

ITEM 4.8

CITY MANAGER'S REPORT FEBRUARY 12, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE CONTRACT CHANGE ORDER NO. 1 WITH ST. FRANCIS ELECTRIC AND APPROVE BUDGET AMENDMENT FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEMS**

RECOMMENDATION: **Adopt a Resolution to Approve Contract Change Order No. 1 With St. Francis Electric and Approve Budget Amendment for CIP GG 19-07 Citywide Surveillance Systems**

SUMMARY:

Capital Improvement Project (CIP) GG 19-07 Citywide Crime Deterrent Camera Systems is a project in the Council approved CIP Budget for FY23/24 and FY24/25. This project allows for enhanced public safety by giving officers an immediate tool to investigate and solve the crimes they respond to and acts as a deterrent to criminal activity.

The camera system is being installed at intersections throughout the City to aide in deterring criminal activity and providing a follow-up tool for Police Department investigations. Through a competitive bidding process, St. Francis Electric was previously awarded a contract through the Public Works department for installation of the traffic control cameras along with maintenance and repair of the traffic light signals and cameras. This vendor is the only authorized 3rd party with physical access to the network security cabinets and the traffic control cabinets. They also have received exclusive network security access to install the cameras, and facilitating work pertaining to the traffic signals. This vendor is providing the same installation services at the same rate from the previously awarded contract. Originally, an install contract in the amount of \$50,000 was entered into for the installation of the crime deterrent cameras at the same time as the traffic control cameras to cost effectively install each at the same time.

The City continues to expand the crime deterrent camera network and staff is requesting City Council approve contract change order No.1 for an additional \$60,000. This will amend the contract total to \$110,000, for installation and expansion of the crime deterrent camera network. Due to the requests for additional intersections staff is requesting a budget amendment of \$110,000 to cover the install expenses of the contract. By doing so this will free up funds already budgeted in the project for additional future intersections to be added to the network.

APPROVE CONTRACT CHANGE ORDER NO. 1 WITH ST. FRANCIS ELECTRIC AND APPROVE BUDGET AMENDMENT FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEMS**BACKGROUND:**

CIP GG 19-07 Citywide Crime Deterrent Camera System was created April 2019 initially. Since then it has allowed for the installation of crime deterrent cameras at the intersections throughout the city, therefore providing enhanced safety for the public. This system acts as a deterrent to criminal activity and gives police officers an immediate tool to investigate and solve the crimes they respond to.

Originally, an install contract in the amount of \$50,000 was entered into for the installation of the crime deterrent cameras at the same time as the traffic control cameras to cost effectively install each at the same time. Installation of the surveillance cameras at additional intersection locations has been requested and staff projects an additional expense of \$60,000 in installation expenses.

To save on expenses related to installation, staff is coordinating the installation of the surveillance cameras with installation on the traffic signals for CIP PS 23-01 Citywide Traffic Systems & Safety Upgrades. Through a competitive bidding process, St. Francis Electric was previously awarded a contract through the Public Works department for the installation of the traffic control cameras and maintenance and repair of the traffic light signals and cameras and is providing installation of the surveillance cameras at the same rate schedule included in the contract. Installation for CIP GG 19-07 is to be completed on the same traffic lights that work is being completed on for this previously awarded contract. Coordinating the camera installation while installation is ongoing on the same traffic signals will save the City installation costs as the technicians will not have to visit the same locations multiple times. St. Francis is familiar with the City's systems and where the cameras should be placed and is an authorized installer of the cameras, capable of installing the equipment competently. This vendor is used exclusively when performing work on the traffic signals and cameras and is the only authorized vendor with physical access to the network security cabinets and the traffic control cabinets as well as exclusive network security access to install the cameras. Therefore, pursuant to Lathrop Municipal Code (LMC) 2.36.110 this service contract with St. Francis Electric is exempt from bidding because they are the only authorized vendor for work pertaining to the traffic light signals due to security.

The City continues to expand the crime deterrent camera network and staff is requesting City Council approve the contract change order No.1 for an additional \$60,000 to amend the total of the contract to \$110,000 for installation and expansion of the crime deterrent camera network. Due to the requests for additional intersections staff is requesting a budget amendment of \$110,000 to cover the expenses of the install. This will free up already budgeted funds in the project for additional intersections to be added to the network.

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APPROVE CONTRACT CHANGE ORDER NO. 1 WITH ST. FRANCIS ELECTRIC
AND APPROVE BUDGET AMENDMENT FOR CIP GG 19-07 CITYWIDE
SURVEILLANCE SYSTEMS

REASON FOR RECOMMENDATION:

The Camera Surveillance System installed by St. Francis Electrical for CIP GG 19-07 Citywide Surveillance Systems represents an effort to utilize technology to deter crimes, expedite crime solving, and proactively screen activities to enhance crime prevention and public safety.

FISCAL IMPACT:

Due to the addition of new intersections staff is requesting a budget amendment of \$110,000 to cover the expenses of the installation. The budget amendment will free up already budgeted funds in the project for additional intersections to be added to the network. Therefore, staff recommends a budget amendment of \$110,000 from Measure C Fund 1060 to CIP GG 19-07 to cover the cost associated with expanding the citywide crime deterrent camera system.

Staff is requesting Council approve the below budget amendment to increase the budget for CIP GG 19-07.

<u>Increase Transfer Out</u>			
1060-9900-990-9010			\$110,000
 <u>Increase Transfer In</u>			
3010-9900-393-00	GG 19-07		\$110,000
 <u>Increase Appropriation</u>			
3010-8000-430-37-00	GG 19-07		\$110,000

ATTACHMENTS:

- A. A Resolution Approving Contract Change Order No. 1 with St. Francis Electrical and Approving Budget Amendment for CIP GG 19-07 Citywide Surveillance Systems
- B. Service Contract with St. Francis Electric to Install Surveillance Cameras for CIP GG 19-07
- C. Contract Change Order No. 1 with St. Francis Electric for Additional Installation of Surveillance Cameras for CIP GG 19-07

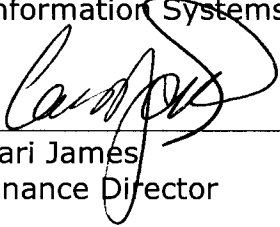
APPROVE CONTRACT CHANGE ORDER NO. 1 WITH ST. FRANCIS ELECTRIC
AND APPROVE BUDGET AMENDMENT FOR CIP GG 19-07 CITYWIDE
SURVEILLANCE SYSTEMS

APPROVALS:



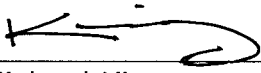
Tony Fernandes
Information Systems Director

2-6-2024
Date



Cari James
Finance Director

2/6/2024
Date



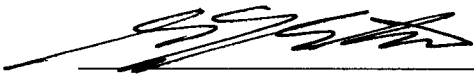
Michael King
Assistant City Manager

2/6/2024
Date



Salvador Navarrete
City Attorney

2.6.2024
Date



Stephen J. Salvatore
City Manager

2/7/24
Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE CONTRACT CHANGE ORDER NO. 1 WITH ST. FRANCIS ELECTRIC AND APPROVE BUDGET AMENDMENT FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEMS

WHEREAS, Capital Improvement Project (CIP) GG 19-07 Citywide Crime Deterrent Camera Systems is a project in the Council approved CIP Budget for FY23/24 and FY24/25; and

WHEREAS, this project allows for enhanced public safety by giving officers an immediate tool to investigate and solve the crimes they respond to and acts as a deterrent to criminal activity; and

WHEREAS, the camera system is being installed at intersections throughout the City to aid in deterring criminal activity and providing a follow-up tool for Police Department investigations; and

WHEREAS, coordinating the camera installation while installation is ongoing on the same traffic signals for the Iteris cameras will save the City installation costs; and

WHEREAS, pursuant to Lathrop Municipal Code (LMC) 2.36.110 this service contract with St. Francis Electric is exempt from bidding because they are the only authorized vendor for work pertaining to the traffic light signals; and

WHEREAS, through their contract, St. Francis is used exclusively when performing work on the traffic signals and is the only authorized vendor with physical access to the network security cabinets and the traffic control cabinets as well as exclusive network security access to install the cameras; and

WHEREAS, the City continues to expand the crime deterrent camera network, and staff is requesting City Council ratify Contract Change Order No.1 for an additional \$60,000 to amend the total of the contract to \$110,000 for installation and expansion of the crime deterrent camera network; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve Contract Change Order No. 1 with St. Francis Electric and approve the budget amendment for CIP GG 19-07 Citywide Surveillance Systems.

The foregoing resolution was passed and adopted this 12th day of February 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

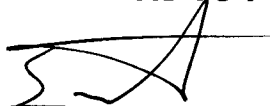
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**SERVICE CONTRACT BETWEEN THE CITY OF LATHROP AND ST. FRANCIS ELECTRIC.
TO INSTALL SURVEILLANCE CAMERAS FOR CIP GG 19-07**

THIS SERVICE CONTRACT (hereinafter "Contract") is made on **November 2, 2023**, by and between the **City of Lathrop**, a municipal corporation of the State of California (hereinafter "City") and **St. Francis Electric**, (hereinafter "Contractor"), whose Taxpayer Identification Number is .47-2615956

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 surveillance cameras for CIP GG 19-07 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 based on time and materials basis not to exceed \$50,000.

TIME FOR PERFORMANCE

The Contractor shall commence work within five (5) working days of the Notice to Proceed, and diligently prosecute the work to completion before June 30, 2024.

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.

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.

**SERVICE CONTRACT WITH ST. FRANCIS ELECTRIC
TO INSTALL SURVEILLANCE CAMERAS FOR CIP GG 19 – 07**

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.

**SERVICE CONTRACT WITH ST. FRANCIS ELECTRIC
TO INSTALL SURVEILLANCE CAMERAS FOR CIP GG 19-07**

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:

**SERVICE CONTRACT WITH ST. FRANCIS ELECTRIC
TO INSTALL SURVEILLANCE CAMERAS FOR CIP GG 19-07**

- (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.
- (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.

**SERVICE CONTRACT WITH ST. FRANCIS ELECTRIC
TO INSTALL SURVEILLANCE CAMERAS FOR CIP GG 19-07**

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, 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.

SERVICE CONTRACT WITH ST. FRANSC ELECTRIC TO INSTALL SURVEILLANCE CAMERAS FOR CIP GG 19-07

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 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 two 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:

**SERVICE CONTRACT WITH ST. FRANISIC ELECTRIC
TO INSTALL SURVEILLANCE CAMERAS FOR CIP GG 19-07**

- (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.
 - (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.

SERVICE CONTRACT WITH ST. FRANSC ELECTRIC TO INSTALL SURVEILLANCE CAMERAS FOR CIP GG 19-07

- (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 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.

**SERVICE CONTRACT WITH ST. FRANSIC ELECTRIC
TO INSTALL SURVEILLANCE CAMERAS FOR CIP GG 19-07**

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 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.

**SERVICE CONTRACT WITH ST. FRANSIC ELECTRIC
TO INSTALL SURVEILLANCE CAMERAS FOR CIP GG 19-07**


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 WITH ST. FRANCIS ELECTRIC TO INSTALL SURVEILLANCE CAMERAS FOR CIP GG 19-07

Approved as to Form:

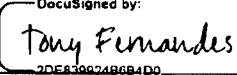
City of Lathrop
City Attorney



Salvador Navarrete 10/26/2023
Date

Recommended for Approval:

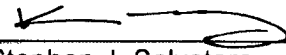
City of Lathrop
Director Information Systems

DocuSigned by:


Tony Fernandes 10/17/2023
Date

Approved By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

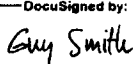


Stephen J. Salvatore 11-2-2023
Date
City Manager

Contractor:

St. Francis Electric
PO Box 2057
San Leandro, CA 94577

Fed ID # 47-2615956
Lathrop Business License # : 41604

DocuSigned by:


Signature 10/17/2023
Date

Guy Smith Vice President

Print Name and Title

COST PROPOSAL SCHEDULE "B" – UNSCHEDULED/EMERGENCY WORK ("EXTRA WORK")

The position titles and descriptions listed hereon may not accurately reflect the position titles and descriptions of employees of your firm. For those positions that are not employed by your firm, cross out and mark as "N/A" to indicate that the position is not applicable to the services to be provided by your firm.

Title	Description	Hourly Straight Time	Hourly Overtime
Operations Superintendent	All repair work, both field and laboratory, subject to his approval and direction	\$ 100.00	\$ 165.00
Traffic Signal Technician – Field	Primary duties are to field troubleshoot and repair wiring, cabinet wiring, controllers, and perform routine duties of Preventive maintenance.	\$ 85.00	\$ 150.00
Traffic Signal Technician – Laboratory	Performs complete repair and maintenance of all controllers, detectors, and associated device that are brought from the field for repairs.	\$ 85.00	\$ 150.00
Street Light Technician – Field	Primary duties are to field troubleshoot and repair wiring, and perform routine duties of Preventive maintenance.	\$ 85.00	\$ 150.00
Traffic Signal/Street Light Laborer	Primary duties are to assist the signalman and crew in knockdown repairs and modifications as directed.	\$ 75.00	\$ 105.00

CHANGE ORDER NO. 1

Attachment C

Service Contract For Surveillance Camera
Installation Services for CIP GG 19-07

City of Lathrop

CONTRACT CHANGE ORDER NO. 1
Surveillance Camera Installation Services for CIP GG 19-07

Contractor: St. Francis Electric
Address: PO Box 2057
San Leandro, CA, 94577
Change Order Date: February _____, 2024
Notice to Proceed Date: November 2, 2023
Contract Execution Date: November 2, 2023

Through a competitive bidding process, St. Francis Electric was previously awarded a contract through the Public Works department for maintenance and repair of the traffic light signals. ISD is requiring work to be completed on the same traffic lights that work is being completed on for this previously awarded contract. Coordinating the camera installation while work is being ongoing on the same traffic signals will save the City installation costs. St. Francis is familiar with the City's systems and where the cameras should be placed and is an authorized installer of the cameras, capable of installing the equipment competently. This Vendor is used exclusively when performing work on the traffic lights as the vendor who was awarded the associated contract through the competitive bidding process and as the vendor with exclusive network security access along with exclusive physical access to the traffic control and network system control boxes. Therefore, pursuant to Lathrop Municipal Code (LMC) 2.36.110 this service contract with St. Francis Electric is exempt from bidding because they are a sole source for work pertaining to the traffic light signals.

This contract change order augments or changes the following:

1) ONE TIME ADDITION TO CONTRACT

Pursuant to the provisions of the original Contract Specifications 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 **St. Francis Electric** dated **November 2, 2023**

I. **CHANGES IN THE SPECIFICATIONS**

NONE.

II. **CHANGES TO CONTRACT**

NO.	DESCRIPTION	QTY	AMOUNT
1	Surveillance Camera Installation for CIP GG 19-07	1	\$60,000
SUBTOTAL			\$60,000

COST OF CHANGE ORDER NO. 1	\$60,000
TOTAL REVISED ONE-TIME ADDITIONS TO CONTRACT AMOUNT	\$60,000

ORIGINAL ANNUAL CONTRACT AMOUNT	\$50,000
REVISED ANNUAL CONTRACT AMOUNT AFTER CHANGE ORDER NO. 1	\$110,000

CHANGE ORDER NO. 1

**Service Contract For Surveillance Camera
Installation Services for CIP GG 19-07**

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.

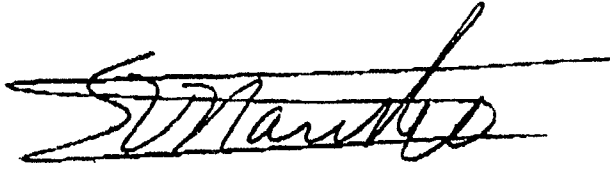
(END OF SECTION)

CHANGE ORDER NO. 1

Service Contract For Surveillance Camera
Installation Services for CIP GG 19-07

City of Lathrop

Approved As
To Form:



Salvador Navarrete
City Attorney
City of Lathrop

11/3/2024

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:

St. Francis Electric

Date

Print Name and Title

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