

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 13
Date: April 14, 2010

TO: Honorable Mayor and Members of the City Council

FROM: Joyce Masterson, Assistant to the City Manager/Project Manager

SUBJECT: RELOCATION OF 800 MHz RADIO COMMUNICATIONS TO THE POLICE AND FIRE HEADQUARTERS

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2010-59 authorizing the Mayor and City Clerk to execute an agreement with Day Wireless Systems in the amount of \$140,910.88 to relocate the 800 MHz radio equipment from the existing police station to the new Police and Fire Headquarters at 1163 N. Centre City Parkway, as well as installing new and updated equipment to support the expanded and latest technology necessary for police and fire radio positions.

FISCAL ANALYSIS:

The cost for the work is \$140,910.88 and will be paid with Prop P bond funds.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Infrastructure and Public Facilities element of the 2009-2010 Council Action Plan.

PREVIOUS ACTION:

None.

BACKGROUND:

The work consists of relocating the 800 MHz radio equipment from the existing police station to the new Police and Fire Headquarters, as well as installing new and updated equipment to support the expanded and latest technology necessary for police and fire radio positions. This work includes infrastructure and connectivity for the new radio communications, tower, twelve radio positions, connectivity to the radio support and equipment room, and the new computer-aided dispatch and emergency telephone support room. A complete listing of the work and cost is attached to Resolution No. 2010-59.

Relocation of 800 MHz Radio Communications

April 14, 2010

Page 2

The City of Escondido's 800 MHz radio equipment allows Escondido public safety personnel to interface with the San Diego - Imperial County Regional Communications System (RCS). The RCS provides public safety personnel with the ability to seamlessly communicate with their own departments, as well as more than 200 local, state, and federal agencies in San Diego and Imperial counties. The San Diego County Sheriff's Department's Wireless Services Division oversees the operation and maintenance of the Regional Communications System (RCS).

Day Wireless Systems works hand in hand with the Sheriff's Department's Wireless Services Division and also installed the City of Escondido's 800 MHz radio equipment several years ago. They continue to provide maintenance on various components of our radio equipment. Based on their unique knowledge of our equipment, their crucial role in the Regional Communication System and the need for the equipment to work immediately and efficiently after being relocated, it is requested that Day Wireless be granted sole-source status.

Respectfully submitted,

A handwritten signature in cursive script that reads "Joyce Masterson".

Joyce Masterson
Assistant to the City Manager

RESOLUTION NO. 2010-59

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE, ON BEHALF OF THE CITY, A
PUBLIC SERVICES AGREEMENT WITH DAY
WIRELESS SYSTEMS FOR THE RELOCATION
OF THE 800MHZ RADIO EQUIPMENT TO THE
NEW POLICE AND FIRE HEADQUARTERS

WHEREAS, the City of Escondido's 800 MHz radio equipment allows Escondido public safety personnel to interface with the San Diego - Imperial County Regional Communications System ("RCS"); and

WHEREAS, the RCS allows public safety personnel to have seamless communication within their own agencies, as well as more than 200 local, state, and federal agencies in San Diego and Imperial counties; and

WHEREAS, Day Wireless Systems works hand in hand with the San Diego County Sheriff's Department's Wireless Services Division which oversees the operation and maintenance of the Regional Communications System; and

WHEREAS, Day Wireless Systems installed the City of Escondido's 800 MHz radio equipment several years ago and they continue to provide maintenance on various components of the radio equipment; and

WHEREAS, based on their unique knowledge of the equipment, their crucial role in the Regional Communication System and the need for the equipment to work immediately and efficiently after being relocated, the Assistant to the City Manager recommends that Day Wireless Systems be granted sole-source status; and

WHEREAS, the Assistant to the City Manager further recommends entering into a Public Services Agreement ("Agreement") with Day Wireless Systems for the

relocation of the 800 MHz radio equipment from the existing police station to the new Police and Fire Headquarters, as well as installing new and updated equipment to support the expanded and latest technology needed for the police and fire radio positions; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Assistant to the City Manager.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, an Agreement with Day Wireless Systems of San Diego for the relocation of the 800 MHz radio equipment from the existing police station to the new Police and Fire Headquarters, as well as installing new and updated equipment to support the expanded and latest technology needed for the police and fire radio positions. A copy of the Agreement is attached as Exhibit "A" to this resolution and is incorporated by this reference.



CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

This Agreement is made this _____ day of _____, 2010.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Joyce Masterson
760-839-4621
("CITY")

And: Day Wireless Systems
8300 Juniper Creek Lane, Suite 100
San Diego, CA 92126
Attn: Joe Carillo
858-537-0709
("CONTRACTOR")

WHEREAS, the CITY and CONTRACTOR desire to enter into this Agreement for the performance of services;

NOW, THEREFORE, it is mutually agreed as follows:

1. Description of Services. CONTRACTOR will furnish all of the services described in "Attachment A," which is attached and incorporated by this reference. CONTRACTOR agrees to diligently perform such services to their completion, with professional quality and technical accuracy.
2. Compensation. The CITY will pay and CONTRACTOR will accept in full payment for the above work, the sum of \$140,910.88. Any breach of this Agreement will relieve CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after CITY provides notice and a reasonable time to correct it.
3. Term and Time of Performance. CONTRACTOR must start working within one (1) week from City's notice to begin. CONTRACTOR must diligently perform and complete the work by May 24, 2010. Extension of terms or time of performance may be made only upon the City's written consent.
4. Scope of Compensation. CONTRACTOR will be responsible for performance of the tasks specified in the Description of Services in "Attachment A." No compensation will be provided for any other tasks without specific prior written consent from the CITY.

5. Performance. CONTRACTOR must faithfully perform in a proficient manner, to the satisfaction of the CITY, all the work or services described in the Description of Services, above.
6. City Property. All original documents, drawings, electronic media, and other material prepared by CONTRACTOR under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONTRACTOR for any other purpose without prior written consent of the CITY.

7. Insurance Requirements.

- a. The CONTRACTOR shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
- (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 7(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
- b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONTRACTOR acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of CONTRACTOR. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONTRACTOR _____

Waiver appropriate by CITY _____

- c. Each insurance policy required above must be acceptable to the City Attorney.
- (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85

edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.

- (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONTRACTOR's work, including its on-going operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
 - d. In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
8. Indemnification. CONTRACTOR (which in this paragraph 8 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- a. Any claim of liability arising out of the negligence or any acts or omissions of CONTRACTOR in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONTRACTOR may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONTRACTOR.

Stormwater Indemnification. CONTRACTOR shall further indemnify, defend, and hold harmless CITY and its officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceeds, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2007-0001), as amended or renewed, of the California Regional Water Quality Control Board Region 9, San Diego, which CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.

9. Anti-Assignment Clause. Since the CITY has relied on the particular skills of CONTRACTOR in entering this Agreement, CONTRACTOR may not assign, delegate, or sublet any duty or right under this Agreement, or any portion of the Description of Services. Any such purported assignment, delegation, or subletting will void this entire Agreement, unless the CITY has previously approved such action in writing.
10. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
11. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship is created by the execution of this Agreement.

12. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
13. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived because any other provision has been waived by CITY, in whole or in part.
14. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
15. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
16. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
17. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
18. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party.
19. Business License. The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.
20. Compliance with Applicable Laws, Permits and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. This shall include, but not limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all licenses, permits, and authorizations necessary to perform the services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to Section 1770 et seq. of the Labor Code, CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable State and Federal Law, will be paid in the carrying out of this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the 'General Prevailing Wage Rates' approved by the Department of Industrial Relations as of the date of the execution of this Agreement. Said rates and scales are herein referred to and adopted in this Agreement as though fully and completely set forth herein, and said

scale as adopted by the Department is made a part of this Agreement by reference. Copies of the prevailing rate of per diem wages are available on the Intranet at (<http://www.dir.ca.gov/DLSR>). Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

22. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONTRACTOR affirms that as a licensed Contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONTRACTOR agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Lori Holt Pfeiler
Mayor

Date: _____

Marsha Whalen
City Clerk

Day Wireless Systems
8300 Juniper Creek Lane, Suite 100
San Diego, CA 92126

Date: _____

(Contractor signature)

Title

(The above signature must be notarized)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

Resolution No. 2010-59
EXHIBIT A

EXHIBIT _____
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Quote No. 28087-B

DAY Wireless Systems

8300 Juniper Creek, Suite 100
San Diego, CA 92128
0 858-537-0709 | 858-537-0670

QUOTATION

29087-B

29087-B

Employee		Lastname	
Name	Arvids, Marika	First Contact	
Position		Quote Issued	8/24/2009
Project	Marlow	Accept/Reject	
Department	Service		
Emp #	2810		
Region	San Diego		
Manager	Joe Durbin		

Product/Service Name	W.O. #/W. DISHES	Qty/Min. Days	Price	TOTAL
Escondido Police				
Install Channel Bank for connection to County CESB via T1 line.		6	\$620.00	\$6,520.00
Rearrorture (4) Godt Ets OPRs for remote operations through Channel Bank to County CESB.		4	\$620.00	\$3,680.00
Remove and relocate existing CBEB from old PD to new PD building.		4	\$620.00	\$3,680.00
Re-wire (7) OP positions from CBEB room to dispatch room in new PD building. (To include all CIE, LAN, and necessary ground cables.)		8	\$620.00	\$7,360.00
Remove and relocate (3) Godt Ets OPRs from old PD to new PD building & connect to CBEB.		4	\$620.00	\$3,680.00
Remove and relocate Microwave feeds from old PD to new PD building.		4	\$620.00	\$3,680.00
Run 25 pair cables from room 601 to room 53E.		1	\$620.00	\$1,940.00
Install Cable Tray in room 601		2	\$620.00	
Remove and relocate (4) OP positions at new PD building.		4	\$620.00	\$3,200.00
Remove and relocate (4) OP positions at old PD from old PD to new PD building. Rearrorture		4	\$620.00	\$3,680.00
11) (4) Godt Ets OPRs from outside CBEB to total CBEB and connect to total CBEB. Power up		4	\$620.00	\$3,680.00
Run (13) Helix cables and install (11) antennas for Control Stations and (2) VHF radios.		10	\$620.00	\$3,200.00
Run (13) Helix cables.		4	\$620.00	\$3,680.00
Install (11) Control Stations and (2) VHF radios.		0.5	\$620.00	\$460.00
Run and connect (2) Helix cables and install (2) antennas for Control Stations in EOC room.		4	\$620.00	\$3,680.00
Project Management		25	\$1,124.00	\$22,780.00
Optimization		2	\$6,520.00	\$6,520.00
System Sign off		1	\$1,940.00	\$1,940.00
Consultation		1	\$3,610.00	\$3,610.00

	Parts			
208691	Pressure Switch	1	\$2,200.00	\$2,200.00
S2000	Multifactor WAN Router	1	\$3,100.00	\$3,100.00
S2000	Fiberwan Daughter Board	1	\$900.00	\$900.00
PB1000	Premisys MACS 800 Osmatic with installation id, steel chassis & net loading,	1	\$660.50	\$660.50
9001	Premisys AC Power supply, 120V/9A VAC.	1	\$402.50	\$402.50
90000	Premisys CPU Card, XCON Interface Card, Redundant capacity, up to 8 T1/E1.	1	\$2,300.00	\$2,300.00
90030	Premisys CPU Interface Cards, Host version 3.0.3	1	\$267.50	\$267.50
90020	Premisys Performance Card, 4 T1/E1 ports, 2x00 BPS Modem, 128K NVRAM	1	\$1,214.40	\$1,214.40
90005	Premisys WAN Card, Dual T1/E1	1	\$677.50	\$677.50
B1130	Premisys SBU Card, 10 port, RS-232C/V.24 Sync/Asyn Operation.	1	\$1,360.00	\$1,360.00
E2120	Premisys ELMUO Card, 8 port, 4 wire.	1	\$833.75	\$833.75
D11500	Premisys ELMUO Card, 8 port, 4 wire.	2	\$570.06	\$1,140.12
D11500	- 4 Wire Interface (Microcon)	2	\$408.00	\$816.00
D11500	- 4 Wire Interface (Microcon)	2	\$408.00	\$816.00
2002ZT7Y16 -	RMS Master Converter	1	\$67.00	\$67.00
9005	Premisys DC Power Converter	1	\$420.00	\$420.00
POLIS-B600-H-CM-A	A 125'-000' HMC POLYPHASES	15	\$64.27	\$964.05
ANCFE800	805-885 AMZ 305 FIBERGLASS ANTENNA#	13	\$65.54	\$852.02
ANDTFE800BA	1/2" PLAIN RATED TRANSMISSION LINE	900	\$3.12	\$1,116.00
ANDD-F504	1/2" HARDLINE	600	\$2.60	\$1,560.00
1/2"	Hardline connectors	60	\$23.50	\$1,410.00
25 Pair Plenum Patch Cable		15	\$720.00	\$720.00
ANDDS2172	LINX GROUND KIT FOR 1/2", 5/8 7/8 CABLE	1	\$19.62	\$19.62
GB-04T1/CN	- Blauher	1	\$67.15	\$67.15
GB-04T1/CN	- 82 Isolated ground wire	1000	\$6.60	\$6,600.00
ASTRANDERGREEN	- Isolated ground wire	2000	\$6.60	\$13,200.00
LOBKIT - 1"	Wide Ground Bar (for all OP)	7	\$67.15	\$470.05
PD46	- 100 to 100 clamps	15	\$120.00	\$1,800.00
PD46	- single sockets	4	\$62.25	\$250.00
VACQ-27C26	- 46 ground clip	200	\$1.60	\$320.00
VACQ-27C26	- 46 ground clip	100	\$2.04	\$204.00
Other hardware examples, cable trays/cables, end wrench, etc....		1	\$2,000.00	\$2,000.00

Customer	
Customer Name	John Hanch
Address	100 W. Grand Ave.
City	Escondido
Zip	
Phone	
Company	Escondido Police
State	CA
Email	
Fax	

2012年11月

11
Estimate of Customer

□ New Customer

Prospective Customers

Question Good for 90 Days Only

Notes _____

Work to be performed during normal working hours
any changes will require a change of order

Day Wireless Systems
8300 Juniper Creek Lane, Suite 100
San Diego, CA 92126



Proposal

Customer:	Escondido PD	Date:	2/10/2010
Contact:	John Houchin	Prepared By:	Amador Macias
Address:	700 W Grand Ave. Escondido CA	Quotation No:	36960-CO
City/State/Zip			
Phone/Fax:	(760) 839-4898		

Item	Quantity	Description	Unit Cost	Extended
1	150	1/2" PLENUM RATED TRANSMISSION LINE	\$ 3.12	\$ 468.00
2	8	1/2" Hardline connectors	\$ 23.50	\$ 188.00
3	2	POLIS-850LN-C2- MA 125-1000 MHZ POLYPHASERS	\$ 75.00	\$ 150.00
4	2	UNIV GROUND KIT FOR 1/2" CABLE	\$ 19.62	\$ 39.24
5	2	Dual Band Ham Radio Antennas	\$ 208.00	\$ 416.00
6	1	Misc. Hardware	\$ 50.00	\$ 50.00
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25	1	Labor	\$ 1,840.00	\$ 1,840.00
26				
27				
28				
Labor Quoted is for work performed during normal business hours: M-F, 8AM to 5PM			Parts	\$1,311.24
			Shipping	\$28.22
			Labor	\$1,840.00
			Tax	\$114.73
			Total	\$3,292.20

Scope of Work

Install 2 dual Band Ham Radio antennas on roof of PD building and run cables to EOC room.

Thank you for the opportunity to provide you with this information. Please refer to the above quotation number when contracting for this work. Please contact me if I may be of further assistance. This quotation is good for 60 days.

Day Wireless Systems
 8300 Juniper Creek Lane, Suite 100
 San Diego, CA 92126



Proposal

Customer: Escondido PD	Date: 3/10/2010
Contact: John Houchin	Prepared By: Amador Macias
Address: 700 W Grand Ave. Escondido CA	Quotation No: 36980-CO#2
City/State/Zip	
Phone/Fax: (760) 839-4898	

Item	Quantity	Description	Unit Cost	Extended
1	1	16 I/O Board	\$ 1,495.00	\$ 1,495.00
2	1	25 Pair, 50' Plenum Rated Cable	\$ 250.00	\$ 250.00
3	1	Punch Block	\$ 217.00	\$ 217.00
4	1	Misc. Hardware	\$ 50.00	\$ 50.00
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27	1	Labor to install 16 I/O board.	\$ 920.00	\$ 920.00
28				
Labor Quoted is for work performed during normal business hours: M-F, 8AM to 5PM			Parts	\$2,012.00
			Shipping	\$40.24
			Labor	\$920.00
			Tax	\$176.05
			Total	\$3,148.29

Scope of Work

Labor to install 16 I/O board, cable and punch block. Labor to interface alarms or switches to 16 I/O board.

Thank you for the opportunity to provide you with this information. Please refer to the above quotation number when contracting for this work. Please contact me if I may be of further assistance. This quotation is good for 90 days.