



August 8, 2019

**NOTICE INVITING BIDS
FOR LOW VOLTAGE SYSTEM FOR THE
CITY OF DESERT HOT SPRINGS NEW CITY HALL PROJECT**

The City of Desert Hot Springs, hereinafter referred to as the City, is inviting proposals from qualified low voltage contractor to design, install, and configure system for turn-key operation for the New City Hall project. Additionally, the City requires the low voltage contractor to provide required maintenance agreement for a period of two (2) years with an option to extend the agreement for an additional two (2) years. To be considered for this contract, your firm must meet the qualifications and satisfy the requirements as stated in the Request for Proposal (RFP).

Tentative Time Schedule:

The following is the City's tentative design/construction schedule for the selection of Low Voltage contractor:

- | | | |
|-----|----------------------------------|--------------------------------|
| 1. | Request for Proposal Advertised: | August 8, 2019 |
| 2. | Mandatory Pre-Bid Meeting: | August 13, 2019 at 9:00 a.m. |
| 3. | Last day for RFIs: | August 20, 2019 |
| 4. | Deadline for filing RFP: | September 2, 2019 at 2:00 p.m. |
| 5. | Bid Opening: | September 2, 2019 at 2:30 p.m. |
| 6. | Award Contract: | September 17, 2019 |
| 7. | Pre-installation Meeting: | October 1, 2019 |
| 8. | Pre-wire begins: | November 4, 2019 |
| 9. | Equipment Installation: | December 2019 – January 2020 |
| 10. | Installation completed: | January 31, 2020 |

**Prior to 2:00 p.m. on September 2, 2019, all proposals shall be mailed, or hand carried to the
City Clerk at:**

**City of Desert Hot Springs
11999 Palm Drive
Desert Hot Springs, CA 92240**

The proposals must be submitted to the City Clerk's Office, located at 11999 Palm Drive, Desert Hot Springs, CA 92240, before 2:00 p.m. on Monday, September 2, 2019. **Public Works Bid: "Low Voltage System for the City of Desert Hot Springs New City Hall Project"** shall appear on the envelope of each sealed bid proposal. The proposals will be reviewed and evaluated by Staff, and a recommendation to the City Council for award will be made during the City Council meeting on September 17, 2019.

OBTAINING REQUEST FOR PROPOSAL DOCUMENTS: The Request for Proposal Package for the **Low Voltage System** is ONLY available to be ordered online at; www.planitreprographics.com. For orders by phone, contact: Planit Reprographics at (760) 345-2500.

The City has a Local Business Preference Program which promotes employment and business opportunities for local residents and firms on all contracts and gives preference to local residents, workers, businesses, contractors, and consultants to the extent consistent with the law and interests of the public.

IN ORDER FOR A LOCAL BUSINESS TO BE ELIGIBLE TO CLAIM THE PREFERENCE, THE BUSINESS MUST REQUEST THE PREFERENCE IN THE SOLICITATION RESPONSE AND PROVIDE A COPY OF ITS CURRENT BUSINESS LICENSE FROM A JURISDICTION IN THE COACHELLA VALLEY.

The Coachella Valley means the area between the Salton Sea on the south, the San Jacinto and Santa Rosa Mountains on the west, the Little San Bernardino Mountains on the east and north. For the purposes of this definition, "Coachella Valley" includes the nine (9) cities of the valley and the cities of Beaumont and Banning and the unincorporated areas.

All questions regarding this RFP must be directed to Roberta Crncic, Executive Program Manager at rcrncic@cityofdhs.org **Contact with City of Desert Hot Springs personnel other than those listed above regarding this RFP may be grounds for elimination from the selection process.**

Sincerely,

Doria Wilms
Assistant City Manager

**NOTICE INVITING BIDS
FOR LOW VOLTAGE SYSTEM FOR THE
CITY OF DESERT HOT SPRINGS NEW CITY HALL PROJECT**

1. PROJECT BACKGROUND AND DESCRIPTION

The City of Desert Hot Springs is seeking a low voltage system to be designed, installed and configured for turn-key operation for the New City Hall project. Key city personnel shall be trained upon completion on how to operate and maintain the systems.

Complete low voltage systems to include the following:

- Horizontal cabling to support phone, data, surveillance system, intrusion alarm, secured access, public address system, televisions, conference systems, and council chamber discussion system.
- Local access network cabling infrastructure to provide connectivity to shared technology resources, file repository, and the internet.
- Access control systems designed to provide secure and limited access for interior doors, exterior doors, exterior pedestrian gates, exterior vehicle gates.
- Link between new and old City Hall buildings for network and public address.
- Surveillance system to provide coverage of exterior and interior public spaces.
- Video surveillance systems designed to monitor and record both exterior and interior spaces.
- Security alarm systems designed to monitor interior spaces by use of magnetic, audible, motion, and / or any additional type of sensing technology.
- Alarm system monitoring provided 24 hours per day, 7 days per week including all major holidays.
- Audio systems designed to provide music, announcements, and other audible content in interior public spaces, offices, common areas, conference rooms, and exterior public spaces, amphitheater.
- Public address system including flush mount speakers in all rooms.
- Wall mounted televisions.
- Conference room systems including video conferencing and digital white board.
- Council chamber discussion system including voting, digital name signs, voice lift, audience audio and video.
- Council chamber assisted listening system.
- Council chamber video production system for streaming and recording council meetings.
- Digital signage displays.
- Video systems designed to provide digital signage, computer and motion graphics, and other visual content in interior common areas, offices, conference rooms.

- Modular Emergency Operations Center (EOC) audio, video, and communications system designed to utilize the rear section of the City Council Chamber to be deployed as needed for EOC activations.
- Any and all equipment, materials, components, wiring, configuration, installation, and physical labor associated with the successful completion of the project.

Additionally, the City requires the low voltage contractor to provide required maintenance agreement for a period of two (2) years with an option to extend the agreement for an additional two (2) years. The maintenance agreement shall include:

- Regularly scheduled maintenance to be held bi-weekly, monthly, quarterly, bi-annually, and annually for each of the systems included as part of the RFP submittal.

Rate Schedule for the Following:

- Non-emergency service requested during regular business hours.
- Emergency service requested during regular business hours.
- Emergency service requested after regular business hours.

2. BID REQUIREMENTS

All prospective bidders must submit a complete bid. Any incomplete bids will not be accepted for further review.

All prospective bidders must bid to the detailed scope of work, and the supplied architectural plans. All infrastructure items, such as conduits, wire trays, etc. will be installed by the General Contractor.

3. SELECTION CRITERIA

A final contract will be awarded to the Contractor who can best meet the requirements as specified; and provide high quality, cost effective Low Voltage System, as determined by the City Staff/Council based on the following factors which are listed without implication of priority. All proposals will be reviewed and scored according to the categories/points below. The proposal with the highest score will be selected as the most qualified Contractor. A contract will be awarded to the most qualified Contractor. Although price is of prime consideration, it is not the sole determining factor.

Contractor Qualifications/Experience

- A. Contractor's experience and qualifications. (10 POINTS)
- B. Submit company resume of the company's experience in/with municipal Low Voltage System, provide a brief description of each and explain the service performed. (10 POINTS)
- C. Performance of previous contracts. (10 POINTS)
- D. Provide a list of client references including the name, address and telephone number of client references that may be contacted. (10 POINTS)
- E. Thoroughness/Completeness of the proposal package (10 POINTS)

Contractor Fee Schedule

- F. Provide an estimate as outlined in Exhibit A and a proposed fee for the maintenance component. The City reserves the right to clarify and further define the scope of work and pricing.

4. PROPOSAL FORMAT

Cover Letter

- A. Contact information, identification of firm, name and email address and telephone number.
- B. A statement to the effect that the proposal will remain valid for 90 days from the due date for the proposals.
- C. Acknowledgement of receipt of addenda, if any.
- D. Signature of the person authorized to bind the terms of the proposal.

Qualifications, Related Experience and References

- E. This section shall establish the ability of the proposer to satisfy all aspects of the required work with current or recently completed professional consulting work, similar to the work required in this RFP.
- F. Background information of the firm, including the date of founding, legal form, number and location of offices, number of employees, days and hours of operation and any other pertinent information.
- G. Disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, mergers) and organizational conflicts of interest that may affect the ability of the proposer to perform the required duties.
- H. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract with any other federal, state or local public agency.
- I. Provide a list of business clients to which your firm is currently providing, or has recently provided, services similar to those required in this RFP. Include company names, beginning/end dates of contracts, and the names, titles and telephone numbers the City can contact as references for your firm.

Proposed Staffing and Project Organization

- J. Discuss the staffing of the proposing firm who would be assigned to work on the City's projects.
- K. Identify the key personnel that would be assigned to provide required services. Include a brief description of their qualifications, certifications, licenses, and experience in performing the type of work being assigned.
- L. Designate an administrator who would serve as a day-to-day contact for the City.
- M. Provide any necessary organizational chart of the firm as it relates to this RFP.

Work Plan/Technical Approach

- A. Establish the proposer's understanding of the City's objectives and requirements, demonstrate the proper ability to meet those objectives and requirements, and clearly identify the method (plan) of accomplishing the described work.
- B. Describe what information, documentation or staff assistance from the City your firm would request from the City in order to complete the work described.
- C. Provide a summary of the firm's proposed services, with a focus on any technologies, innovations, and processes that the firm will offer to help the City meet its objectives.

5. INSTRUCTIONS, CONDITIONS, AND LEGAL REQUIREMENTS

- A. The City of Desert Hot Springs has outlined the requirements herein in as much detail as is currently known. Please provide any exceptions, additional information, or suggestions that will aid in the City's selection process (attachments are acceptable).
- B. The Contractor shall defend, indemnify, and hold the City of Desert Hot Springs, its officers, agents, volunteers, and employees free and harmless from any and all causes of action or claims of damages arising out of or related to the Contractor performance under this contract.
- C. The City reserves the right to negotiate terms and scope of work with the highest ranked Contractor. If an agreement cannot be negotiated the City reserves the right to negotiate with any other Contractor.
- D. Selected Contractor is required to comply with all existing State and Federal labor laws. Selected Contractor is also responsible for complying with all OSHA standards and requirements. If Contractor out-sources any work or job to a sub-Contractor, it will be the prime Contractor's responsibility to ensure that all sub-Contractors meet the requirements as stated in this RFP.
- E. A contract will be awarded to the most qualified Contractor. Although price is of prime consideration, it is not the sole determining factor. The City reserves the right to select the appropriate firm based on the most qualified proposal. The determination of the most qualified and most competitively priced proposal may involve all or some of the following factors: price, thoroughness of the proposal package, previous experience and performance; conformity to scope of work in Exhibit A; financial ability to fulfill the contract; ability to meet scope of work; terms of payment; compatibility, as required; other costs; and other objectives and accountable factors which are reasonable. The City reserves the right to select a Contractor to perform all of the work identified in the RFP, or only selected portions based on price and/or other factors.
- F. In order to maintain the project schedule and complete the project without delay, the City requires that the firm design and execute the scope of work without the use of any subcontractors. All workers shall be employees of the firm and may be required to show proof of employment prior to start of work.
- G. Before execution of the contract, the selected Contractor is obligated to provide evidence of liability insurance to include: Worker's Compensation, General Liability, and Automobile Liability of \$2,000,000 per occurrence.

- H. The successful Contractor shall be an independent contractor, and nothing shall be construed to cause the Contractor to be deemed or represent itself as an agent or employee of the City.
- I. Any evidence of agreement or collusion among Contractors acting illegally to restrain freedom of competition by agreement to propose a fixed price, or otherwise, will render the proposal of such Contractors void.
- J. The selected Contractor agrees to maintain a City of Desert Hot Springs Business License for the duration of the contract.
- K. Contractor agrees that all service by the Contractor shall be to the satisfaction of authorized City personnel. In the event that the Contractor defaults on performance of any of these requirements, then the City shall have the right to terminate this agreement upon thirty (30) days written notice delivered to the Contractor by certified mail or courier. Termination of the contract will not relieve the Contractor of any liability to the City for damages sustained by the City because of any breach of contract by the Contractor, and the City may withhold any payments to the Contractor until such time as the exact amount of damages due the City from the Contractor is determined.
- L. The Contractor shall submit a list of at least five (5) references that have purchased similar services from the Contractor. Contractor shall provide company name, contact name and phone number for each reference.
- M. The term of the contract shall commence upon execution by the City Council or authorized City representative and shall end upon completion of project. The Maintenance Agreement will be for a term of two (2) years. The City reserves the option to extend the contract(s) administratively under the same terms and conditions for a maximum of two (2) additional one-year terms at current price levels.
- N. The contract between Contractor and the City is non-transferable. Contractor shall under no circumstances assign the agreement without written permission of the City. Contractor shall notify the City, in writing, of any change in ownership at least thirty (30) days prior to said change.
- O. The standard form of the City's contractor services agreement is attached hereto as Exhibit B. The selected Contractor will be required to enter into this Agreement. By submitting a proposal, Contractor certifies to the City that he/she has reviewed the Specifications of the RFP and the terms of the agreement and has incorporated all direct and indirect costs of complying with the scope of work and the agreement into the Proposal.
- P. The City's terms for payment are net 30 upon receipt of invoice. Contractor shall submit invoices between the first and fifteenth business day of each month for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all undisputed fees.
- Q. Prohibited Interest – No officer, or employee of the City of Desert Hot Springs shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-Contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Desert Hot Springs has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's sub-Contractors on this project. Contractor

further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

6. GENERAL INFORMATION

- A. Contractor is required to carefully and fully investigate all of the requirements of this RFP. By submitting a proposal, Contractor represents and certifies to the City that such investigation has been completed and that it fully understands the scope of work.
- B. The City reserves the right to reject any and all proposals where deemed necessary.
- C. The City will not reimburse Contractors for any costs involved in the preparation and submission of proposals. Furthermore, this RFP does not obligate the City to accept or contract for any expressed or implied services.
- D. The City reserves the right to request any Contractor submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection process.
- E. If an Exhibit "A" requirement cannot be met by a Contractor, then the Contractor should submit a "No Proposal" response for the items affected. Alternate or equivalent items may be submitted for consideration by the City, unless otherwise specified.
- F. All submitted proposals and information included therein or attached thereto shall become public records upon contract award.
- G. Contractor is requested to provide exceptions, additional information or suggestions that will aid in the City's selection process.
- H. Any questions regarding this RFP should be referred, to Roberta Crcic, Executive Program Manager at rcrcic@cityofdhs.org.

EXHIBIT A SCOPE OF WORK

- 1) Phone/Data locations feature two CAT6A wire pulled from the Comm. head end along cable tray system and dropped through conduit into two-gang metal telecom outlet boxes with cable management. Include a single- gang extender ring adapter plate with two CAT6A keystone inserts. Terminate and test at both ends and label cable and outlets. Head end terminations to be in rack mounted patch panels.
- 2) Access point locations feature one CAT6A wire pulled from the Comm. head end. Terminate and test at both ends and label cable and outlets. Head end terminations to be in rack mounted patch panels.
- 3) Public address speakers feature one 16-gauge, 2-conductor speaker wire pulled from the Comm. head end along cable tray system to each room. Speakers in each room to be wired in a series. Speaker wire is to be terminated in an in-wall can with barrier terminal strips.
- 4) Secured access doors feature one CAT6A cable from the Comm. head end to each door controller. One 16/2 stranded wire will be pulled from the door controller to the latch (maglock or plunge). One 22/2 stranded wire will be pulled from the door controller to the request to exit button. One Wiegand 22/5 OAS wire will be pulled

from the door controller to the Wiegand card reader/keypad. Head end terminations to be in rack mounted patch panels.

- 5) Intrusion alarm devices feature one 22/2 stranded wire pulled from the Comm. head end.
- 6) Surveillance camera locations feature one CAT6A wire pulled from the Comm. head end. Head end terminations to be in rack mounted patch panels.
- 7) TV locations feature one CAT6A wire and one RG-6 quad shield CCS coaxial cable pulled from the Comm. head end along cable tray system and dropped through conduit into two-gang metal telecom outlet boxes with cable management. Include a single-gang extender ring adapter plate with one CAT6a keystone insert and one gold-plated F connector keystone insert. Terminate and test at both ends and label cable and outlets. Head end terminations to be in rack mounted patch panels.
- 8) A paging microphone location will be located at the Lobby counter featuring one 22-gauge, 2-conductor stranded wire with overall shield pulled from the Comm. head end.
- 9) A link between the new and old City Hall buildings will be pulled through conduit entering the new City Hall building at the Radio Stor. 2 locations. Cables will include four CAT6A wires, two RG-6 quad shield BCS coaxial cables, one 14-gauge, 4 conductor speaker wire, and one 12-strand 850 nm OM3 multimode fiber cable.

INTERIOR ACCESS CONTROL

- 10) Bidder shall propose an interior access control system that will address the following:
- 11) Interior doors locations include:
 - Doors leading from lobby into City Hall employee areas
- 12) Access should be controlled using any combination of employee badge and/or card.
- 13) Bidder shall propose an "Emergency Lockdown" feature and a method to trigger such an event.

EXTERIOR ACCESS CONTROL

- 14) Bidder shall propose an exterior access control system that will address the following:
- 15) Exterior door locations include:
 - Doors leading from exterior to Vestibule 2
 - Doors leading from exterior to Vestibule 3
- 16) Access should be controlled using any combination of employee badge and/or card.
- 17) Vehicular access to secured employee parking lot to be controlled by gate operator, loop detection system, and transponder/reader system.
- 18) Personnel Gate from secured employee parking lot be controlled by same access system as internal/external doors.

INTERIOR SURVEILLANCE

- 19) Bidder to propose an interior camera system that will surveil the following areas:
 - Council Chamber and Media Room
 - Lobby and Counter areas
 - Common Areas and Hallways
 - Entry and Exit doors
 - Communications Room
- 20) All cameras must be IP cameras
- 21) Compatible with Milestone or equivalent Video Management System
- 22) Camera resolution must be minimum 1080p
- 23) Minimum 2 MP rating
- 24) Onvif compliant
- 25) Day/Night Cameras
- 26) Resistant to vandalism
- 27) All camera feeds must return to a centralized recording system that can be monitored in real time both on-site and off-site using a remote connection.

EXTERIOR SURVEILLANCE

- 28) Bidder to propose an exterior camera system that will surveil the following areas:
 - All ingress and egress points from public roadways
 - Exterior perimeter of City Hall building
 - Approach from the parking lot to City Hall Lobby
 - Amphitheater area
 - Public parking lot areas
 - Secured employee parking lot area
 - Walkways between parking lots and City Hall building
 - Generator located in parking lot
 - Dumpster enclosure located in parking lot
 - Remote parking lot located near retention basin
- 29) Minimum of 2 Pan/Tilt/Zoom cameras to record motion after hours
- 30) Camera specs must include:
 - Network IP cameras
 - IP67 Rated or better
 - 30x motorized Zoom or better
 - 120db wide dynamic range or better

- Capable of 4 IP video streams or better
 - Capable of H.265 streaming or better
 - Operating temperature must be -40 °F to +149 °F
 - Capable Wind Load up to: 150 mph sustained, Gusts up to 180 mph
 - Must offer both Infrared and white light illumination
 - Capable to handle direct sunlight at all times
- 31) All fixed exterior cameras must include:
- Network IP cameras
 - IP66 Rated or better be IP cameras
 - Compatible with Milestone or equivalent Video Management System
 - Camera resolution must be minimum 1080p
 - Minimum 2 MP rating
 - Onvif compliant
 - Day/Night Cameras
 - Resistant to vandalism
- 32) All camera feeds must return to a centralized recording system that can be monitored in real time both on-site and off-site using a remote connection.

SECURITY ALARM SYSTEM

- 33) Bidder to propose a security alarm system designed to monitor interior spaces by use of magnetic, audible, motion, pressure, smoke, beam, and/or any additional type of sensing technology.
- 34) The type and use of sensing technology shall be determined by the bidder and shall be provided for the following areas:
- All exterior doors
 - All exterior windows
 - Main Lobby
 - City Council Chamber
 - Hallways and Common Areas
 - Communications Room
 - Media Room
 - Roof Access Room
 - Electrical Room
- 35) Bidder shall propose an "Emergency Lockdown" feature and a method to trigger such an event.
- 36) Bidder shall include, as part of this RFP, the first year of alarm monitoring services that includes the following specifications:

- Monitoring shall occur 7 days per week
- Monitoring shall occur 24 hours per day
- Monitoring shall occur 365 days per year including all major holidays

LOCAL ACCESS NETWORK CABLING INFRASTRUCTURE

- 37) Bidder to propose network infrastructure for Voice and Data systems.
- 38) Locations for this system are included in the construction plan set section D2.1.
- 39) Cabling specifications include:
 - Category 6 cabling or better where applicable
 - Fiber Optic cabling to maintain 10Gb trunk throughput where applicable
 - Network drops to be punched down to RJ45 keystone connectors
 - Mounted in dual RJ45 wall plates
 - Labeled appropriately for Voice or Data, and location number
 - Bidder to propose rack mounted system for network cable terminations
 - All network wiring to be homerun back to the communications room
 - All network wiring to be terminated in patch bay systems where applicable
 - Roof access for antennas and communication devices should be considered

CITY HALL MEETING ROOMS AUDIO VIDEO

Study Session Room

- 40) The Study Session room shall contain the following:
 - Minimum of 2 commercial grade video displays
 - At least one display shall contain digital whiteboard capabilities.
 - In-ceiling microphone array configured for seating positions.
 - Flush mount speakers in the ceiling for sound reinforcement.
 - One Apple TV media player.
 - One 7" touch panel controller.
- 41) Ability for audio and/or video conferencing
- 42) Ability for wired or wireless screen sharing from computers or personal devices
- 43) Minimum of one dedicated computer system connected to a room display
- 44) Cable/Satellite receiver connected to a room display
- 45) Streaming video content and digital signage components
- 46) Provide AV feed from Council Chamber to this room
- 47) Provide Data/Phone/Video connections at conference table
- 48) Provide a room scheduling system

- Integrated with Microsoft Outlook calendar
- A physical touchscreen display affixed to the outside of the meeting room
- Ability to schedule room remotely from a computer system, or directly from the touch display
- Provide a visual light notification to easily identify the meeting room is already scheduled or is available.

Conference Room

- 49) The Conference room shall contain the following:
- 50) Minimum of 1 commercial grade video display
 - Display shall contain digital whiteboard capabilities.
- 51) Ability for audio and/or video conferencing
- 52) Ability for wired or wireless screen sharing from computers or personal devices
- 53) A dedicated computer system connected to the room display
- 54) Cable/Satellite receiver connected to a room display
- 55) Streaming video content and digital signage components
- 56) Provide AV feed from Council Chamber to this room
- 57) Provide Data/Phone/Video connections at conference table
- 58) Provide a room scheduling system
 - Integrated with Microsoft Outlook calendar
 - A physical touchscreen display affixed to the outside of the meeting room
 - Ability to schedule room remotely from a computer system, or directly from the touch display
 - Provide a visual light notification to easily identify the meeting room is already scheduled or is available.
- 59) In-ceiling microphone array configured for seating positions.
- 60) Flush mount speakers in the ceiling for sound reinforcement.
- 61) One Apple TV media player
- 62) One 7" touch panel controller

Small Meeting Room

- 63) The Small Meeting room shall contain the following:
 - Minimum of 1 commercial grade video display
 - Display shall contain digital whiteboard capabilities.
- 64) Ability for audio and/or video conferencing
- 65) Ability for wired or wireless screen sharing from computers or personal devices

- 66) A dedicated computer system connected to the room display
- 67) Streaming video content and digital signage components
- 68) Provide AV feed from Council Chamber to this room
- 69) Provide Data/Phone/Video connections at conference table
- 70) Provide a room scheduling system
 - Integrated with Microsoft Outlook calendar
 - A physical touchscreen display affixed to the outside of the meeting room
 - Ability to schedule room remotely from a computer system, or directly from the touch display
 - Provide a visual light notification to easily identify the meeting room is already scheduled or is available.
- 71) One Apple TV media player
- 72) One 7" touch panel controller

CITY HALL GENERAL AUDIO VIDEO

Lobby

- 73) The Lobby shall contain the following:
- 74) Minimum of 3 commercial grade video displays
- 75) Provide AV feed from Council Chamber to this room
- 76) Digital signage components
- 77) Speaker system
- 78) Provide audio feed from Council Chamber to this room
- 79) Provide audio feed from phone system intercom paging system
- 80) Background music system

Hallways/Common Areas

- 81) Minimum of 4 commercial grade displays
- 82) Provide AV feed from Council Chamber to these areas
- 83) Digital signage components
- 84) Speaker system
- 85) Provide audio feed from Council Chamber to this room
- 86) Provide audio feed from phone system intercom paging system
- 87) Background music system

Offices

- 88) Minimum of 10 commercial grade displays
- 89) Ability for wireless screen sharing from computers or personal devices

90) Streaming video content and digital signage components

91) Provide AV feed from Council Chamber to these areas

AUDIBLE PAGING

92) Bidder shall propose a method for audible paging inside new City Hall Complex, and between the new City Hall Complex, and existing City Administration Building.

93) Flush mount speakers in the ceiling of every office, public space, and restroom.

94) One paging microphone located at the Lobby reception.

95) Ability to play a background music source.

RELOCATE EXISTING EQUIPMENT

96) Bidder shall include to remove existing television displays and included components from modular City Hall complex and relocate to new City Hall Complex.

97) TVs will be removed from the existing City Hall and installed in the new City Hall at the following locations:

- Conference Room Building A
- Comm. Development Director
- Public Works Director

COUNCIL CHAMBER AUDIO SYSTEM

Microphones

98) Bidder shall propose a microphone system using any combination of microphones appropriate for use in a public meeting setting. Microphones shall be used while sitting, standing, and moving about the Council Chamber.

99) Sixteen portable conference units providing a voice lift microphone and built-in speaker with an NFC card slot to identify user. The microphone will have a dualflex gooseneck and bi-color LED to indicate microphone status.

100) Ten handheld wireless microphones to allow for audience participation when needed.

101) Audio for the discussion system, wireless microphone and presentation videos will play through flush mount overhead speakers positioned over the audience area, and through the dais conference unit speakers.

102) A discussion control unit powering all the name signs and microphones and providing automatic voice mixing and echo cancelation and Dante audio integration.

103) Discussion system software to allow for operator setup and control of the microphone system.

Speakers

104) Bidder shall propose a speaker system using any combination of speakers that will provide voice lift throughout the Council Chamber.

Assisted Listening System

105) Bidder shall propose an assisted listening system with the ability to transmit the Council Chamber audio signal to wireless receivers. Each wireless receiver shall contain a set of headphones or earbuds, and a volume knob that each user can use to set their preferred listening volume. The Council Chamber assisted listening system will broadcast an RF signal to be received by wireless receivers with headphones. This system will meet all ADA compliance requirements. Four receivers and headphone sets will be provided.

Additional Details of the Audio System

106) System shall have the ability for the meeting operator to adjust individual microphone volume levels, muting of all microphones and audio sources.

107) System shall provide the ability to play audio from other sources including but not limited to:

- MP3 Player
- DVD Player
- VHS Player
- Streaming Devices
- Computer Systems
- Wireless Devices

108) System shall provide the ability to feed audio from other audio sources in the building into Council Chamber audio system, and from Council Chamber to rest of the building.

109) System shall provide a method to record an audio only track of each meeting onto a digital backup device for archive purposes.

110) A discussion control unit powering all the name signs and microphones and providing automatic voice mixing and echo cancelation and Dante audio integration.

111) Discussion system software to allow for operator setup and control of the microphone system.

COUNCIL CHAMBER VIDEO SYSTEM

Video Displays

112) An Ultra HD 4K video switching system delivering video to four audience displays, one podium confidence monitors and fourteen presentation monitors on the Dais.

113) Two 86" Ultra HD 4K displays mounted to the wall behind the Dais.

114) Two 55" Ultra HD 4K displays mounted from the ceiling in front of the dais soffit.

115) One 55" Ultra HD 4K display mounted to the front of the Dais.

116) Fourteen 22" Full HD touch screen presentation displays on stands at each dais seat.

117) Sources for the video system include the following:

- One secure wireless streaming media device allowing users to share their device screens or windows.
- One multi-format video plate located in the Podium.
- One Apple TV media player.
- One universal video disc player.
- One presentation computer located at the operator position at the Dais.
- One presentation computer located in the Media control location.
- One program video output from the video production system.
- One program annotation output.

Production Video Cameras

118) Bidder shall propose a minimum of 4 Pan/Tilt/Zoom (PTZ) cameras and any equipment necessary to their operation.

Full Matrix Video System

119) Bidder shall propose a system that will send any source video to any output throughout the facility.

Digital Nameplates

120) Fifteen digital name signs located at each Dais seat and at the podium. This name sign will display the pre-programmed name of the user (when NFC card is active) or manually entered by the meeting operator.

Additional Details of the Video System

121) System shall allow Council Members and Staff the ability to annotate over video from any dais location.

122) System shall be able to display presentations wired and wirelessly using a computer system.

123) System shall be multiplatform and compatible with all handheld devices including Microsoft, Android, and Apple products.

124) System shall use production cameras to compose and record council meetings on video for local storage and available for online streaming.

125) System shall have access to the internet and be able to display webpages

126) System shall be integrated with building video infrastructure and distributed throughout

127) System shall integrate with EOC functions and features

128) System shall provide for video conferencing in virtual meetings with anyone outside of the Council Chamber.

129) The Council Chambers video production system will include the following:

- One fixed position Full HD camera to record the podium presenter.
- One pan-tilt-zoom camera positioned to record the full dais in a wide angle.
- One pan-tilt-zoom camera to be operated for close up of individual speakers on the dais.
- One camera switching system with joystick and touch screen operation providing the operator with a preview of all cameras, a focused preview of a selected camera, and a program output view.
- One computer to provide for control and capture of video.
- One hard disk back up storage for redundant capture of the program output.

COUNCIL CHAMBER VOTING SYSTEM

130) The City has identified the following iCompass Solutions (www.icompasstech.com) as the agenda management/voting system.

- Meeting Manager Pro
- Video Manager HD

131) Each councilmember position at the Dais will receive, in addition to the above:

- One 22" Full HD touch screen display on a stand.
- One touch screen capable of operating the iCompass agenda management and voting software.
- Each presentation touch screen display on the Dais will be fed with the presentation output. Councilmembers and the dais operator may use the touch surface to annotate on top of the video image. This annotation will show on all presentation displays, including the audience displays, confidence monitor, and dais presentation displays. An output of the presentation will be captured for records.
- Two 10" touch panel controllers; one located at the Media control location and one at the dais operator position.

COUNCIL CHAMBER EMERGENCY OPERATIONS CENTER

132) Bidder shall propose a modular system that can be stored away when not in use, and easily deployed when needed. The system shall include the following:

- Digital White Board
- Bidder shall propose a digital white board or capacitive touch monitor with computer that can be used with a stylus, finger, and wireless keyboard and mouse
- Display shall be affixed to a rolling mount for easy setup and removal.
- Display shall be output to the video matrix system to be viewed on any screen in the facility.

- 133) Bidder shall provide for two of the Council Chamber displays to receive cable or satellite service.
- 134) System shall provide the ability for wired or wireless screen sharing of computers or personal devices to any screen in the building.
- 135) Each data drop location (as referenced in construction plan set D2.1) shall contain dual data and video feeds along the North and South walls of the Council Chamber.

MAINTENANCE AND SERVICE

- 136) Bidders shall provide a maintenance agreement for the systems installed as part of this RFP. The agreement shall be for a period of two (2) years from the date of contract execution with an option to extend the agreement for an additional two (2) years upon City Council approval. Bidder shall provide a separate bid submittal sheet with total cost per year for regularly scheduled maintenance as defined below:

Regularly Scheduled Maintenance

- 137) Verify access control system operation at each door/window/gate etc. on a bi-annual basis. Report any deficiencies or wear of door openings and structure.
- 138) Clean and maintain exterior cameras on a monthly basis. Recommend repair or replacement as needed. Camera function test via remote access on a bi-weekly basis.
- 139) Clean and maintain interior cameras on a quarterly basis. Recommend repair or replace as needed. Camera function test via remote access on a bi-weekly basis.
- 140) Camera server system maintenance to maintain latest security and software updates. Verify failover backups are in place and viable on a monthly basis. Verify adequate server and camera resources for proper system function on a monthly basis. Test of automated camera features and system presets on a monthly basis.
- 141) Security system maintenance. Check backup batteries, sensors, contacts, and keypad response on a bi-annual basis.
- 142) Emergency systems testing including: audio annunciation systems, emergency access lockdown system, security system, and coordination with Fire Department on fire alarm system testing on a bi-annual basis.
- 143) Distributed video system testing to all displays in the facility. Manage local and distributed device system and/or firmware updates and verify account access on an annual basis.
- 144) Council Chamber AV system testing including audio distribution, video distribution, microphone systems, network connectivity, voting systems, and related systems on an annual basis.
- 145) Emergency Operations Center equipment testing including all hardware, communications, and system interfaces on an annual basis.

146) Inspect interior and exterior wires (where accessible), paths, junction points, splice points, and cable terminations on an annual basis.

Bidder shall include rate schedule for any service requests that are outside of the scope of "Regularly Scheduled Maintenance". These service types shall include: Non-emergency, Emergency during regular business hours, and Emergency After Hours, as defined below:

147) Non-emergency service requested during regular business hours

148) Bidder shall provide non-emergency service when requested during City's regular business hours.

149) Non-emergency service shall be defined as: not affecting the functionality of critical systems such as: Interior and Exterior access control, Interior and Exterior surveillance, Security alarm, Emergency Operations Center system, or Council Chamber systems when meetings are not scheduled within 2 days.

150) A technician shall respond and assess via remote connection or on-premises within four (4) hours of request.

151) Service shall be scheduled within two (2) business days or later based on access to replacement parts.

152) Bidder shall include rate schedule per hour for this level of service performed by:

- Low Voltage Technician
- IT Technician

Emergency Service Requested DURING City's Regular Business Hours

153) Emergency service shall be defined as: having affected functionality of critical systems such as: Interior and Exterior access control, Interior and Exterior surveillance, Security alarm, Emergency Operations Center system, or Council Chamber systems when meetings are scheduled within 2 days.

154) A technician shall respond and assess via remote connection or on-premises within two (2) hours of request.

155) Service shall be scheduled immediately following technician's assessment

156) Bidder shall include rate schedule per hour for this level of service performed by:

- Low Voltage Technician
- IT Technician

Emergency Service Requested AFTER City's Regular Business Hours

157) Emergency service shall be defined as: having affected functionality of critical systems such as: Interior and Exterior access control, Interior and Exterior surveillance, Security alarm, Emergency Operations Center system, or Council Chamber systems when meetings are scheduled within 2 days.

158) A technician shall respond and assess via remote connection or on-premises within two (2) hours of request.

159) Service shall be scheduled immediately following technician's assessment

160) Bidder shall include rate schedule per hour for this level of service performed by:

- Low Voltage Technician
- IT Technician

COMPLETE PACKAGE

161) Bidder shall include any and all equipment, materials, components, wiring, configuration, installation, and physical labor associated with the successful completion of the project.

SPECIFIC EXCLUSIONS FROM SCOPE

- All furniture is to be provided by the cabinet fabricator to spec.
- The door latch will be provided by the door contractor.
- Floor boxes are to be provided by the builder. Provide required call out specifications as needed. Cable trays and down-wall conduit to be provided by the builder.
- Gate operator to be provided by the gate contractor.
- Fire and sprinkler systems to be provided by fire contractor.
- Cable Tray.
- Conduit and boxes as required. Both above and underground.



LOW VOLTAGE SYSTEM FOR
THE CITY OF DESERT HOT SPRINGS
NEW CITY HALL PROJECT

ITEMS OF WORK	SCHEDULED VALUE
DESIGN	
EQUIPMENT	
CONSTRUCTION	
MAINTENANCE	
TOTAL COST	

CONTRACTOR NAME: _____

APPROVED BY: _____ NAME (PRINTED): _____

DRAFT

PUBLIC WORKS CONSTRUCTION AGREEMENT

**BY AND BETWEEN
THE CITY OF DESERT HOT SPRINGS
AND**

THIS PUBLIC WORKS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____, by and between the City of Desert Hot Springs, a municipal corporation located in the County of Riverside, State of California, hereinafter referred to as "City," and _____, a _____, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the City desires to retain Contractor, on an independent contractor basis, to perform [INSERT BRIEF DESCRIPTION OF SERVICES] as more particularly described below; and

WHEREAS, Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND RELEASES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. Incorporation by Reference

The foregoing recitals are hereby expressly made a part of this Agreement as though fully set forth herein.

2. Project Information.

- Location: _____ as depicted in Contractor's proposal dated _____, 20____, and attached hereto and incorporated herein as Exhibit "A" ("Scope of Services" or sometimes "Project"). In the event any conflict exists between this Agreement minus the Scope of Services, on the one hand, and the Scope of Services, on the other hand, the former shall supersede.

- Project description, including significant materials to be used and equipment to be installed: _____, in the City of Desert Hot Springs, California, as set forth in the Scope of Services.
- License classification applicable to Project: _____
- Approximate start date: _____
- Approximate completion date: _____
- Substantial completion of work evidenced by: Inspection and approval by City Staff.
- It is expressly agreed that except for extensions of time duly granted by the City, in writing, time shall be of the essence.
- The parties agree that the specifications, standards, and procedures set forth in the 2015 Greenbook: Standard Specifications for Public Works Construction (“Greenbook”) shall govern the completion of the Project, and to such extent the Greenbook is incorporated herein by this reference; provided, however, in the event any conflict exists between this Agreement and the Greenbook, this Agreement shall supersede unless otherwise required by law.

3. Contractor Information

- Address: _____
- License Number: _____

4. Insurance Coverage

a. Contractor shall procure and maintain at its own expense, until expiration of the term of this Agreement as defined in Section 9, commercial general liability insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers and agents and independent contractors. Contractor shall provide insurance on an occurrence, not claims-made basis. Contractor acknowledges and agrees that, for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess insurance, personal and advertising injury coverage shall be triggered by an “offense” while bodily injury and property damage coverage shall be triggered by an “occurrence” during the policy period.

b. Contractor shall further procure and maintain at its own expense, until expiration of the term of this Agreement as defined in Section 9, commercial vehicle liability insurance covering personal injury and property damage, of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence, and Two Million Dollars in the aggregate (\$2,000,000), covering any vehicle utilized by Contractor or its

officers, employees, servants, volunteers and agents and independent contractors in performing the services required by this Agreement.

c. Unless Contractor has no employees and is exempt from worker's compensation requirements, Contractor shall further procure and maintain at its expense, until expiration of the term of this Agreement as defined in Section 9, workers' compensation insurance providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by the Contractor pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the City. Contractor agrees to waive its statutory immunity under any workers' compensation or similar statute, as respecting the City, and to require any and all subcontractors and any other person or entity involved in the Project to do the same.

Worker's Compensation Insurance:

- Contractor has no employees and is exempt from workers' compensation requirements.
- Contractor carries workers' compensation insurance for all employees.

d. All policies required by this section shall be secured from insurers authorized to do business in the State of California with an "A" policyholder's rating or better and a financial rating of at least Class VII, in accordance with the current Best's Ratings.

e. Contractor agrees to require that all parties, including but not limited to subcontractors, architects, engineers or others with whom Contractor enters into contracts or whom Contractor hires or retains pursuant to or in any way related to the performance of this Agreement, provide the insurance coverage required herein, at minimum, and name as additional insureds the parties to this Agreement. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section.

f. In the event this Agreement is terminated for any reason prior to the completion of all obligations and requirements of this Agreement, Contractor agrees to maintain all coverages required herein until the City provides written authorization to terminate the coverages following the City's review and determination that all liability posed under this Agreement as to the party providing insurance has been eliminated.

g. Contractor agrees and acknowledges that if it fails to obtain all of the insurance required in this Agreement in accordance with the requirements herein, or to obtain and ensure that the coverage required herein is maintained by any subcontractors or others involved in any way with the Project, Contractor shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of

any kind or nature attributable to the City, and/or their officers, employees, servants, volunteers, agents and independent contractors.

5. Insurance Documentation

a. Contractor shall provide certificates of insurance with original endorsements to the City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Contractor shall ensure that the most current certification of insurance shall be delivered to and retained by the City at all times until expiration of the term of this Agreement as defined in Section 9.

b. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the comprehensive general liability and commercial vehicle liability policies shall bear endorsements whereby it is provided that the City, and its officers, employees, servants, volunteers, agents and independent contractors are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

c. Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City, and their officers, employees, servants, volunteers, agents and independent contractors.

d. Each policy required herein must be endorsed to provide that the policy shall not be cancelled or non-renewed by either party, or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with at least thirty (30) days prior written notice of said cancellation, non-renewal, or reduction, with the exception that only ten (10) days prior written notice shall be required in the event of cancellation for nonpayment of premium.

e. All insurance policies required to be provided by Contractor or any other party must be endorsed to provide that the policies shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained or available to the City, and their officers, employees, servants, volunteers, agents and independent contractors.

6. Security

a. Contractor shall, concurrently with the execution hereof and to the extent not already completed, furnish a payment bond at no expense to the City, in substantially the same form as that attached hereto and made part hereof as Exhibit "B," in an amount equal to _____ Dollars and No Cents (\$ _____), as security of the payment of all persons performing labor and furnishing materials in connection with this Agreement. To be acceptable, the surety company must be authorized to do business and have an agent for service of process in California, be on the accredited list of the United States Treasury Department, and have an "A"

policyholder's rating and a financial rating of Class V, or better, in accordance with the current Best's Rating.

b. Contractor shall, concurrently with the execution hereof and to the extent not already completed, furnish a performance bond at no expense to the City, in substantially the same form as that attached hereto and made part hereof as Exhibit "C," or deposit an amount with the City equal to _____ Dollars and No Cents (\$_____), as security for the faithful performance of this Agreement. To be acceptable, the surety company must be authorized to do business and have an agent for service of process in California, be on the accredited list of the United States Treasury Department, and have an "A" policyholder's rating and a financial rating of Class V, or better, in accordance with the current Best's Rating.

c. The surety on any and all bonds and the form thereof shall be satisfactory to the City Attorney.

d. The payment bond shall remain in force and shall not be released until at least seven (7) months after the date of recordation of the Notice of Completion or Notice of Acceptance, whichever occurs first. The performance bond shall remain in force until at least (1) year after the date of final acceptance of the Project, unless the City determines, in its sole and absolute discretion, to release the Performance Bond earlier and notifies Contractor of the same in writing.

7. Compensation; Payments

a. Contractor shall be paid compensation not to exceed _____ Dollars and No Cents (\$_____) for the services rendered by Contractor pursuant to this Agreement, including profit, labor and materials, in accordance with the Scope of Services.

b. Contractor shall invoice the City for the performance of the services under this Agreement in the amount agreed upon by the parties herein. Subject to the retention provisions below, Contractor shall be paid the amount specified in the invoice within 30 days of receipt by the City, provided that the services reflected in the invoice were performed to the reasonable satisfaction of the City in accordance with the terms of this Agreement.

c. Pursuant to Public Contract Code section 9203, the City shall retain no less than five percent of the compensation to be paid to Contractor which shall be released to the Contractor no later than sixty (60) days from the date of the City's acceptance of the work pursuant to this Agreement.

8. Extra Work and Change Orders

Extra work and change orders shall become a part of this Agreement once the extra work or change order is approved in writing and signed by the City and Contractor, prior to the commencement of any extra work or change in work covered by the change order. The City's form change order shall be used for both extra work and a change in work. The change order must describe the scope of the extra work or change in work,

and the cost to be added or subtracted from this Agreement. The City shall not require Contractor to perform any extra work or a change in work without written authorization. A change order shall not be enforceable against the City unless the change order complies with this provision.

9. Term

Contractor will perform the services set forth in the Scope of Services and in any approved change orders pursuant to section 1 of this Agreement, the term of which shall commence as of _____, and shall expire one (1) year following the City's acceptance of the Project pursuant to this Agreement, or upon release of the Performance Bond in accordance with Section 6.d. of this Agreement, whichever occurs first.

10. Independent Contractor

Contractor shall at all times during the term of this Agreement perform the services described in this Agreement as an independent contractor, and hereby waives any claims for any compensation or benefits afforded to City employees and not to independent contractors.

11. Civil Code Section 1542 Waiver

a. Contractor expressly waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

b. This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Contractor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Initials

12. Acceptance of Work

Acceptance of the Project shall be by action of the City Council or its designee. Neither the acceptance nor prior inspections or failure to inspect shall constitute a waiver by the City of any defects in the Project. From and after acceptance, the Project shall be owned and operated by the City. As a condition to acceptance, Contractor

shall certify to the City in writing that all of the Project performance has been performed in strict conformity with this Agreement and that all costs have been paid, satisfactory to the City, guaranteeing such performance.

13. Warranty

a. In addition to Contractor's other obligations under this Agreement, Contractor warrants all work and materials to be of good quality and fit for the purpose and intended use for a duration that shall continue until expiration of the term of this Agreement as described in Section 9, or the longest period permitted by law, whichever is later. If any defects in materials or workmanship become evident prior to expiration of the warranty granted in this Section, the Contractor shall, at its own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the this Agreement. Contractor shall also repair, replace and restore any other work which is displaced in correcting defective work as well as other portions of the work which the City by reason of such defects reasonably suspects may also be defective. In the event of a failure to commence with the compliance of above-mentioned conditions within seven (7) calendar days after being notified in writing or failure to diligently pursue such compliance to completion, the City is hereby authorized to proceed to have the defects repaired and made good at the expense of Contractor who hereby agrees to pay the cost and charges therefor immediately on demand.

b. If, in the opinion of the City, nonconforming work creates a dangerous condition or requires immediate correction or repair to prevent further loss to the City or to prevent interruption of operations, the City shall attempt to give the Contractor notice. If Contractor cannot be contacted or does not comply with the City's request for correction within a reasonable time as determined by the City, the City may proceed to make such correction or provide such repair. The costs of such correction or repair shall be charged against Contractor, who agrees to make payment for said costs upon demand. Corrective action by the City will not relieve Contractor or Contractor's sureties or insurers of the guarantees and indemnities of this Agreement.

c. This section does not in any way limit the City's remedies available under the law, or the guarantee or warranty on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a longer guarantee or warranty period. Contractor agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish the City all appropriate guarantees or warranty certificates upon completion of the Project. No manufacturer's guarantee period shall in any way limit the liability of Contractor or Contractor's sureties and insurers under the indemnity or insurance provisions of this Agreement.

14. Indemnification

a. Contractor shall defend, indemnify and hold harmless the City, their officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith) arising out of the performance of this Agreement, except for any such claim arising out of the sole or

active negligence or willful misconduct of the City, or their officers, agents, employees or volunteers.

b. If Contractor should subcontract all or any portion of the work to be performed under this Agreement, Contractor shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers to the same extent as Contractor is required in the preceding paragraph.

c. The City does not, and shall not, waive any rights that it may have against Contractor under this Section because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, loss, cost or expense described herein.

d. Notwithstanding the foregoing provisions of this section, Contractor shall not be responsible for damages or be in default or deemed to be in default by reason of delay caused by strikes, lockouts, accidents, or acts of God, or the failure of the City to furnish timely information or to approve or disapprove Contractor's work promptly, or by reason of delay or faulty performance by the City, construction contractors, or governmental agencies, or by reason of any other delays beyond Contractor's control, or for which Contractor is without fault.

e. This section shall survive termination or expiration of this Agreement.

15. Default

a. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within fifteen days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

b. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default of any party to this Agreement may remain uncured for more than fifteen days following written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party

shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

16. Licenses, Certifications and Permits

Contractor represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement.

17. Labor Laws, Prevailing Wages

a. All work or services performed within the State of California pursuant to this Agreement by Contractor, Contractor's employees and independent contractors, or Contractor's subcontractors and its subcontractors' employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.

b. Contractor represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of race, denial of family and medical care leave, religious creed (including religious dress and grooming practices), color; national origin (including language use restrictions), ancestry, physical disability or mental disability (including HIV and Aids), medical condition (cancer and genetic characteristics), genetic information, military or veteran status, marital status, gender, gender identity, gender expression, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), age or sexual orientation. Unless otherwise permitted under the law, Contractor shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

c. Contractor and all of Contractor's subcontractors, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code ("Labor Code"), the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the California Department of Industrial

Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm> and are on file at City Hall, as provided in Section 1773.2 of the Labor Code. Said rates shall be posted at the Project site where work is to be performed, in accordance with Labor Code Section 1773.2. Contractor shall access a copy of the wage rate determination and shall make all subcontractors, if any, aware of the determination. As the wage determination for each craft reflects an expiration date, it shall be the Contractor's responsibility to ensure that the prevailing wage rates of concern are current and paid. Subject to the safe harbor provisions of Labor Code Section 1775, Contractor shall forfeit to the City an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, as set by the Labor Commissioner in accordance with the terms of Labor Code section 1775, for each laborer, workmen or mechanics employed that is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1781 inclusive. Contractor and any and all or its subcontractors shall forfeit to the City twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code. In the event the total cost of the Project is thirty thousand dollars (\$30,000.00) or more, Contractor shall further comply with provisions set forth in Labor Code Section 1777.5 pertaining to employment of properly registered apprentices, including without limitation the obligation to (i) pay employed apprentices the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of craft or trade to which he or she is registered; (ii) employ apprentices in at least the ratio as set forth in said section; (iii) submit contract award information to an applicable apprenticeship program; and (iv) contribute to California Apprenticeship Council.

d. Contractor and all subcontractors hired to perform any work under the Project shall keep accurate payroll records, including the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker, in accordance with Section 1776 of the Labor Code. Payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") or in a manner containing the same information as the forms provided by the DLSE. Failure to comply with the above may result in monetary penalties to the Contractor or affected subcontractor. Payroll records shall be verified by written declaration made under penalty of perjury, that the information contained in the records is true and correct. Contractor and any and all subcontractors shall make a certified copy of all payroll records available for inspection by DLSE, the City or any member of the public and otherwise provide certified copies of such records to any of the foregoing within ten (10) days of Contractor's and subcontractor's receipt of written request therefor. Failure to comply with the above may result in monetary penalties, in accordance with Labor Code Section 1776(d) and (h).

e. Notwithstanding anything else to the contrary, Contractor hereby acknowledges that all contractors and subcontractors must be registered with the Department of Industrial Relations ("Department") pursuant to Labor Code Section

1725.5 in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract, including this Agreement, that is subject to the payment of prevailing wages. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In accordance with Section 3700 of the Labor Code, Contractor must secure payment of compensation to all Contractor's employees. Contractor represents and warrants that Contractor is registered with the Department in the manner prescribed by the Department and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Contractor entering into any contracts with any subcontractor, Contractor shall obtain proof that all such subcontractors have also registered with the Department in accordance with Section 1725.5.

18. Notices

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the City: Community Development Director
 City of Desert Hot Springs
 65-950 Pierson Blvd.
 Desert Hot Springs, CA 92240
 Telephone: (760) 329-6411
 Facsimile: (760) 288-3129

To Contractor: _____

b. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

19. General Conditions

a. Severability. If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

b. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

c. Cumulative Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other party.

d. Venue. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

e. Litigation Expenses and Attorneys Fees. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

f. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

g. Entire Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and supersedes any and all other agreements, either oral or written, between the City and Contractor. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

h. Conflicts of Interest. Contractor covenants that it does not have any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of Contractor's services under this Agreement. In the event the City officially determines that Contractor must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Contractor shall file the subject Form 700 with City Hall, as specified under the Notice provisions of this Agreement, pursuant to the written instructions provided by the City.

i. Termination. This Agreement may be terminated by the City immediately for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF DESERT HOT SPRINGS

Charles Maynard, City Manager

By Its: _____

ATTEST:

Jerryl Soriano, CMC, City Clerk

APPROVED AS TO FORM:

Jennifer A. Mizrahi, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

**SEE ATTACHED PROPOSAL
DATED _____**