



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Wireless Microwave Link to White Slough Water Pollution Control Facility with A-1 Wireless, Inc., of Folsom (\$25,914.17)

**MEETING DATE:** May 1, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute professional services agreement for wireless microwave link to White Slough Water Pollution Control Facility with A-1 Wireless, Inc., of Folsom, in the amount of \$25,914.17.

**BACKGROUND INFORMATION:** The Public Works Department currently leases an ATT T1 telephone line which connects White Slough Water Pollution Control Facility (WSWPCF) to the City's network. The line provides the site with voice, data and Internet service. This unshielded copper line is many years old and buried in bare dirt below the roadway. The cable has failed multiple times over the past several years due to its age and exposure to the underground elements.

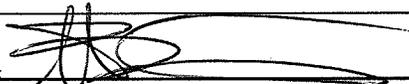
There is some question as to who owns the actual copper wiring between the ATT pedestal and the WSWPCF office, but responsibility for replacing the line would likely fall on the City. The copper T1 line is insufficient to carry voice-over-IP phone traffic. Replacing the line would require labor and materials plus several hundred feet of trenching at an estimated cost of about \$20,000.

There are few suitable alternatives to a T1 line, given WSWPCF's location and distance from communication services. The closest ATT fiber optic line is across I-5 at Highway 12, and bringing it to the WSWPCF office would be prohibitively expensive. Installing a second ATT copper line would also be expensive due to the amount of trenching required.

A third option is a licensed, point-to-point microwave system between downtown Lodi and WSWPCF. This wireless connection would provide up to 366 Mbps of digital throughput, which would be more than sufficient for all of the traffic now struggling to squeeze over the T1 line. The system is line-of-sight from atop the water tower to the roof of the WSWPCF office building, all installed to industry standards and best practices.

In addition to providing sufficient and reliable communications to WSWPCF, the connection will also be large enough to allow the City to transmit and store network data backups on a server at the WSWPCF office. Offsite storage of backup data has been cited as a deficiency in recent audits.

APPROVED:

  
Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Wireless Microwave Link to White Slough Water Pollution Control Facility with A-1 Wireless, Inc., of Folsom (\$25,914.17)  
May 1, 2013  
Page 2

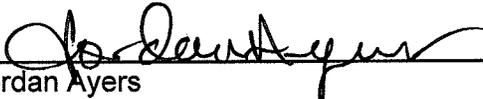
Staff has received three competing bids for the hardware, installation, taxes, and FCC license fees. Only one bidder included extended warranty and annual support costs as part of their bid.

Vendor	Bid
A-1 Wireless, Inc.	\$25,914.17 (includes support, warranty)
Granite Data Solutions	\$25,203.53 (does not include support, warranty)
IT Premier Solutions	\$26,918.43 (does not include support, warranty)

Staff recommends that the City Council award the contract to A-1 Wireless for the purchase, installation, frequency coordination and ongoing maintenance of the proposed wireless bridge. A-1 Wireless is the lowest cost bidder overall, when warranty and service contract costs are included. In addition, A-1 Wireless personnel have many years experience in the wireless industry, hold desirable certifications, and are familiar with the project requirements after making a visit and surveying both sites.

**FISCAL IMPACT:** Installation of a wireless bridge is the most economical means to provide sufficient and reliable communications to WSWPCF.

**FUNDING AVAILABLE:** White Slough Operating Account (170403)

  
\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

FWS/pmf  
cc: Deputy Public Works Director – Utilities  
Wastewater Plant Superintendent

## **AGREEMENT FOR PROFESSIONAL SERVICES**

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

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on April 8, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and A-1 WIRELESS, INC. (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 Provision of a Wireless Microwave Link from the Water Tower at the Corner of Main Street and Locust Street to the White Slough Water Pollution Control Facility, One Year of 24X7X365 Annual Maintenance and Support, and Three-Year Extended Manufacturer Warranty (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 June 1, 2013 and terminates upon the completion of the Scope of Services or on May 31, 2016, 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**  
**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.

**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: F. Wally Sandelin, Public Works Director

To CONTRACTOR:    A-1 Wireless, Inc.  
   150 Boulder Canyon  
   Folsom, CA 95630  
   Mark A. Rodgers, Principal Consultant

**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 4.14 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 4.21 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:A-1 WIRELESS, INC.

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



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

Name:Mark A. Rodgers  
Title:Principal Consultant

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

**Funding Source:**170403  
**(Business Unit & Account No.)**

Doc ID:WP\Projects\PSAs\A1Wireless

CA:rev.01.2012

**A-1 Wireless, Inc. Scope of Work**

A-1 Wireless will install a wireless microwave link from the water tower at the corner of N. Main and Locust to 12751 N. Thronton Rd. Lodi CA 95242. Included in that installation will be power supplies, lightning surge protection, fiber connectivity, A/C surge protection all installed to industry standard applying best practices. The Radios and antennas will be installed in accordance with industry standard best practices in each location as well. All connectors will be weather-proofed, all bolts will be torqued to factory specification.

City of Lodi to provide NEMA or equivalent enclosure at tower site with the following:

4-way, GFI, 120V power outlet

Fiber patch panel or fiber switch connected to city network

120 V Surge Protection

UPS and or Battery Back up

Raceway or conduit from tower base to radio location on water tower for the housing of fiber and innerduct

Conduit from radio site on sewer plant roof to point of egress on building

**A-1 Wireless Pricing**

PRODUCT DESCRIPTION	QTY	LIST	PRICE	TOTAL
Lumina Wireless Bridge – fiber-366Mbps	1	12,118.00	6,720.00	6,720.00
3ft Antenna	2	1,261.00	1,025.00	2,050.00
Lumina Power Supply	2	86.00	70.00	140.00
CFIP/Lumina Surge Protection	2	198.80	162.50	325.00
Lumina DC Surge Protection	2	130.00	118.75	237.50
Multimode Fiber Kit	2	600.00	399.00	798.00
Mounting Hardware	1	450.00	250.00	250.00
Non-Pen Roof Mount 10ft	1	850.00	768.75	768.75
		Sub Total		11,289.25
		Sales Tax	7.750%	874.92
		Product Total		12,164.17
		Services Total		7,500.00
		FCC Licensing		1,500.00
		3 Year Extended Warranty		2,500.00
		24x7x365 Annual Maintenance and Support		2,250.00
			<b>PROJECT TOTAL</b>	<b>\$25,914.17</b>

## **Annual Maintenance and Support - Details**

A-1 Wireless several options for maintenance and support. This service is in addition to any Extended Warranty coverage from manufacturer for equipment failure.

### **Standard Annual Maintenance & Support Includes**

- a. Client will receive eight (8) hours of on-call annual phone support
    - i. On-Call support will include technical phone support during the hours of 7AM to 7PM (7 days a week)
    - ii. Include any necessary site visits for troubleshooting or repair
    - iii. A-1 Wireless will respond by phone within one (1) hour & respond for an onsite visit within six (6) hours as required.
  - b. A-1 Wireless will perform an annual site visit to perform the following
    - i. Test and verify the stability of the wireless link
    - ii. Test RSL's against bench marked standard
    - iii. Test antenna alignment & performance
    - iv. Test cabling for dBm loss, functionality, damage, etc.
    - v. Check weather proofing on all connections
    - vi. Check power, grounding and lightning protection
    - vii. Update radio, camera firmware and Video Surveillance Management Software
    - viii. Verify throughput and system settings
    - ix. Perform Spectrum Analysis for potential interference
    - x. Optimize wireless link for performance
  - c. In the event of an equipment failure A-1 Wireless will provide:
    - i. A replacement radio system of the same model/performance – if the above advanced hardware replacement warranty is purchased.
- OR
- ii. a radio system on loan until the client's radio can be returned under their warranty contract with the manufacturer – if the above hardware replacement warranty is NOT purchased.  
(Up to 45 days / throughput may vary).
- d. A-1 Wireless will handle any necessary RMA process with the manufacturer and will perform all services to un-install the failed system and re-install the replacement system

### **24x7x365 Annual Maintenance & Support Includes**

Same as standard annual support with the following additions:

- i. On-Call support will include technical phone support 24x7x365 (round the clock, 7 days a week)
- ii. Customer will receive 16 hours of on-call annual phone support

### **Manufacturer Extended Warranty - Details**

Extended Warranty Offered by Manufacturer

Extended Warranty Plan includes 24 hr. replacement of hardware in event of failure.

A-1 Wireless includes the services to replace radios in event of a failure.



**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><br/>         \$1,000,000 Ea. Occurrence<br/><br/>         \$2,000,000 Aggregate</p>             | <p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u><br/>         \$1,000,000 Bodily Injury - Ea. Person<br/>         \$1,000,000 Bodily Injury - Ea. Occurrence<br/><br/>         \$1,000,000 Property Damage - Ea. Occurrence</p> |
| <p>3. <u>PROFESSIONAL ERRORS AND OMISSIONS</u><br/>         Not less than \$1,000,000 per Claim. Certificate of Insurance only required.</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) 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.

**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. . A waiver of subrogation is required for workers compensation insurance. 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.

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.

RESOLUTION NO. 2013-70

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENT FOR WIRELESS MICROWAVE LINK TO WHITE SLOUGH WATER POLLUTION CONTROL FACILITY WITH A-1 WIRELESS, INC.

WHEREAS, the Public Works Department currently leases an ATT T1 telephone line, which connects White Slough Water Pollution Control Facility (WSWPCF) to the City's network and provides the site with voice, data, and Internet service. This unshielded copper line is many years old and buried in bare dirt below the roadway. The cable has failed multiple times over the past several years due to its age and exposure to the underground elements; and

WHEREAS, staff recommends replacing the cable with a licensed, point-to-point microwave system between downtown Lodi and WSWPCF, providing up to 366 Mbps of digital throughput, which would be more than sufficient for all of the WSWPCF communications; and

WHEREAS, three competing bids for the hardware, installation, taxes, and FCC license fees were received. Only one bidder included extended warranty and annual support costs as part of their bid:

Vendor	Bid
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WHEREAS, A-1 Wireless, Inc., is the lowest cost bidder overall, when warranty and service contract costs are included, and the company has many years experience in the wireless industry, holds desirable certifications, and are familiar with the project requirements after making a visit and surveying both sites.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for a wireless microwave link to White Slough Water Pollution Control Facility with A-1 Wireless, Inc., of Folsom, California, in the amount of \$25,914.17.

Dated: May 1, 2013

I hereby certify that Resolution No. 2013-70 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Mounce, and Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk