surgex Power conditioner for each of the (6) displays that include IP control for rebooting from the network and providing AC filtering for best picture quality.



## **Section 4: Tentative Project Schedule and Documentation**

### **Installation**

- Estimated once approved to be a 3-4 week turnaround (9/23/19 – 10/14/19 )

### **Testing & Final System Commissioning**

- Estimated to take approximately 4-5 days (10/14/19 -10/17/19 )

### **Training**

- Budgeted to be a 4 hour training session (TBD)

### **Web & Third-Party Application Milestones (if any)**

- None Included in this proposal



## **Section 5: Training**

Training will be a 4 hour session that will include a video tape then edited version transferred to CD to deliver with the as built documentation. Once the project is nearing the end, a syllabus will be created for the training and the training will be scheduled.



## Section 6: Local Support and Warranty

### Local support

PCD staff from the Santa Rosa headquarters office will respond to all ongoing maintenance or repair needs once the system is in place. For any service request please call PCD at 707-546-3633.

### Warranty/Guarantee

\_\_\_\_ PCD \_\_\_\_\_, Sub-Contractor hereby agrees to guarantee the Audio Visual System,

which Contractor has installed for the City of Santa Rosa for the following project: UFO Meeting Room AV Upgrade.

\_\_\_\_ PCD \_\_\_\_\_ has performed in accordance with the requirements of the Contract Documents and that the Work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be defective in workmanship or material together with any other adjacent work that may be displaced in connection with such replacement within a period of **one (1) year** from the date of completion as defined in public Contract Code Section 7107, Subdivision C, , ordinary wear and ~~tear and~~ unusual abuse or neglect excepted. The date of completion is 10/18/19. TBD -

In the event of the undersigned's failure to comply with the above mentioned conditions within a reasonable period of time, as determined by the Owner, but not later than seven (7) days after being notified in writing by the Owner, the undersigned authorizes the Owner to proceed to have said defects repaired and made good at the expense of the undersigned. The undersigned shall pay the costs and charges therefore upon demand.

## **EXHIBIT B GENERAL CONDITIONS**

### **1 GENERAL**

The work described herein shall be done in accordance with the "Contract Documents," which are the:

1. Contract
2. Exhibit A – Scope of Work, Project Schedule and Project Specifications
3. Exhibit B – City of Santa Rosa General Conditions (General Conditions)
4. 2010 ADA Standards for Accessible Design
5. City of Santa Rosa Design and Construction Standards (City Standards)
6. City of Santa Rosa Construction Specifications for Public Improvements (City Specifications)
7. State of California Department of Transportation Standard Specifications 2010 (Standard Specifications)
8. State of California Department of Transportation Standard Plans 2010 (Standard Plans)
9. Exhibit C - Project Guaranteed Maximum Price Breakdown

Please contact the City of Santa Rosa Public Works Department for access to Items 7-8 above, Municipal Services Center South, 69 Stony Circle, Santa Rosa, CA 95401.

Whenever the Standard Specifications use the terms State of California, Department of Transportation, Director, Engineer or Project Manager, or Laboratory, the following terms shall be substituted therefor, and any reference to any of the foregoing terms shall be understood and interpreted to mean and refer to such substituted terms as follows:

For State of California - the City of Santa Rosa;

For Department - the City of Santa Rosa Department of Technology(IT);

For City Representative- the City of the City of Santa Rosa Project Manager or the City Engineer or Project Manager's authorized agents;

Unless otherwise provided, whenever in these General Conditions attention is directed to specific provisions in the Standard Specifications, such direction shall not be interpreted as excluding other applicable provisions of the Standard Specifications.

Unless otherwise provided, when sections and subsections of the Standard Specifications are used in these Special Provisions, such use is not exclusive and shall not be interpreted as excluding other applicable provisions of said sections and subsections but is only intended to add to or modify such sections or subsections.

Unless otherwise provided, full compensation for compliance with these General Conditions is included in the GMP and no additional allowance will be made to DB Entity therefor.



## 2 BIDDING: INTENTIONALLY OMITTED

## 3 CONTRACT AWARD AND EXECUTION

### 3-1.07 Insurance:

Insurance: DB Entity shall maintain in full force and effect all of the insurance coverage described in and in accordance with the insurance requirements set forth below. Maintenance of such insurance coverage during the entire performance of the Contract is a material element of the Contract. Failure by DB Entity to (i) maintain or renew coverage, (ii) provide notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, if necessary, may be deemed a material breach of the Contract by DB Entity, whereas the City shall be entitled to all rights and remedies at law or in equity. Notwithstanding the foregoing, any failure by DB Entity to maintain required insurance coverage shall not excuse or alleviate DB Entity from any of its other duties or obligations under the Contract. In the event DB Entity retains or utilizes any subcontractors or sub-consultants in performance of Project work, DB Entity shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements herein set forth below.

### Insurance Requirements:

- A. **Insurance Policies:** DB Entity shall maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with an AM Best rating of no less than A-:VI or a rating otherwise acceptable to City.

<b>Insurance</b>	<b>Minimum Coverage Limits</b>	<b>Additional Coverage Requirements</b>
1. Commercial general liability	\$ 3 million per occurrence \$ 3 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include products liability and completed operations coverage which shall continue for a period of 365 days after acceptance of the work by the City. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage can be provided in the form of an endorsement to DB Entity's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used). Coverage shall not exclude subsidence.

2.	Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1). Insurance shall cover owned, non-owned and hired autos.
3.	Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	DB Entity shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4.	Workers' compensation and Employer's Liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the DB Entity, its employees, agents and subcontractors.

**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the City in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
  - a. For any claims related to this Contract, DB Entity's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be in excess of DB Entity's insurance and shall not contribute with it. Endorsements at least as broad as 20 01 04 13 or evidence of policy language will be required in non ISO CGL policies.
  - b. The City of Santa Rosa, its officers, agents and employees are to be covered as additional insureds on the CGL policy. Additional Insured Endorsements at least as broad as 20 10 04 13 or 20 38 04 13 are required.

**C. Verification of Coverage and Certificates of Insurance:** DB Entity shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Contract. The City reserves the right to require complete copies of all required policies and endorsements during the duration of the Contract and for a period of 365 days following City's acceptance of the work.

**D. Other Insurance Provisions:**

1. No policy required by this Contract shall prohibit DB Entity from waiving any right

of recovery prior to loss. DB Entity hereby waives such right with regard to the indemnitees.

2. All insurance coverage amounts provided by DB Entity and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Coverage for an additional insured shall NOT be limited to the insured's vicarious liability. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, DB Entity may be required to provide financial guarantees.
4. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**3-1.22 Subcontractors:** DB Entity shall furnish a list of all subcontractors performing work in excess of  $\frac{1}{2}$  of 1 percent of the total Contract price. The list shall include the name, business address, DIR registration number and the state DB Entity's license number of each subcontractor on the list and the names of the responsible managing employees whose names appear on the subcontractors' licenses.

## **4 SCOPE OF WORK**

**4-1.05 Changes and Extra Work:** All changes to the Contract shall be made by written change order only.

All extra work shall be recorded by DB Entity on a daily report signed by both the City Representative and DB Entity. The "daily reports" shall thereafter be considered the true record of extra work performed. A copy of the daily reports will be furnished to DB Entity.

## 5 CONTROL OF WORK

**5-1.17 Character of Workers:** DB Entity is directed to Section 5-1.17 of the Standard Specifications which states:

"If any subcontractor or person employed by the DB Entity shall appear to the City Representative to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the request of the City Representative, and such person shall not again be employed on the work."

No additional compensation shall be granted to DB Entity in the event City exercises any part of its rights under this section and any and all costs related to such exercise shall be borne by DB Entity.

**5-1.20B(4)(a) Offsite Staging Areas and Construction Yards:** Attention is directed to Santa Rosa City Code section 20-52.040, Temporary Use Permit.

A Temporary Use Permit shall be obtained for any offsite construction yard on private property to be used for any of the following:

- a. Stockpiling of equipment and/or materials;
- b. Staging of construction;
- c. Placement of work trailers or mobile offices;
- d. Storage of trench spoils; or
- e. Other construction related activities not specifically enumerated above.

**5-1.26 Lines and Grades:** DB Entity shall carefully preserve all bench marks, grade stakes, and all other survey markers. In the case of willful or careless destruction, DB Entity shall bear the cost of replacing the markers.

DB Entity shall contact the Engineer directly for coordination of survey staking. Written staking requests must be submitted at least two working days in advance of the date and time stakes are needed.

**5-1.30A Inspection:** DB Entity shall bear all costs associated with the re-inspection of any defective, rejected or unauthorized work as determined by the City Representative's sole discretion. Such costs of re-inspection, including any costs incurred by the City for additional staff time or fees for third-party consultant inspectors, will be deducted from one or more progress payments hereunder.

**5-1.36A Property and Facility Preservation:** Attention is directed to Section 5-1.36 of the Standard Specifications.

At DB Entity's sole expense, all fences, gates, landscaping, drainage ditches, sidewalks, irrigation systems, and any other improvements that are damaged, removed or destroyed because of DB Entity's operations, shall be replaced in accordance with City Standards at a minimum and restored

to the same or better condition. Concrete surface treatment and score marks shall match adjacent existing concrete improvements.

**5-1.36E Obstructions:** Attention is directed to Section 5-1.36 of the Standard Specifications and to the possible existence of underground gas mains, high voltage lines, telephone ducts, storm drains and water and sewers systems, the locations of which are not shown on the Project Plans. The determination of the location of these facilities and the cost of repair or replacement in the event of damage to such facilities are the sole responsibility of DB Entity.

Should DB Entity alter any public utility or private improvements to facilitate its operations or for its sole benefit, which alteration would not be otherwise required, DB Entity shall make whatever arrangements are necessary with the owner or controlling authorities and shall bear all expenses in connection therewith. Any damages to any public utility or private improvement caused by DB Entity shall be repaired by DB Entity at its sole expense and to the full satisfaction of the Engineer or the controlling authority.

Any subsurface information and data furnished under any part of this Contract are not intended as a representation or warranty but are furnished for information only. It is expressly understood that the City will not be responsible for the accuracy thereof or for any deduction, interpretation or conclusion drawn therefrom by DB Entity. The information is made available so that DB Entity may have ready access to the same information available to the City and is not part of this Contract.

PRIOR TO STARTING ANY EXCAVATION, DB ENTITY SHALL (AT LEAST TWO WORKING DAYS IN ADVANCE) CALL UNDERGROUND SERVICE ALERT (USA) toll free at (800) 227-2600 and provide USA with all necessary data relative to the proposed excavation. USA will accept calls and process information to participating agencies who have underground facilities in the area between the hours of 7:30 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and holidays. Between the hours of 5:00 p.m. and 7:30 a.m., calls will be recorded and then processed after 7:30 a.m. For emergency situations, after hours, and on Saturdays, Sundays and holidays, DB Entity shall contact the owner of the affected facility.

DB Entity shall coordinate all work with the appropriate City field personnel. When City work forces are required at the job site to perform Contract items of work, DB Entity shall give a minimum of two working days advanced notification to the appropriate field office:

Water Division:	(707) 543-4200
Sewer Division:	(707) 543-4200
Street Division:	(707) 543-3880
Survey Division:	(707) 543-3834

**5-1.43 Arbitration:** Any references to Arbitration in the Standard Specifications are deleted in their entirety.

## 6 CONTROL OF MATERIALS

**6-2.01 Source of Supply and Quality of Materials:** All materials required to complete the work under the Contract shall be furnished by DB Entity and shall be free of hazardous substances.

**6-3.01 General:** Statistical means will not be used by the City for determination of Standard Specification compliance. Whenever both operating range test results and Contract compliance requirements are specified in these General Conditions, the operating range requirements shall apply to the individual test results.

**6-3.01A Material Submittals:** Upon award of the Contract by City, DB Entity shall submit to the City Representative a list of all materials proposed to be used on this project and any supporting documentation and/or samples required and source of supply.

For material listed on the "City Representative's List of Approved Items" which is located in the Sewer and Water sections only of the City Standards, the City Representative shall be provided with the name of the manufacturer and model/part number for all material proposed for this project, unless that item has been replaced as shown on the Project Plans.

For all other materials used on this Project, regardless of the type of work, DB Entity shall provide to the City Representative the name of the manufacturer and model/part number along with supporting documentation and/or samples that will allow the City Representative to determine the material's acceptability.

The City Representative reserves the right to reject any proposed material, whether on the City's "City Representative's List of Approved Items" or not. If the City obtains information indicating that a listed item is not performing satisfactorily or is found to be defective, that item will be rejected and DB Entity shall submit a replacement for review at no additional cost to the City.

**6-4.03 Trade Names and Alternatives:** Unless otherwise specified, material and equipment specifications that identify a particular patent, trade name or manufacturer, may be satisfied through substitute materials and equipment accepted by the City. DB Entity may offer substitute materials and equipment of equal or better quality to the City. Any such offer shall be made in writing to the City Representative at least four weeks in advance of the time DB Entity wishes to order the materials or equipment. DB Entity shall include sufficient data which, together with any other information the City Representative may require, will enable the City Representative to determine the acceptability of the materials and equipment. When the substitute materials or equipment necessitate changes to any part of the work, the information shall include drawings and details showing all such changes and DB Entity shall perform these changes as a part of any acceptance of substitute materials or equipment. The use of substituted materials and equipment will be permitted only after written acceptance of the materials and equipment by the City Representative. Such acceptance shall not relieve the DB Entity from full responsibility for the sufficiency, quality and performance of the substitute materials and equipment.

The City will not, under any circumstances, acknowledge or consider any offers to accept substitute materials or equipment.

## 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

**7-1.02A(1) Forfeitures for Health and Safety Violations:** DB Entity shall comply with all applicable provisions of the Santa Rosa City Code and any failure to do so shall constitute a breach of the Contract. In the event of any violation of the Santa Rosa City Code that may impact public health and safety, including, but not limited to Chapter 17-12, "Storm Water" and Chapter 13-04, "Street Encroachments," City shall have the right to impose a charge against DB Entity in an amount equal to \$500.00 per violation per day. Prior to the imposition of any charge hereunder, City shall first provide a written notice to DB Entity of the violation and setting forth a reasonable period of time for DB Entity to cure the violation(s). In the event DB Entity fails to cure any such violation within the time provided, City shall have the right, in addition to all other rights and remedies available to City, to deduct and withhold as a permanent forfeiture by DB Entity the appropriate amounts from any payment otherwise due DB Entity under this Contract.

**7-1.02K(2) Wages:** Pursuant to Labor Code sections 1770 *et seq.*, each laborer or mechanic of DB Entity or any subcontractor engaged in work on the Project under this Contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between DB Entity or any subcontractor and such laborers and mechanics. A copy of the schedule of prevailing wage rates can be obtained online at [www.dir.ca.gov](http://www.dir.ca.gov) or from the Department of Transportation and Public Works at 69 Stony Circle, Santa Rosa.

Any laborer or mechanic employed to perform work on the public works project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing wage rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by the worker.

The foregoing specified prevailing wage rates are minimum rates only, and DB Entity may pay any wage rate in excess of the applicable rate.

Pursuant to Labor Code Section 1775, DB Entity as a penalty to the owner shall forfeit not more than \$200.00 for each calendar day, or a portion thereof, for each worker paid less than the prevailing wage rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by DB Entity.

Reporting of certified payroll are applicable to the DIR requirements. DB Entity shall only provide prevailing wage reports upon written request from City.

**7-1.02K(4) Apprentices:** DB Entity agrees to comply with Chapter 1, Part 7, Division 2, sections 1777.5 *et seq.* of the California Labor Code. These sections require contractors and subcontractors to employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice work for each five hours of journeyman work (unless an exception is granted in accordance with Section 1777.5), and the contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry, or color. Only apprentices as defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice agreements

will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the prime DB Entity for all apprenticeable occupations.

**7-1.02K(6)(a)(1) CalOSHA Standards:** Attention is directed to the current OSHA Standards. All equipment, tools and materials which are furnished and/or installed as part of this Contract shall meet or exceed the aforementioned standards in order to be considered acceptable.

**7-1.02K(6)(b) Excavation Safety:** When the digging or excavation occurs during project construction, DB Entity shall:

- a. Promptly notify City in writing of the following conditions before any such conditions are disturbed:
  1. Material that the DB Entity believes may be hazardous waste as defined in Health and Safety Code section 25117 that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law;
  2. Subsurface or latent physical conditions at the site differing from those indicated in the Invitation for Bids; and
  3. Physical conditions at the site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in the type of work under the Contract.
- b. The City will investigate the conditions and will issue a change order under the terms of the Contract if it finds that the conditions warrant it.
- c. If a dispute arises between City and DB Entity as to whether a change order is warranted, DB Entity shall not be excused from any scheduled completion date provided for in the Contract but shall proceed with all work to be performed under the Contract.

**7-1.02K(6)(b)(1) Trench Excavation Safety Plans:** When the estimated cost for the excavation of any trench or trenches five feet or more in depth will exceed \$25,000.00, DB Entity shall submit to the City Representative in advance of excavation a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the construction safety orders, or if the trench is anticipated to be greater than 20 feet, the plan shall be prepared by a registered civil or structural engineer.

A permit to do the above described work shall be obtained from the State of California, Division of Industrial Safety. Proof of such permit shall be submitted to the Engineer prior to starting the trench work.

Full compensation for complying with the provisions of this section shall be considered as included in the GMP and no additional allowance will be made for the work.

**7-1.02K(6)(b)(1) Trench Excavation Safety Plans:** When the estimated cost for the excavation of any trench or trenches five feet or more in depth will exceed \$25,000.00, DB Entity shall submit to the City Representative in advance of excavation a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system



standards established by the construction safety orders, or if the trench is anticipated to be greater than 20 feet, the plan shall be prepared by a registered civil or structural engineer.

A permit to do the above described work shall be obtained from the State of California, Division of Industrial Safety. Proof of such permit shall be submitted to the Engineer prior to starting the trench work.

Full compensation for complying with the provisions of this section shall be considered as included in the GMP and no additional allowance will be made for the work.

**7-1.02L(2)(a) Patents and Royalties:** All fees, royalties, or claims for any patented invention, article, process or method that may be used upon or in any manner connected with the work under this Contract shall be paid by DB Entity. DB Entity and its sureties shall protect and hold harmless City and its officers, agents, and employees from any and all demands made for such fees royalties or claims brought or made by any third party, and before the final payment is made on the account of the Contract, DB Entity shall, if requested by City, furnish acceptable proof of a proper release from all such claims and liabilities.

Should DB Entity, its officers, agents, or employees, or any one of them be enjoined from furnishing or using any invention, article, material, or plans supplied or required to be supplied or used under the Contract, DB Entity shall promptly substitute other articles, materials, or appliances in lieu thereof of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the City Representative. In the event that the City Representative elects, in lieu of such substitution, to have supplied and to retain and use any such invention, article, materials, or plans as may be required to be supplied by the Contract, DB Entity shall pay such royalties and secure such valid licenses as may be requisite and necessary for City, its officers, agents, and employees, or any one of them to use such invention, article, materials, or appliance without being disturbed or in any way interfered with by any proceeding in law of equity on account thereof. Should DB Entity neglect or refuse to make the substitution promptly or to pay such royalties and secure such licenses as may be necessary, then in that event the City Representative shall have the right to make such substitutions or City may pay such royalties and secure such licenses and charge DB Entity even though final payment under the Contract may have been made.

**7-1.03A Maintaining Traffic:** Attention is directed to Sections 7-1.04 of the Standard Specifications and to the following modifications thereof.

If construction is within City owned right-of-way, provisions shall be made for the safe passage of public traffic through the work site at all times consistent with the requirements of Santa Rosa City Code Chapter 13-04.

DB Entity shall install and maintain project identification signs at each end of the Project or as directed by the City Representative two weeks prior to any construction activity. City shall furnish the appropriate sign panels upon request from DB Entity. To mount the sign panels, DB Entity shall furnish and install 4" X 4" posts or mount by other appropriate methods as approved by the City Representative. These sign panels shall be returned to the City Corporation Yard at 55 Stony Point Road after completion of the Project.

Two weeks prior to any construction activity, advance notice signs for road closures shall be furnished and installed by DB Entity at each end of the project and shall remain in place throughout the duration of the subject closure. Details of panel construction and lettering shall be approved by the City Representative.

DB Entity shall furnish, install, and maintain at its expense all barricades, signs, lights, and other devices necessary to adequately warn of any obstructions to the traveled and pedestrian way and provide flaggers as necessary for the safety of public traffic and pedestrians and to provide access to property adjacent to the work sites and DB Entity shall comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*) (ADA) and any regulations and guidelines issued pursuant to the ADA.

DB Entity shall comply with the current edition of the California Manual of Uniform Traffic Control Devices (CA MUTCD) for all items related to traffic within the work site.

Rain and other occurrences that may cause the suspension or delay of the work shall in no way relieve DB Entity of its responsibility to provide traffic control and public access through the work site as specified herein. At all times, DB Entity shall keep at the work site such materials, forces and equipment as may be necessary to keep roads, streets, and driveways within the work site open to traffic and in good repair and shall expedite the passage of such traffic, using such forces and equipment as may be necessary.

Should DB Entity fail, in the opinion of the City Representative, to provide all the materials, forces and equipment necessary to maintain traffic through the work sites as set forth herein, City may take steps necessary to remedy any such failure, including but not limited to causing such work to be performed and/or suspending any further work under the Contract. Any such remedial cost and expense incurred by the City, plus an administrative charge of 15%, shall be immediately due and payable by DB Entity and may be deducted from any amounts owed to DB Entity hereunder. In the event there are insufficient sums owed to DB Entity hereunder to cover the foregoing costs and charges, City shall have the right to pursue any other remedy to recover the same, including but not limited to, proceeding against any surety or bond in favor of City. City's rights under Section 7-1.02 are intended to be in addition to and not in lieu of any charges imposed by City against DB Entity under Section 7-1.02A(1) above for violations of the Santa Rosa City Code.

DB Entity shall be responsible for informing emergency response agencies operating within the area of the work of obstructions to either public or private roads caused by reason of DB Entity's operations hereunder.

DB Entity shall make provisions for the safe passage of pedestrians around the Project work sites at all times.

## 8 PROSECUTION AND PROGRESS

**8-1.01A Assignments:** Once awarded, this Contract shall not be transferred, assigned, or sub-contracted, except as herein expressly provided without the prior written consent of the City in the City's sole and absolute discretion.

**8-1.04B Standard Start:** DB Entity shall begin work at the Project Facilities within ten calendar days after the dates authorized in each Notice to Proceed and shall diligently prosecute the Contract to completion before the expiration of:

**8-1.05 Time:** Working days will be counted beginning with the day the DB Entity begins work or with the tenth day after the date authorized in each Notice to Proceed, whichever occurs first.

Work Schedule to be worked out with Project Manager.

City offices are closed every other Friday. Any additional costs that may be associated with office closure on every other Friday shall be the sole responsibility of DB Entity and no additional compensation shall be allowed therefor.

## 9 MEASUREMENT AND PAYMENT

### 1.9-1.17D Final Payment and Claims:

- a. **Billable Rates.** DB Entity shall be paid for the performance of services at the lump sum as set forth in Exhibit A.
- b. **Payments.** Payments will be delayed where DB Entity fails to provide the information required under subsection c.1 below or fails to comply with the insurance requirements in Attachment One to this Agreement. In no event shall the City be obligated to pay late fees or interest, whether or not such requirements are contained in DB Entity's invoice.
- c. **Invoices.** Payment will be made on a calendar-month basis in arrears. Invoices shall be submitted to the person and address specified in the Agreement, bid, or purchase order. In the event this Agreement becomes effective or terminates during the course of a month, the amount paid to the DB Entity for the partial month shall be determined by prorating the amount on the basis of the number of calendar days involved. Processing of payment will be delayed for DB Entity's failure to include reference to Agreement (including number) on the invoice and for failure to maintain current insurance information with the City in accordance with insurance requirements hereunder. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in the DB Entity's invoice. Invoices for services provided in June or for any services not previously invoiced shall be submitted within 10 working days after June 30 to facilitate City fiscal year end closing. Failure to comply with this invoice submission requirement may delay payment.

In connection with any cash discount specified in the bid response, if applicable, or DB Entity's Proposal, time will be computed from the date correct invoices are received by the person and address specified in the Agreement, bid, or purchase order. For the purpose of earning the discount,

payment is deemed to be made on the date of mailing of the City warrant or check. All invoices shall contain the following information:

1. DB Entity name and remittance address
2. Date of invoice issuance
3. Amount of invoice
4. City purchase order or Agreement number
5. Identification of Agreement or purchase order line item(s) (if multiple lines) and description of services provided
6. Date of completion of services
7. Detail of costs, including labor, materials, tax, etc.

d. **Business Taxes.** DB Entity shall pay to the City when due all business taxes payable by DB Entity under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to DB Entity.

If a Notice of Completion is required for the Project, the processing of payment of the final estimate shall not be commenced less than 35 days after the date of recording of the Notice of Completion with the County Recorder's Office, if required. DB Entity is advised that it takes approximately ten days for a check to be issued following a request for payment.

If DB Entity does not file a claim within the 15 day period, or upon DB Entity's approval, the City Representative will issue a final written estimate and the City shall pay to DB Entity the entire sum due after deducting all previous payments, if any, and all amounts to be retained under the provisions of the Contract.

If DB Entity files a claim within the 15 day period, the City Representative shall then consider and investigate such claim, and shall make such revision in the final quantities as the City Representative may find to be due, and shall then make and issue a final written estimate. The City will pay the amount due, after deducting all previous payments, if any, and amounts to be retained under the provisions of the Contract.

Any and all prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The final estimate shall be conclusive and binding against both parties to the Contract on all questions relating to the performance of the Contract and the amount of work done thereunder and compensation therefor, except in the case of gross error.

**9-1.16E(6) Substitution of Securities for Withheld Amounts:** Pursuant to Public Contract Code section 22300, securities may be substituted for any moneys withheld by City to ensure performance under this Contract, provided that substitution of securities provisions shall not be required in contracts in which there will be financing provided by the Farmer's Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 USC sections 1921 *et seq.*), and where federal regulations or policies or both do not allow the substitution of securities. At the request and expense of DB Entity, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank as the escrow agent, which shall then pay such moneys to DB Entity. The Director of Finance is authorized to execute substitution of securities agreements on behalf of the City. The City will return the

securities to DB Entity upon satisfactory completion of the Contract as determined by City in its sole discretion and the resolution of all outstanding claims against the securities. DB Entity shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit or any other security mutually agreed to by DB Entity and the City, provided that the substituted security is equal to or not less than five percent of the Contract amount.

Security substitutions must be submitted by DB Entity and approved by City prior to the time of the first progress payment to be made under the Contract. No other method of substituting securities for retention will be accepted. The security substitution shall be done only upon execution of an agreement satisfactory to City which includes the following provisions:

- a. The amount of securities to be deposited;
- b. The terms and conditions of conversion to cash in case of the default of DB Entity;  
and
- c. The procedure for return of securities upon completion of the Contract.

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# Exhibit A: Cost Proposal

6/14/2019

Brand	Model	Description	Qty	Cost	Subtotal	Sales Tax	Freight	Subtotal Extended	Total Labor	Total
AJA	HD5DA	HD SDI distribution amp	1	\$216.67	\$ 216.67	\$ 19.50	\$ 12.00	\$ 248.17	\$ 80.00	\$ 328.17
Apple	IPAD	wireless touch panel	3	\$346.32	\$ 1,038.95	\$ 93.51	\$ 15.00	\$ 1,147.45	\$ 720.00	\$ 1,867.45
Belden	#9451	audio wire, control wire	1	\$161.67	\$ 161.67	\$ 14.55	\$ 21.00	\$ 197.22	\$ 1,920.00	\$ 2,117.22
AJA	HDP3	mini converter up down cross HD for SDI to DVI-D	1	\$665.56	\$ 665.56	\$ 59.30	\$ 12.00	\$ 737.46	\$ 80.00	\$ 817.46
Creston	FT-TS600-B	flip top touch panel	3	\$2,500.00	\$ 7,500.00	\$ 675.00	\$ 36.00	\$ 8,211.00	\$ 1,440.00	\$ 9,651.00
Creston	CBLR2-HD	cable retractor HDMI	6	\$450.00	\$ 2,700.00	\$ 243.00	\$ 12.00	\$ 2,955.00	\$ 1,920.00	\$ 4,875.00
Creston	CBLRA-Insert-Blank	blank insert for flip top	6	\$30.00	\$ 180.00	\$ 16.20	\$ 22.00	\$ 218.20	\$ 288.00	\$ 506.20
Creston	CBLR2-Cat5e	cable retractor for cat5e	3	\$450.00	\$ 1,350.00	\$ 121.50	\$ 12.00	\$ 1,483.50	\$ 960.00	\$ 2,443.50
Creston	FTA-PWR-102	flip top ac power	3	\$160.00	\$ 480.00	\$ 43.20	\$ 12.00	\$ 535.20	\$ 480.00	\$ 1,015.20
Creston	AM-200	Airmedia	3	\$1,800.00	\$ 5,400.00	\$ 486.00	\$ 22.00	\$ 5,908.00	\$ 960.00	\$ 6,868.00
Creston	AMP-4600	amplifier 4 channel 600 watts per channel hi / lo	1	\$3,500.00	\$ 3,500.00	\$ 315.00	\$ 32.00	\$ 3,847.00	\$ 160.00	\$ 4,007.00
Creston	CP3N	control processor	1	\$2,600.00	\$ 2,600.00	\$ 234.00	\$ 18.00	\$ 2,852.00	\$ 320.00	\$ 3,172.00
Creston	DMC-4K-HDO	HDMI with audio output cards	4	\$1,800.00	\$ 7,200.00	\$ 648.00	\$ 12.00	\$ 7,860.00	\$ 192.00	\$ 8,052.00
Creston	DMC-4KZ-C	DM input cards	3	\$1,100.00	\$ 3,300.00	\$ 297.00	\$ 12.00	\$ 3,609.00	\$ 144.00	\$ 3,753.00
Creston	DMC-4KZ-CO-HD	2 channel DM output card	3	\$1,300.00	\$ 3,900.00	\$ 351.00	\$ 12.00	\$ 4,263.00	\$ 144.00	\$ 4,407.00
Creston	DMC-4KZ-HD	HDMI input card	2	\$800.00	\$ 1,600.00	\$ 144.00	\$ 12.00	\$ 1,756.00	\$ 96.00	\$ 1,852.00
Creston	DMC-SDI	SDI input card	1	\$1,200.00	\$ 1,200.00	\$ 108.00	\$ 12.00	\$ 1,320.00	\$ 48.00	\$ 1,368.00
Creston	DM-MD8X1-4K-C	8 x 1 switcher for Lecterns	3	\$3,500.00	\$ 10,500.00	\$ 945.00	\$ 36.00	\$ 11,481.00	\$ 960.00	\$ 12,441.00
Creston	DM-MD8X8-CPU3	matrix switcher 8 x 8	1	\$4,300.00	\$ 4,300.00	\$ 387.00	\$ 35.00	\$ 4,722.00	\$ 640.00	\$ 5,362.00
Creston	DM-RMC-4K-Scaler-C	scaler receivers DM for projectors and for flat panels	6	\$1,800.00	\$ 10,800.00	\$ 972.00	\$ 22.00	\$ 11,794.00	\$ 1,440.00	\$ 13,234.00
Creston	GLS-Part-CN	IR room sensors	2	\$700.00	\$ 1,400.00	\$ 126.00	\$ 12.00	\$ 1,538.00	\$ 480.00	\$ 2,018.00
Creston	Seros-SR6T-W-1-Each	surface mounted 6" 2 way 70V speakers	18	\$240.00	\$ 4,320.00	\$ 388.80	\$ 75.00	\$ 4,783.80	\$ 4,320.00	\$ 9,103.80
Creston	TSW-1060-W-S	touch panel - white 7"	3	\$2,000.00	\$ 6,000.00	\$ 540.00	\$ 65.00	\$ 6,605.00	\$ 720.00	\$ 7,325.00
Dia-Lite	29931L	Tensioned Contour Electrol with Paralax material 87" x 139"	3	\$5,180.00	\$ 15,540.00	\$ 1,398.60	\$ 331.00	\$ 17,269.60	\$ 5,760.00	\$ 23,029.60
Digital Projection	M Vision 18000	laser projector 18,000 lumens 16:10 native ( includes 5 year warranty)	3	\$33,351.67	\$ 100,085.00	\$ 9,007.65	\$ 75.00	\$ 109,167.65	\$ 1,200.00	\$ 110,367.65
Digital Projection	118-588	lens 2.0-4.0:1	3	\$4,661.67	\$ 13,985.00	\$ 1,258.65	\$ 36.00	\$ 15,279.65	\$ 240.00	\$ 15,519.65
iCE		HDMI cables for Lectern 2 meter	9	\$33.33	\$ 300.00	\$ 27.00	\$ 22.00	\$ 349.00	\$ 432.00	\$ 781.00
Lifetize	ICON 800	HD codec	1	\$13,646.67	\$ 13,646.67	\$ 1,228.20	\$ 12.00	\$ 14,886.87	\$ 160.00	\$ 15,046.87
Leviton		decora white 2 port plates	9	\$10.00	\$ 90.00	\$ 8.10	\$ 12.00	\$ 110.10	\$ 432.00	\$ 542.10
Liberty	24-4pSH	shielded cat 6 wire	4	\$665.00	\$ 2,660.00	\$ 239.40	\$ 31.00	\$ 2,930.40	\$ 7,680.00	\$ 10,610.40
Liberty	24-4P	cat 6 wire	3	\$298.33	\$ 895.00	\$ 80.55	\$ 31.00	\$ 1,006.55	\$ 5,760.00	\$ 6,766.55
PCD		Cat6 port snap connectors	12	\$13.33	\$ 160.00	\$ 14.40	\$ 12.00	\$ 186.40	\$ 768.00	\$ 954.40
PCD		shielded cat 6 port snap connectors	6	\$20.00	\$ 120.00	\$ 10.80	\$ 12.00	\$ 142.80	\$ 480.00	\$ 622.80
PCD		install OFE TV and mounts	3						\$ 1,920.00	\$ 1,920.00
PCD		Misc hardware, interconnect cables- HDMI, audio Network patch	1	\$530.00	\$ 530.00	\$ 47.70	\$ 18.00	\$ 595.70	\$ 480.00	\$ 1,075.70

PCD		Technician / Programming	1										\$	9,200.00	\$	9,200.00	\$	9,200.00		
PCD		Engineering	1											\$	9,600.00	\$	9,600.00	\$	9,600.00	
PCD		As Built Documentation	1											\$	3,200.00	\$	3,200.00	\$	3,200.00	
PCD		Training	1											\$	2,560.00	\$	2,560.00	\$	2,560.00	
PCD/ Crestron		1 training sessions along with video	1											\$	545.00	\$	545.00	\$	545.00	
		IPAD app	3		\$166.67	\$	500.00	\$	45.00					\$	10,922.00	\$	10,922.00	\$	10,922.00	
		DSP	3		\$3,333.33	\$	10,000.00	\$	900.00					\$	2,741.00	\$	2,741.00	\$	2,741.00	
OSC		network switch 24 port layer 3 POE + managed gigabit switch	1		\$2,500.00	\$	2,500.00	\$	225.00					\$	181.67	\$	181.67	\$	181.67	
OSC		software license for DSP	1		\$166.67	\$	166.67	\$	15.00					\$	85.68	\$	85.68	\$	85.68	
RDL		decora style floor mic plate	3		\$22.53	\$	67.60	\$	6.08					\$	915.25	\$	915.25	\$	915.25	
Shure		lectern microphone	3		\$275.00	\$	825.00	\$	74.25					\$	3,286.00	\$	3,286.00	\$	3,286.00	
Shure		wireless digital microphone bodypack transmitter	6		\$500.00	\$	3,000.00	\$	270.00					\$	3,521.57	\$	3,521.57	\$	3,521.57	
Shure		Hand Held digital wireless mic transmitters	6		\$535.71	\$	3,214.29	\$	289.29					\$	6,218.43	\$	6,218.43	\$	6,218.43	
Shure		digital wireless microphone receiver 4 channels	1		\$5,685.71	\$	5,685.71	\$	511.71					\$	1,417.43	\$	1,417.43	\$	1,417.43	
Shure		rechargeable battery for wireless mics	12		\$107.14	\$	1,285.71	\$	115.71					\$	160.00	\$	160.00	\$	160.00	
Shure		digital wireless microphone receiver 2 channels	1		\$2,842.86	\$	2,842.86	\$	255.86					\$	1,106.00	\$	1,106.00	\$	1,106.00	
Shure		8 bay charger for SB900 batteries ( wireless)	2		\$500.00	\$	1,000.00	\$	90.00					\$	787.46	\$	787.46	\$	787.46	
Shure		Omnidirectional lapel microphone for wireless bodypack	6		\$118.57	\$	711.43	\$	64.03					\$	480.00	\$	480.00	\$	480.00	
Surgex		flat pack with IP control for displays	6		\$613.78	\$	3,682.70	\$	331.44					\$	240.00	\$	240.00	\$	240.00	
Surgex		15 amp surge protection and battery back up	1		\$1,300.00	\$	1,300.00	\$	117.00					\$	640.00	\$	640.00	\$	640.00	
Vaddio		production view control console	1		\$2,442.86	\$	2,442.86	\$	219.86					\$	13,510.90	\$	13,510.90	\$	13,510.90	
Vaddio		Roboshot 30E SDI PTZ cameras	3		\$4,118.93	\$	12,356.79	\$	1,112.11					\$	2,258.68	\$	2,258.68	\$	2,258.68	
Vaddio		AV Bridge for video conferencing	1		\$2,052.00	\$	2,052.00	\$	184.68					\$	480.00	\$	480.00	\$	480.00	
Wolfvision		doc cameras	3		\$5,650.00	\$	16,950.00	\$	1,525.50					\$	19,000.50	\$	19,000.50	\$	19,000.50	
PCD		contract bond fees, permits	1											\$	8,300.00	\$	8,300.00	\$	8,300.00	
PCD																			\$	412,191.84

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