Title: Agreement: Council Chambers Audio Video Upgrade

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or the City Manager’s designee to award a Non-Professional Service Agreement to Signal Perfection Ltd for the purchase and installation of audio-visual equipment to upgrade the City of Sacramento’s Council Chambers for an amount not-to-exceed $403,673.

Contact: Manuel Martinez, IT Supervisor, (916) 808-8785; Darin Arcolino, IT Operations Manager, (916) 808-0403, Information Technology

Presenter: None

Attachments:
1-Description/Analysis
2-Agreement
Description/Analysis

Issue Detail: The Council Chamber’s existing presentation and audio video control system has reached its useful life and needs to be upgraded in order to support audio visual presentations and broadcasting functionality of public meetings. The audio video control system upgrade will include converting the video and audio recorders from an analog to a digital format and integration of the High-Definition Multimedia Interface ("HDMI") on the dais podium and control room touch screen monitors.

A Request for Proposal (P18071011005) process was utilized to identify vendors that provide audio visual upgrade and implementation services. An evaluation team reviewed the three proposals submitted and determined that Signal Perfection’s ("AVI SPL") proposal was the most responsive proposal that best met the City’s needs. One of the proposals was deemed non-responsive.

Staff recommends that the City Council authorize the City Manager or the City Manager’s designee to execute a professional services agreement with AVI SPL in the amount of $403,673. City Council authorization to execute the agreement is required as the amount of the agreement is greater than $100,000. (Sacramento City Code section 3.56.090.)

Policy Considerations: The recommendations in this report are consistent with the provisions of Sacramento City Code chapter 3.56, Purchasing of Supplies and Services.

Economic Impacts: None.

Environmental Considerations: The report does not constitute a “project” and is therefore exempt from the California Environmental Quality Act ("CEQA") (CEQA Guidelines Sections 15061(b)(3);15378(b)(2)).

Sustainability: Under Phase 1 of the City of Sacramento’s Climate Action Plan, all applicable “Green” technology initiatives will be considered prior to the purchase of audio visual equipment and services.

Commission/Committee Action: Not Applicable.

Rationale for Recommendation: This upgrade will allow the City Hall Council Chambers to operate with the highest level of reliability. By upgrading the presentation interfaces, it will allow our citizens, staff, and councilmembers to share presentations using various technological mediums such as laptops, mobile phones, and tablets. Lastly, the replacement of
the touch displays will provide the ability to customize the programming to better suit Council and the additional committees, commissions, and boards using the facility.

Financial Considerations: On October 23, 2018, City Council adopted Resolution C2018-1575, that authorized the City Manager or his designee to enter into an Interagency Award Agreement with the Sacramento Metropolitan Cable Television Commission (SCMTC) to receive funding and reimburse the City for the upgrade of the Council Chambers using Public, Educational, and Governmental (PEG) funds. The total cost of the technical upgrade is $403,673, and there is sufficient funding in the Council Chamber/Hearing Room CIP A07001000 (Fund 3702).

Local Business Enterprise (LBE): Signal Perfection, Ltd is an LBE.
THIS AGREEMENT is made at Sacramento, California, as of ______________, by and between
the CITY OF SACRAMENTO, a municipal corporation ("CITY"), and

Signal Perfection, Ltd.
9332 Tech Center Dr., Suite 200
Sacramento, CA 95826

(“CONTRACTOR”), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

   - Invitation to Bid
   - Instructions to Bidders
   - Contractor’s Bid Proposal Form
   - Technical Specifications
   - Local Business Enterprise (LBE) Requirements*
   - Living Wage Requirements for Nonprofessional Service Agreements*
   - Requirements of the Non-Discrimination in Employee Benefits Code*
   - Ban-The-Box Requirements*

   *The above documents followed by an asterisk (*) can be viewed at [http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements)

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide the services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) CONTRACTOR notifies CITY and CITY agrees that the services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager’s authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for CONTRACTOR to perform services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

5. **General Provisions.** The General Provisions set forth in Exhibit D, which include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over those terms or conditions.

6. **Wage Requirements.** This Agreement may be subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. A summary of the requirements of Sacramento City Code Chapter 3.58, entitled “Living Wage Requirements for Nonprofessional Service Agreements,” can be viewed at: [http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements). By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.58. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR’s compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.58 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.58, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.58. In addition, for services that constitute “public works” under California Labor Code section 1720 et seq., payment of the prevailing rate of wages is required as indicated in Exhibit A, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.

7. **Non-Discrimination in Employee Benefits.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled “Requirements of the Non-Discrimination in Employee Benefits Code,” can be viewed at: [http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements). By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of
Sacramento City Code Chapter 3.54. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR’s compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies.

8. **Considering Criminal Conviction Information in the Employment Application Process.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements of Sacramento City Code Chapter 3.62, entitled “Ban-The-Box Requirements,” can be viewed at: [http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements](http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements). By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR’s compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.

9. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

10. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.
Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: ________________________________

Print name: __________________________

Title: ________________________________

For:  Howard Chan, City Manager

ATTEST:

______________________________  City Clerk

APPROVED AS TO FORM:

______________________________  City Attorney

Attachments

Exhibit A  Scope of Services
Exhibit B  Fee Schedule/Manner of Payment
Exhibit C  Facilities/Equipment Provided
Exhibit D  General Provisions
CONTRACTOR:

Signal Perfection, LTD, subsidiary of AVI-SPL, Inc

NAME OF FIRM

52-1760942
Federal I.D. No.

21-67813
State I.D. No.

1033503

TYPE OF BUSINESS ENTITY (check one):

_____ Individual/Sole Proprietor

_____ Partnership

_____X_____ Corporation (may require 2 signatures)

_____ Limited Liability Company

_____ Other (please specify: ____________________________)

Signature of Authorized Person

__________________________
Steve Benjamin, Executive Vice President
Print Name and Title

Additional Signature (if required)

__________________________
Print Name and Title
EXHIBIT A
NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

   The CITY Representative for this Agreement is:

   Manuel Martinez
   915 I Street, 3rd Floor
   Sacramento, CA 95814
   916-808-8785/mmartinez@cityofsacramento.org

   All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative’s designee.

   The CONTRACTOR Representative for this Agreement is:

   Frank Saitta
   9332 Tech Center Dr.
   Sacramento, CA 95826
   916/719-0038/frank.saitta@avispl.com

   All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address or e-mail address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Scope of Services.

   [Describe services to be provided here, or, if scope of services is described in an attachment, label the attachment “Attachment 1 to Exhibit A” and include the following sentence:]

   The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. Time of Performance. The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the Scope of Services.

4. Public Works Requirements. [To be completed by the City Representative:]

   The services provided under this Agreement constitute “public works” under California Labor Code section 1720 et seq. and are either [check one if applicable]:

   __________ Construction work in an amount exceeding $25,000; or
________ Alteration, demolition, repair, or maintenance work in an amount exceeding $15,000.

If either line is checked above, this Agreement is subject to the following requirements:

A. Payment of Prevailing Wages: The provisions of Sacramento City Code section 3.60.180 require, among other things, that CONTRACTOR and every lower-tier subcontractor pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

B. DIR Registration: California Labor Code Section 1725.5 requires the CONTRACTOR and all lower-tier subcontractors performing public works services to be currently registered with the California Department of Industrial Relations (DIR), as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5. The CONTRACTOR shall list the CONTRACTOR’s current DIR registration number, and the current DIR registration number of all lower-tier subcontractors, below:

CONTRACTOR’s DIR No. 1000013888
Subcontractor name: ____________________________ DIR No. ____________
Subcontractor name: ____________________________ DIR No. ____________
Subcontractor name: ____________________________ DIR No. ____________

Further information can be found on DIR’s website at http://www.dir.ca.gov/Public-Works/Contractors.html. The above summary is provided solely for informational purposes, and does not in any way affect the CONTRACTOR’s and subcontractors’ obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to every lower-tier subcontractor.
EXHIBIT B
NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. CONTRACTOR’s Compensation. The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the “Services”), and for all authorized Reimbursable Expenses, shall not exceed the total sum of $403,672.72.

2. Billable Rates. CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. [Attach list of billable rates that apply, labeled “Attachment 1 to Exhibit B”.]

3. CONTRACTOR’s Reimbursable Expenses. Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. Payments to CONTRACTOR.

A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR’s invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

B. All invoices submitted by CONTRACTOR shall contain the following information:

(1) Job/Project Name
(2) CITY’s current Purchase Order Number
(3) CONTRACTOR’s Invoice Number
(4) Date of Invoice Issuance
(5) Work Order Number (if applicable)
(6) CITY representative identified on the Purchase Order
(7) CONTRACTOR’s remit address for payment
(8) Description of services billed under Invoice
(9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
(10) Total Billed to Date under Agreement

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR’s failure to comply with the invoice format described above.
D. Submitting Invoices:

(1) Email. Submit email invoices and any attachments to:

apinvoices@cityofsacramento.org

(2) Postal mail. If emailing invoices and attachments is not an option, mail to:

A/P PROCESSING CENTER
CITY OF SACRAMENTO
915 I ST FL 4
SACRAMENTO CA 95814-2608

5. Additional Services. Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing the Additional Services is approved by CITY in accordance with CITY’s Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

6. Accounting Records of CONTRACTOR. During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR’s costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR’s Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. Taxes. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR’s compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR’s breach of this Section 7.
EXHIBIT C
NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [check one]  ____ Not furnish any facilities or equipment for this Agreement;

or

X ____ Furnish the following facilities or equipment for the Agreement [list, if applicable]:

Workspace in council chambers to deliver, unpack and set up equipment for installation
1. Independent Contractor.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR’s employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR’s assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR’s employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term “Services” shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR’s sole discretion based on the CONTRACTOR’s determination that such use will promote CONTRACTOR’s efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR’s assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform
2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR 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.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR’s obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party’s performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR’s personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR’s personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR’s performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as “City Information”) that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30.
violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. **CONTRACTOR Information.**

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term “information” shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party’s trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY’s failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR’s proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked “trade secret” when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff’s attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual “trade secret” designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated “trade secret” by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.
8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR’s profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR’s profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR’s staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR’s performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

1. CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

2. CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.
10. Indemnity.

A. **Indemnity:** CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY’s staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “Liabilities”), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. **Insurance Policies; Intellectual Property Claims:** The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY’s rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR’s insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. **Minimum Scope & Limits of Insurance Coverage**

(1) **Commercial General Liability Insurance** providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities...
performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) **Automobile Liability Insurance** providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

“I certify that a motor vehicle will not be used in the performance of any work or services under this agreement.” ________ (CONTRACTOR initials)

(3) **Excess Insurance**: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

(4) **Workers’ Compensation Insurance** with statutory limits, and **Employers’ Liability Insurance** with limits of not less than one million dollars ($1,000,000). The Workers’ Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers’ Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

No Workers’ Compensation insurance shall be required if CONTRACTOR completes the following certification:

“I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers’ Compensation insurance.” __________ (CONTRACTOR initials)
B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

(2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) CONTRACTOR’s insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR’s insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

(3) Coverage shall state that CONTRACTOR’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests’ rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
(2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento  
c/o EXIGIS LLC  
P.O. Box 4668 ECM- #35050  
New York, NY 10168-4668  

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.com

(3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled “Equal Opportunity in Federal Employment”, as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the “Regulations”.

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR’s obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall
permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. Entire Agreement. This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

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

15. Waiver. Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. Enforcement of Agreement. This Agreement 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 Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento 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 courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY’s written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

   A. **Use Tax Direct Payment Permit:** For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization (“SBE”) in accordance with the applicable SBE criteria and requirements.

   B. **Sellers Permit:** For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

   C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.
ATTACHMENT 1 TO EXHIBIT A

SCOPE OF SERVICES

I. This Attachment 1 to Exhibit A (“Attachment”) supplements and incorporates by this reference the agreement between the City of Sacramento (“CITY”) and Signal Perfection Ltd. (“CONTRACTOR”) to design the integration of the AV system in the Council Chambers (“Project”), (the “Agreement”). The Attachment 1A is the Scope of Services for the Agreement. In the event of a conflict between the provisions of the Agreement and this Attachment 1A, the provisions of this Attachment 1A shall prevail. The words or phrases in the Agreement shall have the same meaning herein, unless otherwise defined in this Attachment 1A.

II. TIME OF PERFORMANCE. The Agreement shall be effective on the date identified on the first page of this Agreement (the “effective date”) and expire on December 31, 2019, unless otherwise extended or terminated earlier in accordance with this Agreement. The CONTRACTOR shall perform the Services under this Agreement after the effective date and complete the Services on or before the day the Agreement expires.

III. DEFINITIONS. The following definitions shall apply in this Agreement:

a. “Computer-Aided design” or “CAD” means a software that is used by architects, engineers, drafters, artists, and others to create precision drawings or technical illustrations. It is a software that engineers 3D models of 2D drawings of physical components. Also, it can be used throughout the engineering process from conceptual design and layout of products, through strength and dynamic analysis of assemblies.

b. “Engineering Design” means the design in the early phase of the project where the key features, structure, criteria for success, and major deliverables are all planned out.

c. “Punch list items” means outstanding items, actions items, or requirements to purchase, to install, or to be completed by CITY or CONTRACTOR.

d. “System Integration” means the process of bringing together the component sub-systems into one specific system for a project.

IV. DELIVERABLES. CITY shall be granted all right, title, and interest in and to the reports, graphs, charts, and other documentation CONTRACTOR develops pursuant to providing the services herein and deliverables identified (collectively “deliverables”). CITY shall have no restrictions on CITY’s use or dissemination of the deliverables. Notwithstanding any other provision of the Agreement,
"deliverables" does not include CONTRACTOR’s software documentation or code in any format. All right, title and interest in and to the services and the underlying software and any and all modifications, derivative works or innovations of the services or the software, including all intellectual property rights embodied therein, shall be retained in full by the owner. CONTRACTOR shall deliver to the CITY the deliverables in a timely manner as outlined by this Agreement. Shipment of the deliverables shall be at the CONTRACTOR’s expense. CONTRACTOR shall procure adequate insurance to cover any loss during shipment at CONTRACTOR’s expense. All copies of the deliverables provided or prepared under this Agreement shall be the property of the CITY. All deliverables shall be provided to the CITY in writing and in plain English.

V. PROJECT OVERVIEW. CONTRACTOR will provide the CITY information security assessment and consulting services. The services described herein shall be the scope of the Services for the Agreement. The project includes: engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the City’s premises, all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL’s site.

VI. PURCHASE OF SUPPLIES. Pursuant to this Agreement, the CITY is purchasing the supplies identified in this section from CONTRACTOR. The purchase, delivery, acceptance, and other related terms shall be pursuant to the terms provided in this Agreement. The supplies include the following: cable, connectors, hardware, switches, relays, terminal blocks, panels, and equipment to complete an operational system.

VII. SCOPE OF SERVICES. CONTRACTOR shall provide the Services identified herein.

a. Installation of supplies. Pursuant to this Agreement, CONTRACTOR shall install the supplies identified in section VI in the CITY’s New City Council Chambers.

b. Proposal and System Design Phase. CONTRACTOR shall conduct an initial detailed consultation and needs analysis with key CITY stakeholders, as identified by the CITY, to gain a thorough understanding of the CITY’s needs, objectives and success criteria. CONTRACTOR shall use this information to develop a proposed system solution to the project subject to the CITY’s review and acceptance.

   i. CONTRACTOR shall verify and identify the initial design concepts for the project through examination of the CITY’s desired capabilities, architectural, and environmental considerations.

   ii. CONTRACTOR shall identify and define the tasks needed to perform the Services.

   iii. CONTRACTOR shall identify and recommend to the CITY which equipment, hardware, and software are appropriate to allow system design performance.
iv. CONTRACTOR shall provide any and all value engineering and performance enhancement recommendations.

c. **Deliverable.** The result of this proposal and systems design phase is a system designed specifically to meet the requirements and needs that are unique to the CITY.

VIII. **Delivery Process Flow Phase.** This phase is critical to ensuring a seamless integration of the specified system.

IX. **Project Delivery Phase.** During project delivery, the CONTRACTOR’s System Integration (“SIG”) Operations Workflow contains distinct process steps start to finish as noted below.

a. CONTRACTOR shall complete internal and external kick off requirements to review the project:

   i. Scope of work and design,
   ii. the Agreement’s parameters, including terms and conditions,
   iii. City stakeholder reporting and communication,
   iv. Schedule (including all project tasks and timelines),
   v. Submittal requirements,
   vi. Procurement plan,
   vii. Risk identifiers,
   viii. Site safety and security,
   ix. Change management procedures, and
   x. Acceptance test plan parameters.

b. CONTRACTOR shall identify all final construction or field coordination requirements for the project including floor, reflected ceiling, riser diagrams and furniture requirements.

c. **Deliverables.** CONTRACTOR shall provide the following deliverables: CITY with Audio-visual design or drawings including audio, video, or control signa flow and equipment rack elevations; provide a user interface design; and create the source code for the system based on the design as agreed upon.

X. **Testing.** CONTRACTOR shall test and the CITY Council Chamber’s Audiovisual systems in CONTRACTOR’s site or facility, based upon acceptance test plan parameters identified in section IV, Deliverables.

a. CONTRACTOR shall complete all field installation of cable and equipment, based on project scope and schedule requirements, as agreed to by CITY.

b. CONTRACTOR shall test and bring the completed system into working condition in the field, based upon acceptance test plan parameters, identified in section IV, Deliverables.

c. CONTRACTOR shall document and address any punch list items, upon CITY
inspection, following final commissioning.
d. CONTRACTOR shall demonstrate full operation of the system to the CITY and train the CITY staff on the proper use, care and basic troubleshooting of the systems provided.
e. CONTRACTOR shall provide final close out (as-built) deliverable documentation including:
i. As-Built Drawings,
ii. Final acceptance test plan document,
iii. Programming source code,
iv. Project serial numbers and equipment information, and
v. Acquire the applicable CITY sign off or approval on the system for final invoicing and start of the applicable service term.

XI. **Project Delivery.** During project delivery CITY shall:
   a. Adhere to tasks/milestones as noted in the agreed to project schedule.
   b. Coordinate with CONTRACTOR regarding any network requirements and information.
   c. Provide CONTRACTOR with logos and specific color requirements of the CITY for the control system user interface.
   d. Sign-off and approve on the user interface design, if such design meets the requirements of the CITY.
   e. Upon completion of the system installation and testing, inspect the system and provide conditional and/or final acceptance of the system, based upon the agreed upon scope of work.
      Provide final sign off of the system upon completion, if such completion meets the requirements of the CITY.

XII. **Project Coordination and Site Installation.** CONTRACTOR shall designate a Project Manager, who will be the main contact for directing and managing all project coordination with all project stakeholders; both externally and internal to the project team. The CONTRACTOR is responsible for attending project calls/meetings for the project duration and consistent communication with CITY. CONTRACTOR is committed to keeping the CITY informed from the beginning to the end of the project. Initial communication will include contact information and organization of the CONTRACTOR team that will be working with the CITY. Shortly thereafter, the CITY will begin receiving project status reports from the technical project team member responsible for routine contact throughout the entire project. The on-site installation effort is coordinated by CONTRACTOR’s Project Manager and Lead Installer. The Lead Installer will be on site directing the installation teams. Prior to delivery and installation of pre-assembled systems, CONTRACTOR will field verify conformance of installed cabling and other conditions necessary to assure efficient integration of systems and devices. The CONTRACTOR shall determine the correct resources required for the specific installation tasks. In cases where CONTRACTOR shall utilize vetted and approved subCONTRACTORs on the project, the CONTRACTOR’s Project Manager and Lead Install provides proper supervision to ensure policies and procedures are being adhered to. All installation work is thoroughly checked prior to ‘turn on’. CONTRACTOR shall correct errors or problems as
detected and adjust all equipment for optimal performance in accord with the project specifications. By adhering to strict engineering policies and standards, the final punch list for projects of this type is typically limited to just a few items.

a. CONTRACTOR shall ensure that the system:
   1. Adheres to CONTRACTOR’s quality assurance program.
   2. Is installed fully tested and “burned in” electronic hardware.
   3. Is integrated into fully tested and verified cabling and far end connections.

XIII. **System Environment.** The CITY shall provide an environment that is ‘clean and ready’ to receive the equipment and services described herein. The environment shall be secure and free of dust, debris and conditions that might prove detrimental to the equipment provided or personnel on site.

XIV. **Training, System Turnover and Project Completion.** An integral part of the delivered system is user training. CONTRACTOR shall provide CITY with clear and concise instructions on the use of each system. CONTRACTOR shall provide training and associated documentation to CITY operational and maintenance personnel with information to support the daily use of the system. This training will consist of demonstration, instruction and hands-on experience with each system.

XV. **System Turnover.** CONTRACTOR shall provide system turnover as provided herein. System turnover will occur when all user training has been completed and the users have obtained beneficial use of the systems. At this point, CONTRACTOR shall request CITY sign off on the provided systems. A “conditional project sign-off” can be given by CITY if outstanding punch list items exist. CONTRACTOR will set forth a plan to address these items accordingly. The project may be submitted to CITY for “final project sign-off” when all outstanding punch list items are complete, and all As-Built documentation has been provided to the CITY in the decided upon delivery method including; Project drawings, functional system diagrams, applicable equipment lists, back up control system and DSP code. At this time, CONTRACTOR may request final project sign-off of the project from CITY.

XVI. **GENERAL PROVISIONS.**

a. **Third Party Agreements Warranty.** CONTRACTOR represents and warrants that CONTRACTOR’s agreement to perform the services pursuant to this Agreement does not violate any agreement or obligation between CONTRACTOR and a third party.

b. **Third Party Intellectual Property Rights Warranty.** CONTRACTOR represents and warrants that the services as delivered to the CITY does not infringe any copyright, patent, trade secret, or other proprietary right held by any third party.
c. **Professional Services Warranty.** The services provided by CONTRACTOR shall be performed in a professional manner and shall be in accordance with generally accepted industry standards for the services and consulting industry. CONTRACTOR represents and warrants that the services shall be provided by persons with knowledge and skills and shall be performed in a professional manner and shall be in accordance with generally accepted industry standards for the services and consulting industry.

d. **Third Party Infringement.** Subject to the representations and warranties of the CITY in connection with the materials and access supplied by CITY, CONTRACTOR represents and warrants that, to the best of CONTRACTOR’s knowledge, CONTRACTOR’s tools, services, background technology, know-how, resources, or materials do not knowingly infringe the rights of any third party, and use of the same in connection with the Project will not knowingly violate the rights of any third parties except to the extent that such violations are caused by City Information, or the modification of, or use of the Deliverables in combination with materials or equipment outside of the scope of the applicable specifications, by CITY or third parties.

e. **Excusable Delay or Failure.** Neither party will be in default or otherwise liable for any delay, or failure of its performance under this Agreement to the extent such delay, or failure arises by reason of act of God, the elements, adverse weather conditions, fire, flood, riots, strikes, accident, war, governmental requirement or any action of government in its sovereign capacity, or act of civil or military authority whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control and without the fault or negligence of the affected party (each constituting an “Excusable Delay or Failure”). Any such Excusable Delay or Failure shall suspend the Agreement until the Excusable Delay or Failure ceases, and, if practical, the Agreement shall be deemed extended for the suspended period accordingly.

f. **Third Party Beneficiaries.** The representations, covenants, obligations, rights, and agreements of the parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a party to this Agreement including, without limitation CITY’s end user, suppliers, and/or customers. Under this Agreement, CONTRACTOR shall have no relationship with the customers to which CITY may provide service. CITY further acknowledges and agrees that no fiduciary relationship arises with CONTRACTOR under this Agreement.

g. **Technology Professional Liability (E&O).** CONTRACTOR shall obtain technology professional liability technology professional liability insurance, with limits not less than $1,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR under this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction
of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Such coverage shall be continued for three years following the completion of all services and additional services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any services are performed. If policy is a claims-made policy such coverage shall be continued for three years following the completion of all services and additional services under this agreement. The retroactive date must be prior to the date this agreement is approved or any services are performed.

h. **Delivery:** All Shipments of supplies are Freight On Board ("F.O.B.") destination with freight prepaid unless otherwise stated in this Agreement. CONTRACTOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products and/or services deemed necessary under this Agreement. The CITY reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

i. **Time for Delivery:** Time is of the essence in the delivery of services and/or items procured through this Agreement. CONTRACTOR shall notify the CITY if unable to make delivery on or before the Due Date. Periods of performance may be extended if, in the sole opinion of the CITY, the cause of delay justifies an extension. For the purposes of this Agreement, “Due Date” means the day, both CITY and CONTRACTOR agree in writing, that the supplies are to be delivered.

j. **MISCELLANEOUS CHARGES:** No additional charges shall be allowed unless specified in this Agreement, including but not limited to: charges for transportation, fuel surcharges, containers, and packing.

k. **HOLD HARMLESS:** The CONTRACTOR shall defend, indemnify, and hold the CITY, its officers, agents, and employees, harmless from and against any and all claims, actions, costs, proceedings, damages, and other liabilities, including attorney fees, caused by defect(s) in the item(s) purchased hereunder, or resulting from the CONTRACTOR’s or the CITY’s use of any copyrighted, or non-copyrighted composition, process, patented or non-patented invention, articles or appliances furnished or used under this order, and agrees to defend, at CONTRACTOR’s expense, any and all actions brought against the CITY or themselves because of unauthorized use of such articles.

l. **GLOBALLY HARMONIZED SYSTEM OF CLASSIFICATION AND LABELING CHEMICALS:** It is mandatory for a manufacturer, supplier, or distributor, to supply a Safety Data Sheet ("SDS") with the first shipment of hazardous material to each CITY location receiving the material. Also, when the content of a SDS is revised, the CONTRACTOR is required to provide a revised SDS to each CITY location receiving the material.
m. **INSPECTION AND ACCEPTANCE:** Inspection and acceptance will be at the destination (the "Ship To:" address), unless otherwise stated. Risk of loss will be on the CONTRACTOR until the delivery and acceptance, and after any rejections, unless the loss results solely from the negligence of the CITY. Notwithstanding the requirements for any CITY inspection and test contained in specifications applicable to this Agreement, except where specialized inspections or tests are specified for performance solely by the CITY, the CONTRACTOR shall perform or have performed the inspections or tests required to substantiate that the supplies and services provided under the Agreement conform to the drawings, specifications, and other Agreement requirements, including, if applicable, the technical requirements for the manufacturer's part number(s) specified herein. The cost of storing rejected material and the cost for shipping rejected material back to the origin point shall be borne by the CONTRACTOR.

n. **VARIATIONS IN QUANTITY:** No variation item called for by this Agreement will be accepted unless such variation has been caused by conditions of loading, packing, shipping, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this Agreement.

o. **DEFAULT BY CONTRACTOR:** In case of default by the CONTRACTOR, the CITY reserves the right to procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the CONTRACTOR, the difference between the price named in this Agreement and actual cost thereof to the CITY. Prices paid by the CITY shall be considered the prevailing market price at the time such purchase is made.

p. **COMMERCIAL WARRANTY:** The CONTRACTOR agrees that the supplies and services furnished under this Agreement shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies and services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY at law or equity or by any other clause of this Agreement.
ATTACHMENT TO EXHIBIT B

FEE SCHEDULE

Fee Schedule. This Attachment 1 to Exhibit B ("Attachment 1B") supplements and incorporates by this reference the agreement between the City of Sacramento ("CITY") and Signal Perfection, Ltd. ("CONTRACTOR") (collectively referred to herein as the "parties") for the design of the audio and visual project upgrade for the City’s Council Chambers and similar services (the "Project" or "project"), (the "Agreement").

The Attachment 1B describes the Fee Schedule for the Agreement. In the event of a conflict between the provisions of this Attachment 1B and the Agreement, the provisions of the Attachment 1B shall prevail. The words or phrases defined in the Agreement shall have the same meaning herein unless otherwise defined in this Attachment 1B.

1. Fee Schedule. Below is the fee schedule for the services identified in Attachment 1 to Exhibit A:

Integration Services & Equipment Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1, Preplanning, Design &amp; Developing Integration services</td>
<td>$49,947.50</td>
</tr>
<tr>
<td>Phase 2, Acceptance of System Design &amp; Receipt of equipment</td>
<td>$29,979.00</td>
</tr>
<tr>
<td>Phase 3, Completion of Project (Client sign off)</td>
<td>$19,968.50</td>
</tr>
<tr>
<td>Subtotal Professional Integration Services Total</td>
<td>$99,895.00</td>
</tr>
<tr>
<td>Equipment</td>
<td>$253,592.08</td>
</tr>
<tr>
<td>Installation Materials and tools</td>
<td>$13,000.00</td>
</tr>
<tr>
<td>Maintenance Services</td>
<td>$7,138.19</td>
</tr>
<tr>
<td>Direct Costs</td>
<td>$37.00</td>
</tr>
<tr>
<td>General &amp; Administrative</td>
<td>$7,444.91</td>
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<td>Taxes</td>
<td>$22,565.54</td>
</tr>
<tr>
<td>Subtotal Equipment</td>
<td>$303,777.72</td>
</tr>
<tr>
<td>Total Professional Integration Services &amp; Equipment</td>
<td>$403,672.72</td>
</tr>
</tbody>
</table>

2. Payment Terms: Payment terms are net 30 days unless otherwise indicated and accepted by the CITY. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from the date of receipt of the invoice, whichever is latest.