



City of Palo Alto

City Council Staff Report

(ID # 9246)

Report Type: Consent Calendar

Meeting Date: 6/25/2018

Summary Title: Approval of Contract with TEA

Title: Approval of a Five-year Contract With Telecommunications Engineering Associates (TEA) in a Total Not-to-Exceed Amount of \$500,000 for Annual Maintenance Services of Legacy Radio Infrastructure Plus a Contingency Not-to-Exceed Amount of \$25,000 per Year for Additional Services

From: City Manager

Lead Department: Police

Recommendation

Staff recommends that the City Council authorize the City Manager to execute a five-year contract with Telecommunications Engineering Associates (TEA) in the amount not-to-exceed \$500,000 for five years. The contract will provide for maintenance services for the City's radio infrastructure during the transition to the new Silicon Valley Regional Communications System (SVRCS) in fiscal 2019. The contract also provides maintenance for the City's Fire Department Ringdown system until the new system is installed. After the transition to the SVRCS system, TEA will provide maintenance services to maintain three legacy analog radio channels for redundancy and disaster recovery. In addition, staff recommends a not-to-exceed contingency amount of \$25,000 annually for consulting, equipment replacement, relocation and decommissioning by TEA as needed.

Background

The existing City radio system is an analog Very High Frequency (VHF) and Ultra High Frequency (UHF) system that supports Police, Fire, Animal Control, Public Works, Park Rangers and Utilities. It currently operates two VHF channels and five UHF channels. The system has been well-maintained over the past 15 years by TEA. The current contract expires on June 30, 2018, and the annual cost is approximately \$170,000.

The City is transitioning to the new SVRCS regional 700 MHz trunked radio system in fiscal 2019. During the transition period it will be necessary to operate the two systems in tandem. After the transition to SVRCS is completed, five of the eight existing legacy analog radio channels will be decommissioned. The three remaining channels (Police, Fire, Local Government) will be maintained to provide redundant communication capabilities in the event of a catastrophic event.

TEA provides maintenance services for the existing Zetron Fire Ringdown system. The Fire Department has contracted with U.S. Digital Designs to install and maintain a new system. The completion date of that project is not known and TEA will continue to support the legacy system until the new system is operational.

Discussion

The City of Palo Alto’s transition to a SVRCS system has been planned for the past five years. In preparation for the move, the City has purchased new radios and equipment for all departments and radio users. The transition will be incremental. Public Works and Utilities will move to the new system first. After a test period of several months, the public safety departments will switch over. During the transition period, and for some time after, the legacy radio channels will need to remain operational. The anticipated timeline is as follows:

Departments	Date	Test Period
Public Works, Utilities	July	July-August
Police, Fire, OES, Park Rangers	September	September-November

Radio communications are the most critical link in emergency response. If all else fails, and radio communication remains operable, public safety can continue to provide services. Maintaining three legacy analog radio channels for a minimal cost as insurance against a catastrophic event or failure of the new software-based radio system is a prudent investment. TEA will continue to provide professional telecommunications engineering services to maintain the three legacy channels, radio infrastructure and related equipment. All equipment covered under this agreement will be maintained by TEA and kept in premium working condition, utilizing contemporary industry standards and modern preventative maintenance techniques.

Staff recommends entering into a single source contract with Summit Corporation pursuant to PAMC 2.30.360 (d) - Contracts for goods, wholesale commodities and services, general services or professional services available from only one source, where the Procurement Officer has determined, in writing, there is no adequate substitute or equivalent provider. Examples of acceptable sole source acquisitions or purchases may include, without limitation: equipment or services for equipment, for which there is no comparable competitive product or service except that provided by the equipment manufacturer, distributor or dealer; proprietary products sold directly by the manufacturer; a component or replacement part, for which there is no commercially available substitute and which can be obtained only from the manufacturer; goods where there is only one authorized distributor in the area; and goods where compatibility with goods in use by the city is an overriding consideration.

TEA is the only provider capable to provide these services to the City for several reasons. First, TEA is the design engineer for the system and has provided the system radio maintenance to the City for 15 years. Second, TEA has extensive knowledge of the system, City facilities, and carries the spare equipment required to maintain it. Third, TEA is based in San Carlos, CA, and

is the only provider that can meet the service response times for on-site service. Fourth, TEA can decommission existing infrastructure without damaging the remaining equipment. Fifth, TEA personnel have undergone the required City and Police Department background checks required to access the facilities in which the system is housed. The contract is being reduced significantly in the coming years. These factors justify a single source exemption under Purchasing guidelines.

There are five legacy channels that will need to be decommissioned and the associated equipment should be removed from various sites. Finally, if the City Council approves the proposed plan to build a new Public Safety Building the project will require extensive radio engineering design and consulting. TEA has agreed to a not-to-exceed rate for these services of \$155 per hour. Staff requests up to \$25,000 per annum for these projects as needed.

Resource Impact

The funding for the maintenance contract is in the Police Department budget. No additional funds are required. The cost savings from the new contract will be used to pay the subscriber fees for Police radios on the new SVRCS system. The TEA contract (see attachment A) is structured with monthly charges for each piece of equipment that is under maintenance. At the beginning of fiscal 2019 the monthly charge is \$10,299. At the end of the fiscal year the monthly charge is estimated to be \$7,045. That total will be further reduced when the new fire ringdown system comes on line. The installation and maintenance of the new fire ringdown system is in the Fire Department budget. Ongoing annual cost of the TEA contract should be approximately \$75,000 once the new ringdown system comes on line.

Policy Implications

This agreement is consistent with existing City policy.

Environmental Review:

This contract is exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to Section 15301 of the CEQA guidelines.

Attachments:

- Attachment A - TEA 052318

(USE FOR PROFESSIONAL SERVICES (DESIGN and NON-DESIGN))

CITY OF PALO ALTO CONTRACT NO.
AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
FOR PROFESSIONAL SERVICES

This Agreement is entered into on this _____ day of _____, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and **DARYL D. JONES, INC. DBA TELECOMMUNICATIONS ENGINEERING ASSOCIATES**, a California corporation, located at 1160 Industrial Road #15, San Carlos, CA 94070 (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

- A. CITY intends to to maintain portions of its legacy analog radio and telecommunications systems (“Project”) and desires to (“Project”) and desires to engage a consultant to to provide radio and telecommunication engineering services in connection with the Project (“Services”).
- B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.
- C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

Optional On-Call Provision (This provision only applies if checked and only applies to on-call agreements.)

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY’s Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a CITY Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set

forth in Section 4 of this Agreement. CONSULTANT shall only be compensated for work performed under an authorized Task Order and CITY may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 4.

SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution through June 30, 2023 unless terminated earlier pursuant to Section 19 of this Agreement.

OR

The term of this Agreement shall be from the date of its full execution through completion of the services in accordance with the Schedule of Performance attached at Exhibit “B” unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” (“Basic Services”), and reimbursable expenses, shall not exceed One Hundred Thousand Dollars (\$100,000.00). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event Additional Services are authorized, the total compensation for Basic Services, Additional Services and reimbursable expenses shall not exceed Twenty Five Thousand Dollars (\$25,000). The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE,” which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit “A”.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C-1”). If applicable, the invoice shall also describe the percentage of completion of each task. The

information in CONSULTANT's payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City's project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT's errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY's stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of

CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING.

Option A: No Subcontractor: CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

Option B: Subcontracts Authorized: Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services. The subconsultants authorized by CITY to perform work on this Project are:

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Daryl Jones as the Project Supervisor to have supervisory responsibility for the performance, progress, and execution of the Services and _____ as the project manager to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY's project manager is Charles Cullen, Police Department, Technical Services Division, 275 Forest Ave Palo Alto, CA 94303, Telephone:(650) 329-2331. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not

contemplated by the scope of work.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

[Option A applies to the following design professionals pursuant to Civil Code Section 2782.8: architects; landscape architects; registered professional engineers and licensed professional land surveyors.] 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

[Option B applies to any consultant who does not qualify as a design professional as defined in Civil Code Section 2782.8.] 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the

City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a "Consultant"

as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person's race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

- (a) All printed materials provided by CCONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- (b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division's office.
- (c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE. CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

26.1 **This Project is not subject to prevailing wages.** CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than \$25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than \$15,000.

OR

26.1 **CONSULTANT is required to pay general prevailing wages** as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the contract for this Project from the Director of the Department of Industrial Relations (“DIR”). Copies of these rates may be obtained at the Purchasing Division’s office of the City of Palo Alto. CONSULTANT shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. CONSULTANT shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

26.2 CONSULTANT shall comply with the requirements of Exhibit “E” for any contract for public works construction, alteration, demolition, repair or maintenance.

SECTION 27. MISCELLANEOUS PROVISIONS.

27.1. This Agreement will be governed by the laws of the State of California.

27.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

27.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

27.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

27.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

27.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

27.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

27.8. In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT's proposal, the exhibits shall control.

27.9. If, pursuant to this contract with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent.

27.10. All unchecked boxes do not apply to this Agreement.

27.11. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

27.12. This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

CONTRACT No. S18XXXXXX SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

**CONSULTANT
DARYL D. JONES, INC. DBA
TELECOMMUNICATIONS
ENGINEERING ASSOCIATES**

City Manager (Required on contracts over \$85,000)
Purchasing Manager (Required on contracts over \$50,000)
Contracts Administrator (Required on contracts under \$50,000)

Officer 1

By:
Name:
Title:

APPROVED AS TO FORM:

City Attorney or designee
(Required on Contracts over \$25,000)

Officer 2 (Required for Corp. or LLC)

By:
Name:
Title:

Attachments:

- EXHIBIT "A": SCOPE OF SERVICES
- EXHIBIT "A-1" PROFESSIONAL SERVICES TASK ORDER (for on-call contracts only)
- EXHIBIT "B": SCHEDULE OF PERFORMANCE
- EXHIBIT "C": COMPENSATION
- EXHIBIT "C-1": SCHEDULE OF RATES
- EXHIBIT "D": INSURANCE REQUIREMENTS
- EXHIBIT "E": DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide professional telecommunications engineering services to manage and maintain the City's radio infrastructure and console equipment. The City has opted for a service plan that covers all parts and equipment (excepting the items in the Services Excluded section) without additional charge. In addition, all labor, including travel time will be provided for any equipment or systems problem without charge.

CONSULTANT agrees to provide total problem resolution services under this contract. This includes liaison with equipment manufacturers, other vendors, the County, and the 9-1-1 System maintenance provider. CONSULTANT shall investigate all reports of system problems and work with the appropriate vendor or agency to correct it. CONSULTANT will further serve as the City's single point of contact for problems related to the equipment listed in Exhibit C.

In addition to routine maintenance and management of telecommunications equipment, CONSULTANT will make recommendations to the City when equipment needs to be replaced and offer suggestions about new products and equipment, which can be used to enhance system performance. CONSULTANT agrees to provide training for City personnel on communications systems as necessary. CONSULTANT will assist the City in identifying issues when it is necessary for the City to make routine system design changes and enhancements to any equipment covered under this agreement. CONSULTANT will write bid specifications for base station equipment when directed to do so by the City. Written reports on the status of the City's communications systems will be provided when necessary but not less than once per year by the 15th of December. All of the above services are included in the total compensation set forth in Exhibit C and shall be at no additional cost to City.

REQUIRED SERVICES

Radio Infrastructure Management Services

All communications problems under this agreement are resolved effectively and efficiently. In the event of a system failure, the vendor shall respond promptly (in accordance with the specified response time requirements) and make the necessary repairs in a manner that will keep any system downtime to an absolute minimum.

Maintenance and Repair Services

The vendor shall keep all equipment covered by this proposal in Exhibit C in excellent working condition, utilizing current industry standards and modern preventive maintenance techniques. All parts and labor necessary to accomplish preventive maintenance and repair will be provided without additional costs.

Response Times

The vendor shall provide the City with a telephone number that is available for reporting problems that is answered or responded to 24 hours a day, 7 days per week, 365 days per year. All incidents in the following categories shall be responded to and resolved within the specified time. In all instances, the vendor shall make every effort to be available for immediate telephone consultation for any problem.

Emergency Request: The vendor shall handle all emergency requests for service within one hour of the request being reported. Emergency requests are defined as a malfunction of equipment that has a major effect on daily operations. An example of such a malfunction would be a major failure at a dispatch console.

High Priority Requests: The vendor shall handle all requests of this nature within four (4) hours of the request being reported. High Priority request are defined as a malfunction of equipment that can be temporarily resolved by a work around. An example of such a malfunction would be a secondary channel becoming inoperable and that traffic being moved to the primary channel.

Non-critical Requests: The vendor shall handle all Non-critical requests within twenty-four (24) of the request being reported. Non-critical requests are defined as intermittent problems that do not have a significant operational impact. An example of an intermittent problem would be periodic static on a secondary channel.

In all instances, the vendor shall make every effort to be available for immediate telephone consultation.

Equipment Inventory and Handling

It shall be the joint responsibility of the City and vendor to maintain an accurate listing of all radio infrastructure equipment. It is understood that only equipment listed in the most current copy of the equipment itemization is covered under a fixed fee proposal.

It is further understood that vendor's personnel will need to periodically possess radio equipment that belongs to the City. Vendor agrees to exercise reasonable care for the equipment and shall be responsible for its return to the City.

MISCELLANEOUS SERVICES

It is understood that TEA may need to periodically possess radio equipment that belongs to the City. TEA agrees to exercise reasonable care for the equipment and shall be responsible for its return to the City.

TEA is authorized by the City to install its own radio repeater and antenna at any City radio site to facilitate administrative communication between TEA personnel. All equipment and installation services will be at TEA's and expense and the City shall incur

no additional charge. There will be no charge for rental of space of electrical power at the City's radio sites.

TEA will maintain the City's FCC's radio licenses. TEA will provide radio systems training for probationary dispatchers and at two Continued Professional Training (CPT) sessions annually

SERVICES OUTSIDE OF THE CONTRACT

The City may request consulting services on radio infrastructure changes, additions and relocation. TEA will provide those services at an hourly cost of \$155.00 per hour. In addition the City needs to replace and relocate some antiquated radio equipment. TEA will provide quotes for these replacement/relocation projects and any long-term consulting projects.

SERVICES EXCLUDED

The following services are not included as part of this agreement and, if services are required of TEA, it will be handled on a time and materials basis.

- Antennas – Base station antennas and coaxial cables at all sites**
- Telephone headsets**
- Mobile and Portable radios**
- System relocation or design changes**
- Installation of new equipment**
- Batteries**
- Microwave System**

Any malfunctions or damage for problems caused by natural or manmade disaster such as flood, earthquake or fire will not be covered under this agreement. It is understood that TEA may determine that a particular piece of equipment is beyond economic repair due to age or condition. If this occurs, TEA will notify the City, this equipment item will be excluded from maintenance under this agreement, and the compensation will be adjusted accordingly.

(Optional – for On Call Agreements only)

**EXHIBIT “A-1”
PROFESSIONAL SERVICES TASK ORDER**

Consultant hereby agrees to perform the work detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into the Agreement by this reference. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

CONTRACT NO.

ISSUE DATE

Purchase Requisition No.

1A. MASTER AGREEMENT NUMBER

1B. TASK ORDER NO.

2. CONSULTANT

3. PERIOD OF PERFORMANCE: START: 7/1/2018 COMPLETION: June 30, 2023

4. TOTAL TASK ORDER PRICE: \$ _____
BALANCE REMAINING IN MASTER AGREEMENT \$ _____

5. BUDGET CODE: _____
COST CENTER _____ COST ELEMENT _____ WBS/CIP _____
PHASE _____

6. CITY _____ PROJECT _____ MANAGER’S
NAME/DEPARTMENT _____

7. DESCRIPTION OF SCOPE OF SERVICES
MUST INCLUDE:

- WORK TO BE PERFORMED
- SCHEDULE OF WORK
- BASIS FOR PAYMENT & FEE SCHEDULE
- DELIVERABLES
- REIMBURSABLES (with “not to exceed” cost)

8. ATTACHMENTS: A: Scope of Services B: _____

**I hereby authorize the performance of
the work described above in this Task Order.**

**I hereby acknowledge receipt and
acceptance
of this Task Order and warrant that I have
authority to sign on behalf of Consultant.**

APPROVED:
CITY OF PALO ALTO

APPROVED:
COMPANY NAME: _____

BY: _____
Name _____
Title _____
Date _____

BY: _____
Name _____
Title _____
Date _____

**EXHIBIT “B”
SCHEDULE OF PERFORMANCE**

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

Milestones	No. of Days/Weeks	Completion
		From NTP
1. Preventive Maintenance		On Going
2. Training for Police Personnel		Annual
3. Maintenance of FCC Licenses Needed		As
4. Written Status Reports		Annually
5.		
6.		
7.		
8.		
9.		
10.		

(Version 1 - use for task based compensation)

**EXHIBIT “C”
COMPENSATION**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Task 1 ()	\$
Task 2 ()	\$
Task 3 ()	\$
Task 4 ()	\$
Task 5 ()	\$
Sub-total Basic Services	\$
Reimbursable Expenses	\$
Total Basic Services and Reimbursable expenses	\$
Additional Services (Not to Exceed)	\$
Maximum Total Compensation	\$

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

A. Travel outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto's policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$ shall be approved in advance by the CITY's project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement

Work required because the following conditions are not satisfied or are exceeded shall be considered as additional services:

(Version 2 – hourly rate - not task based)

**EXHIBIT “C”
COMPENSATION**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

A. Travel outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto’s policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$100.00 shall be approved in advance by the CITY’s project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

[OPTIONAL] Work required because the following conditions are not satisfied or are exceeded shall be considered as Additional Services:

HOURLY RATE SCHEDULE

Consulting fees for work outside of the scope of the contract will not exceed on hundred fifty-five (\$155.00) dollars per hour for radio engineering and will not exceed one hundred thirty-five (\$135.00) dollars per hour for telecommunications technician work.

**EXHIBIT “C-1”
SCHEDULE OF RATES**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit “A” (“Basic Services”) and reimbursable expenses shall not exceed \$500,000. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed \$750,000. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, does not exceed \$500,000 and the total compensation for Additional Services does not exceed \$125,000.

The CITY agrees to compensate TEA for professional services performed in accordance with the terms and conditions of this agreement as set forth in the budget schedule below. The monthly fee for the duration of the contract will reduced as the system’s equipment is decommissioned. TEA will invoice the CITY on a monthly basis for the amount of covered equipment from the list below.

PD-1 SYSTEM	Quantity	Cost Each	Monthly Total	Monthly	Monthly	Monthly
T-Band duplex base station	2		\$175	\$350		
T-band voting receiver	4		\$85	\$340		
Motorola Digitac comparator	1			\$160	\$160	
Transmitter site-select relay system	1				\$10	\$10
CTI comparator display system	0			\$30	\$0	
Total >>			\$860			

PD-2 SYSTEM	Quantity	Cost Each	Monthly Total	Monthly	Monthly	Monthly
T-Band duplex base station	2		\$175	\$350		
T-band voting receiver	4		\$85	\$340		
Motorola Digitac comparator	1			\$160	\$160	
Transmitter site-select relay system	1				\$10	\$10
CTI comparator display system	0			\$30	\$0	
Total >>			\$860			

FD-1 SYSTEM	Quantity	Cost Each	Monthly Total	Monthly	Monthly	Monthly
VHF duplex base station	2		\$175	\$350		
VHF voting receiver	3		\$85	\$255		
Motorola Digitac comparator	1			\$160	\$160	
Transmitter site-select relay system	1				\$10	\$10
CTI comparator display system	1			\$30	\$30	
Total >>			\$805			

FD-2 (TAC) SYSTEM	Quantity	Cost Each	Monthly Total	Monthly	Monthly	Monthly
VHF duplex base station	2		\$175	\$350		
VHF voting receiver	3		\$85	\$255		
Motorola Digitac comparator	1			\$160	\$160	
Transmitter site-select relay system	1				\$10	\$10
CTI comparator display system	1			\$30	\$30	
Total >>			\$805			

FIRE STATION ALERTING	Quantity	Cost Each	Total	Monthly	Monthly
Zetron Model 25 encoder (CAD controlled)			0		\$32 \$0
Zetron Model 26 status control unit	2			\$60	\$120
Zetron Model 6 fire station transponder	7			\$36	\$252
TEA Station Alerting Module (SAM)	7			\$20	\$140
Fire station PA system - Valcom	0			\$35	\$0
Fire station PA system - conventional	7			\$35	\$245
Fire station alerting radios	7		\$30	\$210	
Power supplies	7		\$28	\$196	
Total >>			\$1,163		

LG-1 SYSTEM	Quantity	Cost Each	Monthly Total	Monthly
UHF duplex base station	2		\$175	\$350
UHF voting receiver	3		\$85	\$255
Motorola Digitac comparator	1			\$160 \$160
Transmitter site-select relay system	1			\$10 \$10
CTI comparator display system	0			\$30 \$0
Desk set remote control	12		\$18	\$216
Total >>			\$991	

LG-2 SYSTEM	Quantity	Cost Each	Monthly Total	Monthly
UHF duplex base station	2		\$175	\$350
UHF voting receiver	3		\$85	\$255
Motorola Digitac comparator	1			\$160 \$160
Transmitter site-select relay system	1			\$10 \$10
CTI comparator display system	0			\$30 \$0
Desk set remote control	12		\$18	\$216
Total >>			\$991	

LG-3 SYSTEM	Quantity	Cost Each	Monthly Total	Monthly
UHF duplex base station	2		\$175	\$350
UHF voting receiver	1		\$85	\$85
Motorola Digitac comparator	1			\$160 \$160
Transmitter site-select relay system	0			\$10 \$0
CTI comparator display system	0			\$30 \$0
Desk set remote control	0		\$18	\$0
Total >>			\$595	

FIBER-OPTIC MULTIPLEXERS	Quantity	Cost Each	Total	Monthly	Monthly
Adtran Opti 6100 for Civic Center	1			\$435	\$435
Adtran Opti 6100 for MSC	1		\$235	\$235	
Adtran Opti 6100 for Park Reservoir	1			\$235	\$235
Adtran Opti 6100 for Dahl Reservoir	1			\$235	\$235
48VDC power systems (excluding batteries)	4				\$65 \$260
Total >>			\$1,400		

SITE-SPECIFIC EQUIPMENT	Quantity	Cost Each	Total	Monthly	Monthly
UHF T-band receiver multicoupler	2			\$30	\$60
UHF 450 receiver multicoupler	3			\$30	\$90
VHF receiver multicoupler	3		\$30	\$90	
Wideband multicoupler at Civic Center	4			\$30	\$120
DC power system for VA Hospital site	1			\$85	\$85
AC power inverter for VA Hospital site	1			\$45	\$45
Adtran Atlas 550 mutiplexers for VA Hospital	2				\$65 \$130
Total >>			\$620		

CENTRACOM GOLD ELITE CONSOLE	Quantity	Cost Each	Total	Monthly	Monthly
Monthly					
Operator position	5		\$160	\$800	
Centracom card cage	6		\$15	\$90	
Centracom CEB power supply	6			\$95	\$570
Centracom base interface module	18			\$32	\$576
Centracom dual receive module	6			\$32	\$192
Centracom OMI modules	5		\$60	\$300	
Centracom timer module	2		\$35	\$70	
Centracom aux relay module	10			\$18	\$180
Centracom RS232 module	1		\$15	\$15	
Total >>			\$2,793		

CENTRACOM II+ CONSOLE	Quantity	Cost Each	Total	Monthly	Monthly
(PAUCC)					
Operator position	2		\$160	\$320	
Centracom card cage	3		\$15	\$45	
Centracom CEB power supply	3			\$95	\$285
Centracom base interface module	3			\$32	\$96
Centracom dual receive module	0			\$32	\$0
Centracom OMI modules	2		\$60	\$120	
Centracom timer module	2		\$35	\$70	

Centracom aux relay module	1		\$18	\$18
Centracom RS232 module	1		\$15	\$15
Total >>		\$969		

MISCELLANEOUS EQUIP.	Quantity		Monthly Cost Each	Monthly Total
CDM monitor receivers	8	\$18	\$144	
UHF T-band control base station (MACS)	1		\$85	\$85
UHF T-band control base station (TAC-3)	1		\$85	\$85
Red-Net control base station	1		\$85	\$85
Law-Net control base station	1		\$85	\$85
T-band select control base	1	\$85	\$85	
VHF base station (White)	1	\$85	\$85	
VHF base station (Blue)	1	\$85	\$85	
Antenna combining system	0		T&M	
Total >>		\$739		

NORTAC SIMULCAST	Quantity		Monthly	Monthly
		Cost Each	Total	
1/3 split between LA. PA and MV	1		\$490	\$490
Total >>			\$490	

SUMMARY		Monthly Total	
PD-1 SYSTEM		\$860	
PD-2 SYSTEM		\$860	
FD-1 SYSTEM		\$805	
FD-2 (TAC) SYSTEM		\$805	
FIRE STATION ALERTING			\$1,163
LG-1 SYSTEM		\$991	
LG-2 SYSTEM		\$991	
LG-3 SYSTEM		\$595	
FIBER-OPTIC MULTIPLEXERS			\$1,400
SITE-SPECIFIC EQUIPMENT			\$620
CENTRACOM GOLD ELITE CONSOLE			\$2,793
CENTRACOM II+ CONSOLE			\$969
MISCELLANEOUS EQUIP.			\$739
NORTAC SIMULCAST		\$490	
		\$14,081	
		\$168,972	

Annual Basic Services

\$168,972

Five-Year Total Basic Services

\$500,000

**Five-Year Total Additional Services (Not to Exceed)
Each Total**

\$125,000Cost

**EXHIBIT “D”
INSURANCE REQUIREMENTS**

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER’S COMPENSATION EMPLOYER’S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE			
		ALL DAMAGES		\$1,000,000
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
 - B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.
 - C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY’S PRIOR APPROVAL.
- II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSUREDS”
 - A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE
AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO
AT THE FOLLOWING URL:**

<HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569>

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP

EXHIBIT “E”
DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

This Exhibit shall apply only to a contract for public works construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONSULTANT without proof that CONSULTANT and its listed subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work, subject to limited exceptions. City requires CONSULTANT and its listed subcontractors to comply with the requirements of SB 854.

CITY provides notice to CONSULTANT of the requirements of California Labor Code section 1771.1(a), which reads:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

CITY gives notice to CONSULTANT and its listed subcontractors that CONSULTANT is required to post all job site notices prescribed by law or regulation and CONSULTANT is subject to SB 854-compliance monitoring and enforcement by DIR.

CITY requires CONSULTANT and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:

Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, CONSULTANT and its listed subcontractors, in connection with the Project.

The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of CONSULTANT and its listed subcontractors, respectively.

At the request of CITY, acting by its project manager, CONSULTANT and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the project manager within ten (10) days of receipt of CITY’s request.

CITY requests CONSULTANT and its listed subcontractors to submit the certified payroll records to the project manager at the end of each week during the Project.

If the certified payroll records are not produced to the project manager within the 10-day period,

then CONSULTANT and its listed subcontractors shall be subject to a penalty of one hundred dollars (\$100.00) per calendar day, or portion thereof, for each worker, and CITY shall withhold the sum total of penalties from the progress payment(s) then due and payable to CONSULTANT.

Inform the project manager of the location of CONSULTANT's and its listed subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the project manager within five (5) business days of any change of location of those payroll records.