

CITY MANAGER’S REPORT **PAGE 2**
APRIL 10, 2023 CITY COUNCIL REGULAR MEETING
RATIFY THE PURCHASE OF CAMERA SURVEILLANCE SYSTEMS FOR
MAJOR CITY PARKS CIP GG 22-35

Table 1:

Vendor	Description of Component	Cost
Ray’s Radio Industrial Communications Sales, Inc.	Wireless Network Installation & Configurations	\$16,444
Vigilant Solutions, LLC	Automatic License Plate Reader (ALPR)	\$7,754
GHA Technologies	Uninterrupted Power Source (UPS)	\$4,307
Solid Networks Inc.	Network Hardware	\$10,870
Total Cost of Camera Surveillance System Infrastructure (Phase 1)		\$39,375

Tonight, Staff is requesting City Council adopt a resolution to ratify the service contract with ICU Technologies, Inc. for a sum not to exceed \$146,184 and approve additional purchases with various vendors for infrastructure and network communication equipment totaling \$39,375 for a total sum of \$185,559.

BACKGROUND:

On September 13, 2021, City Council approved the creation of Capital Improvement Project (CIP) GG 22-35 for Camera Surveillance Systems for Major City Parks. One year after on September 12, 2022, Council approved Resolution 22-5150 authorizing a budget to cover the cost of a camera surveillance system for the first phase of CIP GG 22-35 Camera Surveillance Systems for Major City Parks. The approved budget for the first phase was \$224,500 with a 10% contingency of \$22,450 for a final budget of \$246,950. The phase included initial three parks listed below.

- Apolinar Sangalang Park – 13470 Slate Street
- Manuel Valverde Park – 15557 Fifth Street
- Woodfield Park – 801 Lathrop Road

At Council direction, Staff requested proposals from ICU Technologies, Inc. (ICU) for installation required for each park. ICU is an authorize seller of surveillance cameras that meets the hardware specification of the City’s camera surveillance system standards for all city parks. Furthermore, ICU is certify to perform the configuration and installation of these cameras.

ICU presented an estimate of \$146,184 to provide and install a camera surveillance system at each of the city parks identified in the first phase of CIP GG 22-35. In January 2023, the City ordered equipment from ICU. The vendor’s estimate was within the budget authorizes by Council for phase one.

ICU Technologies, Inc. currently holds an active contract with the U.S. General Services Administration (GSA) - GSA Contract No. 47QSWA18D003K in Security &

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Protection and Information Technology Hardware & Software. This program, administered by the United States Government, provides government agencies with discounted pricing schedules, and establishes purchasing contracts with vendors through a competitive bidding process. The GSA's competitive bidding process is in conformance with the Office of Procurement, Department of General Services of the State of California exemption as described in the Lathrop Municipal Code Section 2.36.110. Furthermore, ICU has provided and installed other camera surveillance systems at numerous City facilities.

The remaining budget is reserve for the purchase of a network infrastructure for each camera surveillance system at Apolinar Sangalang Park, Manuel Valverde Park, and Woodfield Park. In addition to a camera surveillance system, other components are required to build the infrastructure and network communication to implement the systems. The costs of the additional components totals \$39,375 and are within City Manager's signing authority. They are described below to show the progress of the project.

Through a competitive bidding process, Staff selected the vendors listed in Table 1 to procure the additional components needed to implement the camera surveillance systems.

Wireless Network Installation & Configurations - \$16,444

The City has an active agreement with Ray's Radio to provide maintenance, repair and on-call services for the City's wireless communication towers. The vendor works exclusively with the City's communication equipment to ensure consistency and integration with other equipment as well as limit exposure and access to sensitive information. This vendor has access to the network security to install, configure and maintain network equipment.

Automatic License Plate Reader (ALPR) - \$7,754

The Automatic License Plate Reader (ALPR) equipment required for this project is proprietary in nature. Therefore, for this unique project, the City is requesting to use specialized equipment that can only be obtained from Vigilant Solutions, LLC (Vigilant) as they are the sole manufacturer of the L5F License Plate Reader (LPR) Camera System and do not have other distributors of the equipment. The City of Lathrop currently uses Vigilant Solutions ALPR system exclusively to ensure consistency and integration with current systems and maintain the ability for the ALPR to communicate with the Lathrop Police Department software and throughout the City network. Due to equipment supply delays, Staff placed an order with Vigilant for this specialized equipment in February 2023 to ensure all the components arrive timely to complete the installation of each system at one time. The costs of the equipment and services procured with Vigilant was \$7,754.

Uninterrupted Power Source (UPS) - \$4,307

Staff requested quotes from vendors for Uninterrupted Power Source (UPS) from ten

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(10) and received three (3) quotes as shown in Table 2. This equipment is to ensure that in the event of a power outage that the system will remain unaffected. Surveillance Systems are becoming an increasingly essential part in solving crimes. It is crucial to procure more than one UPS to allow continuous surveillance during a power outage. GHA Technologies provided the lowest estimate with the earliest availability for four (4) UPS units.

Table 2:

Vendor	Quote Amount
GHA Technologies Inc.	\$4,307
CDW-G	\$4,452
Connection Public Sector	\$4,547

Network Hardware – \$10,870

Staff requested quotes for Network Data Switches from six (6) vendors and received five (5) quotes as shown in Table 3. Solid Networks presented the lowest quote of \$10,870. Solid Networks is contracted with the City to provide professional services for Co-Management of Servers, security network, virtual environment, and storage area network. The vendor has exclusive security access to the City’s network systems to perform professional services and ensure business security and service continuity.

Table 3:

Vendor	Quote Amount
Solid Networks Inc.	\$10,870
GHA Technologies	\$10,910
Insight Public Sector	\$13,593
Staples	\$13,954
Connection Public Sector	\$15,563
Allied Network Solutions	No Bid

Tonight, Staff is requesting City Council adopt a resolution to ratify the service contract with ICU Technologies, Inc. for a sum of \$146,184 and approve additional purchases with various vendors for infrastructure and network communication equipment and services totaling \$39,375 for a total sum of \$185,559 as summarized in Table 4.

Table 4:

Vendor	Description of Component	Cost
ICU Technologies, Inc.	Camera Surveillance Systems	146,184
Ray’s Radio Industrial Communications Sales, Inc.	Wireless Network Installation & Configurations	\$16,444

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Vigilant Solutions, LLC	Automatic License Plate Reader (ALPR)	\$7,754
GHA Technologies	Uninterrupted Power Source (UPS)	\$4,307
Solid Networks Inc.	Network Hardware	\$10,870
Total Costs		\$ 185,559

Staff performed some of the services onsite as well as utilized available equipment and recovered a saving of \$51,107 or 21% of the approved budget for these three (3) parks.

REASON FOR RECOMMENDATION:

The Camera Surveillance System procured through ICU Technologies, LLC for CIP GG 22-35 for Camera Surveillance System for Major City Parks represents an effort to utilize technology to deter crimes, expedite crime solving, and proactively monitor activities to enhance crime prevention and citizens’ safety.

FISCAL IMPACT:

There are sufficient funds available in CIP GG 22-35 to cover the cost and installation of a camera surveillance systems procured through ICU Technologies, Inc. and the additional purchases for the network infrastructure required to implement the camera surveillance systems.

ATTACHMENTS:

- A. Resolution Ratifying the Agreement with ICU Technologies, Inc. to Provide and Install Camera Surveillance Systems and Approve the Purchases of Hardware and Services for the Network Infrastructure for Major City Parks Surveillance Systems at Apolinar Sangalang, Manuel Valverde & Woodfield Park, CIP GG 22-35
- B. Service Contract with ICU Technologies, Inc. to Provide and Install Camera Surveillance System at Apolinar Sangalang, Manuel Valverde & Woodfield Park


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APPROVALS:



Tony Fernandes
Information Systems Director

4-6-2023
Date



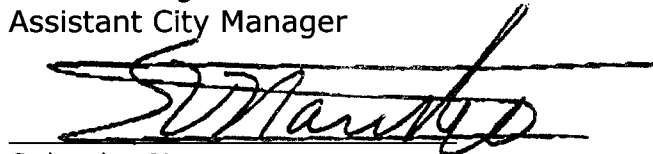
Cari James
Finance Director

4/6/2023
Date



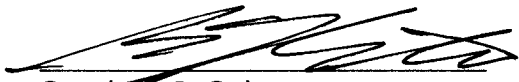
Michael King
Assistant City Manager

4/6/2023
Date



Salvador Navarrete
City Attorney

4/5/2023
Date



Stephen J. Salvatore
City Manager

4-6-23
Date

RESOLUTION NO. 23 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFYING A SERVICE CONTRACT WITH ICU TECHNOLOGIES, LLC TO PROVIDE AND INSTALL CAMERA SURVEILLANCE SYSTEMS AND APPROVE THE PURCHASES OF HARDWARE AND SERVICES FOR THE NETWORK INFRASTRUCTURE FOR MAJOR CITY PARKS CAMERA SURVEILLANCE SYSTEMS AT APOLINAR SANGALANG, MANUEL VALVERDE, AND WOODFIELD PARK CIP GG 22-35

WHEREAS, on September 12, 2022 City, Council approved a budget to covered the cost of a camera surveillance system for the first phase of Capital Improvement Project (CIP) GG 22-35 Camera Surveillance Systems for Major City Parks; and

WHEREAS, the approved budget of \$246,950 will cover the cost of the initial three parks as recommended by IXII Group, Inc. for a camera surveillance system for the first phase; and

WHEREAS, the first phase includes (3) three parks, Apolinar Sangalang Park, Manuel Valverde Park, Woodfield Park; and

WHEREAS, Staff requested proposals from ICU Technologies, Inc. (ICU) for installation required for each park. ICU presented an estimate of \$146,184 to provide and install a camera surveillance system at each of the city parks identified; and

WHEREAS, in addition to a camera surveillance system, other components are required to build the infrastructure and network communication to implement the systems. The costs of the additional components totals \$39,375; and

WHEREAS, through a competitive bidding process, Staff selected vendors with the lowest quote and earliest availability for each component needed.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby ratify the service contract with ICU Technologies, Inc for a sum not to exceed \$145,184 to provide and install camera surveillance systems and approve the purchases of hardware and services totaling \$39,375 for the Network Infrastructure for a total cost of \$185,559 for CIP GG 22-35 Major City Parks Surveillance Systems at Apolinar Sangalang, Manuel Valverde & Woodfield Park.

The foregoing resolution was passed and adopted this 10th day of April 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

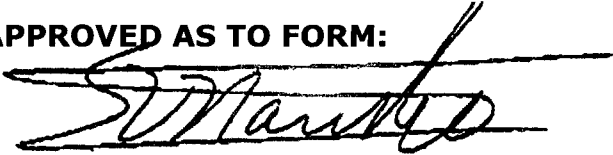
ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:


Salvador Navarrete, City Attorney

**SERVICE CONTRACT BETWEEN THE CITY OF LATHROP AND
ICU TECHNOLOGIES, INC.**

**PROVIDE AND INSTALL CAMERA SURVEILLANCE SYSTEMS FOR
MAJOR CITY PARKS AT APOLINAR SANGALANG, MANUEL
VALVERDE & WOODFIELD PARK CIP GG 22-35**

THIS SERVICE CONTRACT (hereinafter "Contract") is made on 21 day of **January 2023**, by and between the **City of Lathrop**, a municipal corporation of the State of California (hereinafter "City") and **ICU Technologies, Inc.** (hereinafter "Contractor"), whose Taxpayer Identification Number is 27-3118908.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

SCOPE OF WORK

Contractor agrees to perform services of camera surveillance systems for major city parks, provide consulting services related to technology systems platform and equipment associated with gathering video data at various park locations within the city, attached hereto as Exhibit "A", "B" and "C", incorporated herein by reference. Contractor agrees to diligently perform these services in accordance with the upmost standards of its profession and to City's satisfaction.

CONTRACT PRICE

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done based on time and materials basis not to exceed \$146,184.27 set forth in the below Exhibits:

Exhibit "A" \$35,968.03 Est #2022-2170 Woodfield Park – 801 Lathrop Road

Exhibit "B" \$58,649.39 Est #2022-2171 Apolinar Sangalang Park –13470 State St

Exhibit "C" \$51,566.85 Est #2022-2172 Manuel Valverde Park – 15557 "5th" Street

TIME FOR PERFORMANCE

The effective date of this contract is 21 day of January 2023 and shall terminate no later than 30th of June 2023.

INSPECTION BY CITY

The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely, written approval by the City.

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Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.

NOTICE

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner.

- (a) If the notice is given to the City, by personal delivery thereof to the City's Director of Information Systems, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the City's Department of Information Systems, postage prepaid and certified;
- (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at the address set forth in the Contractor's Bid postage prepaid and certified; or
- (c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.

CONTRACTOR'S WARRANTY

The City shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and

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before acceptance. Contractor unqualifiedly warrants all work and materials to be free of defects whether performed or installed by it or by any subcontractor or supplier in the project which is the subject of this Contract for a period of one year from the date of the agreement.

APPRENTICES

- (a) The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. In addition, Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code.
- (b) Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- (c) Knowing violations of Section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100) for each calendar day of non-compliance pursuant to Section 1777.7.

HOURS OF WORK

Eight (8) hours of work in any calendar day shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.

PAYROLL RECORDS

Pursuant to Labor Code section 1776, as amended from time to time, the Contractor and each subcontractor shall keep records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and

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week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the work.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (a) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- (b) A certified copy of all payroll records shall be made available for inspection or furnished upon request, or as required by Labor Code section 1771.7 to the City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that if request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, if as requested, payroll records have been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractors and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) calendar days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor performing work on the Project shall not be marked or obliterated.

The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) calendar days, provide a notice of a change of location and address.

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In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such ten (10) calendar day period, the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalties shall be withheld from payments due Contractor.

PREVAILING WAGES

- (a) The Contractor is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, section 16000 *et seq.* ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Contract involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/PWD/index.htm>. In the alternative, the City shall provide Contractor with a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site.

Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- (b) The Contractor and each subcontractor shall forfeit as a penalty to the City not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar

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day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

INSURANCE

On or before beginning any of the services or work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY.

CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONTRACTOR. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONTRACTOR may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONTRACTOR, at CONTRACTOR'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence (\$1,000,000), combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general

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aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
 - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
 - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Deductibles and Self-Insured Retentions. CONTRACTOR shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

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During the period covered by this Agreement, upon express written authorization of CITY Manager, CONTRACTOR may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONTRACTOR procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- (d) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONTRACTOR shall provide written notice to CITY at CONTRACTOR'S earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in coverage.
- (e) In addition to any other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONTRACTOR to stop work under this Agreement or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONTRACTOR'S breach.

INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and consultants harmless from and against any

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and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees.

This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.

SEVERABILITY

Nothing contained in the Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract or act, the latter shall prevail and the provision of this Contract which is affected shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of this Contract.

COMPLETE AGREEMENT

This Contract supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party which is not embodied herein or any other agreement, statement, or promise not contained in this Contract shall be valid and binding.

INTERPRETATION

- (a) The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.

**SERVICE CONTRACT BETWEEN THE CITY OF LATHROP AND
ICU TECHNOLOGIES, INC.**

**PROVIDE AND INSTALL CAMERA SURVEILLANCE SYSTEMS FOR
MAJOR CITY PARKS AT APOLINAR SANGALANG, MANUEL
VALVERDE & WOODFIELD PARK CIP GG 22-35**

- (b) In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

APPLICABLE LAW

- (a) The parties hereto understand and agree that the terms of this Contract, and its Exhibits, have been negotiated and executed within the State of California and shall be governed by and construed under the laws of the State of California.
- (b) In the event of a dispute concerning the terms of this Contract, the parties hereto expressly agree that the venue for any legal action shall be with the appropriate court in the County of San Joaquin, State of California.

SIGNATURES

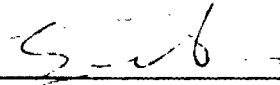
The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

SERVICE CONTRACT BETWEEN THE CITY OF LATHROP AND ICU TECHNOLOGIES, INC.

PROVIDE AND INSTALL CAMERA SURVEILLANCE SYSTEMS FOR MAJOR CITY PARKS AT APOLINAR SANGALANG, MANUEL VALVERDE & WOODFIELD PARK CIP GG 22-35

Approved as to Form:

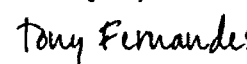
City of Lathrop
City Attorney



Salvador Navarrete 1.26.2023
Date

Recommended for Approval:

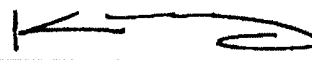
City of Lathrop
Director of Information Systems

DocuSigned by:


Tony Fernandes 1/20/2023
Date

Approved By:

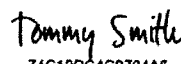
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330



Stephen J. Salvatore FOR 1-27-2023
City Manager Date

Contractor:

ICU Technologies, Inc.
1382 Blue Oaks Blvd., Suite 110
Roseville, CA 95678
Fed ID # 27-3118908
Lathrop Business License # 41814

DocuSigned by:


Signature 1/20/2023
Date

Tommy Smith CEO

Print Name and Title



ICU Technologies, Inc.
1382 Blue Oaks Blvd, Suite 110
Roseville, CA 95678
United States

Estimate

#2022-2170

Bill To

City of Lathrop
City of Lathrop
390 Towne Centre Dr
Lathrop CA 95330
United States

TOTAL

\$35,968.03

Date: 10/11/2022

Ship To

City of Lathrop
City of Lathrop
390 Towne Centre Dr
Lathrop CA 95330
United States

Expiration

01/10/2023

Project

City of Lathrop : City Parks
Video Solution

Contract

GSA # 47QSWA18D003K

SIN	Item	Quantity	Rate	Amount
334220	15C-H4A-3MH-270 3X5 MP, WDR, LightCatcher, 2.8mm, Camera Only	1	\$1,720.47	\$1,720.47
334220	20C-H4A-4MH-360 4X5 MP, WDR, LightCatcher, 2.8mm, Camera Only	1	\$2,007.22	\$2,007.22
OLM	PP350 Pelco PP350 Parapet Wall Mount	4	\$448.50	\$1,794.00
OLM	ICU-GSA-MISC PMP Pole Mount Adapter for WMP-s adnWMP-L	4	\$100.00	\$400.00
334220	H4AMH-AD-IRIL1 Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	1	\$315.41	\$315.41
OLM	H4AMH-DO-COVR1 Dome bubble and cover, for outdoor surface mount or pendant mount, clear.	2	\$129.60	\$259.20
OLM	H4AMH-AD-PEND1 Outdoor pendant mount adapter, must order one of IRPTZ-MNT-WALL1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.	2	\$162.00	\$324.00
OLM	IRPTZ-MNT-NPTA1 Mount, Pend NPT Adapter, IR PTZ	4	\$44.55	\$178.20
334220	2.0C-H4IRPTZ-DP30-WP 2MP H4 IR PTZ, with Wiper 30X, Self-learning analytics, IK10, IP66, 250m IR	2	\$3,178.98	\$6,357.96
334220	VMA-AS3-8P8-NA HD Video Appliance 8-Port 8TB; NA. ACC licenses sold separately	2	\$2,552.59	\$5,105.18
334220	ACC7-ENT ACC 7 Enterprise Edition camera license	4	\$258.39	\$1,033.56
OLM	POE-INJ2-60W-NA Indoor single port Gigabit PoE++ 60W	2	\$117.66	\$235.32



2022-2170



ICU Technologies, Inc.
1382 Blue Oaks Blvd, Suite 110
Roseville, CA 95678
United States

Estimate

#2022-2170

SIN	Item	Quantity	Rate	Amount
OLM	POE-INJ2-95W-NA Indoor single Port PoE Injector Gigabit, 95W, NA power cord, for use with H4IR PTZ	2	\$324.00	\$648.00
OLM	ICU-GSA-MISC RSU Enclosure including pole mount	1	\$841.00	\$841.00
OLM	ICU-GSA-MISC Misc Installation materials, including cabling, conduit, fittings, blocks, connectors, and patch cables	1	\$1,400.00	\$1,400.00
OLM	ICU-GSA-MISC Low Profile Vertical Wall Mount Enclosure 36 Inch Server Depth Patch Panel Cabinet Black	1	\$703.82	\$703.82
541330L	Security Technician I Expert in security system design and installation. Provides advice, counsel, review services, and opinions on a wide variety of matters pertaining to security systems operations and systems management.	64	\$127.27	\$8,145.28
541330L	Project Lead Leads and directs the performance of a variety of related Security and surveillance technology projects. Responsible for ensuring high quality products and services that are delivered according to the agreed schedule and budget of the applicable task/delivery order.	6	\$161.54	\$969.24
541330L	Security Engineer Contribute in the execution of the day-to-day tasks and support of the project along with implementing and deploying the major portions of the solution. Applies engineering expertise and knowledge of state-of-the-art software, hardware, network infrastructure, and/or information technology in support of integration of security and surveillance technology systems.	3	\$171.33	\$513.99
541330L	Project Manager Oversees and leads assigned tasks of projects for law enforcement, homeland defense, emergency preparedness, K-12 campus safety and security information technology clients. Guides projects from the original concept through final implementation. Defines project scope and objectives, including developing detailed work plans, day-to-day management direction, schedules, project estimates, resource plans, status reports, and project tracking and analysis. Conducts project meetings and ensures quality standards. Provides advanced technical and strategic guidance to multiple project teams and oversees project deliverables. Responsible for assisting in all aspects of project technical, contractual, administrative, and financial performance.	3	\$195.80	\$587.40
	Subtotal			\$33,539.25
	IFF Charge		0.7556%	\$253.42
OLM	ICU-SHIPPING Freight to customer location	1	\$225.00	\$225.00



2022-2170



ICU Technologies, Inc.
1382 Blue Oaks Blvd, Suite 110
Roseville, CA 95678
United States

Estimate

#2022-2170

Subtotal	\$34,017.67
Tax Total (%)	\$1,950.36
Total	\$35,968.03

DIR #1000064885
Email Order to orders@icu-techinc.com
Payment by credit card will include a 4% processing fee

Accepted By: _____

Accepted Date: _____



Estimate

#2022-2171



ICU Technologies, Inc.
 1382 Blue Oaks Blvd, Suite 110
 Roseville, CA 95678
 United States

Bill To

City of Lathrop
 City of Lathrop
 390 Towne Centre Dr
 Lathrop CA 95330
 United States

TOTAL

\$58,649.39

Date: 10/11/2022

Ship To

City of Lathrop
 City of Lathrop
 390 Towne Centre Dr
 Lathrop CA 95330
 United States

Expiration

01/12/2023

Project

City of Lathrop : City Parks
 Video Solution

Contract

GSA # 47QSWA18D003K

SIN	Item	Quantity	Rate	Amount
334220	15C-H4A-3MH-270 3X5 MP, WDR, LightCatcher, 2.8mm, Camera Only	3	\$1,720.47	\$5,161.41
334220	20C-H4A-4MH-360 4X5 MP, WDR, LightCatcher, 2.8mm, Camera Only	1	\$2,007.22	\$2,007.22
OLM	PP350 Pelco PP350 Parapet Wall Mount	6	\$448.50	\$2,691.00
OLM	ICU-GSA-MISC PMP Pole Mount Adapter for WMP-s adnWMP-L	6	\$41.00	\$246.00
334220	H4AMH-AD-IRIL1 Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	4	\$315.41	\$1,261.64
OLM	H4AMH-DO-COVR1 Dome bubble and cover, for outdoor surface mount or pendant mount, clear.	4	\$129.60	\$518.40
OLM	H4AMH-AD-PEND1 Outdoor pendant mount adapter, must order one of IRPTZ-MNT-WALL1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.	4	\$162.00	\$648.00
OLM	IRPTZ-MNT-NPTA1 Mount, Pend NPT Adapter, IR PTZ	6	\$44.55	\$267.30
334220	2.0C-H4IRPTZ-DP30-WP 2MP H4 IR PTZ, with Wiper 30X, Self-learning analytics, IK10, IP66, 250m IR	2	\$3,178.98	\$6,357.96
OLM	VMA-AS3-24P24-NA HD Video Appliance 24-Port 24TB	1	\$8,720.11	\$8,720.11
334220	ACC7-ENT ACC 7 Enterprise Edition camera license	6	\$258.39	\$1,550.34
OLM	POE-INJ2-60W-NA Indoor single port Gigabit PoE++ 60W	4	\$117.66	\$470.64



2022-2171



ICU Technologies, Inc.
1382 Blue Oaks Blvd, Suite 110
Roseville, CA 95678
United States

Estimate

#2022-2171

SIN	Item	Quantity	Rate	Amount
OLM	POE-INJ2-95W-NA Indoor single Port PoE Injector Gigabit, 95W, NA power cord, for use with H4IR PTZ	2	\$324.00	\$648.00
OLM	ICU-GSA-MISC Avigilon ES-PS-S4 - Fiber Switch	5	\$1,469.92	\$7,349.60
OLM	ICU-GSA-MISC RSU Enclosure including pole mount	2	\$841.00	\$1,682.00
OLM	ICU-GSA-MISC Misc Installation materials, including cabling, conduit, fittings, blocks, connectors, and patch cables	1	\$1,600.00	\$1,600.00
OLM	ICU-GSA-MISC Low Profile Vertical Wall Mount Enclosure 36 Inch Server Depth Patch Panel Cabinet Black	1	\$703.82	\$703.82
541330L	Security Technician I Expert in security system design and installation. Provides advice, counsel, review services, and opinions on a wide variety of matters pertaining to security systems operations and systems management.	80	\$127.27	\$10,181.60
541330L	Project Lead Leads and directs the performance of a variety of related Security and surveillance technology projects. Responsible for ensuring high quality products and services that are delivered according to the agreed schedule and budget of the applicable task/delivery order.	8	\$161.54	\$1,292.32
541330L	Security Engineer Contribute in the execution of the day-to-day tasks and support of the project along with implementing and deploying the major portions of the solution. Applies engineering expertise and knowledge of state-of-the-art software, hardware, network infrastructure, and/or information technology in support of integration of security and surveillance technology systems.	3	\$171.33	\$513.99
541330L	Project Manager Oversees and leads assigned tasks of projects for law enforcement, homeland defense, emergency preparedness, K-12 campus safety and security information technology clients. Guides projects from the original concept through final implementation. Defines project scope and objectives, including developing detailed work plans, day-to-day management direction, schedules, project estimates, resource plans, status reports, and project tracking and analysis. Conducts project meetings and ensures quality standards. Provides advanced technical and strategic guidance to multiple project teams and oversees project deliverables. Responsible for assisting in all aspects of project technical, contractual, administrative, and financial performance.	3	\$195.80	\$587.40
	Subtotal			\$54,458.75
	IFF Charge		0.7556%	\$411.49



2022-2171



ICU Technologies, Inc.
1382 Blue Oaks Blvd, Suite 110
Roseville, CA 95678
United States

Estimate

#2022-2171

SIN	Item	Quantity	Rate	Amount
OLM	ICU-SHIPPING Freight to customer location	1	\$250.00	\$250.00

Subtotal \$55,120.24

Tax Total (%) \$3,529.15

Total \$58,649.39

DIR #1000064885
Email Order to orders@icu-techinc.com
Payment by credit card will include a 4% processing fee

Accepted By: _____

Accepted Date: _____





ICU Technologies, Inc.
1382 Blue Oaks Blvd, Suite 110
Roseville, CA 95678
United States

EXHIBIT C

Estimate

#2022-2172

Bill To

City of Lathrop
City of Lathrop
390 Towne Centre Dr
Lathrop CA 95330
United States

TOTAL

\$51,566.85

Date: 10/11/2022

Ship To

City of Lathrop
City of Lathrop
390 Towne Centre Dr
Lathrop CA 95330
United States

Expiration

01/12/2023

Project

City of Lathrop : City Parks
Video Solution

Contract

GSA # 47QSWA18D003K

SIN	Item	Quantity	Rate	Amount
334220	15C-H4A-3MH-270 3X5 MP, WDR, LightCatcher, 2.8mm, Camera Only	3	\$1,720.47	\$5,161.41
334220	20C-H4A-4MH-360 4X5 MP, WDR, LightCatcher, 2.8mm, Camera Only	2	\$2,007.22	\$4,014.44
OLM	PP350 Pelco PP350 Parapet Wall Mount	3	\$448.50	\$1,345.50
OLM	ICU-GSA-MISC PMP Pole Mount Adapter for WMP-s adnWMP-L	3	\$100.00	\$300.00
334220	H4AMH-AD-IRIL1 Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	5	\$315.41	\$1,577.05
OLM	H4AMH-DO-COVR1 Dome bubble and cover, for outdoor surface mount or pendant mount, clear.	5	\$129.60	\$648.00
OLM	H4AMH-AD-PEND1 Outdoor pendant mount adapter, must order one of IRPTZ-MNT-WALL1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.	5	\$162.00	\$810.00
OLM	IRPTZ-MNT-WALL1 Mount, Pend wall, IR PTZ	3	\$76.95	\$230.85
334220	H4-MT-CRNR1 Corner mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1, H4SL, H4F and H4 PTZ cameras.	3	\$81.15	\$243.45
OLM	IRPTZ-MNT-NPTA1 Mount, Pend NPT Adapter, IR PTZ	4	\$44.55	\$178.20
334220	2.0C-H4IRPTZ-DP30-WP 2MP H4 IR PTZ, with Wiper 30X, Self-learning analytics, IK10, IP66, 250m IR	2	\$3,178.98	\$6,357.96
334220	ACC7-ENT ACC 7 Enterprise Edition camera license	7	\$258.39	\$1,808.73



2022-2172



ICU Technologies, Inc.
1382 Blue Oaks Blvd, Suite 110
Roseville, CA 95678
United States

Estimate

#2022-2172

SIN	Item	Quantity	Rate	Amount
OLM	POE-INJ2-60W-NA Indoor single port Gigabit PoE++ 60W	1	\$117.66	\$117.66
OLM	POE-INJ2-95W-NA Indoor single Port PoE Injector Gigabit, 95W, NA power cord, for use with H4IR PTZ	2	\$324.00	\$648.00
OLM	PD-9512G MICROCHIP PD-9512GC/AC-US 12-PORT LEGACY 60W/ PORT MANAGEDIEEE802.3BT	1	\$1,876.58	\$1,876.58
OLM	ICU-GSA-MISC Avigilon ES-PS-S4 - Fiber Switch	3	\$1,469.92	\$4,409.76
OLM	ICU-GSA-MISC Misc Installation materials, including cabling, conduit, fittings, blocks, connectors, and patch cables	1	\$1,600.00	\$1,600.00
OLM	ICU-GSA-MISC Low Profile Vertical Wall Mount Enclosure 36 Inch Server Depth Patch Panel Cabinet Black	1	\$703.82	\$703.82
541330L	Security Technician I Expert in security system design and installation. Provides advice, counsel, review services, and opinions on a wide variety of matters pertaining to security systems operations and systems management.	104	\$127.27	\$13,236.08
541330L	Project Lead Leads and directs the performance of a variety of related Security and surveillance technology projects. Responsible for ensuring high quality products and services that are delivered according to the agreed schedule and budget of the applicable task/delivery order.	12	\$161.54	\$1,938.48
541330L	Security Engineer Contribute in the execution of the day-to-day tasks and support of the project along with implementing and deploying the major portions of the solution. Applies engineering expertise and knowledge of state-of-the-art software, hardware, network infrastructure, and/or information technology in support of integration of security and surveillance technology systems.	3	\$171.33	\$513.99
541330L	Project Manager Oversees and leads assigned tasks of projects for law enforcement, homeland defense, emergency preparedness, K-12 campus safety and security information technology clients. Guides projects from the original concept through final implementation. Defines project scope and objectives, including developing detailed work plans, day-to-day management direction, schedules, project estimates, resource plans, status reports, and project tracking and analysis. Conducts project meetings and ensures quality standards. Provides advanced technical and strategic guidance to multiple project teams and oversees project deliverables. Responsible for assisting in all aspects of project technical, contractual, administrative, and financial performance.	3	\$195.80	\$587.40



2022-2172



ICU Technologies, Inc.
1382 Blue Oaks Blvd, Suite 110
Roseville, CA 95678
United States

Estimate

#2022-2172

SIN	Item	Quantity	Rate	Amount
	Subtotal			\$48,307.36
	IFF Charge		0.7556%	\$365.01
OLM	ICU-SHIPPING Freight to customer location	1	\$250.00	\$250.00
Subtotal				\$48,922.37
Tax Total (%)				\$2,644.48
Total				\$51,566.85

DIR #1000064885
Email Order to orders@icu-techinc.com
Payment by credit card will include a 4% processing fee

Accepted By: _____

Accepted Date: _____

