



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Fixed Network Radio Backhaul Design Studies with RuggedCom, of Concord, Ontario (\$38,300) and Appropriating Funds (\$80,000)  
**MEETING DATE:** August 15, 2012  
**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute professional services agreement for fixed network radio backhaul design studies with RuggedCom, of Concord, Ontario, in the amount of \$38,300 and appropriating funds in the amount of \$80,000.

**BACKGROUND INFORMATION:** On June 1, 2011, City Council approved purchases of software and fixed network engineering design services for the installation of a fixed network that would automatically read the electric and water meters installed or being installed throughout the City. Included in these purchases were data storage devices, receivers, collectors and radio transmitters. The installation of this software and equipment has essentially been completed.

On October 5, 2011, City Council approved the professional services contract with Vertex Business Services Holdings, LLC, of Bend, Oregon, for the design of customer interfaces with the City's Customer Information System. This work has essentially been completed.

Initial testing of the automatic meter reading system has revealed that additional design work is required for the radio backhaul. The design services to be provided by RuggedCom include completion of a site survey of specific environmental conditions (structures, trees, line of sight) at each base station location, preparation of a radio frequency and coverage plan, identification of additional equipment required to implement the design plan, assisting with the on-site commissioning and installation of equipment, completion of a final commissioning plan, and provision of on-site customized training for City staff.

The contract fee is not to exceed \$38,300 and is broken down into engineering services (\$8,900), on-site services (\$17,800), and optional training services (\$14,600). The contract schedule anticipates completion of the work within 80 calendar days of notice to proceed. An appropriation of \$80,000 is requested to cover added costs for staff services associated with delivery of the automatic meter reading system.

**FISCAL IMPACT:** Optimizing the operation of the radio backhaul will result in lower costs for field mitigation associated with poor reads from the radio equipment.

**FUNDING AVAILABLE:** Electric Utility Fund (161000)  
Water Utility Fund (181013)

Jordan Ayers  
Deputy City Manager/Internal Services Director

F. Wally Sandelin  
Public Works Director

FWS/pmf

APPROVED:   
Konradt Bartlam, City Manager

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and RUGGEDCOM (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for design services for fixed network installation (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A,

#### **Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on August 16, 2012 and terminates upon the completion of the Scope of Services or on June 30, 2013, whichever occurs first.

**ARTICLE 3**  
**COMPENSATION**

**Section 3.1 Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

**Section 3.2 Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

**Section 3.3 Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

**Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4**  
II C A IEOU FR S

**Section 4.1 Nondiscrimination**

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

**Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR 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.

**Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, 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 CONTRACTOR, any subcontractor employed directly by CONTRACTOR, 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.

**Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6 Insurance Requirements for CONTRACTOR**

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

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi  
221 West Pine Street  
P.O. Box 3006  
Lodi, CA 95241-1910  
Attn: Wally Sandelin, Public Works Director

To CONTRACTOR: RuggedCom  
300 Applewood Cres.  
Concord, Ontario, Canada L4K 5C7

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

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

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as “Confidential” or “Proprietary”, except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney’s Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney’s fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 14 City Business License Requirement**

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

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 21 Federal Transit Funding Conditions**

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit \_\_\_\_\_ apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

\_\_\_\_\_  
RANDI JOHL  
City Clerk

\_\_\_\_\_  
KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:  
D. STEPHEN SCHWABAUER, City Attorney  
JANICE D. MAGDICH, Deputy City Attorney

CONTRACTOR: RuggedCom

By: \_\_\_\_\_  


By: \_\_\_\_\_  
Name:  
Title:

**Attachments:**  
**Exhibit A - Scope of Services**  
**Exhibit B - Fee Proposal**  
**Exhibit C - Insurance Requirements**

**Funding Source:** 161000, 181013  
(Business Unit & Account No.)

Doc ID:Projects\Water\Meters\FixedNetwork\RuggedCom PSA

CA:rev.01.2012

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300 Applewood Cres.  
 Concord, Ontario, Canada L4K 5C7  
 Tel: +1-905-856-5288: Fax: +1-905-856-1995  
 Toll Free: 1-888-264-0006  
 www.RuggedCom.com

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## Proposed Action Plan for RuggedMAX 3.65 GHz Radio Backhaul Network City of Lodi, CA

The purpose of this document is to outline RuggedCom's recommended action plan for the City of Lodi, RuggedCom, and Itron, to ensure the successful deployment of the RuggedMAX wireless AMI backhaul system.

1. A conference call between RuggedCom, Itron, to clearly define the data requirements of the Itron AMI system to be carried by the RuggedMAX radio backhaul network.

RuggedCom already initiated this action.

The Conference call was held on Monday, July 9, 2012. Participants in the call were:

- RuggedCom – David Brighton, Mike Dalton, Sajed Saeed, James Magolske (Honn Co)
- Itron – Joe Kelly, Nicholas Marinella

The system requirements were discussed and the latest information has been provided to RuggedCom by Itron.

This task is now completed.

2. Undertake a complete site survey of existing and alternative Base Station (BST) locations and Subscriber (CPE / End Point) locations to verify the environmental conditions and test the signal capabilities for the proposed radio deployment. A Site Survey Report will be produced as a result of the field work.

This is a fee based service and could be provided by either RuggedCom Professional Services (see attached Quotation), or a third party contractor.

3. The performance of a complete Radio Frequency (RF) Plan for the proposed RuggedMAX system deployment, including all (existing, proposed, and alternative) Base Station (**EST**) locations and Subscriber (CPE / End Point) locations. This would include a coverage analysis and these deliverables:
  - RF coverage maps
  - A document showing expected Receive Signal Strength Indication (RSSI), modulation, and data rate at the CPE locations
  - Frequency planning to reduce interference

This is a fee based service and could be provided by either RuggedCom Professional Services (see attached quotation), or a third party contractor.

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4. An Overall RuggedMAX System Design which includes definitions of VLAN and IP parameters for each device supplied by RuggedCom. Also included would be the Layer 2 Traffic Flow configuration for the Base Station(s) and the CPE. Complete System Design Documentation will be produced and delivered to the City of Lodi.

This is a fee based service and could be provided by either RuggedCom Professional Services (see attached Quotation), or a third party contractor.

5. Review of RuggedMAX equipment required by the Overall System Design for successful system deployment, including any additional RuggedMAX equipment needed to meet the design plan.

This is a function that RuggedCom will provide at no additional fee.

6. It is expected that the planning and design work will result in additional equipment (RuggedMAX and other non-RuggedCom items) being required to meet the needs of the system.

Any additional equipment required to meet the RF Plan and Design will be the responsibility of the City of Lodi.

7. Deployment of the RuggedMAX system according to the RF Plan and Design. This would encompass the deployment of the RuggedMAX hardware, including any changes to the existing equipment on the system (i.e. BST or CPE locations), the addition of new RuggedMAX equipment, and any required changes to the supporting infrastructure (poles, arms, guy wires, network components, iron devices, etc.) to support the successful deployment of the system to ensure the optimal operation of the RuggedMAX backhaul network.

This is work that could be provided by either the City of Lodi, or a third party contractor.

8. Provide On-Site Commissioning and Installation Assistance. The scope of this work includes:
  - Ensuring the proper installation of the RuggedMAX equipment
  - Commission and tune the configuration for the RuggedMAX devices for optimization of the system to achieve maximum results
  - Perform connectivity testing of the RuggedMAX products and record all results

This is a fee based service and could be provided by either RuggedCom Professional Services (see attached Quotation), or a third party contractor.

9. Provide a Final Commissioning Report which includes:
  - Final, as-built system design drawings



300 Applewood Cres.  
Concord, Ontario, Canada L4K 5C7  
Tel: +1-905-856-5288; Fax: +1-905-856-1995  
Toll Free: 1-888-264-0006  
[www.RuggedCom.com](http://www.RuggedCom.com)

- Final system performance results

This is a fee based service and could be provided by either RuggedCom Professional Services (see attached Quotation), or a third party contractor.

10. Provide RuggedMAX On-Site Customized Training for the **City** of Lodi which includes:

- 3 days of on-site training for up to 6 participants
- All training materials for up to 6 participants
- All training material shipping costs and the RuggedMAX instructor's travel costs plus daily expenses.

This is a fee based service and will be provided by Ruggedcorn Professional Services (see attached quotation).

The City of Lodi is to provide the training facility including whiteboard, flip charts, and projector.

These are the action steps that RuggedCom feels are necessary to ensure the successful deployment and use of the RuggedMAX 3.65 GHz radio network that the City of Lodi has purchased for their AMI backhaul network.

It should be understood that if Ruggedcorn is chosen as the provider of these proposed services, and our recommendations are followed, then we are fully responsible for the performance of the RuggedMAX system; otherwise, we are not able to guarantee the overall performance of the system.

I look forward to our August 1<sup>st</sup> meeting to discuss our plans further.

Respectfully Submitted,

**David Brighton**

Senior Regional Sales **Manager**

Western **US** Utilities

Ruggedcorn, Inc.

Office: 623-533-6398

Mobile: 602-300-3828

EFax: 623-321-1008

[davidbrshton@ruacredcom.com](mailto:davidbrshton@ruacredcom.com)



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## **RUGGEDCOM SERVICES & SUPPORT QUOTATION**

**Re: City of Lodi  
Doc: Full Services Scope**

**Regional Sales Director: David Brighton**  
- Rev. 0 - Dated: July 06, 2012-

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The Purchase Order (PO) document can be sent:

By Fax: "+1-905-482-2168

By Email: "RuggedOrders@ruggedcom.com" (as an attachment)

Please CC your Regional Sales Manager

If you have questions or problems sending your PO, please contact your regional Sales Manager  
or call +1-905-482-9906 ext 1900

**RuggedCom Inc.**  
300 Applewood Cres. (unit1), Concord, Ontario, L4K5C7, Canada Tel: (905) 482-9906 Fax: (905) 482-2156  
Technical Support: 1-866-922-7975/ 1-954-922-7975

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**1.0 Services Quote**

The quote is based on the following outlined. Anything extending beyond the scope will be quoted as additional at time of request and the quote will be revised accordingly.

<b>IMPLEMENTATION OF A BROADBAND WIRELESS ACCESS SYSTEM - CITY OF LODI SERVICES PRICES</b>					
Function	Part #	Description	Unit Price	QTY	Extended Price
<b>INCLUDES POTENTIALLY 2 BASE STATION SITES - AND 4 CPEs</b>					
<b>ENGINEERING SERVICES</b>					
Network Consulting	SRV-CONSULTING	<p><b>Overall System Design</b>            The scope includes definition of VLAN and IP parameters for each device supplied by RuggedCom. The Scope will include:</p> <ul style="list-style-type: none"> <li>• Layer 2 Traffic flows configuration for the Base Station and the CPEs.</li> </ul> <p><b>Assumptions:</b></p> <ul style="list-style-type: none"> <li>• Client in the City of Lodi need to supply an IP plan RuggedCom can use in the design.</li> <li>• RuggedCom will provide a softcopy of the design documents.</li> </ul>	\$4,000.00	1	\$4,000.00
RF Planning	SRV-RF PLANNING-WIMAX	<p><b>Radio Frequency Planning</b>            The scope will include RF planning Coverage analysis; the analysis will produce the following deliverables:</p> <ul style="list-style-type: none"> <li>• Coverage Maps.</li> <li>• A document showing expected Received Signal Strength, modulation, and data rate at the CPE locations.</li> <li>• Frequency planning to reduce interferences.</li> </ul> <p><b>RF Planning Assumptions</b></p> <ul style="list-style-type: none"> <li>• The RF Planning will be performed after a comprehensive site visit is performed and quoted in the On-Site Services Section.</li> <li>• CityScapes HD - 15 meters Geodata with Clutter Heights included are included.</li> </ul>	\$4,900.00	1	\$4,900.00
<b>ENGINEERING SERVICES SUB-TOTAL</b>					<b>\$8,900.00</b>
<b>ON-SITE SERVICES</b>					
Site Survey	SRV-CONSULTING	<p><b>Site Survey</b>            The scope will include a site visit to all the preselected sites for base stations and CPEs. Where a Proper assessment of the Environmental conditions will take place.            A maximum of Two (2) Days on Site has been considered.</p>	\$4,900.00	1	\$4,900.00



**IMPLEMENTATION OF A BROADBAND WIRELESS ACCESS SYSTEM - CITY OF LODI SERVICES PRICES**

Function	Part #	Description	Unit Price		Extended Price
Site Survey Report	SRV-CONSULTING	Site Survey Report	\$1,500.00	1	\$1,500.00
Commissioning	SRV-CONSULTING	<p><b>On-Site Commissioning &amp; Installation Assistance</b>                      The Scope for this work includes:</p> <ul style="list-style-type: none"> <li>• Ensure proper installation of the equipment.</li> <li>• Commission and tune configuration for Ruggedcom supplied hardware.</li> <li>• Perform connectivity testing of the products and record all results.</li> </ul> <p><b>On-Site Commissioning Assumptions</b></p> <ul style="list-style-type: none"> <li>• A Maximum of 3 Days on Site is Considered</li> <li>• All site access, security and safety requirement are by the client or a client representative.</li> <li>• Union workers are not required during the on-site commissioning.</li> </ul>	\$9,400.00	1	\$9,400.00
Final Report	SRV-CONSULTING	<p><b>Final Commissioning Report which includes:</b>                      Adjust the system design drawings and produce final As-built documentation to include the results.</p>	\$2,000.00 \$2,000.00	1	\$2,000.00
<b>ON-SITE SERVICES SUB-TOTAL</b>					\$17,800.00
<b>TRAINING SERVICES</b>					
RuggedMAX™ WIMAX	SRV-TRAIN-CUSTOM-WIMAX	<p><b>One WIMAX Standard Corporate Training Sessions</b> each session is for Six (6) Participants for a period of Three Days. Training includes the supply of all the training material and will be conducted in Lodi, CA, USA.                      Client is provide the training facility including White Board, Flip Charts and projector.                      Price Includes Training Kit Shipping and Travel Expenses of the trainer.</p>	\$11,600.00		\$11,600.00
<b>TRAINING SERVICES SUB-TOTAL</b>					\$11,600.00
<b>CITY OF LODI PROJECT - SERVICES TOTAL</b>					\$38,300.00

**Notes:**

- 1) All Prices are in USD, and valid for 30 days;
- 2) Client is to provide all required permissions to access sites, and mounting structures;
- 3) Client is to supply the **GEODATA "CityScape HD15 Meter Resolution** Required for the RF Planning Specification the price of which is estimated at 900.00 USD; and
- 4) Prices does not take into account any delays caused by any party other than RuggedCom;



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

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.).

**NOTE:** (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

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) Completed Operations Endorsement  
A certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi during construction and for three years after acceptance of project.
- (d) 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.
- (e) 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.

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. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will *any* work begin on a project until the proper insurance certificate is received by the City.



**ARTICLE 4  
MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

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

**Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR 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.

**Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, 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 CONTRACTOR, any subcontractor employed directly by CONTRACTOR, 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. **The**

**indemnity required by this paragraph shall (1) in the case of claims required to be insured by Paragraph 4.6 be limited to the insurance limit requirements set forth in Paragraph 4.6, and (2) in the case of uninsured claims be limited to the compensation amount set forth in Paragraph 3.1**

**Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6 Insurance ~~is~~ for CONTRACTOR**

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

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY ~~except for an assignment to its parent company~~. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi  
221 West Pine Street  
P.O. Box 3006  
Lodi, CA 95241-1910  
Attn: Wally Sandelin, Public Works Director

To CONTRACTOR: RuggedCom  
300 Applewood Cres.  
Concord, Ontario, Canada L4K 5C7

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of

the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

**Either party** may terminate this Agreement, with or without cause, by giving CONTRACTOR/CITY at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

RESOLUTION NO. 2012-133

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES  
AGREEMENT FOR FIXED NETWORK RADIO BACKHAUL  
DESIGN STUDIES AND FURTHER APPROPRIATING FUNDS

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WHEREAS, on June 1, 2011, City Council approved purchases of software and fixed network engineering design services for the installation of a fixed network that would automatically read the electric and water meters installed or being installed throughout the City. The installation of this software and equipment has essentially been completed; and

WHEREAS, on October 5, 2011, City Council approved the professional services contract with Vertex Business Services Holdings, LLC, of Bend, Oregon, for the design of customer interfaces with the City's Customer Information System. This work has essentially been completed; and

WHEREAS, initial testing of the automatic meter reading system has revealed that additional design work is required for the radio backhaul. The design services to be provided include completion of a site survey of specific environmental conditions at each base station location, preparation of a radio frequency and coverage plan, identification of additional equipment required to implement the design plan, assisting with the on-site commissioning and installation of equipment, completion of a final commissioning plan, and provision of on-site customized training for City staff; and

WHEREAS, staff recommends the additional design work be provided by RuggedCom, of Concord, Ontario, and that an appropriation of \$80,000 be made to cover added costs for staff services associated with delivery of the automatic meter reading system.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for Fixed Network Radio Backhaul Design Studies with RuggedCom, of Concord, Ontario, in the amount of \$38,300; and

BE IT FURTHER RESOLVED that funds in the amount of \$80,000 be appropriated from the Electric Utility Fund and the Water Utility Fund.

Dated: August 15, 2012

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I hereby certify that Resolution No. 2012-133 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2012, by the following vote:

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

  
RANDI JOHL  
City Clerk