



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Approving Three-Year Contract with LaRue Communications, Inc., of Stockton, for City of Lodi Transit 800 MHz Radio Transmission Service (\$6,120 Annually)

MEETING DATE: July 7, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution approving a three-year contract with LaRue Communications, Inc., of Stockton, for the City of Lodi Transit 800 MHz radio transmission service (\$6,120 annually).

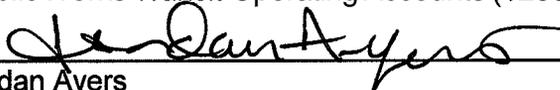
BACKGROUND INFORMATION: The City of Lodi Transit has an 800 MHz two-way radio communication system used in the day-to-day operations of the GrapeLine Fixed Route/Dial-A-Ride, and VineLine ADA paratransit operations. The City's Transit operations contract with MV Transportation, Inc., stipulates that the City provide the radio communication equipment. LaRue Communications has provided maintenance and service for the City of Lodi Transit radio system since 2007.

City staff contacted three communication companies, LaRue Communications, Crystal Communications and Delta Wireless & Network Solutions. Crystal Communications and Delta Wireless & Network Solutions are unable to service 800 MHz radio systems. LaRue has agreed to honor the prices from the original contract dated June 30, 2007, at no increase in cost. The current radio inventory includes a total of 34 units (30 mounted, 2 base stations and 2 handheld units). The monthly fee for repeater use is \$340 and the monthly fee for the radio maintenance contract is \$170, for an approximate annual cost of \$6,120. The contract has the option to extend for two one-year periods without a rate increase.

LaRue Communications	
Annual access cost based on 34 units at \$10 each per month (34 X \$10 X 12)	\$ 4,080
Annual service agreement based on 65 units at \$5 each per month (34 X \$5 X 12)	\$ 2,040
Total	\$ 6,120

FISCAL IMPACT: The annual cost for this service was budgeted in the Transit operating accounts.

FUNDING AVAILABLE: Public Works Transit Operating Accounts (125051 and 125052)

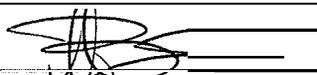


 Jordan Ayers
 Deputy City Manager/Internal Services Director



 F. Wally Sandelin
 Public Works Director

Prepared by Paula Fernandez, Transportation Manager/Senior Traffic Engineer
 FWS/PJF/pmf
 cc: Brenda Kuykendall, MV Transportation General Manager

APPROVED: 

 Konrad Bartlam, Interim City Manager



PO Box 691512 Stockton, Ca. 95269
(209) 463-1900 (209) 463-1981 Fax

The following constitutes a three year service agreement with two one-year extensions between LaRue Communications, a sole proprietor, and the City of Lodi for two-way radio repeater service and maintenance service on portable radios, vehicle radios, and base stations within the Public Works Department, Transportation Division (Grapeline Fixed/ Dial-A-Ride, and Vineline ADA Paratransit Services).

If at any time the City of Lodi determines that service being rendered does not comply with the terms of this service agreement, the City of Lodi shall have the right to terminate the service agreement effective thirty (30) days following the mailing of written notice to LaRue Communications at LaRue Communications usual place of business. Should the City of Lodi terminate this service agreement prior to the end of the agreed three-year term, the City of Lodi agrees to pay the equivalent of one year's cost of service and maintenance for the number of radios on the contract at the time of termination

LaRue Communications will provide repeater service at ten (\$10) dollars per unit without a rate increase for three years and two one-year extensions.

Repeater service will consist of the following items:

1. The service agreement will provide for Channels 1 and 2 from Bear Mountain tower, Channel 3 as a backup from Mount Oso, and Channel 4 from City of Lodi repeater.
 - a. Loss of repeater service shall be corrected within three (3) working days from the notification to LaRue Communications.
2. Any vehicle requiring a new or replacement radio, will be charged at the rate of ninety (\$90) dollars per hour with a maximum cost of one hundred eighty (\$180) dollars per vehicle for labor and material. The cost to remove radios for future use on another transit vehicle is forty (\$40) dollars per unit.
3. LaRue Communications will program all the mobile, portable and base stations with a selective feature according to the City of Lodi's representative. The selective calling feature will activate a flashing amber light on any radio equipped with this feature. If required, selective calling can be modified to sound off an alert tone in addition to the flashing amber light when paged. Should the existing wiring need to be modified, it will be completed at an additional cost of twenty-five (\$25) dollars per unit.

LaRue Communications will provide a maintenance service agreement for every portable, base station, and mobile radio. The maintenance service agreement is as follows:

- a. Service will consist of all required maintenance of radios at no additional cost other than the monthly service fee.
- b. This service agreement does not cover intentional or accidental damage to any radio component. This includes, but is not limited to, antennas and microphones.
- c. Radio service will be performed within one working day of notifications to LaRue Communications.

General Conditions and Federal Clauses

General Conditions

1. Nondiscrimination

In performing services under this Agreement, LaRue Communications shall not discriminate in the employment of its employees or in the engagement of any sub consultant on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

2. ADA Compliance

In performing services under this Agreement, LaRue Communications shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

3. Indemnification and Responsibility for Damage

LaRue Communications to the fullest extent permitted by law, shall indemnify and hold harmless the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of LaRue Communications, any subcontractor employed directly by LaRue Communications, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

4. Insurance Requirements

LaRue Communications shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit A attached hereto and incorporated by this reference.

5. LaRue Communications is Not an Employee of CITY

LaRue Communications agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of the City of Lodi and not an employee of the City of Lodi. The City of Lodi shall not direct the work and means for accomplishment of the services and work to be performed hereunder. The City of Lodi, however, retains the right to require that work performed by LaRue Communications meet specific standards without regard to the manner and means of accomplishment thereof.

6. City Business License Requirement

LaRue Communications acknowledges that Lodi Municipal Code Section 3.01.020 requires LaRue Communications to have a city business license and LaRue Communications agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Federal Clauses

1. Reserved for Fly America Requirements
2. Reserved for Buy America
3. Reserved for Charter Bus Requirements and School Bus Requirements
4. Reserved for Cargo Preference - Use of United States- Flag Vessels
5. Reserved for Seismic Safety
6. Reserved for Energy Conservation
7. Reserved for Clean Water
8. Reserved for Bus Testing
9. Reserved for Pre-Award and Post-Delivery Audit Requirements
10. Reserved for Lobbying Restrictions
11. Access to Records

The following access to records requirements apply to this Contract:

- I. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

11. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
111. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- IV. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- V. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- VI. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.36(i)(11).

VII. FTA does not require the inclusion of these requirements in subcontracts.

12. Federal Changes

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (16) dated October, 2009), between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTORs failure to so comply shall constitute a material breach of this contract.

13. Reserved for Bonding Requirements

14. Reserved for Clean Air

15. Reserved for Recycled Products

16. Reserved for Davis-Bacon and Copeland Anti-Kickback Acts

17. Contract Work Hours and Safety Standards Act

The CONTRACTOR agrees to comply, and assures the compliance of each third party CONTRACTOR and each SUBCONTRACTOR at any tier of the Project, with the following employee protection requirements for contract employees

a) Overtime requirements

No CONTRACTOR or SUBCONTRACTOR contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b) Violation; liability for unpaid wages; liquidated damages

In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any SUBCONTRACTOR responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and SUBCONTRACTOR shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

c) Withholding for unpaid wages and liquidated damages

The CONTRACTOR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or SUBCONTRACTOR under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or SUBCONTRACTOR for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

d) Subcontracts

The CONTRACTOR or SUBCONTRACTOR shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the SUBCONTRACTORS to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any SUBCONTRACTOR or lower tier SUBCONTRACTOR with the clauses set forth in this section.

18. [Reserved]

19. No Government Obligation to Third Parties

I. CITY OF LODI and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to CITY OF LODI , CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

II. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the SUBCONTRACTOR who will be subject to its provisions.

20. Program Fraud and False or Fraudulent Statements or Related Acts.

I. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In

addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

- II. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- III. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the SUBCONTRACTOR who will be subject to the provisions.

21. Termination

Upon written notice, CONTRACTOR agrees that the Federal Government may suspend or terminate all or part of the Federal financial assistance provided herein if CONTRACTOR has violated the terms of the Grant Agreement or Cooperative Agreement, or if the Federal Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of the Grant Agreement or Cooperative Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement. Termination of any Federal financial assistance for the Project will not invalidate obligations properly incurred by CONTRACTOR before the termination date, to the extent those obligations cannot be canceled. If, however, the Federal Government determines that CONTRACTOR has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable and appropriate use of the Project real property, facilities, or equipment, or has failed to comply with the terms of the Grant Agreement or Cooperative Agreement, the Federal Government reserves the right to require CONTRACTOR to refund the entire amount of Federal funds provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement

- I. Termination for Convenience: CITY OF LODI may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination

claim to CITY OF LODI to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to CITY OF LODI, the CONTRACTOR will account for the same, and dispose of it in the manner CITY OF LODI directs.

11. Termination for Default: If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, CITY OF LODI may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by CITY OF LODI that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or beyond the control of the CONTRACTOR, CITY OF LODI, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

111. Termination for Cost-Type Contracts: CITY OF LODI may terminate this contract, or any portion of it, by serving a notice of termination on the CONTRACTOR. The notice shall state whether the termination is for convenience of CITY OF LODI or is for the default of the CONTRACTOR. If the termination is for default, the notice shall state the manner in which the CONTRACTOR has failed to perform the requirements of the contract. The CONTRACTOR shall account for any property in its possession paid for from funds received from CITY OF LODI, or property supplied to the CONTRACTOR by CITY OF LODI. If the termination is for default, CITY OF LODI may fix the fee, if the contract provides for a fee, to be paid the CONTRACTOR in proportion to the value, if any, of the work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY OF LODI and the parties shall negotiate the termination settlement to be paid the CONTRACTOR.

22. Government-wide Debarment and Suspension (Nonprocurement)

The CONTRACTOR agrees to comply, and assures the compliance of each third party CONTRACTOR and SUBCONTRACTOR at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension (Nonprocurement)," within 49 C.F.R. Part 29.

23. Reserved for Privacy Act

24. Civil Rights

The following requirements apply to the underlying contract:

- I. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
11. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal

Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

111. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

- 25. Reserved for Breaches and Disputes
- 26. Reserved for Patent and Rights in Data.
- 27. Reserved for Transit Employee Protective Arrangements.
- 28. Disadvantaged Business Enterprise

The CONTRACTOR agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

- I. The CONTRACTOR agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.
- II. The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The CONTRACTOR agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub-agreements supported with Federal assistance derived from the U.S. DOT. The CONTRACTOR's DBE program, as required by 49 C.F.R. Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. Implementation of this DBE program is a legal obligation, and failure to carry out its terms shall be treated as a violation of the Grant Agreement or Master Agreement. Upon notification *to* the CONTRACTOR of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*

29. Prompt Payment

a. Prompt Progress Payment to Subcontractors

Attention is directed to the provisions in Federal Regulations (49 CFR 26.29) concerning payment to subcontractors. The contractor shall make prompt and regular incremental acceptances of portions, as determined by the CITY OF LODI of the contract work and pay retainage to the prime contractor based on these acceptances.

b. Prompt Payment of Payment of Withheld Funds to Subcontractors

The contractor shall return all monies withheld in retention from all subcontractors within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the CITY OF LODI. Federal Regulation (49 CFR 26.29) requires that any delay or postponement of payment over 30 day may take place only for good cause and with the CITY OF LODI's prior written approval. Any violation of this provision shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code.

This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors

30. Incorporation of FTA 4220.1F Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 42201F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any CITY OF LODI request, which would cause CITY OF LODI to be in violation of the FTA terms and conditions.

31. Reserved for Substance Abuse

WHEN SIGNING THIS AGREEMENT, LARUE COMMUNICATIONS AGREES THAT THE PERIOD FOR THIS SERVICE AGREEMENT IS JULY 1, 2010 THROUGH JUNE 30, 2013 AND THE PROVIDOR AGREES TO SUBMIT MONTHLY BILLINGS NO LATER THAN THE 10th OF EACH MONTH. AT THE SOLE DISCRETION OF THE CITY OF LODI, THE CONTRACT MAY BE RENEWED BY THE CITY FOR TWO ONE YEAR EXTENTIONS.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the day and year first written.

Knox LaRue, Jr.

Dated: _____, 2010

Authorized Signature

Title

TYPE OF ORGANIZATION
Individual, Partnership or Corporation

Address

Telephone

CITY OF LODI
A Municipal Corporation

Konradt Bartlam, Interim City Manager

Date: _____, 2010

Attest:

Randi Johl, City Clerk

Date: _____, 2010

Approved as to Form:

D. Stephen Schwabauer, City Attorney

Date: _____, 2010





5-413 insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|--|--|
| <p>1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
 \$1,000,000 Ea. Occurrence

 \$2,000,000 Aggregate</p> | <p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
 \$1,000,000 Bodily Injury - Ea. Person
 \$1,000,000 Bodily Injury - Ea. Occurrence

 \$1,000,000 Property Damage - Ea. Occurrence</p> |
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NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement
 Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

 (This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
 Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause
 The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement
 This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

5-414 Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

RESOLUTION NO. 2010-106

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THREE-YEAR CONTRACT WITH LA RUE
COMMUNICATIONS, INC., FOR CITY OF LODI
TRANSIT 800 MHZ RADIO TRANSMISSION SERVICE

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WHEREAS, the City of Lodi Transit has an 800 MHz two-way radio system that is used in the day-to-day operations of GrapeLine Fixed Route/Dial-A-Ride and VineLine ADA paratransit transit operations; and

WHEREAS, City staff contacted three communication companies: LaRue Communications, Crystal Communications, and Delta Wireless & Network Solutions. Crystal Communications and Delta Wireless & Network Solutions are unable to provide the service; and

WHEREAS, LaRue Communications, Inc., of Stockton, California, has provided this service since 2007 and has agreed to honor the prices from the original service agreement dated June 30, 2007, at no increase in cost; and

WHEREAS, the current radio inventory has a total of 34 units; the monthly fee for repeater use is \$340 and the monthly fee for the radio service agreement is \$170, for an annual cost of \$6,120.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a three-year contract with LaRue Communications, Inc., of Stockton, California, for the City of Lodi Transit 800 MHz radio transmission service in the amount of \$6,120 annually.

Dated: July 7, 2010

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I hereby certify that Resolution No. 2010-106 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 7, 2010, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Johnson, Mounce, and Mayor Katzakian
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – Hitchcock
- ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk

CITY COUNCIL

PHILKATZAKIAN, Mayor
SUSAN HITCHCOCK,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE L. MOUNCE

CITY OF LODI

PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6706
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KONRADT BARTLAM
Interim City Manager
RANDI JOHL
City Clerk
D. STEVEN SCHWABAUER
City Attorney
F. WALLY SANDELIN
Public Works Director

July 1, 2010

MV Public Transportation, Inc.
Brenda Kuykendall, General Manager
24 S. Sacramento Street
Lodi, CA 95240

SUBJECT: Adopt Resolution Approving Three-Year Contract with
LaRue Communications, Inc., of Stockton, for City of Lodi Transit
800 MHz Radio Transmission Service (\$6,120 Annually)

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, July 7, 2010. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a Council Member requests discussion. The public is given an opportunity to address items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Randi Johl, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Paula Fernandez, Transportation Manager/Senior Traffic Engineer, at (209) 333-6800, extension 2267.



for

F. Wally Sandelin
Public Works Director

FWS/pmf

Enclosure

cc: City Clerk