ITEM NO. 6

STAFF REPORT

CITY OF OCEANSIDE

DATE: January 22, 2014

TO: Honorable Mayor and City Councilmembers

FROM: City Manager's Office/Information Technologies Division

SUBJECT: **REPLACEMENT OF THE EXISTING HARBOR OUTDOOR WIRELESS COMMUNICATION SYSTEM**

SYNOPSIS

Staff recommends that the City Council approve a Professional Services Agreement with UNICOM Government Inc., of Herndon, Virginia in a total contract amount not to exceed $54,593, to replace the existing wireless communication system located at the Oceanside Harbor, and authorize the City Manager to execute the agreement.

BACKGROUND

The purpose of the project is to replace failed security and surveillance communication hardware and software for the marina area including the Coast Guard office. The project is budgeted in fiscal 2013-14. The project is not focused to generate revenue.

The original wireless surveillance camera communication system was purchased through a grant from the Department of Homeland Security (DHS). The system includes hardware (nodes, mounting poles, antennas, connectors) and software for six wireless nodes that transmit data captured from the cameras to the City's computer network, and provides computer, Internet and voice communication to the marina's Coast Guard office. The data from the surveillance cameras is remotely monitored by DHS. DHS has requested the repair of the wireless communication system due to the failure of several system components.

The current wireless hardware is in excess of thirteen years old and has become obsolete. Several of the connection point nodes have failed or intermittently drop network connectivity. The new hardware and software incorporate the latest version of the wireless technology. The existing wireless communication system located at the Oceanside Harbor supports six (6) security surveillance cameras located throughout the harbor area. The cameras were previously replaced when a camera failed, and are not included in the scope of this project.

ANALYSIS

The project includes the decommission and replacement of six existing outdoor wireless hardware communication nodes, which are the Internet communication links that enable

the video transmissions from surveillance cameras, as well as data and voice communications to be accessed through the City's computer network.

The existing surveillance cameras will be disconnected from the current wireless hardware. The existing six cameras are not being replaced. The existing hardware will be removed and sent to e-waste. The surveillance cameras will be reconnected to the new communication units by new mounting poles and associated mounting hardware, including new power cables and antennas.

UNICOM will perform system stability tests that provide the wireless connectivity strength including baseline values of receiver signal strength and the signal to ambient noise ratio. Wireless link performance testing will also be provided including the baseline values of the per-link/per-direction maximum bandwidth support. UNICOM will provide detailed project documentation.

City Administrative Directive Procurement of Goods and Services (AD-21), Section IX, Procurement Clauses; Subsection F. Cooperative Purchasing Agreements allows for the City of Oceanside to piggy-back onto an existing government contract for services. U.S. Communities was founded by fifteen national government organizations. The services provided by U.S. Communities pools the buying power of over 90,000 public agencies, including state and local government agencies, school districts, hospitals, higher education institutions, and nonprofits. GTSI is the information technology solutions provider on the U.S. Communities contract. The contract was pre-competed, and is valid through May 2016.

The Professional Services Agreement (PSA) will include the project Scope of Work, and an outline of the project specific hardware and software. The PSA will be executed prior to the start of any project work.

A purchase order will be issued to pay for the project. A 6.4 percent project change order contingency amount has been included in the project cost. The contingency funds will only be released with an authorized change order. The Information Technologies Division Manager or the City Manager is authorized to release the project contingency funds.

Work is estimated to begin within thirty days of the contract approval date, and issuance of the purchase order.

The project is expected to take approximately 120 days to complete, with the exception of weather conditions and the arrival of the hardware and software.

FISCAL IMPACT

The total cost of the project, plus the 6.4 percent project contingency will not exceed $54,593. Information Technologies is funding the project. The available funds are in the

fiscal year 2013-14 adopted budget Public Safety Systems account number 155164841.5385.

COMMISSION OR COMMITTEE REPORT

Not applicable.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve a Professional Services Agreement with UNICOM Government Inc., of Herndon, Virginia in a total contract amount not to exceed $54,593, to replace the existing wireless communication system located at the Oceanside Harbor, and authorize the City Manager to execute the agreement.

PREPARED BY:

Yukari Krause-Brown
I.T. Division Manager

SUBMITTED BY:

Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle-Skaggs Lawrence, Deputy City Manager

James R. Riley, Financial Services Director

Exhibits:

Professional Services Agreement

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Harbor Outdoor Wireless System Project

THIS AGREEMENT, dated January 22, 2014 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and UNICOM Government, Inc., hereinafter designated as "UNICOM Government."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: The proposed Firetide Hotport distributed outdoor wireless system will be installed at six (6) individual locations throughout the Oceanside Harbor (as identified by the City of Oceanside). Existing Firetide Hotport 3000 series wireless mesh nodes will be removed and replaced with new Firetide Hotport 7000 series wireless mesh nodes. The wireless system consists of a point-to-multipoint wireless link between the Jolly Roger's Restrooms, Marina Inn South, and Department of Harbor and Beaches Headquarters. All other wireless links will follow a point-to-point design methodology.

   The purpose of this project is to decommission and replace an existing outdoor distributed wireless Internet working system. The existing system is a Firetide Hotport 3000 series system that is approximately thirteen years old, and is no longer reliably functional. Several of the existing Hotport wireless nodes have failed, while others intermittently drop network connectivity. This new system is intended to provide wireless connectivity for multiple outdoor surveillance cameras located throughout the harbor area, as well as provide data and VoIP services to the marina's Coast Guard Ancillary office.
   The project scope is more specifically detailed in the attached Exhibit A.

2. **INDEPENDENT CONTRACTOR.** UNICOM Government's relationship to the CITY shall be that of an independent contractor. UNICOM Government shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. UNICOM Government shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. UNICOM Government shall report to the CITY any and all employees, agents, and UNICOM Government's performing work in connection with this project, and all shall be subject to the approval of the CITY.

3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, UNICOM Government hereby certifies that UNICOM Government is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and UNICOM Government will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

4. **LIABILITY INSURANCE.**

4.1. UNICOM Government shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of UNICOM Government, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 UNICOM Government shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance (bodily injury and property damage)	
Combined Single Limit Per Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000*
Commercial General Liability Insurance (bodily injury and property damage)	
General limit per occurrence	$ 1,000,000
General limit project specific aggregate	$ 2,000,000
Automobile Liability Insurance	$ 1,000,000

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of UNICOM Government under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by UNICOM Government to restore the required limits. The UNICOM Government shall also notify the CITY promptly of all losses or claims over $25,000 resulting from work performed under this contract,

or any loss or claim against the UNICOM Government resulting from any of UNICOM Government's work.

4.4 All insurance companies affording coverage to UNICOM Government for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to UNICOM Government pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

4.6 UNICOM Government shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

4.7 UNICOM Government shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

4.8 UNICOM Government shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by UNICOM Government to provide such a substitution and extend the policy expiration date shall be considered a default by UNICOM and may subject UNICOM Government to a suspension or termination of work under the Agreement.

4.9 Maintenance of insurance by UNICOM Government as specified in this Agreement shall in no way be interpreted as relieving UNICOM Government of any responsibility whatsoever and UNICOM Government may carry, at its own expense, such additional insurance as it deems necessary.

5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, UNICOM Government shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars ($1,000,000.00).

UNICOM Government shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **UNICOM GOVERNMENT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, UNICOM Government shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of UNICOM Government, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. UNICOM Government's indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, UNICOM Government at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of UNICOM Government.

   UNICOM Government's indemnification of CITY shall not be limited by any prior or subsequent declaration by UNICOM Government.

7. **COMPENSATION.** UNICOM Government's compensation for all work performed in accordance with this Agreement, shall not exceed **$51,304**, without written approval by the City prior to performing any work that results in additional expenses to the CITY. UNICOM Government must submit a written project change order to the Information Technologies Division Manager or the City Manager for any project changes requiring the use of the project contingency funds. The fixed contract price shall not exceed **$54,593**, including project contingency funds. Refer to attached **Exhibit B.**

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work relating to this Agreement, refer to **Exhibit A Statement of Work,** shall be completed in every detail within one hundred twenty days (120) of the contract date.

9. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and UNICOM Government concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

10. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

    UNICOM Government shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

    Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

12. **TERMINATION OF AGREEMENT**. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay UNICOM Government for any work completed up to and including the date of termination or abandonment of this Agreement based on the milestones defined during project kickoff per Exhibit A. The CITY shall be required to compensate UNICOM Government only for work performed in accordance with the Agreement up to and including the date of termination.

13. **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 UNICOM Government and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

UNICOM Government, Inc.

By: _____
Corry Hong, President &
CEO UNICOM Government, Inc.

By: _____
Peter Whitefield, SVP Finance &
CFO UNICOM Government, Inc.

Employer ID No.

See Attached
Notary Certificate

CITY OF OCEANSIDE

By: _____
Steven R. Jepsen, City Manager

APPROVED AS TO FORM:

_____
John Mullen, City Attorney

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UNICOM Government, Inc.

By: _____
Corry Hong, President & CEO UNICOM Government, Inc.

By: _____
Peter Whitefield, SVP Finance & CFO UNICOM Government, Inc.

Employer ID No.

CITY OF OCEANSIDE

By: _____
Steven R. Jepsen, City Manager

APPROVED AS TO FORM:

_____
John Mullen, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles

On 12/31/2013 (Date) before me, Stanley Joshwa Notary Public (Here Insert Name and Title of the Officer),

personally appeared Corry Sungsoo Hong (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

STANLEY JOSHWA
Commission # 2032149
Notary Public - California
Los Angeles County
My Comm. Expires Jul 2, 2017

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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NOTARY ACKNOWLEDGMENTS OF UNICOM Government, Inc. MUST BE ATTACHED.

BLANCHE E. KOCHENTHAL
NOTARY PUBLIC
REG # 318468
MY COMMISSION EXPIRES
8/31/2014
COMMONWEALTH OF VIRGINIA

Blanche E Kochenthal
Notary acknowledgement
for Peter Whitfield