

ITEM 4.17

CITY MANAGER'S REPORT DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **RATIFY THE ORIGINAL SERVICE CONTRACT AND CONTRACT CHANGE ORDER NO. 1 AND APPROVE CONTRACT CHANGE ORDER NO. 2 WITH HARDWIRE COMMUNICATIONS FOR ADDITIONAL FIBER OPTIC COMMUNICATION WIRING FOR CIP GG 22-03 CITYWIDE FIBER OPTIC COMMUNICATION**

RECOMMENDATION: **Adopt a Resolution to Ratify the Original Service Contract and Contract Change Order No. 1 and Approve Contract Change Order No. 2 With Hardwire Communications for Additional Fiber Optic Communication Wiring for CIP GG 22-03 Citywide Fiber Optic Communication**

SUMMARY:

The Capital Improvement Project (CIP) 22-03 Citywide Fiber Optic Communication created on June 14, 2021 allowed for the purchase and installation of fiber optic communication wiring throughout the City. This network of fiber optic communication wiring connects various City network systems throughout the City. The fiber optic wiring is essential for other CIPs currently in progress as it is a required component of the infrastructure. The City of Lathrop's camera surveillance systems, Automatic License Plate Recognition (ALPR) system, and traffic signals communicate via this network of fiber optic communication wiring that runs throughout the City.

The original Service Contract with Hardwire Communications Inc. was approved by the City Manager for \$74,000 in September 2022, as this vendor holds a California Multiple Award Schedule (CMAS) contract and provides quotes that are equivalent to prices per CMAS. Therefore, pursuant to Lathrop Municipal Code (LMC) 2.36.110 (d) this service contract is exempt from bidding. The vendor has performed all installation of fiber optic communication wiring throughout the city for this CIP so far. The original Service Contract was set to terminate August 2023 but was extended by the City Manager with a new termination date of June 30, 2024.

Installation of fiber optic communication wiring throughout the city is not yet complete and more services are required. To avoid project delays for various CIPs, the City Manager signed Change Order No. 1 to increase the Service Contract amount to a total amount of \$148,999. Staff is asking City Council to ratify the City Manager's approval of the original Service Contract and Change Order No. 1 with Hardwire Communications for the installation of fiber optic communication wiring.

NOVEMBER 13, 2023 CITY COUNCIL REGULAR MEETING**RATIFY THE ORIGINAL SERVICE CONTRACT AND CONTRACT CHANGE ORDER NO. 1 AND APPROVE CONTRACT CHANGE ORDER NO. 2 WITH HARDWARE COMMUNICATIONS FOR ADDITIONAL FIBER OPTIC COMMUNICATION WIRING SERVICES FOR GG 22-03 CITYWIDE FIBER OPTIC COMMUNICATION**

In preparation and planning of the upcoming projects for other CIPs that will require the infrastructure that the CIP GG 22-03 will implement, staff has prepared Contract Change Order No. 2 to increase the Contract amount from \$148,999 to \$223,999. The budget for the CIP GG 22-03 has sufficient funding for this expense. Staff is requesting City Council ratify the Contract Change Order No. 1 and the original Service Contract for Fiber Optic Communication Wiring and approve of the Contract Change Order No. 2. All services and materials are provided by this vendor are equal the CMAS pricing.

BACKGROUND:

Capital Improvement Project (CIP) 22-03 Citywide Fiber Optic Communication created on June 14, 2021 allowed for the purchase and installation of fiber optic communication wiring throughout the City. This extends the City's network and allows the surveillance camera systems located throughout the City to communicate with the required proprietary software along with the City's network systems. This work being complete for this CIP is vital, as the fiber optic communication wiring is required to complete the surveillance camera installations for CIPs GG 22-35 Camera Surveillance for Major City Parks, GG 19-07 Citywide Surveillance System, and GG 23-19 South Lathrop Surveillance System.

The CIP GG 22-35 Camera Surveillance for Major City Parks focuses on installing surveillance systems in parks throughout the City. The first phase was approved for three (3) parks and is almost complete. To finish installing the surveillance cameras, fiber optic communication wiring is required as this allows for the surveillance cameras to communicate with the City's network. The City Manager signed approval of the original Service Contract and Contract Change Order No. 1 to allow for fiber optic communication wiring to be installed and complete the first phase of this CIP. Five (5) additional parks are being recommended to the City Council by the Information Systems Department (ISD) to have surveillance cameras installed as phase 2 of this CIP. Additional fiber optic communication wiring installation will be required to the additional parks to allow for the surveillance cameras to function.

The CIP GG 19-07 Citywide Surveillance System focuses on installing surveillance systems at intersections throughout the City. The first phase of intersections are almost complete, however to finish this first phase of the project, fiber optic communication wiring is required for the surveillance cameras to communicate with the City's network systems. Timing of the installation of surveillance cameras is essential as CIP GG 19-07 is working with CIP PS 23-01 to install equipment on the same traffic signals as the surveillance cameras. Coordinating the installation of equipment for both CIP's will save the City on installation expenses. The Contract Change Order No. 1, signed by the City Manager, allows for continued installation of fiber optic communication wiring allowing the completion of phase 1 of the project. Additional intersections are being proposed to City Council by ISD and additional fiber optic communication wiring is necessary to install the surveillance systems at the

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additional intersections. To continue the project to install surveillance cameras at the various intersections throughout the City, continued fiber optic communication wiring installation is critical.

Installation for CIP GG 23-19 South Lathrop Surveillance System is beginning in December 2023. However, this project requires fiber optic wiring to move forward with installation of the surveillance camera system. This area of South Lathrop covers a looping roadway that creates the perfect environment for people to race around. There are multiple buildings currently being constructed and impacted by vandalism in this area and the need for cameras is increasing.

Hardwire Communications has performed all the installation of the City's fiber optic communication wiring and is effectively familiar with the City's sites. Pursuant to Lathrop Municipal Code (LMC), 2.36.110 (B) allows the City to utilize a competitive bidding process that has already been held by other government agencies and take advantage of the best pricing under government contracts. Hardwire Communications currently holds an active California Multiple Award Schedule (CMAS) contract with the California Department of General Services - CMAS Contract No. 3-17-70-3083B. Therefore, this service contract is exempt from bidding because the pricing given by Hardwire Communications for materials and labor, required by this project, equals the price list included in their current CMAS agreement.

The City Manager originally signed approval of a Service Contract for the amount of \$74,000 in September 2022. This Service Contract was set to terminate August 2023 but was extended by the City Manager with a new termination date of June 30, 2024. In October 2023, the City Manager signed approval of Change Order No. 1 to the Service Contract increasing the total amount of the Service Contract to \$148,999. In preparation and planning of the upcoming projects for other CIP's that will require the infrastructure that the CIP GG 22-03 will implement, staff has prepared Contract Change Order No. 2 to increase the Contract amount from \$148,999 by \$75,000 for a total Contract amount of \$223,999.

Installation of fiber optic communication wiring throughout the City is not yet complete and more services are required. To avoid project delays for various CIPs, the City Manager signed Service Contract Change Order No.1 to increase the original Service Contract amount from \$74,000 to \$148,999. Staff is requesting City Council to ratify the original Service Contract for Fiber Optic Communication Wiring and the Contract Change Order No. 1. Staff is also requesting City Council approve Contract Change Order No. 2 to increase the Service Contract to a total of \$223,999.

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Fiber optic communication wiring is essential to camera surveillance systems that are being installed throughout the City for various CIP's as this is how the systems communicate with the City's network. Installation of fiber optic communication wiring is not yet complete throughout the City and staff would like Hardwire Communication to continue services.

FISCAL IMPACT:

There are sufficient funds in CIP GG 22-03 to fund the original Service Contract, Contract Change Order No. 1 and Contract Change Order No. 2 for fiber optic communication wiring services.

ATTACHMENTS:

- A. Resolution of the City Council of the City of Lathrop to Ratify the Service Contract and Change Order No. 1 and approve Contract Change Order No. 2 with Hardwire Communications for Additional Fiber Optic Communication Wiring Services for GG 22-03.
- B. Extension Letter and Service Contract with Hardwire Communications for Fiber Optic Communication Wiring Services for GG 22-03
- C. Contract Change Order No. 1 with Hardwire Communications for Fiber Optic Communication Wiring Services for GG 22-03
- D. Contract Change Order No. 2 with Hardwire Communications for Fiber Optic Communication Wiring Services for GG 22-03

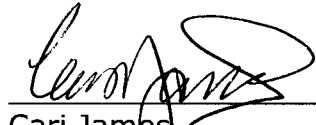
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APPROVALS:



Tony Fernandes
Information Systems Director

11-28-2023
Date



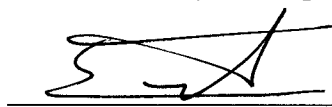
Cari James
Finance Director

11/29/2023
Date



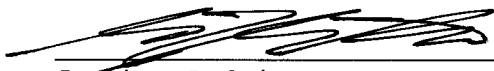
Michael King
Assistant City Manager

11.29.2023
Date



Salvador Navarrete
City Attorney

11.28.2023
Date



Stephen J. Salvatore
City Manager

12.4.23
Date

RESOLUTION NO. 23 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO RATIFY THE ORIGINAL SERVICE CONTRACT AND CONTRACT CHANGE ORDER NO. 1 AND APPROVE CONTRACT CHANGE ORDER NO. 2 WITH HARDWIRE COMMUNICATIONS FOR ADDITIONAL FIBER OPTIC COMMUNICATION WIRING FOR CIP GG 22-03 CITYWIDE FIBER OPTIC COMMUNICATION

WHEREAS, the Capital Improvement Project (CIP) 22-03 Citywide Fiber Optic Communication created on June 14, 2021 allowed for the purchase and installation of fiber optic communication wiring throughout the City; and

WHEREAS, the fiber optic wiring is essential for other CIP's currently in progress as it is a required component of the infrastructure; and

WHEREAS, installation of fiber optic communication wiring throughout the City is not yet complete and more services are required; and

WHEREAS, Hardwire Communications currently holds an active California Multiple Award Schedule (CMAS) contract with the California Department of General Services - CMAS Contract No. 3-17-70-3083B; and

WHEREAS, pricing given by Hardwire Communications for materials and labor, required by this project, equals the price list included in their current CMAS agreement; and

WHEREAS, pursuant to Lathrop Municipal Code (LMC), 2.36.110 (B) allows the City to utilize a competitive bidding process that has already been held by other government agencies and take advantage of the best pricing under government contracts; and

WHEREAS, the original Service Contract with Hardwire Communications was approved by the City Manager for \$74,000 in September 2022 and extended in August 2023; and

WHEREAS, to avoid project delays for CIPs GG 19-07, GG 22-35 and GG 23-19 the City Manager signed Change Order No. 1 to increase the amount of the Service Contract to \$148,999; and

WHEREAS, in preparation and planning of the upcoming projects for other CIP's that will require the infrastructure that the CIP GG 22-03 will implement, staff has prepared Contract Change Order No. 2 to increase the Contract amount to a total Contract amount of \$223,999.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby ratify the original Service Contract and Contract Change Order No. 1 and approve Contract Change Order No. 2 to increase the Service Contract amount to \$223,999.

The foregoing resolution was passed and adopted this 11th day of December 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Attachment B



Office of the City Manager

390 Towne Centre Drive, Lathrop, CA 95330
Phone (209) 941-7220 – Fax (209) 941-7229
www.ci.lathrop.ca.us

August 10, 2023

Hardwire Communications
George Lowe, General Manager
5037 College Oak Drive #G
Sacramento, CA 95841

RE: Notice of Extension of the Service Contract Between the City of Lathrop and Hardwire Communications

Dear Mr. Lowe:

The Service Contract dated September 30, 2022, between the City of Lathrop and Howell Multimedia, LLC for On-Call Audio, Fiber & Network Cable Support Services has a termination date of August 31, 2023.

Additional time is needed for Hardwire Communications to provide the installation of fiber optic communication wiring services in accordance with the original scope of work. Therefore, the City of Lathrop desires to extend the term of the Service Contract with Hardwire Communications for an additional 10 Months, such that the new termination date would be **June 30, 2024** for the remaining **\$54,501.91** with no change to the original not-to-exceed amount of \$74,000.

If this is agreeable to you, please sign below and return this letter to indicate your concurrence. Should you have any questions or concerns, please contact Tony Fernandes, Information Systems Director at (209) 941-7340.

Thank you,

A handwritten signature in black ink, appearing to read "Stephen J. Salvatore". Below the signature, the word "FOR" is written in capital letters.

Stephen J. Salvatore
City Manager

CC: Teresa Vargas, City Clerk
Project Title

I hereby agree to extend the term of Service Contract dated September 30, 2022 to provide installation of fiber optic communication wiring services, by an additional 10 months such that the new termination date of the Professional Services Agreement is June 30, 2024, with all other terms of this Agreement to remain in effect. This Notice of Extension does not amend the scope of work or fees to the Agreement.

DocuSigned by: <i>George Lowe</i>	7/27/2023
<small>DBAB05A88A84A...</small> George Lowe	Date
Hardwire Communications	

SERVICE CONTRACT BETWEEN THE CITY OF LATHROP AND HARDWIRE COMMUNICATIONS

FIBER OPTIC COMMUNICATION WIRING SERVICES FOR GG22-03

THIS SERVICE CONTRACT (hereinafter "Contract") is made on **September 30, 2022**, by and between the **City of Lathrop**, a municipal corporation of the State of California (hereinafter "City") and **Hardwire Communications**. (hereinafter "Contractor"), whose Taxpayer Identification Number is **26-0816518**.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

SCOPE OF WORK

Contractor agrees to perform the installation of fiber optic communication wiring in accordance with the scope of work and fee proposal provided by the Contractor, attached hereto as Exhibit "A" and incorporated herein by reference. Contractor agrees to diligently perform these services in accordance with the upmost standards of its profession and to City's satisfaction.

CONTRACT PRICE

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done on time and materials basis not to exceed **\$74,000** and not to exceed the rates as set forth in Exhibit "A".

TIME FOR PERFORMANCE

The effective date of this contract is September **30**, 2022, and shall terminate no later than August 31, 2023.

PERMITS; COMPLIANCE WITH LAW

The Contractor shall, at its expense, obtain all necessary permits, licenses, easements, etc., for the construction of the project, give necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

INSPECTION BY CITY

The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely, written approval by the City.

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Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.

NOTICE

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner.

- (a) If the notice is given to the City, by personal delivery thereof to the City's Director of Public Works, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the City's Director of Public Works, postage prepaid and certified;
- (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at the address set forth in the Contractor's Bid postage prepaid and certified; or
- (c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.

CONTRACTOR'S WARRANTY

The City shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly warrants all work and materials to be free of defects whether performed or installed by it or by any subcontractor or supplier in the project which is the subject of this Contract.

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APPRENTICES

- (a) The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. In addition, Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code.
- (b) Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- (c) Knowing violations of Section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100) for each calendar day of non-compliance pursuant to Section 1777.7.

HOURS OF WORK

Eight (8) hours of work in any calendar day shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.

PAYROLL RECORDS

Pursuant to Labor Code section 1776, as amended from time to time, the Contractor and each subcontractor shall keep records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the work.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (a) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

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- (b) A certified copy of all payroll records shall be made available for inspection or furnished upon request, or as required by Labor Code section 1771.7 to the City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that if request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, if as requested, payroll records have been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractors and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) calendar days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor performing work on the Project shall not be marked or obliterated.

The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) calendar days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such ten (10) calendar day period, the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated.

Upon the request of the Division of Labor Standards Enforcement, such penalties shall be withheld from payments due Contractor.

PREVAILING WAGES

- (a) The Contractor is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, section 16000 *et seq.* ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Contract involves an applicable "public works" or "maintenance" project,

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as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/PWD/index.htm>. In the alternative, the City shall provide Contractor with a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site.

Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- (b) The Contractor and each subcontractor shall forfeit as a penalty to the City not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

INSURANCE

On or before beginning any of the services or work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY.

CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONTRACTOR. Said Statutory Workers' Compensation Insurance

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and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONTRACTOR may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

- (b) Commercial General and Automobile Liability Insurance. CONTRACTOR, at CONTRACTOR'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence (\$1,000,000), combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.

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- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Deductibles and Self-Insured Retentions. CONTRACTOR shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of CITY Manager, CONTRACTOR may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONTRACTOR procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (d) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONTRACTOR shall provide written notice to CITY at CONTRACTOR'S earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in coverage.
- (e) In addition to any other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONTRACTOR to stop work under this Agreement or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until

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CONTRACTOR demonstrates compliance with the requirements hereof;

(iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONTRACTOR'S breach.

INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and consultants harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees.

This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.

SEVERABILITY

Nothing contained in the Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract or act, the latter shall prevail and the provision of this Contract which is affected shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of this Contract.

COMPLETE AGREEMENT

This Contract supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party which is not embodied herein or any

**SERVICE CONTRACT - CITY OF LATHROP AND HARDWIRE COMMUNICATIONS
FIBER OPTIC COMMUNICATION WIRING SERVICES**

other agreement, statement, or promise not contained in this Contract shall be valid and binding.

INTERPRETATION

- (a) The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- (b) In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

APPLICABLE LAW

- (a) The parties hereto understand and agree that the terms of this Contract, and its Exhibits, have been negotiated and executed within the State of California and shall be governed by and construed under the laws of the State of California.
- (b) In the event of a dispute concerning the terms of this Contract, the parties hereto expressly agree that the venue for any legal action shall be with the appropriate court in the County of San Joaquin, State of California.

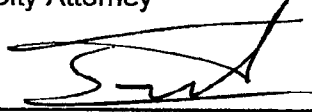
SIGNATURES

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**SERVICE CONTRACT - CITY OF LATHROP AND HARDWIRE COMMUNICATIONS
FIBER OPTIC COMMUNICATION WIRING SERVICES**

Approved as to Form:

City of Lathrop
City Attorney




9-29-2022

Salvador Navarrete

Date

Recommended for Approval

City of Lathrop
Director of Information Systems



9-29-2022

Tony Fernandes

Date

Approved By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330



9-30-22

Stephen J. Salvatore
City Manager

Date

Contractor:

Hardwire Communications
5037 College Oak Drive #G
Sacramento, CA 95841

Fed ID # 26-0816518

Lathrop Business License # 42313

DocuSigned by:



9/28/2022

Signature

Date

George Lowe

General Manager

Print Name / Title



EXHIBIT "A"

PROPOSAL

For

City of Lathrop 390 Towne Centre Dr

Lathrop, CA 95330

Time & Materials Agreement

Scope of Work

Cabling Work

Supply and install Fiber cable, connectors, couplers and fiber panels.

Supply and install Copper cabling (Cat 6, Cat 5e, Coax, speaker and feeders), jacks, faceplates, wire managers, and patch panels.

Supply and install network racks and cabinets.

Supply and install speakers, amps, phones, isolation barriers, and explosion proof speakers.

Warranty

Hardwire Communications warrants the installation and workmanship for a period of one (1) year from project acceptance.

Exclusions and Provisions

- Customer will provide free and clear access through buildings during project
- All work to be completed during normal hours (Mon-Fri 7am-5pm; excluding holidays)
- This proposal does not include providing any end user equipment or programming of any equipment.
- Billable time includes all time worked on site and drive time to/from our office.
- A 2-hour minimum will apply for all services performed.
- Labor is based on prevailing wage rates.
- Hardwire is a CMAS contractor CMAS # 3-17-70-3083B and Certified California Small Business (#49471).

I hereby agree to pay Hardwire Communications per this Time & Materials Agreement at the following rates for fiber and copper cabling services:

<u>Labor:</u>	2 Hour Minimum	
Regular Time (Cabling Work)	\$85.00 per hour	Mon-Fri (7am-5pm)
Over Time (Cabling Work)	\$125.00 per hour	Mon-Fri (after 5pm & Sat)
Double Time (Cabling Work)	\$150.00 per hour	Sunday/Holiday
<u>Drive Time</u>	\$40.00 per hour	Outside 35 miles from Hardwire home office
<u>Travel</u>	\$.505 per mile	Outside 35 miles from Hardwire home office
<u>Materials</u>		
<u>CMAS</u>	CMAS Price list	
<u>Non CMAS</u>	Cost +15%	

*This agreement is valid from September 1,2022 to September 1, 2023.

Prepared by: George Lowe Date: September 1, 2022
 Accepted by: _____ Date: _____

Hardwire Communications
 5057 College Oak Drive #G
 Sacramento CA 95834
 916-568-9866 Office
 CA Lic #901777

Attachment C

CHANGE ORDER NO. 1

Service Contract For Fiber Optic Communication
Wiring Services For CIP GG 22-03

City of Lathrop

CONTRACT CHANGE ORDER NO. 1
Fiber Optic Communication Wiring Services for GG 22-03

Contractor: Hardwire Communications
Address: 5037 College Oak Drive #G
Sacramento, CA 95841
Change Order Date: October 13, 2023
Notice to Proceed Date: September 30, 2022
Contract Execution Date: September 30, 2022

Hardwire Communications currently holds an active California Multiple Award Schedule (CMAS) contract with the California Department of General Services - CMAS Contract No. 3-17-70-3083B. The pricing given by Hardwire Communications for materials and the rates used for services required by this project, equals the price list included in their current CMAS agreement. Pursuant to Lathrop Municipal Code (LMC) 2.36.110 (B) the City is allowed to utilize a competitive bidding process that has already been held by other government agencies and take advantage of the best pricing under government contracts. Therefore, pursuant to LMC 2.36.110 (B) the procurement of fiber optic communication wiring and services from Hardwire Communications for CIP GG 22-03 are exempt from bidding requirements.

This contract change order augments or changes the following:

1) ONE TIME ADDITION TO CONTRACT

Pursuant to the provisions of the original Contract Specifications and the attached Extension Letter as **Exhibit A**, you are hereby directed to make the herein described changes to the contract amount within the terms of the agreement between the **City of Lathrop** and **Hardwire Communications** dated **September 30, 2020**.

I. **CHANGES IN THE SPECIFICATIONS**

NONE.

II. **CHANGES TO CONTRACT**

NO.	DESCRIPTION	QTY	AMOUNT
1	Fiber Installation as it relates to CIP GG 22-03	1	74,999
SUBTOTAL			\$74,999

COST OF CHANGE ORDER NO. 1	\$74,999
TOTAL REVISED ONE-TIME ADDITIONS TO CONTRACT AMOUNT	\$74,999

ORIGINAL ANNUAL CONTRACT AMOUNT	\$74,000
REVISED ANNUAL CONTRACT AMOUNT AFTER CHANGE ORDER NO. 1	\$148,999

(END OF CHANGES)

CHANGE ORDER NO. 1

**Service Contract For Fiber Optic Communication
Wiring Services For CIP GG 22-03**

City of Lathrop

TIME OF COMPLETION

N/A

RELEASE AND WAIVER

Acceptance of this Contract Change Order constitutes a full and final resolution of all pending disputes between City and Contractor regarding scope of work and payment for work. Contractor accepts this Contract Change Order as full payment for all work performed to date and hereafter to be performed, up to and including Contract Change Order No. 1.

Contractor releases and discharges City from any and all claims, demands, damages, actions and causes of actions and causes of action for injuries, damages or losses, whether known or unknown, foreseen or unforeseen, arising directly from Contractor's work on this contract. Contractor expressly waives the provisions of California Civil Code, Section 1542, which reads as follows:

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


(END OF SECTION)

CHANGE ORDER NO. 1

**Service Contract For Fiber Optic Communication
Wiring Services For CIP GG 22-03**

City of Lathrop


Approved As
To Form:



Salvador Navarrete
City Attorney
City of Lathrop

10.10.2023
Date

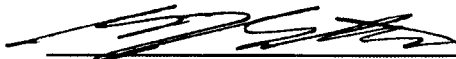
Recommended
By:

DocuSigned by:


Tony Fernandes
Director Information Systems
City of Lathrop

10/10/2023
Date

Approved By:



Stephen J. Salvatore
City Manager
City of Lathrop

10.13.23
Date

Accepted By
Contractor:

DocuSigned by:


George Lowe
Hardwire Communications

10/10/2023
Date

George Lowe General Manager

Print Name and Title

Attachment D

CHANGE ORDER NO. 2

Service Contract For Fiber Optic Communication
Wiring Services For CIP GG 22-03

City of Lathrop

CONTRACT CHANGE ORDER NO. 2 Fiber Optic Communication Wiring Services for GG 22-03

Contractor: Hardwire Communications
Address: 5037 College Oak Drive #G
Sacramento, CA 95841
Change Order Date: December____, 2023
Notice to Proceed Date: September 30, 2022
Contract Execution Date: September 30, 2022

Hardwire Communications currently holds an active California Multiple Award Schedule (CMAS) contract with the California Department of General Services - CMAS Contract No. 3-17-70-3083B. The pricing given by Hardwire Communications for materials and the rates used for services required by this project, equals the price list and labor rates included in their current CMAS agreement. Pursuant to Lathrop Municipal Code (LMC) 2.36.110 (B) the City is allowed to utilize a competitive bidding process that has already been held by other government agencies and take advantage of the best pricing under government contracts. Therefore, pursuant to LMC 2.36.110 (B) the procurement of fiber optic communication wiring and services from Hardwire Communications for CIP GG 22-03 are exempt from bidding requirements.

This contract change order augments or changes the following:

1) ONE TIME ADDITION TO CONTRACT

Pursuant to the provisions of the original Contract Specifications and the attached Extension Letter as **Exhibit A**, you are hereby directed to make the herein described changes to the contract amount within the terms of the agreement between the **City of Lathrop** and **Hardwire Communications** dated **September 30, 2022**.

I. **CHANGES IN THE SPECIFICATIONS**

NONE.

II. **CHANGES TO CONTRACT**

NO.	DESCRIPTION	QTY	AMOUNT
2	Fiber Installation as it relates to CIP GG 22-03	1	75,000
SUBTOTAL			\$75,000

COST OF CHANGE ORDER NO. 1	\$74,999
COST OF CHANGE ORDER NO. 2	\$75,000
TOTAL REVISED ONE-TIME ADDITIONS TO CONTRACT AMOUNT	\$149,999

ORIGINAL ANNUAL CONTRACT AMOUNT	\$74,000
REVISED ANNUAL CONTRACT AMOUNT AFTER CHANGE ORDER NO. 1 AND CHANGE OR	\$223,999

CHANGE ORDER NO. 2

**Service Contract For Fiber Optic Communication
Wiring Services For CIP GG 22-03**

City of Lathrop

(END OF CHANGES)

TIME OF COMPLETION

N/A

RELEASE AND WAIVER

Acceptance of this Contract Change Order constitutes a full and final resolution of all pending disputes between City and Contractor regarding scope of work and payment for work. Contractor accepts this Contract Change Order as full payment for all work performed to date and hereafter to be performed, up to and including Contract Change Order No. 1.

Contractor releases and discharges City from any and all claims, demands, damages, actions and causes of actions and causes of action for injuries, damages or losses, whether known or unknown, foreseen or unforeseen, arising directly from Contractor's work on this contract. Contractor expressly waives the provisions of California Civil Code, Section 1542, which reads as follows:

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

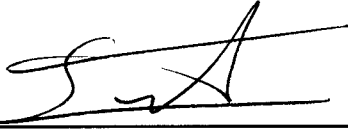
(END OF SECTION)

CHANGE ORDER NO. 2

Service Contract For Fiber Optic Communication
Wiring Services For CIP GG 22-03

City of Lathrop

Approved As
To Form:



Salvador Navarrete
City Attorney
City of Lathrop

12-5-2023

Date

Recommended
By:

Tony Fernandes
Director Information Systems
City of Lathrop

Date

Approved By:

Stephen J. Salvatore
City Manager
City of Lathrop

Date

Resolution No. _____

Accepted By
Contractor:

Hardwire Communications

Date

Print Name and Title