



Date: June 13, 2017

To: City Manager for Council Action

From: Director of Information Technology/CIO

Subject: Approve, and Authorize the City Manager to Execute, a Call Agreement and Call No. 17-1 for Professional Services with ELB US Inc. for an Upgrade of the Audio-Visual Systems in the Council Chambers

EXECUTIVE SUMMARY

The proposed master call agreement with ELB US Inc. addresses the audio-visual and broadcast infrastructure implementation and support needs in City facilities. Call No. 17-1 is specifically for upgrading the broadcast system equipment in the Council Chambers as the immediate priority. The broadcast equipment is unreliable and has failed during meetings. Upgrading the Council Chamber's audio-visual system & broadcast equipment will not only improve system reliability, quality, and functionality but allow for a high definition feed to stream online as part of our new agenda management and video streaming implementation. While this upgrade will allow for high definition, the City broadcast on Channel 15 will continue in standard definition until ATT & Comcast are available to broadcast cable in HD in the Santa Clara area. In addition, meetings held in the City Manager's Conference Room will be able to be broadcast as needed. Subsequent phases include the implementation of digital signage and video conferencing. The project includes the planning, purchasing, installation, and support of the equipment including cameras, projectors, microphones, screens, as well as capture and control equipment.

The City issued a Request for Proposals (RFP) in March 2017 for Enterprise Audio-Visual Professional Service Solutions. ELB US Inc. was determined to be the best fit for the City's needs based on their proposed solutions and services matching our RFP requirements and expectations. The project is budgeted under Capital Project Institutional Communication Networks that is funded by Public, Educational, and Governmental Access (PEG) cable fees collected from Comcast and AT&T to provide public broadcast services and information. The use of these funds to improve the audio video broadcast quality is critical and staff recommends the approval of the Master Call Agreement and Call No. 17-1 with ELB US Inc. in an amount not to exceed \$397,433.

A copy of the Call Agreement and Call No. 17-1 with ELB US Inc. can be viewed on the City's website and is available in the City Clerk's Office for review during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE

The Master Call Agreement Call No. 17-1 will provide necessary improvements for the Council Chambers and subsequent phases to implement digital signage and video conferencing. PEG cable fees collected from Comcast and AT&T, as directed by the Digital Infrastructure and Video Competition Act (DIVCA) of 2006, are identified for uses to provide and support PEG facilities and institutional networks and to provide broadcast services in City buildings for public broadcast services and information. This dedicated funding is available for this project and will not impact the General Fund.

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ECONOMIC/FISCAL IMPACT

The total cost of services under Call No. 17-1, including a contingency fund of 10%, are not to exceed an amount of \$397,433. Sufficient funds are available in the General Government Fund Capital Project Institutional Communication Networks account, 539-1921-80XXX-6072.

RECOMMENDATION

That the Council approve, and authorize the City Manager to execute, a Call Agreement and Call No.17-1 with ELB US Inc for Professional Services in an amount not to exceed \$397,433 for an Upgrade of the Audio-Visual Systems in the Council Chambers.



Gaurav Garg
Director of Information Technology/CIO

APPROVED:



Rajeev Batra
City Manager

^{OK PL}
Certified as to Availability of Funds:
539-19xx-80xxx-6072 \$ 397,433.00



Angela Kraetsch
Acting Director of Finance

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

- 1) *Call Agreement for Professional Services with ELB US INC*
- 2) *Call form 17.1 with ELB US INC*

**COUNCIL AND AUTHORITIES
AGENDA MATERIAL ROUTE SHEET**

Council Date: 6/13/17

SUBJECT: Approve, and authorize the City Manager to execute, a Call Agreement and Call No.17-1 for Professional Services with ELB US INC for an Upgrade of the Audio Visual Systems in the Council Chambers

PUBLICATION REQUIRED:

The attached Notice/Resolution/Ordinance is to be published _____ time(s) at least _____ days before the scheduled meeting/public hearing/bid opening/etc., which is scheduled for _____.

AUTHORITY SOURCE FOR PUBLICATION REQUIREMENT:

Federal Codes:
Title _____ U.S.C. § _____
(Titles run 1 through 50)

California Codes:
Code _____ § _____
(i.e., Government, Street and Highway, Public Resources)

Federal Regulations:
Title _____ C.F.R. § _____
(Titles run 1 through 50)


California Regulations:
Title _____ California Code of Regulations § _____
(Titles run 1 through 28)

City Regulations:
City Charter § _____
(i.e., 1310. Public Works Contracts. Notice published at least once at least ten days before bid opening)

City Code § _____

Reviewed and approved:

1. As to City Functions, by



Department Head

2. As to Legality, by



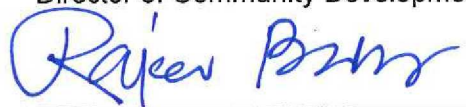
City Attorney's Office/CAO Assign. No 17.1022

3. As to Environmental Impact Requirements, by

N/A

Director of Community Development

4. As to Substance, by



City Manager

* Agenda Material Route Sheet required for all agreements, contracts, resolutions, ordinances, notices requiring publication, master plan reports and grant applications

**CALL AGREEMENT BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
ELB US Inc.
for Enterprise Audio/Visual Services**

PREAMBLE

This call agreement ("Agreement") is by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, California 95050 ("City") and ELB US Inc., a Delaware corporation, with its principal place of business located at 415 Boulder Court, Suite 100, Pleasanton, California 94566 ("Contractor"). City and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

Whereas:

- A. Contractor agrees to provide certain professional services to City on an on-call basis;
- B. Contractor has the ability and desire to provide the quality and type of professional services which meet the objectives and requirements of City as set forth in this Agreement; and,
- C. The Parties have specified in this Agreement the terms and conditions under which such services will be provided to and paid for by the City.

In consideration for the mutual promises contained in this Agreement, the Parties agree as follows:

AGREEMENT PROVISIONS

1. SCOPE OF SERVICES

1.1. To the extent possible, the professional services to be provided under this Agreement shall be performed in the City of Santa Clara and the services shall be described in detail by the Contractor and submitted in a written proposal to the City ("Services"). The Contractor's final proposal will be included as an exhibit entitled, "Scope of Services" attached to a subsequent agreement between the Parties referred to in this Agreement as a "Call" or a "Call for Services." Each Call will incorporate the terms of this Agreement by reference and must be signed by both Parties. Contractor agrees to provide professional services to the City as specified in each respective Call, to the extent funds have been authorized by the City.

1.2. No Services shall be performed or paid for under this Agreement except as specifically set forth and required in a written Call. No compensation may be sought under this

Agreement for work performed prior to the issuance of a Call or for work to be performed or paid for under another contract. No compensation shall be paid in excess of the maximum dollar amount indicated in each respective Call for Services.

- 1.3. The Parties acknowledge that on the Effective Date of this Agreement, they are unaware of the details of all of the services which may be needed by City or provided by Contractor during the term of this Agreement. The Parties intend to specify the details and value of such Services in a subsequent Call, if any. This Agreement does not require that any Call(s) be signed. The Parties intend to provide the details of the contractual relationship between the Parties in this Agreement, so that by incorporating the terms of this Agreement in the Call(s), the Call may be brief and address the specific Services to be provided, the details of the time when the Services are to be provided and the schedule and amount the Contractor is to be paid for such Services.

2. PAYMENT

- 2.1. **Not to Exceed Maximum Amount.** The total amount billed to, and paid by, City for Services provided and authorized expenses incurred under a Call shall not exceed the maximum dollar amount specified in the Call. Contractor shall complete all Services contained within the scope of a Call regardless of whether the not to exceed amount has been reached, at no extra charge to the City. However, Contractor shall not perform any Services outside the scope of the Call without prior written authorization when the amount billed for under a Call exceeds the maximum dollar authorized amounts in the Call.
- 2.2. **Monthly Invoices.** Unless provided otherwise in a particular Call, payment to Contractor shall be in accordance with the procedures in this paragraph 2.2 and in paragraph 2.3. On a monthly basis, Contractor shall prepare an invoice which includes an itemization of all time spent based on the percent of Services complete, as well as any Authorized Expenses incurred (i.e., Out-of-Pocket Costs, Sub-contracted Services and/or Extraordinary Expenses).
 - 2.2.1. If a particular Call directs that an invoice be presented in a format of a time sheet rather than as a percentage of Services completed, the itemization on each monthly invoice shall set forth the amount of time (recorded in quarter hours), the name of the employee performing the task and a description of each task performed. After setting forth the time spent on a daily basis, the itemization will provide a summary, at its end, of the total hours spent by each employee for the month, the hourly rate charged for that employee, and the total value of the service rendered by that employee for the month. The amount billed for Services shall then be determined by adding the value for the Services rendered by each employee for that particular month.
 - 2.2.2. All monthly invoices shall also include a written itemization of the Authorized Expenses incurred, if any, with a detail listing the cost and source of such

expenses and when they were incurred.

2.2.3. Contractor shall maintain documentation of such time and costs for City inspection for a period of three (3) years from the date of termination of this Agreement.

2.2.4. Within thirty (30) days of receipt of an itemized written invoice from the Contractor, City shall pay Contractor the amount billed for Services performed and authorized costs incurred under the Call during that billing period.

2.3. Authorized Expenses. The amount billed for Services shall be determined as set forth in paragraph 2.2 above plus the following amounts, if allowed under the Call:

2.3.1. "Out-of-Pocket Costs". Contractor's Out-of-Pocket Costs are those expenditures made by Contractor, other than employees' salaries and payment for Services of retained specialists, which are directly chargeable to the Services performed and which would not otherwise have been incurred by Contractor. Unless otherwise provided, the Out-of-Pocket Costs must be approved in writing in advance by City and may be billed to the City and reimbursed to the Contractor only as specifically authorized and set forth in each respective Call. Authorized Out-of-Pocket Costs shall be billed without additional markup or administrative charge;

2.3.2. Per Diem. A Call will state whether or not it includes an estimate for anticipated travel expenses. If the Call does not include an estimate for anticipated travel, then the provisions of this paragraph shall apply. A Party's travel expenses include airfare, rental car, or mileage, lodging and meals. The Party who is receiving the services pursuant to a particular Call, is the Reimbursing Party. Prior to incurring any charge for travel, the Party planning to travel ("Traveling Party") shall (1) confirm that the Reimbursing Party is available for meetings on the proposed dates and (2) provide (either verbally or by facsimile) a price quote to the Reimbursing Party for the anticipated airfare prior to the charge being incurred, the Reimbursing Party shall either verbally or by facsimile confirm that the airfare may be incurred; in the event that the Reimbursing Party verbally confirms that the airfare may be incurred, the Traveling Party *shall* confirm in writing (prior to incurring the charge) that the Reimbursing Party has agreed to the charge. All travel expenses shall be reimbursed at cost, with no mark-up. Hotel rooms shall not exceed a cost of \$125 per night unless otherwise agreed by Reimbursing Party. Airfare and car rentals shall be reimbursed at economy class, unless economy class is unavailable through no fault of the booking party. Mileage, if applicable, shall be reimbursed in accordance with the current IRS guidelines for mileage reimbursement. Reasonable attempts shall be made to make plane reservations in advance in order to take advantage of lower fares. In the event that travel plans must be canceled or re-scheduled due to the fault of the Reimbursing

Party, then the Reimbursing Party shall pay for any costs associated therewith; if the travel is canceled or re-scheduled due to the fault of the Traveling Party, then the Traveling Party shall bear the expense. Invoices for travel expenses shall be supported by receipts, and shall be reimbursed in accordance with paragraph 2.2.1. Meals, if reimbursed, shall not exceed fifty dollars (\$50) per day.

2.3.3. Any authorized "Sub-contracted Services" incurred by Contractor.

Authorized Sub-contracted Services are services provided by a retained specialist or sub-contractor and may be billed to City only if specifically described and authorized in a Call. (Retained specialists and sub-contractors shall include individuals or organizations offering qualified special services to City who are particularly skilled in one or more fields and who may be occasionally employed by the Contractor to fill the need for special or unusual services. Unless otherwise provided, the cost of furnishing such special services must be approved in writing in advance by City and the costs billed to City and reimbursed to the Contractor shall be only the actual charges of the retained specialist or sub-contractor, without additional markup or administrative charge); and/or,

2.3.4. Any other authorized "Extraordinary Expenses" incurred, if any, as set forth in the Call. Authorized Extraordinary Expenses shall be billed without additional markup or administrative charge.

2.4. Retainer or Flat Fee for Services. The Parties to this Agreement may, from time to time, determine that payment for a certain Scope of Services set forth in a Call pursuant to this Agreement should be made to Contractor on a retainer or flat fee for Services basis ("Stipulated Fee"). If the Parties so agree, then the provisions of this paragraph and the provisions of paragraph 2.2.1 shall apply, unless the Call provides otherwise. The Call shall set forth the maximum monthly or annual fee agreed to by the Parties as it relates to any Agency Fee or to any Out-of-Pocket Costs, and Contractor shall not exceed the amount(s) agreed to without written approval of City. The maximum Agency Fee agreed upon by the Parties is deemed to fully compensate Contractor for all work necessary for Contractor to complete the Scope of Work set forth in a Call.

3. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives, or agents shall have the right during the term of this Agreement, and for three (3) years from the date of final payment under this Agreement, to audit Contractor's books and records for the purpose of verifying any and all charges made by Contractor in connection with Contractor's compensation under Calls made pursuant to this Agreement, including termination of Contractor's Services. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expense not so recorded shall be disallowed to Contractor.

4. BUSINESS TAX LICENSE REQUIRED

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

5. PROSECUTION OF WORK

Contractor shall perform the Services required under this Agreement and the Call(s) made pursuant to it in an efficient and expeditious manner. Contractor shall commence work on the Effective Date specified in the applicable Call. Contractor is responsible for any delays caused by Contractor, its agents or subcontractors, or caused by factors directly or indirectly under its control. No extension of time for performance shall be given for such delays.

6. QUALIFICATIONS OF CONTRACTOR; STANDARD OF WORKMANSHIP

Contractor represents that it has sufficient qualified personnel to furnish the Services described under this Agreement and that the Services will be furnished in accordance with generally accepted professional standards and practices in the industry.

The work furnished to the City pursuant to any of the Calls under this Agreement shall be of a quality acceptable to the City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct. The minimum standard of appearance, organization and content of the documents shall be that used by the City for similar projects.

7. SUSPENSION OR TERMINATION

City may suspend or terminate this Agreement or any or all work covered under any Call under this Agreement at any time upon thirty (30) days' prior written notice. Contractor may terminate this Agreement as set forth in paragraph 6.4. Said termination or suspension shall be effective as of the thirtieth day after the date of the notice ("Effective Date of Termination"). This Agreement, and any portion of the Scope of Services described in any Call including but not limited to any specific task, project, study, advertisement or campaign, may be terminated by the City upon written notice delivered personally or by registered mail or equivalent mail or delivery service which provides for an office signature of receipt. With regard to termination of any portion of the Scope or any specific task, termination will be effective immediately, unless economic or practical considerations result in the Parties mutually agreeing to a specific termination date.

7.1. If such termination is due to the fault of Contractor, and if City agrees to make payment for all work and Services satisfactorily rendered up to the Effective Date of Termination, payment will be made within thirty (30) days of receipt of a statement for work and Services performed. Contractor shall immediately take proper steps to

effect City's instructions, canceling any commitments previously authorized by City, if City so requires. City may deduct from such payment the amount of actual damage, if any, sustained by City by virtue of the failure to perform the Services or for breach of this Agreement by Contractor.

- 7.2. If such termination is not due to the fault of Contractor, then City agrees to make payment for all work and Services rendered up to the Effective Date of Termination within thirty (30) days from receipt of a statement for work and Services performed. Contractor shall immediately take proper steps to effect City's instructions, canceling any commitments previously authorized by City, if City so requires. City shall reimburse Contractor for any costs, expenses or service charges incurred by Contractor as a result of canceling previously authorized outsourced services.
- 7.3. Upon termination of this Agreement, Contractor shall transfer, assign and make available to City or City's representative, all property and materials in Contractor's possession belonging to and paid for by City.
- 7.4. Contractor may suspend or terminate this Agreement upon completion of work on all outstanding Call(s). Contractor may terminate work under a particular Call if the City is in default of the terms of this Agreement or any Call.

8. AVAILABILITY OF FUNDS

City represents that adequate funds will be available to make payments for Services received as required by each Call.

9. CONTRACTOR IS AN INDEPENDENT CONTRACTOR

In performing work under this Agreement, Contractor is not an agent or employee of City, but is an independent contractor for professional Services with full rights to manage its employees subject to the requirements of the law. All persons employed by Contractor in connection with this Agreement will be employees of Contractor and not employees of City in any respect.

10. AMENDMENTS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties.

11. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissioners, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost and/or expense or damage ("Claim"), including all costs and reasonable attorney's fees in providing a defense to any such Claim which arises from Contractor's acts, errors or omissions with respect to, or in any way

connected with, the prosecution of the work performed by Contractor pursuant to this Agreement.

12. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall be three (3) years, beginning on the Effective Date and terminating three years later. However, this Agreement shall be deemed extended for such time as is necessary for Contractor to complete work on any Call which is issued prior to the termination date of this Agreement, but is still in progress on the termination date of this Agreement. Any incomplete Call(s) which have been issued pursuant to the terms of a previous agreement between the Parties is/are hereby reaffirmed and each such Call shall remain in full force and effect under this Agreement, subject to the terms of such Call.

13. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any period following the termination date as set forth in this Agreement, Contractor shall provide and maintain in full force and effect the following insurance policies:

- 13.1.** commercial general liability (including bodily injury and property damage);
- 13.2.** business automobile liability insurance;
- 13.3.** worker's compensation employer's liability; and
- 13.4.** if applicable, professional liability insurance.

Said policies shall be maintained with respect to employees and vehicles assigned to the performance of work under this Agreement with coverage amounts and with the required endorsements, certificates of insurance and coverage verifications as defined in Exhibit C, attached and incorporated by this reference. Contractor shall make its best effort to secure, and thereafter maintain in effect, such insurance policies. In the event that any required insurance policy expires or is terminated for any reason, Contractor agrees to replace the policy prior to any lapse in coverage. In the event any policy required under this Agreement is allowed to lapse, City may, in its sole discretion, elect to purchase the required insurance policy and the cost of such policy shall be charged to Contractor or withheld from the payments due to Contractor from City under this Agreement.

CONTRACTOR AGREES THAT, PRIOR TO EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL PROVIDE ITS INSURANCE BROKER WITH A COPY OF THIS PAGE OF THE AGREEMENT AS WELL AS WITH A COMPLETE COPY OF EXHIBIT C, AND WILL OBTAIN ASSURANCE FROM ITS CARRIER THAT ITS INSURANCE CARRIER WILL PROVIDE: (1) THE EXACT COVERAGES IN THE REQUIRED DOLLAR AMOUNTS STATED THEREIN, (2) AN ENDORSEMENT

NAMING THE CITY OF SANTA CLARA, ITS COUNCIL, EMPLOYEES AND OFFICERS AS ADDITIONAL INSURED ON THE CGL AND BAL, AND (3) AN ACCORD EXPLICITLY STATING THAT "THE CITY OF SANTA CLARA, ITS COUNCIL, EMPLOYEES, AND OFFICERS ARE HEREBY ADDED AS ADDITIONAL INSURED IN RESPECT TO ALL LIABILITIES ARISING OUT OF CONTRACTOR'S PERFORMANCE OF WORK UNDER THIS AGREEMENT" AS REQUIRED BY PARAGRAPH 2 OF EXHIBIT C.

14. OWNERSHIP OF DATA AND INFORMATION

City shall own any written reports or other items deemed deliverables by the respective Call, as well as any documents, data or other information supplied by City to Contractor during the course of this Agreement. Contractor shall deliver said data and information to City whenever requested to do so, but in any event within thirty (30) calendar days of the completion of the task. All material, including information developed on computer(s), which shall include, but not be limited to, data, artwork, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, advertisements, pamphlets, mailers and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City whether or not used, so long as that material has been paid for by the City. City shall not be limited in any way or at any time in its use of said material. City acknowledges that it shall not own any of Contractor's proprietary, confidential or trade secret information, such as formulas, patterns, compilations, programs, devices, methods, techniques or processes through which Contractor derives independent economic value because the foregoing item[s] is not generally known to the public and is the subject of reasonable efforts to maintain its secrecy.

15. CONFIDENTIALITY OF DATA AND MATERIAL

15.1. All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Such data information or reports may be viewed by or distributed to third parties only after prior written approval of City. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

15.2. Contractor shall take reasonable efforts to safeguard any and all City property entrusted to Contractor's custody or control; however, Contractor shall not be liable to City for any loss, damage, or destruction of any such property unless Contractor's actions constitute negligence or reckless disregard of City's property.

15.3. A Party disclosing information to the other which it considers to be Confidential

Information, shall clearly label that information "Confidential" before disclosing it to the other Party. Confidential Information means information which is of a non-public, proprietary or confidential nature belonging to the Disclosing Party, including without limitation, all reports and analyses, technical and economic data, studies, forecasts, trade secrets, research or business strategies, financial or contractual information, gas or coal reserve information, rates, loads, energy requirements, certain sales market information, research, developmental, engineering, manufacturing, technical, marketing, sales, financial, operating, performance, cost, business and process information or data, know-how, and computer programming or other written or oral information. Confidential Information may be in any form whatsoever, including without limitation writings, recordings, electronic or oral data, computer programs, logic diagrams, component specifications, drawings or other media. Only that information disclosed by a Party and clearly designated in writing as Confidential Information prior to its disclosure shall be deemed to be Confidential Information. Verbal information that is intended to be treated as Confidential Information shall be described in writing and identified as Confidential Information.

- 15.4.** Contractor acknowledges that City is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. City acknowledges that Contractor may submit information to City that Contractor considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Contractor acknowledges that City may submit to Contractor information that City considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon as practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.
- 15.5.** The Receiving Party may cooperate with the Disclosing Party in any efforts to prevent release of the Confidential Information; however, the Receiving Party shall not be required to expend any monies in excess of the cost of notifying the Disclosing Party by telephone, facsimile and/or mail of the pendency of a demand for the Confidential Information. So long as the Receiving Party complies with the provisions of notification set forth in this Agreement, the Receiving Party shall not be liable for, and

Customer and City hereby release each other from, any liability for any damages arising from any requirement under the law that the Receiving Party release Confidential Information to a Requestor, and such release includes the officers, commissioners, employees, agents, council members, and directors, as those terms may apply to each Party hereto, without limitation.

15.6. The Receiving Party may, at its sole expense, institute, or intervene in any proceeding, in order to protect the Confidential Information from disclosure, and if the Disclosing Party requests and agrees in writing to indemnify the Receiving Party from any expense or liability for expenses, the Receiving Party may cooperate actively in any such action or proceeding; provided, however, that the Receiving Party shall have no duty to the Disclosing Party to actively cooperate, notwithstanding an offer by the Receiving Party to provide a complete indemnity.

16. CORRECTION OF WORK

The performance of Services by Contractor shall not relieve Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to City.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050,
or by facsimile at (408) 241-3479

and to Contractor addressed as follows:

ELB US Inc.
415 Boulder Court, Suite 100
Pleasanton, California 94566
or by facsimile at (925) 475-5096

18. CHANGES

City may, from time to time, request changes in the "Scope of Services" to be performed pursuant to a Call issued under this Agreement. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between City and Contractor, shall be incorporated in written amendments to the Call, or included in a subsequent Call.

19. CONTRACT FOR ADMINISTRATIVE SERVICES

To the extent that this Agreement is a contract authorizing Calls to be made for Administrative Services, the City Council entered into such Agreement upon the

recommendation of the City Manager pursuant to Section 1108 of City's Charter. The policy decision with respect to the Services to be provided under this Agreement was made exclusively by the City Council.

20. SUB-CONTRACTING AND ASSIGNMENT

Except as specifically provided in this Agreement, the City intends that the work described in each Call must be performed by the Contractor and not by a subcontractor or agent of the Contractor. Contractor shall not assign any interest in this Agreement, or any Call issued pursuant to this Agreement, and shall not transfer any interest in same (whether by assignment or novation) without prior written approval of City. Inclusion of a subcontractor in a proposal attached to a Call, once signed by the City, constitutes written approval.

However, claims for money due to or to become due to Contractor from City under this Agreement may be assigned to a bank, trust company or other financial institution, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to City. In case of the death of one or more members of Contractor's firm, the surviving member or members shall complete the Services covered by this Agreement or any incomplete Call. Any such assignment shall not relieve Contractor from any of its obligations or liability under the terms of this Agreement.

21. OTHER AGREEMENTS

This Agreement shall not prevent either Party from entering into similar agreements with others.

22. TOTALITY OF AGREEMENT

This Agreement embodies the entire Agreement between City and Contractor and all the terms and conditions agreed upon by the Parties to this Agreement. No other understanding, agreements, conversations, oral or otherwise, with any officer, agent, or employee of the City prior to the execution of this Agreement, regarding the subject matter of this Agreement shall affect or modify any of the forms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding on either Party to this Agreement.

23. SERVICE WARRANTY

Contractor warrants that Services provided hereunder shall conform with the generally accepted professional practices and standards appropriate to the nature of the Services rendered, that the personnel furnishing said Services shall be qualified to perform the Services assigned to them and that the recommendations, guidance and performance of such personnel shall meet the standard of care normally practiced by engineers or contractors performing the same or similar Services. Contractor shall be required to correct, at no expense to City, all deficiencies in the performance of the contract service that results from Contractor's failure to observe and adhere to the above warranty and which are detected within one (1) year from

the date of completion of the Services. Work performed under this warranty shall also be warranted for a one (1) year period from the date of completion of such work. Contractor shall be required to reimburse City for all misexpenditure of funds resulting from Contractor's deficient performance of its Services.

24. DISPUTE RESOLUTION

Any documented dispute between the Parties which arises during the performance of this Agreement and which the Parties cannot then resolve, shall be subject to the following administrative remedy prior to any litigation occurring between the Parties.

24.1. Internal Resolution. Both Parties shall attempt to resolve any controversy claim, problem or dispute arising out of, or related to, this Agreement through good faith consultation in the ordinary course of business. In the event that any problem or dispute is not resolved, by the project managers of each Party, either Party may upon written notice to the other request that the matter be referred to senior management officials within each respective organization with express authority to resolve the problem or issue. Such representatives shall meet or confer at least once in good faith, to negotiate a mutually acceptable resolution within ten (10) business days of such written notice. If the parties cannot reach a mutually agreeable resolution, then the dispute or issue shall be submitted to mediation within thirty (30) calendar days of the written request of one Party after the service of that request on the other Party.

24.2. Notice. A Party with claims arising under this Agreement shall, within thirty (30) days of knowledge of said claim, begin the process of exhausting all administrative remedies, as well as any other administrative remedies required by law. If the final decision or outcome of any administrative proceeding is unacceptable to a Party, then within thirty (30) days of the date of that final decision, the dissatisfied Party shall give written notice (certified mail-return receipt requested) to the other Party of the issues it deems outstanding that must be submitted to mediation (Request for Mediation).

24.3. Mediation. Any controversies between City and Contractor regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, except those for which the appropriate remedy should be injunctive relief shall be mediated within sixty (60) days of the date on the written Request for Mediation, or the soonest date thereafter that the mediator is available.

24.4. Mediator. Within twenty (20) days or less of the written Request for Mediation, the Parties shall agree on one mediator. If they cannot agree on one mediator within such twenty-day period each Party shall list the names of three (3) potential mediators affiliated with the Judicial Arbitration and Mediation Service ("JAMS") and shall supply them to the Party demanding the mediation. The Party demanding the mediation shall merge the names of all the potential mediators into a single list, not indicating which Party submitted the name. On that same date as all names are received by the demanding Party, the Parties shall jointly sign a letter directed to the

San Jose office of JAMS, requesting that JAMS appoint a mediator from the enclosed list. If a Party refuses or fails to submit three (3) names within the three day period to the Party preparing the letter, then the letter shall be sent on the fifth day without input from the Party failing to submit names. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

24.5. Costs. The costs of mediation shall be borne by the Parties equally.

24.6. Discovery. If, during any dispute between the Parties, a demand is made by Contractor for documents under the Public Records Act, the City shall have reciprocal rights to demand documents from Contractor.

24.7. Condition Precedent to Filing Suit. Except as provided in Article 23.3, mediation under this section is a condition precedent to a Party filing an action in any court, unless that Party has made demand for mediation and the other Party has failed or refused to engage in mediation. In the event of litigation arising out of any dispute related to this Agreement, the Parties shall each pay their respective attorneys fees, expert witness costs and cost of suit, regardless of the outcome of the litigation.

24.8. Work Through Disputes. If the City and the Contractor are unable to reach agreement on disputed work, the Contractor shall nevertheless proceed with the disputed work, and Payment therefore shall be as subsequently determined pursuant to this Article.

25. CAPTIONS

The captions of the various paragraphs of this Agreement are for convenience or record only, and shall not be considered or referred to in resolving questions or interpretations.

26. APPLICABLE LAW

Any dispute regarding this Agreement, including without limitation, its validity, interpretation, performance, enforcement and damages shall be determined in accordance with the laws of the State of California without regard to California's choice of law principles.

27. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

28. NO PLEDGING OF CITY'S CREDIT

Under no circumstances shall Contractor have the authority or power to pledge the credit of the City of Santa Clara, or to incur any obligation in the name of the City without City's prior written agreement or confirmation. Contractor shall save and hold harmless the City, its City

Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor or its subcontractors under this Agreement. Contractor agrees to obtain City's approval of all expenditures in connection with any materials to be purchased, projects to be performed, advertising to be placed, work to be "outsourced" or other items or Services which will or might be charged to the City. Such approval, if verbal, shall be confirmed by the City in a written letter sent via facsimile and U.S. mail to Contractor in accordance with the terms of this Agreement.

29. USE OF CITY NAME OR LOGO

Contractor shall not use City of Santa Clara's or Silicon Valley Power's name, insignia, trademark, logo or distribute exploitative publicity pertaining to the Services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of City.

30. MONITORING AND EVALUATION OF SERVICES

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accordance with applicable City, county, state and federal requirements. If, in the course of monitoring and evaluation, City believes it has discovered any practice, actions, procedure or policy of Contractor which deviates from the terms of this Agreement, City may notify Contractor in writing and Contractor agrees to respond in writing to City within seven (7) calendar days regarding such action, procedure or policy. However, if any action of Contractor constitutes a breach of this Agreement, City may notify contractor in writing that the Agreement has been terminated pursuant to the provisions set forth in this Agreement.

31. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

32. SEVERABILITY CLAUSE

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

33. WAIVER

Waiver by a Party of any one or more of the conditions of performance under this Agreement shall not be construed as a subsequent waiver(s) of that condition or of any other condition of performance under this Agreement. No delay in exercising, partial exercise, or complete failure to exercise any right, power, or privilege under this Agreement shall operate as a

waiver.

34. CONFLICT OF INTEREST

Contractor certifies that to the best of its knowledge, no City employee or officer of any public agency has any pecuniary interest in the business of Contractor and that no person associated with Contractor has any interest that would conflict in any manner or degree with the performance of this Agreement. Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which constitute a violation of said provisions. Contractor will advise City if a conflict arises.

35. CONSTRUCTION AND INTERPRETATION OF AGREEMENT

This Agreement, and each of its provisions, terms and conditions, has been reached as a result of negotiations between the Parties. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored by, prepared by, or drafted by, any particular party, and that the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or in the resolution of disputes.

36. COMPLIANCE WITH ETHICAL STANDARDS

As a condition precedent to entering into this Agreement, Contractor shall:

- 36.1.** Read Exhibit A, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA" incorporated by this reference; and,
- 36.2.** Execute the affidavit included in Exhibit B, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS" incorporated by this reference.

37. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Agency is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Agency warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Agency's responsibilities under the Act.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: 6.22.17

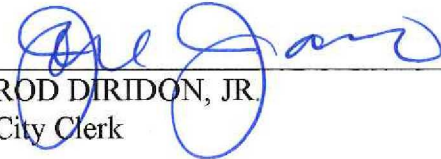


BRIAN DOYLE
Interim City Attorney



RAJEEV BATRA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:

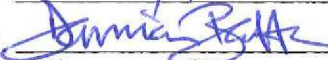


ROD DIRIDON, JR.
City Clerk

“CITY”

ELB US INC.
a Delaware corporation

Dated: 05/03/17

By: 

(Signature of Person executing the Agreement on behalf of Contractor)

Name: Damian Bolton

Title: President

Local Address: 415 Boulder Court, Suite 100

Pleasanton, California 94566

Email Address: Sales@elbglobal.com

Telephone: (925) 400-6175

Fax: (925) 475-5096

“CONTRACTOR”

**CALL AGREEMENT BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
ELB US Inc.**

EXHIBIT A

**ETHICAL STANDARDS FOR CONTRACTORS
SEEKING TO ENTER INTO AN AGREEMENT WITH
THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts

- A. City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or sub-contract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City Contractor or sub-contractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
 2. If fraudulent, criminal or other seriously improper conduct of any officer, director,

¹ For purposes of this Agreement, the word "Contractor" (whether a person or a legal entity) means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

- B. City may also terminate this Agreement in the event any one or more of the following occurs:
1. If City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with city, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code [11 U.S.C.], as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**CALL AGREEMENT BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA**

**AND
ELB US Inc.**

EXHIBIT B

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS
[CITY OF SANTA CLARA]**

I, DAMIAN BOLTON, being first duly sworn, depose and say that I am the PRESIDENT (title or capacity) of ELB US INC. and I hereby state that I have read and understand the language, entitled "*ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA*" (herein "Ethical Standards") set forth in Exhibit A. I have authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records and I have made inquiry of those individuals potentially included within the definition of "Contractor" contained in the Ethical Standards.

Based on my review of the appropriate documents and the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to a category identified in footnote #1 of Exhibit A [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in Exhibit A within the past five (5) years. The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

**ELB U.S. Inc
a Delaware corporation**

By: _____

Damian Bolton 05/03/17

Name: Damian Bolton

Title President

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Alameda)

On May 3rd, 2017 before me, Michael Hanson, Notary Public,
(here insert name and title of the officer)

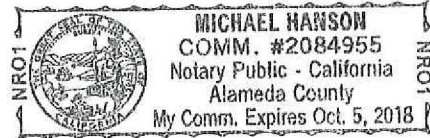
personally appeared Damian Bolton

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Michael Hanson



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Call Agreement by and Between The City of Santa Clara, CA. and ELB US inc. containing 18 pages, and dated Signed 5/3/17

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____ Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # 109 Entry # 4

Notary contact: _____

Other

- Additional Signer(s) Signer(s) Thumbprint(s)

**CALL AGREEMENT BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
ELB US Inc.**

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of

premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. 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 Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the

City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.	
City of Santa Clara – IT Dept	
P.O. Box 100085 – S2	or 1 Ebix Way
Duluth, GA 30096	John's Creek, GA 30097

Telephone number:	951-766-2280
Fax number:	770-325-0409
Email address:	ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**CALL NO. 17.1
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY ELB US INC.**

ORIGINAL

The Parties to this Call No. 17.1 ("Call") agree that this Call is made pursuant to the terms of a Call Agreement between the Parties entitled, "Call Agreement by and between the City of Santa Clara, California and ELB US Inc.," dated June 15th, 2017, the terms of which are incorporated by this reference. This Call describes the Services to be provided to the City of Santa Clara, California ("City") by ELB US Inc. ("Contractor"), which are more fully described in Contractor's proposal to City entitled "ELB's Response to the City of Santa Clara Enterprise Audio Visual Services" dated May 8, 2017 ("Proposal"), attached to this Call as Exhibit A and incorporated by this reference.

The Services to be performed under this Call shall be completed within the time period beginning on June 30, 2017 and ending on June 30, 2018. The attached Proposal contains a complete description of the Services, and performance dates for the completion of such Services, to be performed by the Contractor under this Call. In no event shall the amount paid to the Contractor for the Services provided to City by the Contractor under this Call, including all fees or pre-approved costs and/or expenses plus a 10% contingency budget for unplanned remediation items, exceed Three Hundred and Ninety-Seven Thousand, Four Hundred and Thirty-Three Dollars (\$397,433.00), subject to budgetary appropriations.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

(document continues to next page)

The Parties acknowledge and accept the terms and conditions of this Call as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Call. It is the intent of the Parties that this Call shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: 6.22.17

Brian Doyle

BRIAN DOYLE
Interim City Attorney

Rajeev Batra

RAJEEV BATRA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:

Rod Diridon

ROD DIRIDON, JR.
City Clerk

“CITY”

ELB US INC.
a Delaware corporation

Dated: 06/01/2017
By: *Damian Bolton*

(Signature of Person executing the Agreement on behalf of Contractor)

Name: Damian Bolton

Title: President

Local Address: 415 Boulder Court, Suite 100
Pleasanton, California 94566

Email Address: Sales@elbglobal.com

Telephone: (925) 400-6175

Fax: (925) 475-5096

“CONTRACTOR”

**CALL NO. 17.1
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY ELB US INC.**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's RFP submission entitled, "ELB'S RESPONSE TO THE CITY OF SANTA CLARA'S REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES - ENTERPRISE AUDIO VISUAL SOLUTIONS" dated April 3, 2017, and in the finalized negotiated Bill of Materials submitted May 15, 2017 entitled, "ELB's Response to City of Santa Clara Enterprise Audio Visual Services," which are summarized and attached below to this Exhibit A.





ELB

ELB's Response To

City of Santa Clara Enterprise Audio Visual Services

Updated on 5.15.17

ELB Reference
57361 (Project Tracking System)

From
Catrina Reynolds
Business Development Manager
ELB US Inc.
415 Boulder Ct, Suite 100
Pleasanton, CA 94566
Direct 925.523.7113
C.Reynolds@elbglobal.com



**CITY OF SANTA CLARA
AUDIOVISUAL SYSTEMS DESCRIPTION
REVISION 5.15.17**

1. PHASE 1 – COUNCIL CHAMBERS

The video production system for the Council Chambers has been carefully designed to provide not only an upgrade to 1080p/HD, but to accommodate higher than 1080p images from sources such as newer laptop computers, and to provide a future pathway to 4K video. The goal is to put into place an infrastructure capable of accommodating growth and technological changes for the next ten years.

ELB has carefully selected partners for this project who focus on providing a positive experience for the end-user. All major components are from manufacturers who provide extensive training opportunities for their products and their customers, including extensive online video training, live webinars, and in-person training. It is ELB's intention to provide not only hardware and software, but the necessary know-how for the City of Santa Clara to get the absolute most out of the investment.

Project management is a fundamental component of our solution delivery. We use several internal systems and communication methods, including a number of mobile apps, to ensure timely completion of delivery tasks, updates to project schedules, notification of any risks or issues, and accurate reporting.

If there are project delays or difficulties, regular project management meetings and a review of the project timeline can be done, and if needed the timeline amended or escalated. ELB Project Managers use Microsoft Project as well as our comprehensive internal project tracking system to ensure all projects run smoothly.

COUNCIL CHAMBER UPGRADE

Qty (2) DataVideo PTC-200T 4K Video Cameras

- Equivalent to Qty (8) 1080p/HD cameras.
- Full 4K Camera, Four-Shot Processing via the KMU-100 / RMC-185.
- Full control over both cameras Pan/Tilt/Zoom from a single RMC-180 Camera Controller.
- Each camera will transmit 4K video, control, and tally over a single CAT6 F/UTP cable.

Qty (2) DataVideo PTC-150T 1080p/HD PTZ Camera & RMC-180 PTZ Camera Controller

- Full control over both cameras Pan/Tilt/Zoom from the same RMC-180 Camera Controller.
- Each camera will transmit 1080p video, control, power, and tally over a single CAT6 F/UTP cable.
- Infrastructure for the 1080p cameras will be the same as for the 4K cameras.

DataVideo RMC-180 PTZ Camera Controller

- This single camera control will operate all four PTZ cameras.
- Control of Pan, Tilt & Zoom, including PTZ speed, as well as Iris, Focus, & Gain.
- Multiple presets for Pan, Tilt & Zoom for each individual camera.

DataVideo KMU-100 Camera Control Processor & DataVideo RMC-185 Camera Controller

- Camera controller & processor allows the User to select and adjust live camera shots.
- All camera shots have virtual Pan/Tilt/Zoom functionality.



- Physical RMC-185 controller may be mimicked via software, with cameras controlled via PC.
- Camera processor scales all images to 1080p/HD or 720p/HD, as desired.

AJA GEN10 HD Sync Generator

- Provides accurate master time base for all production video devices.
- HD tri-level sync.
- 19 different HD formats may be selected.

AJA KUMO 3232 3G-SDI Video Router

- Industry standard method for managing large number of inputs.
- Expands the total number of possible inputs to 35.
- Provides great flexibility of operation and sufficient inputs and outputs for future growth.
- Dual, redundant power supplies.

AJA KUMO CP2 Router Controller

- Direct access to all router sources and destinations.
- Will be located at tech desk next to monitor.
- Web browser interface for greater flexibility.

Decimator Design DMON-16S 16-Channel Video Multi-viewer

- Qty (16) 3G-SDI inputs to a single HDMI multi-view output.
- Allows up to sixteen router inputs to be previewed at one time.
- Add to router flexibility by making inputs viewable.

DataVideo SE-2850 HD Production Switcher

- 12-Channel Digital HD Video Production Switcher. Qty (9) 3G-SDI, Qty (3) HDMI.
- On-board Character Generator – SG-500.
- Qty (4) User selectable 3G-SDI outputs.
- HDMI outputs are Multiview-capable.
- Dual picture in picture, downstream keyer (DSK), logo insertion & built-in title overlay system
- Real-time clock featuring HH:MM:SS.

DataVideo SG-500 Character Generator

- High Quality Render & GPU Effects
- Animation
- Will run directly on the SE-2850 Production Switcher with PC interface for graphics design.

DataVideo TLM-170L 3G-SDI 1080p/HD Program Monitor

- Safe Area screen delineation
- 3G-SDI input/pass-through & dual HDMI input
- Monitor Underscan and Overscan mode selection
- Headphone output

Qty (3) LG 38UC99-W UltraWide 38" Monitors

- Curved 38" 21:9 WQHD+ IPS Display
- On-board screen split allows two different sources to be monitored and configured.

Council Chambers Presentation Display

- Crestron DM Transmitters/Receivers & I/O Cards
- DataVideo Signal Converters
- Designed to accommodate inputs from presentation PC sources, as well as any image from the existing Crestron switcher, and send up to three sources to the Video Router
- This will allow a variety of configurations and recording options not currently available, and accommodate legacy inputs.
- Cameras will not need to capture a projection screen, freeing up a camera shot.

Leightronix Nexus (OFE)

- Existing Leightronix Nexus will be relocated to the Council Chamber Production Video rack.
- Video feed from the production switcher/router will be run to the Nexus.
- Data Video DAC-50S will provide 3G-SDI to Analogue SD baseband video and audio.
Epiphan Pearl Digital Recording and Streaming
- Up to four simultaneous, full 1080p/HD video and audio streams can be recorded.
- Simultaneous live streaming to single or multiple destinations (multi-cast & uni-cast).
- Streaming to YouTube, Facebook Live, Periscope, and other Social Media sites.
Wacom Cintiq Pro 16 Podium Display & Annotation
- 1080p/HD Confidence Monitor.
- Live Annotation over any image.
- Presenter will be able to control PC content from the display.

RDL RU-ADA8D Analog Audid Distribution Amplifier, 2x8

- Provides balanced distribution of stereo audio.
- Isolated audio output between -9db and +6db for low line loss.
- Recessed front panel input & output level trimmers.

AKG HP4E Headphone Amplifier

- Dual stereo input.
- Dual headphone output with volume control.
- 3.5mm & ¼" headphone jacks.

Qty (2) Sony MDR-7506 Headphones

- Industry standard professional studio headphones.
- Closed-ear, foldable design.
- 3.5mm & ¼" stereo plugs included.

ListenTALK LK-1 Transceiver & LA-452 Headset with Boom Mic

- Wireless communication devices.
- Rechargeable Lithium-Ion Battery.
- Single-Ear headset with boom mic.

Middle Atlantic LD-4830DC Monitoring Desk & LD-4830DC-RA Monitoring Desk Expansion

- Will provide 96" wide Monitoring Desk.
- Suited for two technicians.
- Various color options.



Middle Atlantic DWR-35-26 Wall Mount Equipment Rack

- May be installed inside closet/cabinet to reduce noise.
- Rack will swing away from wall for rear access to equipment.
- Seismic Certification.

TOTAL (INCLUDING BULK CABLE, TAX & FREIGHT): \$148,880.33

COUNCL CHAMBER DAIS & PODIUM MICROPHONE UPGRADE

Replace Qty (12) existing Council Chamber Dais and Podium microphones, with new microphones featuring an LED Ring for clear identification of live mic.

1. Qty (12) Shure MX415RLP/N 15" Shock-Mounted Gooseneck with LED Ring
 - Requires the Shure R185B Cardioid Microphone Capsule.
 - Requires the Shure MX4000DP Desktop Base Unit with Microphone preamplifier.
 - MX4000DP Base unit features Programmable Logic and multi-pin connector for LED power.
2. Biamp EX-LOGIC Control Interface for Audio DSP Logic
 - Provides the interface to allow individual mic LED Rings to follow live speaker.
 - This unit will pair with an existing unit to accommodate all twelve microphones.
 - New 2-Pair Microphone Cable will need to be run to each microphone to accommodate the LED Ring and Logic functionality.
 - Mayor microphone override function will be retained.

TOTAL (INCLUDING TAX & FREIGHT): \$13,535.77

CMO STAFF CONFERENCE ROOM – BROADCAST & PRESENTATION SYSTEM

1. Sharp 70" LCD Display (Existing)
 - The existing display and mount will be retained and used to display local content within the CMO Conference Room.
 - Laptop source audio will be audible via the existing display.
2. DataVideo PTC-150T 1080p/HD PTZ Camera
 - This camera will provide an HD Video feed to the video production router in the Council Chamber for full tele-production capability, like any other camera located in the Council Chamber.
 - This camera will also run directly to the Pearl recorder to enable easy recording from the CMO Conference Room via Crestron Touch Panel.
 - This camera will be controllable via Crestron Touch Panel from both the Council Chamber and the CMO Conference Room itself.



3. Qty (2) Crestron HD-MD-400-C-E DM/HDBaseT Transmitter/Receiver Set
 - VGA & HDMI input supported. Each cable provided as part of design.
 - Receiver features second HDMI input with auto-switch for ease of operation.
 - Second set will be used to send Presentation Content from the CMO Conference Room to the Council Chamber for display
 - An Adapter Ring has been included in order to accommodate multiple laptop input options.

4. Shure MXA910 Ceiling Microphone Array
 - This unit will be mounted at the ceiling with an extension column for ideal elevation.
 - The MXA910 will utilize the Dante digital audio network established by the existing Biamp Tesira Server I/O located in the Council Chamber. This will allow any microphone from the CMO Conference Room to be heard in the Council Chamber when desired, as well as vice versa.
 - Conference participants in the CMO Conference Room will only need to speak normally to be captured by this microphone, and will require no other interaction with this mic.

5. Qty (4) Tannoy Loudspeakers with Lab.Gruppen Power Amplifier
 - The Loudspeakers are intended for audio sources originating in the Council Chamber.
 - The local Loudspeakers will not be used for local in-room voice-lift.
 - The Power Amplifier will be located in the Council Chamber audio rack.

6. System Control
 - A 7" Touch Panel will be installed at the CMO Conference Room table. This will provide:
 - System ON/OFF.
 - Display Power ON when a laptop is connected, as well as Display Power ON/OFF via Touch Panel.
 - Inputs will auto-switch via the Crestron receiver, as well as input select via Touch Panel.
 - Volume UP/DOWN/MUTE of local source input.
 - MUTE of local audio output for privacy.
 - Camera Pan/Tilt/Zoom control, as well as camera mute for privacy.

TOTAL (INCLUDING BULK CABLE, TAX & FREIGHT): \$33,207.64

ACOUSTIC PANELS FOR LARGE CONFERENCE ROOMS (x3 ROOMS)

1. Acoustic Panels
 - Qty (4) corner Bass Traps will be installed at the ceiling in each corner of the room.
 - This treatment will eliminate low-frequency buildup that can create a "muddy" sound within the room.
 - Qty (16) 1" Deep, 24"W x 48"H broadband absorptive panels will be installed on all four walls around the room.
 - This treatment will significantly reduce flutter echo and standing waves that impedes audio intelligibility. This will help to make the far-end audio substantially better.

**TOTAL FOR 3 ROOMS (INCLUDING TAX & FREIGHT): \$9,643.05
(\$3,214.35 PER EACH ROOM)**



DIGITAL SIGNAGE

ELB has selected a Digital Signage System that will support current and future signage use-cases.

- Ability to set up multiple levels of access and sectors, sub-sectors of control. For example, a City IT staff member may have access to multiple sub-accounts across the city, while staff at a specific facility may only have access to the local account. This is flexible and configurable to accommodate the specific security configuration needs of the Customer.
- Interactive displays, as well as Wayfinding displays are supported; Integration with MS Outlook
- Displays, existing or new, may be directly controlled via Signage System. ON/OFF/Source Selection.
- Training to be provided to ensure that end-users are familiar with the functionality of the system

1. Qty (2) SunBrite 55" Pro Series Ultra-Bright 1080p Outdoor Displays

- Designed and built specifically for outdoor use.
- Will withstand direct sunlight.
- Ultra-Bright display is readable in direct sunlight.
- Will withstand moisture and low temperatures.

2. Qty (8) Sharp PN-Y556 55" Professional Signage 1080p Displays

- Designed for continuous operation.
- RS232 and IP Network Remote Control.

3. Qty (10) BrightSign HD1033 Digital Signage Players

- Networkable players with on-board RS232 for display control via network.
- Interactive displays, as well as Wayfinding displays are supported.
- Streaming Video is supported.

4. BrightSign Network Subscription

- 1 Year Subscription
- Cloud-based and/or local server content management is supported.
- Ability to set up multiple levels of access and sectors, sub-sectors of control.
- Emergency notification across entire network, as well as notification to specific segments is possible.

TOTAL (INCLUDING BULK CABLE, TAX & FREIGHT): \$53,402.32

POLYCOM CX5500 CONFERENCE ROOM – LARGE (x3 Rooms)

a. Polycom CX5500 Unified Conference Station

- This unit features a table-top microphone array with an attached 360° camera and touch panel dialer, and is fully licensed for use with Microsoft Skype for Business.
- This unit may be used for telephone calls in stand-alone mode.
- Audio support is provided for microphones and loudspeaker purposes.
- 3-Year hardware coverage and technical support are included.



- b. User Laptop running Microsoft Skype for Business will be required to make video calls.
 - Simple connection of USB cable and laptop display cable will enable the User to interface with the Polycom CX5500 Unified Conference Station and in-room display in order to share a call or video conference using Skype for Business.
- c. OFE Display
 - Customer to provide display
 - Laptop Audio will also be supported via the in-room display.
- d. Crestron HD-MD-400-C-E DM/HDBaseT Transmitter/Receiver Set
 - Used to transmit Laptop output to local display for presentations and larger display of Skype for Business calls.
 - VGA & HDMI inputs supported. Each cable provided as part of design.
 - An Adapter Ring has been included in order to accommodate multiple laptop input options.
- e. System Control
 - Polycom CX5500 touch panel will provide volume and camera controls as well as provide a dialer for telephone calls.
 - Display will power ON when a laptop is connected.
 - Display will power OFF when laptop is disconnected.
 - Skype for Business controlled directly from Laptop PC.
- f. Polycom CX5500 Dual Microphone Extension Kit
 - Specifically designed to work with the CX5500 Unified Conference Station.
 - All cables will be concealed and neatly dressed under the table.
 - These mics each feature an On-Mic Mute button for privacy.
- g. Qty (6) Tannoy Loudspeakers with Lab.Gruppen Power Amplifier
 - Loudspeakers will playback far-end VC audio and local laptop audio.
 - Loudspeakers not intended for local voice-lift.
 - Loudspeakers on the CX5500 Conference Station will continue to playback far-end audio and laptop source audio.

TOTAL FOR 3 ROOMS (INCLUDING BULK CABLE, TAX & FREIGHT): \$79,132.98
(\$26,377.66 PER EACH ROOM)



MAINTENANCE CONTRACT

ELB provides all our customers with quality technology solutions, as well as great customer service. But our service doesn't end when the purchase and training is complete. We are committed to providing the support needed should any technical issues or challenges arise. With state of the art repair facilities, in-house technical support staff, and a strong commitment to quality, we can provide comprehensive and prompt technical support services for valuable technology assets.

As specified, in addition to the industry-standard 12 month Defects Liability Period (DLP) on all products and equipment within this proposal, ELB has included an Enterprise Maintenance Agreement in our pricing estimates. ELB's proposed maintenance contract pricing includes:

- Unlimited helpdesk support
- 2-hour response time for the Council Chambers (based on an estimated 24 hours of use per year; any additional time will be invoiced at \$250/hour)
- 8 to 24-hour response time for current AV application/hardware deployed around the City, in addition to ELB's proposed equipment solutions for phases two and four of this RFP (based on an estimated 60 hours of use per year; any additional time will be invoiced at \$175/hour)
- After hours support for the Council Chambers (based on an estimate of 12 hours of use per year; any additional time will be invoiced at \$250/hour)
- 4 quarterly preventative maintenance visits
- Maintenance and support will be provided for existing AV equipment in identified facilities.
- Firmware updates will be conducted at the quarterly preventative maintenance visits.

Duration	Cost
1 Year of Maintenance & Emergency Support	\$23,500



ASSUMPTIONS

1. It is assumed all necessary electrical power and data will be provided by the Customer.
2. It is assumed that the ceiling is drop-tile.
3. All floor boxes, back boxes, terminal cans, pull boxes, and junction boxes to be provided and installed by the Customer.
4. It is assumed all backing and bracing for wall-mounted devices to be provided by the Customer.
5. It is assumed that tables and appropriate AV cable pathways (ie. user cables, control panel cables) will be provided by Customer and onsite prior to ELB's onsite for installation.
6. Appropriate Credenza or other furniture containment for the AV equipment rack is to be provided by the Customer
7. All Owner Furnished (OFE) equipment will be provided to ELB prior to ELB's onsite installation. In the case where OFE equipment is required to enable ELB to Pre-build and test the system in ELB's shop, Customer will, upon request, ship equipment to ELB.

INCLUSIONS

1. ELB will provide a turn-key system as described in the Scope of Work Section of this agreement.
2. ELB will provide AV installation including AV signal cable, terminations to AV equipment, including wall and floor plates as described herein.
3. ELB will advise for any AV related infrastructure requirements.
4. ELB will coordinate with other trades as required.
5. The scope of work for the engineering and drafting services in this project includes the creation of PDF drawings and a Bill of Materials, receiving feedback on these deliverables and producing a final set of PDF drawings and a final Bill of Materials. Upon acceptance of these final documents, ELB will produce a full set of CAD drawings for final review, incorporate any final changes, and complete the scope of this project by submitting a Final Design Pack for the client, including the following (as applicable to the project):
 - Complete CAD drawing set including:
 - a. Title Sheet
 - b. Sheet Index
 - c. Room Locator
 - d. Room Details
 - AV Device Floor Plan and RCP
 - AV Infrastructure Floor Plan and RCP
 - Room Elevation
 - Conduit Riser
 - e. Structural Attachment Details
 - f. Equipment Configuration Details
 - g. Plate and Panel Details
 - h. Rack Elevations
 - i. Furniture Details
 - j. Video Schematics
 - k. Audio Schematics



- l. Control Schematics
- m. Pin Out Schedule
- n. IP Schedule
- o. Final Bill of Materials
- p. Specification Document

EXCLUSIONS

1. Conduits, cable trays, cable ladders, connection boxes, pull boxes, terminal cans, junction boxes, floor boxes and outlet boxes permanently installed in walls, floors, and ceilings.
2. Installation or modification of any millwork, or casework.
3. Room lighting fixtures, power receptacle outlets, and interconnecting wiring for these circuits and all AC electrical breaker panels, outlets and wiring required.
4. Structural support (backing), wall openings, wall or floor penetrations, ceilings and trim, fire prevention and safety devices, rough and finished trim, painting and patching, drapes, shades or curtains, carpets, floor coverings, glazing, asbestos work and acoustical treatments. Relocation or movement of any ceiling or wall obstructions.
5. All data/network and telecom service, cable, termination and connections to be made by others.
6. Acoustical treatments, variable or fixed, of any kind; such as curtains, diffusers, absorptive materials, bass traps, or similar.
7. Security systems, door locks, CCTV monitoring systems.



**CALL NO. 17.1
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY ELB US INC.**

EXHIBIT B

FEE SCHEDULE

Consultant shall provide a schedule of rates and fees which includes all billing amounts and costs as follows (if applicable):

In no event shall the amount billed to City by Contractor for services under this Agreement exceed Three Hundred and Ninety-Seven Thousand, Four Hundred and Thirty-Three Dollars (\$397,433.00), subject to budget appropriations.

This fee schedule below includes all fees or pre-approved costs and/or expenses identified for this Call 17.1, plus a 10% contingency budget for unplanned remediation items.

Project Phase 1 - Upgrade/Microphone Upgrade/CMO Room Broadcasting			
Item	Cost	Quantity	Total Cost
COUNCIL CHAMBER UPGRADE	\$148,880.33	1	\$148,880.33
COUNCL CHAMBER DAIS & PODIUM MICROPHONE UPGRADE	\$13,535.77	1	\$13,535.77
CMO STAFF CONFERENCE ROOM	\$33,207.64	1	\$33,207.64
CONFERENCE ROOM – ACOUSTIC PANELS (X3)	\$3,214.35	3	\$ 9,643.05
DIGITAL SIGNAGE – Qty 10 units	\$53,402.32	1	\$53,402.32
VIDEO CONFERENCING – x3 ROOMS	\$26,377.66	3	\$79,132.98
MAINTENANCE CONTRACT – 1 Year	\$23,500	1	\$23,500.00
Sub Total			\$361,302.09
10% contingency budget for unplanned remediation items			\$ 36,130.91
Total			\$397,433.00

