

**SIXTH AMENDMENT  
TO GENERAL SERVICES AGREEMENT NUMBER F000913  
WITH DAY MANAGEMENT CORPORATION  
DBA DAY WIRELESS SYSTEMS**

This Sixth Amendment to Agreement number F000913, dated April 21, 2015, ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Santa Rosa, a municipal corporation ("City"), and Day Management Corporation dba Day Wireless Systems, an Oregon Corporation ("Contractor").

**RECITALS**

- A. City and Contractor entered into the Agreement for Contractor to provide maintenance and repairs of City-wide radios and related electronic equipment, as previously amended by the fifth amendment.
- B. City and Contractor now desire to amend the Agreement for the purpose of revising the scope of work, extending the term of the Agreement for one year with no increase in unit cost, and increasing compensation.

**AMENDMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

1. SCOPE OF SERVICES

Exhibit A-2 to the Agreement is replaced by Exhibit A-3 to this Amendment.

2. TERM, SUSPENSION, TERMINATION

Pursuant to Section 6(a) of the Agreement, the parties hereby agree to extend the term of the Agreement for an additional one year.

2. COMPENSATION

Section 4 of the Agreement is amended to increase the compensation payable to Contractor under the Agreement by \$125,000 to read as follows:

"The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in Exhibit A-3 shall not exceed the total sum of \$674,826.14. The Chief Financial Officer is authorized to pay all proper claims from Various Charge Numbers."

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

**CONTRACTOR:**

**CITY OF SANTA ROSA**  
a Municipal Corporation

Name of Firm: Day Management Corporation  
dba Day Wireless Systems

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

TYPE OF BUSINESS ENTITY (check one):

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

- Individual/Sole Proprietor  
 Partnership  
 Corporation  
 Limited Liability Company  
 Other (please specify: \_\_\_\_\_)

Title: Mayor

APPROVED AS TO FORM:

Signatures of Authorized Persons:

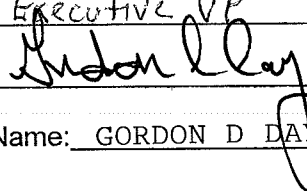
\_\_\_\_\_  
Office of the City Attorney

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

ATTEST:

Print Name: Brent McGraw

Title: Executive VP

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

\_\_\_\_\_  
City Clerk

Print Name: GORDON D DAY

Title: PRESIDENT

City of Santa Rosa Business Tax Cert. No.

06502896

## **EXHIBIT A-3**

### **SCOPE OF WORK**

The City of Santa Rosa requests proposals from qualified contractors for the purpose of furnishing a firm fixed price contract for the maintenance and repair of the City's fixed and mobile voice and data radio systems. The Contractor shall provide to the City all qualified labor, materials, repair facilities, replacement parts, equipment, transportation and travel time necessary for performance of the contract work as described below:

a) **Maintenance**

Contract radio maintenance shall include all parts, labor and travel required to maintain and repair the City's fixed, mobile and portable radios, bases, repeaters, receivers, voters, antennas, transmission lines and SRPD Communications Center radio electronic systems that have become defective through normal wear and use. The Contractor shall perform this service for a fixed annual fee invoiced monthly for each electronic device covered by the maintenance contract. Maintenance shall also include one (1) annual preventative maintenance check on all contract equipment City-wide covered under this contract, including annual antenna and transmission line inspection and testing. The Contractor will report to City on equipment condition, equipment found not to be compatible with the FCC narrow-banding mandate, repair work performed by the contractor and an inventory report of City owned equipment. The Maintenance contract shall cover the Motorola Gold Elite software and the Motorola L3243 Gold Elite Server to the demarc points at the integration hub. Any equipment replaced or removed from the system for disposal is the property of the City of Santa Rosa and is not to leave premises without written consent from the City Purchasing Agent.

b) **Removal and Installation of Mobile Radio Equipment**

The Contractor shall perform the removal and installation of City owned mobile radio equipment and related electronics in City vehicles and equipment as requested by department. This work will be performed as needed and may include removing radio equipment from vehicles, transferring existing equipment from one vehicle to another, installing existing equipment from City inventories or installing equipment newly purchased by the City. The Contractor shall provide the labor, tools, equipment, transportation and spare parts necessary to perform this work on City premises.

c) **Repairs and Modifications of Radio Systems**

The City may require the Contractor's services to perform repairs to radio equipment not covered by the maintenance agreement and to modify or expand existing fixed infrastructure systems or to perform repairs not covered by the maintenance section of the contract. This work is typically performed by the Contractor and billed to the City on

a time and materials basis. Any such work requires prior approval of the City and a written proposal submitted by the Contractor detailing the costs for labor and materials.

**ATTACHMENT D**

**MINIMUM SPECIFICATIONS FOR  
RADIO EQUIPMENT MAINTENANCE,  
REPAIRS AND INSTALLATION**

**GENERAL:** The Contractor shall comply with the following Minimum Specifications during the term of the agreement. Any deviations or exceptions to the Minimum Specifications must be noted in the Bidders proposal.

**MAINTENANCE:** The contractor shall provide maintenance for the City of Santa Rosa's communications equipment described in Attachment C attached to the Request For Proposals. Maintenance shall include the labor and parts required to repair equipment, which has become defective through normal wear and usage. Maintenance shall not include the repair or replacement of equipment which otherwise becomes defective, including damage caused by accidents, misuse or abuse of equipment, fire and water damage. Material and parts costs shall also be included in after hours and/or emergency call-outs. The City reserves the right to add or delete items from the maintenance schedule at any time during the contract period. Contractor will be required to provide City with written documentation for all maintenance and/or repair visits.

**MAINTENANCE STANDARDS:**

1. All equipment shall be maintained in working order to manufacturer's specifications.
2. Exact Motorola, Kenwood, Bendix/King, ICOM and other specified equipment replacement parts shall be used in the repair of the designated manufacturer's equipment. For other equipment, parts supplied by the equipment manufacturer, or parts of equal quality shall be used.
3. Oil, water, dust and foreign substances shall be removed from the equipment.
4. Preventative maintenance shall be performed one time annually during each year of the contract term on every piece of radio equipment covered by the maintenance agreement.

Preventative maintenance shall include as a minimum:

- a) Physical inspection of equipment, housings, antennas, cables, etc. Adjustments or corrections will be made as required.
- b) Measure transmitter power output and adjust to rated output as necessary.
- c) Measure and adjust receiver sensitivity.
- d) Measure and adjust CTCSS/DCS system as required.
- e) Take any other corrective action to bring equipment up to manufacturer's specifications.
- f) Technician to apply adhesive backed label to equipment with preventative maintenance service date and technician's initials.

- g) Preventative maintenance checks on all radio equipment covered by the maintenance agreement shall be completed within six months of the date of the Contractor's Notice to Proceed and according to the Scope of Work found in Attachment B thereafter during the term of the agreement.
  - h) Technician shall provide a written report to the City Departmental Equipment Coordinator of any deficiencies in the radio equipment or its installation found during the maintenance checks that are not covered by the maintenance agreement and need to be corrected for proper radio performance, including defective batteries, damage, missing parts, loss of power, microphone or antenna problems, etc.
5. Power output of all transmitters shall be maintained within ten percent (10%) of the manufacturer's rated output power unless directed otherwise by the City.

**REMOVAL & INSTALLATION:** The contractor shall remove and install, when requested, various types of communication equipment (new or used) for the City of Santa Rosa. This work is included in the Request For Proposals (RFP) under Attachment C, Part II. The work shall be performed at the various locations listed under LOCATION OF WORK or other locations as deemed necessary by the City and will be coordinated directly by a City Department Equipment Coordinator. A specific City Departmental Equipment Coordinator for each City department will be identified at a meeting between the City and Contractor after award of contract and prior to commencement of Contract. All removal and installation of City communication equipment shall be performed during normal working hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, unless otherwise specified by the City.

**NOTE: FOR VEHICLE INSTALLATION ONLY, THE EQUIPMENT INSTALLER IS REQUIRED TO GET PRIOR APPROVAL FROM A CITY DEPARTMENT EQUIPMENT COORDINATOR FOR THE LOCATION OF RADIO POWER SOURCE HOOK-UP. THERE WILL BE NO EXCEPTION TO THIS REQUIREMENT.**

All communication equipment that is removed from city vehicles or other installations shall be clearly identified (tagged) as to which vehicle or location the equipment is being removed from. Immediately after removal said equipment is to be returned to the Department Equipment Coordinator for that equipment.

**LOCATION OF WORK:** Maintenance and repair work may be performed at the following locations. However, the City reserves the right to have said work performed at other locations if deemed necessary:

1. Water Reservoir # 5 Tower/Repeater Site
2. Rockridge System Base Station/Tower/Repeater Site
3. Bethlehem Towers Repeater Site
4. Police Department  
Public Safety Building - 965 Sonoma Avenue
5. Fire Department  
Public Safety Building - 955 Sonoma Avenue  
Station #2 - 65 Stony Point Road

Station #3 - 3311 Coffey Lane  
Station #4 - 1775 Yulupa Avenue  
Station #5 - 3480 Parker Hill Road  
Station #6 - 205 Calistoga Road  
Station #7 - 6590 Stonebridge Drive  
Station #8 - 830 Burbank Avenue  
Station #10 - 2373 Circadian Way  
Station # 11 - 550 Lewis Road  
Fire Training Tower - 2126 West College Avenue  
Rincon Valley Fire Station No. 4 - 207 Todd Road

6. Public Works  
Municipal Services Center South - 69 Stony Circle  
Municipal Services Center North - 55 Stony Point Road
7. Police Department  
Public Safety Building - 965 Sonoma Avenue
8. Utilities  
Municipal Services Center South - 69 Stony Circle  
Municipal Services Center North - 55 Stony Point Road  
Geyser Building - 35 Stony Point Road  
Laguna Treatment Plant - 4300 Llano Road
9. Transit Operations Center - 45 Stony Point Road  
Municipal Services Center North - 55 Stony Point Road

**REPAIR RECEIPTS:** The Contractor's radio technician that performs repairs, removals and installations for vehicles that are performed at the various City locations must include on the delivery ticket the vehicle's City ID #, vehicle license number, VIN #, City department charge number if known and be signed by a City Department Equipment Coordinator or an authorized City employee. Repair tags that are not signed by the City Department Equipment Coordinator or his/her representative will not be paid until such work verification is obtained. This requirement will be discussed in detail after award of contract, at a contract pre start-up meeting.

**INSTALLATION STANDARDS:**

1. Standards of good workmanship shall apply.
2. Housings shall be securely mounted in such a manner so as to prevent them from coming loose.
3. All cables shall be securely arranged, taped or tied where necessary, and positioned in such a manner so as to protect them from damage.
4. Microphone cases and control heads shall be cleaned to prevent an accumulation of dust, grease or other foreign matter.
5. The control head shall be checked and any defective controls or lamps replaced.
6. Reflected power of the transmitter antenna system shall be measured and corrected where necessary to provide an optimum power output and transmitter antenna match.

7. Measure and adjust transmitter frequency and modulation and receiver sensitivity.

**IN-SHOP REPAIR WORK:** Where it is required to have repair work performed in the contractor's repair shop, the contractor will make arrangements with a City Department Equipment Coordinator for pickup of the equipment by the contractor within 24 hours after the contractor has received notification of said repair. All equipment under this provision must be repaired and returned to the City within three (3) business days of its pickup. If repair is delayed due to parts that are on back order or for other reasons, the Department Equipment Coordinator for that equipment must be informed immediately of said delay. Contractor shall make available to the City, if needed, loaner equipment for delayed repairs. Contractor shall be required to monitor the status of all repairs sent to the factory and/or Depot and advise the City of the equipment's repair schedule and return date. The contractor shall state in their response to the RFP their average repair turnaround time for factory/depot repairs. The City will pay shipping cost for sending an item to a warranty repair center.

**REPEAT REPAIRS:** Should a radio or other equipment require repair for the same problem more than twice within a 30-day period the City Department Equipment Coordinator shall be notified prior to proceeding with the third repair. Repeat repairs indicate that the radio is beyond repair or the first two repairs were deficient. If it is determined that a repair deficiency exists, the City reserves the right have the repair performed by others and the cost charged back to the contractor.

**STATUS OF REPAIRS AND INSTALLATIONS:** The contractor will be required to notify the City Department Equipment Coordinator immediately of any delay of repair of equipment that will exceed the time period specified in the "IN-SHOP REPAIR WORK" provision above.

**HOURS OF WORK & RESPONSE TIME:** The contractor shall maintain Police, Fire, and all other City Departmental equipment (excluding Transit) including fixed equipment during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, including holidays observed by the City. Response times for non-emergency repairs of fixed radio equipment, repair of portable and mobile radio systems shall be within four (4) hours, and site visit will be coordinated with Service Requester and Day Wireless. Calls for service outside of these time periods will be billed on an after- hours rate indicated in the Contractors Cost Proposal. The Contractor's service technician is required to respond to emergency service calls by telephone within thirty (30) minutes with an estimated arrival time and arrive on-site at the City within four (4) hours from time of the call.

**NOTE:** There shall be no exception to this requirement. Should the Contractor be delayed in meeting the specified response times, the Contractor shall notify the City representative who is requesting service of the delay and anticipated time of arrival within one (1) hour of the City's call for service. All emergency calls will need to be initiated by phone to Day Wireless Benicia office. All emailed service requests will be considered non-emergency.

**HOURS OF WORK & RESPONSE TIME FOR TRANSIT:** The contractor shall maintain Transit Department equipment, including all other fixed equipment between the hours of 8:00 A.M. and 5:00 P.M., 7 days a week, including holidays observed by the City. Repair calls placed after 1:00 P.M. must be responded to prior to 12:00 P.M. the following day and are not considered an emergency. The Contractor's service technician is required to respond to emergency service calls by telephone within thirty (30) minutes with an estimated arrival time and arrive on-site at the City within four (4) hours from time of the call. **NOTE:** There shall be no exception to this requirement. Should the Contractor be delayed in meeting the specified response times, the



Contractor shall notify the City representative who is requesting service of the delay and anticipated time of arrival within one (1) hour of the City's call for service. All emergency calls will need to be initiated by phone to Day Wireless Benicia office. All emailed service requests will be considered non-emergency.

**COMMUNICATIONS CENTER:** After award of contract, the contractor shall arrange for an onsite inspection(s) of the City's Communications Center Motorola located at the City's Public Safety Building, 965 Sonoma Avenue, Santa Rosa, CA. Said inspection(s) are for the purpose of completely understanding the Communications Center radio systems operational function and shall be as many as may be required to fully understand the system's functionality and to enable the Contractor to quickly diagnose and make repairs in time of system failure. The contractor will coordinate with the Police Department Communications Manager at (707) 543-3668 for on-site visits within ten (10) days after receipt of the City's contract notice to proceed. All costs associated with said inspections will be the responsibility of the contractor.

**NOTIFICATION OF DELAY IN RESPONSE TIME:** The Contractor will make every effort to provide same day response to service calls, including field repair work, that are placed prior to 10:00 A.M. that same day. Exclusions to this requirement are 1) emergency calls from Public Safety; 2) emergency calls from Transit. If there will be a delay in responding, the contractor must notify the City Department Equipment Coordinator immediately of the delay. Contractor must always request a return call telephone number from the requesting party.

**MODIFICATION OF RADIO SYSTEMS:** The contractor may be requested by the City to participate in major modifications or installation of improvements to its radio systems. This work will be scheduled at the mutual convenience of the contractor and the City. The City reserves the option to solicit competitive quotes on all modifications.

**CONTRACT UTILIZATION REPORT:** The Contractor will be required to provide the City with computer generated maintenance, repair, removal, installation, and reinstallation reports of all communication equipment serviced under the contract. A report will be generated in listing Department utilizing the contract on a semi-annual basis with the first report due on or before the end of the seventh calendar month after the Contractor's Notice to Proceed.

The minimum information requested in the report is as follows:

1. Equipment type (e.g. repeater, portable, mobile etc).
2. City department and division (e.g. Public Works Engineering Division).
3. City property tag number. Where not available, equipment serial number will be required.
4. Equipment location, such as City vehicle I.D. number for mobiles, City Department/Division for portables and locations for fixed equipment.
5. Description of work performed (e.g. repair, installation, removal, etc.).
6. Total dollar amount for work. If the repair is covered by the maintenance agreement, provide a total value based on the time & materials rate.
7. Date work was performed.
8. Number of times equipment has been previously serviced or repaired by Contractor.

**EQUIPMENT INVENTORY REPORT:** Contractor shall inventory all contract equipment once each calendar year during the term of the contract. Manufacturer, model number, serial number

and/or radio I.D. and location shall identify each item of equipment. Contractor shall furnish the City with a digital file (MS Excel or Word preferred) with the inventory list on or before the end of the eighth calendar month of the term of the agreement.

**PENALTIES:** Contractor shall incur a flat rate penalty fee of \$100 per occurrence to be deducted from subsequent contract monthly billing for any of the following:

1. Failure to perform equipment repairs within the three (3) business day time period specified under the contract.
2. Failure to advise City Department Equipment Coordinator of delays in equipment repairs.
3. Failure to advise City Department Equipment Coordinator of delays in response time to services calls.
4. Failure to provide contract utilization and equipment inventory reports by the deadline.

A penalty will be assessed for any deficiency or combination deficiencies which occur more than twice over a two month (2) month period. The City will provide written notice to the Contractor of deficient performance prior to the assessment of penalties. The City Purchasing Agent will have final determination on the assessment of penalties against the Contractor.