



City of Palo Alto

City Council Staff Report

(ID # 10352)

Report Type: Consent Calendar

Meeting Date: 6/24/2019

Summary Title: Approval of Contract Amendments with TEA

Title: Approval of Amendment Number 1 to Contract Number C19172119 With Daryl D. Jones, Inc. DBA Telecommunications Engineering Associates (TEA) for \$60,000 to Provide Services to the Public Safety Building Architect and Additional Maintenance Costs for Fiscal 2019

From: City Manager

Lead Department: Police

Recommendation

Staff recommends that Council approve and authorize the City Manager or his designee to execute Amendment Number 1 to Contract No. C 19172119 with Daryl D. Jones, Inc. DBA Telecommunications Engineering Associates (TEA) for \$60,000 to provide services to the Public Safety Building Architect and additional maintenance costs for Fiscal Year 2019.

Background

Maintenance Needs

TEA provides maintenance for the existing City radio system and the Fire Station Ringdown System. The existing City radio system is an analog Very High Frequency (VHF) and Ultra High Frequency (UHF) system that supports Police, Fire, OES, Animal Control, and Park Rangers. The City currently operates two VHF channels and three UHF channels.

The City is migrating to a new Countywide Silicon Valley Regional Communication System (SVRCS). Public Works and Utilities personnel have been operating on the new system since November. There have been delays in migrating Police, Fire and other personnel to the SVRCS due to programming and equipment issues. In addition, installation of the new Fire Ringdown System, originally anticipated for early 2019, will not be completed until June 2019.

As a result, the cost of maintaining these systems will exceed the annual contract amount of \$100,000 by approximately \$45,000. The Police Department will reallocate existing funds to cover the costs. The transition of all CPA radio users to the SVRCS system should be completed by the end of the 2019 fiscal year.

Provision of Information and Documentation on the Existing Communications System

Public Works and the Police Department are working with RossDrulisCusenbery (RDC) Architecture to complete the design of the new Public Safety Building (PSB). RDC has engaged consultants for the communications and technology components of the PSB design. The communications consultant will need detailed information about the existing radio system infrastructure to design the radio system and equipment specifications for the new building. The City's radio system maintenance provider, TEA will be needed to provide the existing system specifications for the architect's consultant. An amendment to the TEA contract is required to add these services to the scope of work.

Discussion

An amendment to the TEA contract is needed to cover the cost of higher-than-anticipated maintenance of the existing radio system and fire station ringdown system that will exceed the \$100,000 contract limit for fiscal 2019. An additional \$45,000 is needed for this fiscal year. The Police Department will reallocate existing funds in the department budget to cover the added cost.

The design of the new PSB includes complex radio components for the SVRCS system and the three legacy channels the department will maintain for redundancy and disaster recovery. The design consultant identified by the architect RDC will need the services of TEA to provide the existing specifications and requirements from those legacy channels to enable the consultant and RDC to complete the design for the PSB. TEA will charge an hourly rate of \$188 with a not-to-exceed amount of \$15,000. The cost will be funded from the PSB budget.

Resource Impact

The cost of having TEA provide existing system specifications will be charged at an hourly rate of \$188 with a not-to-exceed amount of \$15,000. The cost for providing the existing system specifications will be charged to the Public Safety Building Project (PE-15001).

The cost of the higher-than-usual maintenance needs (beyond the annual allotment of \$100,000) will not exceed \$45,000. The additional maintenance costs will be absorbed by the Police Department.

Policy Implications

This amendment to contract 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 - Amendment 1 Signed by TEA 06-12-2019

**AMENDMENT NO. 1 TO CONTRACT NO. C19172119
BETWEEN THE CITY OF PALO ALTO AND
DARYL D. JONES, INC. DBA TELECOMMUNICATIONS ENGINEERING ASSOCIATES**

This Amendment No. 1 (this "Amendment") to contract no. C19172119 (the "Contract" as defined below) is entered into as of **June 25, 2018**, 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"). CITY and CONSULTANT are referred to herein collectively as the "Parties".

RECITALS

A. The Contract was entered into between the Parties to maintain portions of the CITY's legacy analog radio and telecommunications systems (the "Project") and for the CONSULTANT to provide radio and telecommunication engineering services in connection with the Project (the "Services"), as detailed therein.

B. The Parties now wish to amend the Contract to add to the scope of services (1) higher-than-usual annual level maintenance services/equipment during contract year one, and (2) provision of information and documentation for the CITY's existing radio system to the radio technology subconsultant of Ross, Drulis, Cusenberry, the architectural firm the CITY engaged to design its new Public Safety Building, and increase the compensation to the CONSULTANT accordingly, from a previous not-to-exceed amount of Six Hundred Twenty Five Thousand Dollars (\$625,000) to a new total not-to-exceed amount of Six Hundred Eighty Five Thousand Dollars (\$685,000), as detailed herein.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term "Contract" shall mean contract no. C19172119 between CONSULTANT and CITY, dated June 25, 2018.
- b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 1, "SCOPE OF SERVICES," of the Contract is hereby amended to read as follows:

"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 Additional Services (This provision only applies if checked.)

Additional Services (as defined in Section 4, entitled "Not to Exceed Compensation" of this Agreement) may 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 Additional Services scope of work, a specific schedule of performance and a specific compensation amount, in accordance with the provisions of this Agreement. 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 Additional Services performed under an authorized Task Order and CITY may elect, but is not required, to authorize Additional Services up to the maximum compensation amount set forth in Section 4."

SECTION 3. Section 2, "TERM," of the Contract is hereby amended to read as follows:

"The term of this Agreement shall be from June 28, 2018 through June 30, 2023, unless terminated earlier pursuant to Section 19 of this Agreement."

SECTION 4. Section 4, "NOT TO EXCEED COMPENSATION", of the Contract is hereby amended to read as follows:

"The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A" (also referred to herein as the "Basic Services"), and reimbursable expenses, shall not exceed Five Hundred Sixty Thousand Dollars (\$560,000), as detailed in Exhibit "C" entitled "COMPENSATION". 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 Six Hundred Eighty Five Thousand Dollars (\$685,000), as detailed in Exhibit "C". Equipment maintenance rates, as applicable, are set out at Exhibit "C-1", entitled "SCHEDULE OF RATES". 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 Section 1 ("Scope of Services") and Exhibit "C" ("Compensation"). 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. The following exhibits to the Contract are hereby added or amended and replaced in their entirety, as indicated below, to read as set forth in the attachments to this Amendment, each of which is hereby attached and incorporated into as though fully set forth therein, respectively, by this reference.

a. Exhibit "A" entitled "SCOPE OF SERVICES" of the Contract is hereby deleted and replaced in its entirety to read as provided in the attached Exhibit "A", entitled "SCOPE OF SERVICES" (AMENDED-REPLACES PREVIOUS).

b. Exhibit "A-1" entitled "PROFESSIONAL SERVICES TASK ORDER" is hereby added to the Contract to read as provided in the attached Exhibit "A-1" (ADDED).

c. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE," of the Contract is hereby deleted and replaced in its entirety to read as provided in the attached Exhibit "B", entitled "SCHEDULE OF PERFORMANCE" (AMENDED-REPLACES PREVIOUS).

d. Exhibit "C" entitled "COMPENSATION," of the Contract is hereby deleted and replaced in its entirety to read as provided in the attached Exhibit "C", entitled "COMPENSATION" (AMENDED-REPLACES PREVIOUS).

e. Exhibit "C-1" entitled "SCHEDULE OF RATES" of the Contract is hereby deleted and replaced in its entirety to read as provided in the attached Exhibit "C-1", entitled "SCHEDULE OF RATES" (AMENDED-REPLACES PREVIOUS).

SECTION 6. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Contract, including any exhibits thereto, shall remain unchanged and in full force and effect.

SECTION 7. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are hereby fully incorporated herein by this reference.

(Continued on the next page.)

SIGNATURES OF THE PARTIES

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

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

City Attorney

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

Officer 

By:

Name:

Title:

Daryl D. Jones

President

Attachments:

Exhibit "A" entitled "SCOPE OF SERVICES" (AMENDED-REPLACES PREVIOUS)

Exhibit "A-1" entitled "PROFESSIONAL SERVICES TASK ORDER" (ADDED)

Exhibit "B" entitled "SCHEDULE OF PERFORMANCE" (AMENDED-REPLACES PREVIOUS)

Exhibit "C" entitled "COMPENSATION" (AMENDED-REPLACES PREVIOUS)

Exhibit "C-1" entitled "SCHEDULE OF RATES" (AMENDED-REPLACES PREVIOUS)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

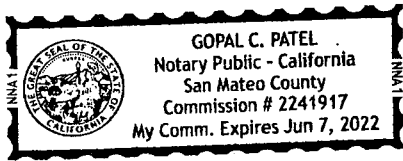
State of California)
County of SAN MATEO)

On 6-12-2019 before me, GOPAL C PATEL, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared DARYL DAVID JONES
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Amendment No. 1 to Contract NO. CA172119
Title or Type of Document: Between the City of Palo Alto and Daryl D. Jones,
Document Date: 6-12-2019 Number of Pages: 4
Signer(s) Other Than Named Above: DAK

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:

Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:

EXHIBIT "A"
SCOPE OF SERVICES
(AMENDED- REPLACES PREVIOUS)

CONSULTANT (also referred to herein as "TEA") 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 below) without additional charge. In addition, all labor, including travel time will be provided for any equipment or systems problem without additional charge.

CONSULTANT agrees to provide total problem resolution services under this Agreement. 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.

Further details on services included in CONSULTANT'S performance of this Agreement are provided below, as well as a section on excluded services.

REQUIRED SERVICES (INCLUDED)

Radio Infrastructure Management Services: All communications problems under this agreement are resolved effectively and efficiently. In the event of a system failure, the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall make every effort to be available for immediate telephone consultation for any problem.

Emergency Request: The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT to maintain an accurate listing of all radio infrastructure equipment (except as otherwise provided for in this Agreement). 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 CONSULTANT's personnel will need to periodically possess radio equipment that belongs to the CITY. CONSULTANT agrees to exercise reasonable care for the equipment and shall be responsible for its return to the CITY.

MISCELLANEOUS SERVICES (INCLUDED)

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

ADDITIONAL MAINTENANCE SERVICES (INCLUDED)

During contract year one (July 1, 2018 – June 30, 2019), CONSULTANT shall provide a higher-than-usual level of maintenance services, as the CITY's equipment and systems are in need of some additional maintenance care. The not-to-exceed amount for such additional maintenance services/equipment shall be **Forty Five Thousand Dollars (\$45,000)**. The per-contract-year amounts detailed in Exhibit "C" ("Compensation") reflect this additional \$45,000 for higher-than-usual maintenance during contract year one.

PROVISION OF INFORMATION AND DOCUMENTATION ON THE CITY'S EXISTING EMERGENCY RADIO/ TELECOMMUNICATIONS SYSTEMS (INCLUDED)

In addition to the above, during contract year two (July 1, 2019 – June 30, 2020) or as otherwise requested by CITY, CONSULTANT shall provide documentation and information on the specifications and operations of the CITY's existing emergency radio and telecommunications system to the radio technology subconsultant of Ross, Drulis, Cusenberry ("RDC"), the architectural firm engaged by the CITY to design its new Public Safety Building ("PSB"). CONSULTANT'S services will also include providing a complete inventory of all equipment used in the radio/telecoms system. CONSULTANT will charge at the rate of **One Hundred Eighty-eight dollars (\$188) an hour** with a not to exceed amount of **Fifteen Thousand Dollars (\$15,000)** for these services. The per-contract-year amounts detailed in Exhibit "C" ("Compensation") reflect this additional \$15,000 for provision of information and documentation during contract year two. CONSULTANT will not provide any consulting on the design of such systems for the new PSB, rather, such design work will be performed by RDC's subconsultant and/or RDC. CONSULTANT's role is solely to provide information and documentation regarding the current CITY systems.

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. (Such services are also referred to in this Agreement as "Additional Services," however, Additional Services may also consist of services other than those listed below in this "Services Excluded" section.)

- 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.

EXHIBIT "A-1"
PROFESSIONAL SERVICES TASK ORDER
(ADDED)

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 (MAY BE SAME AS CONTRACT NO. ABOVE)
 - 1B. TASK ORDER NO.
 2. CONSULTANT
 3. PERIOD OF PERFORMANCE: START: _____ COMPLETION: _____
 4. TOTAL TASK ORDER PRICE: \$ _____
 BALANCE REMAINING IN MASTER AGREEMENT/CONTRACT \$ _____
 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 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
(AMENDED- REPLACES PREVIOUS)

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 (NTP).

Milestones	No. of Weeks from NTP to Completion
1. Task 1. Preventive Maintenance	On going
2. Task 2. Training for Police Personnel	Annually
3. Task 3. Maintenance of FCC Licenses	As Needed
4. Task 4. Written Status Reports	Annually
5. Task 5. Provision of information and documentation on the City's existing emergency radio/ telecommunications systems to City's architect, RDC, and/or its subconsultant	End of calendar year 2019 (or as otherwise requested by City)

EXHIBIT "C"
COMPENSATION
(AMENDED- REPLACES PREVIOUS)

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, as detailed in Exhibit "A" entitled "Scope of Services", this Exhibit "C", and, as applicable, based on the covered equipment rate schedule attached as Exhibit C-1, all within the not-to-exceed amounts provided in Section 4 ("Not-to-Exceed Compensation").

Per-Contract-Year Not-to-Exceed Compensation Amounts

The following is a per-contract-year breakdown of the not-to-exceed compensation amounts provided in Section 4 ("Not to Exceed Compensation") of this Agreement.

The per-contract-year not-to-exceed compensation amounts for Basic Services and specified reimbursable expenses are as follows, respectively:

- One Hundred Forty Five Thousand Dollars (\$145,000) for contract year one (including higher-than-usual maintenance services/equipment);
- One Hundred Fifteen Thousand Dollars (\$115,000) for contract year two (including provision of information and documentation to RDC subconsultant);
- One Hundred Thousand Dollars (\$100,000) for contract year three;
- One Hundred Thousand Dollars (\$100,000) for contract year four;
- One Hundred Thousand Dollars (\$100,000) for contract year five.

CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within these amounts.

In the event Additional Services (per Section 4) are authorized by CITY (per Section 1), the per-contract-year not-to-exceed compensation amounts for Basic Services, Additional Services and specified reimbursable expenses are as follows, respectively:

- One Hundred Seventy Thousand Dollars (\$170,000) for contract year one (including higher-than-usual maintenance services/equipment);
- One Hundred Forty Thousand Dollars (\$140,000) for contract year two (including provision of information and documentation to RDC subconsultant);
- One Hundred Twenty Five Thousand Dollars (\$125,000) for contract year three;
- One Hundred Twenty Five Thousand Dollars (\$125,000) for contract year four; and
- One Hundred Twenty Five Thousand Dollars (\$125,000) for contract year five.

CONSULTANT agrees to complete all Basic Services, Additional Services and reimbursable expenses, within these amounts.

REIMBURSABLE EXPENSES

The CONSULTANT's administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance, telephone 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 for equipment needed for the operation of the radio/telecommunications system. 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 (as defined in Section 4, "Not to Exceed Compensation," of this Agreement) only by advanced, written authorization from the CITY, pursuant to a Task Order (Exhibit "A-1") as detailed in Section 1 of this Agreement. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of such services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, consistent with this Agreement, 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 such services, pursuant to a Task Order (Exhibit "A-1") as detailed in Section 1 of this Agreement. 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 FOR ADDITIONAL SERVICES (CONSULTING)

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.

HOURLY RATES FOR ADDITIONAL SERVICES (RADIO ENGINEERING AND TELECOMMUNICATIONS TECHNICIAN)

Consulting fees for work outside of the scope of the Agreement (Additional Services) will not exceed one 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
(AMENDED- REPLACES PREVIOUS)

As applicable, CONSULTANT will invoice the CITY on a monthly basis for the amount of applicable covered equipment from the list below. Notwithstanding the foregoing, or the list below, the compensation to CONSULTANT for the performance of this Agreement shall not exceed the amounts provided in Section 4, Exhibit A, and Exhibit C of this Agreement.

PD-1 SYSTEM	Quantit y	Monthly Cost Each	Monthly Total
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 >>	<u>\$860</u>

PD-2 SYSTEM	Quantit y	Monthly Cost Each	Monthly Total
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 >>	<u>\$860</u>

FD-1 SYSTEM	Quantit y	Monthly Cost Each	Monthly Total
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 >>	<u>\$805</u>

FD-2 (TAC) SYSTEM	Quantit y	Monthly Cost	Monthly Total
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		Each	
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
			<hr/>
		Total >>	\$805

FIRE STATION ALERTING	Quantity	Monthly Cost Each	Monthly Total
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
			<hr/>
		Total >>	\$1,163

LG-1 SYSTEM	Quantity	Monthly Cost Each	Monthly Total
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
			<hr/>
		Total >>	\$991

LG-2 SYSTEM	Quantity	Monthly Cost Each	Monthly Total
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
			<hr/>
		Total >>	\$991

LG-3 SYSTEM	Quantity	Monthly	Monthly
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		Cost Each	Total
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	Quantit y	Monthly Cost Each	Monthly Total
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	Quantit y	Monthly Cost Each	Monthly Total
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 multiplexers for VA Hospital	2	\$65	\$130
		Total >>	\$620

CENTRACOM GOLD ELITE CONSOLE	Quantit y	Monthly Cost Each	Monthly Total
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 (PAUCC)	Quantity	Monthly Cost Each	Monthly Total
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 Cost Each	Monthly 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
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	\$14,081
	\$168,972