

AGREEMENT

33761

THIS AGREEMENT is made and entered, in duplicate, as of February 1, 2015, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on January 6, 2015, by and between CELPLAN TECHNOLOGIES, INC., a Virginia corporation ("Consultant"), with a place of business at 1897 Preston White Drive, Reston, VA 20191, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with furnishing and delivering video surveillance cameras and related system components ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Twenty Thousand Dollars (\$20,000.00), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one fiscal year shall be contingent upon the City Council of the City appropriating the

1 necessary funds for such payment by the City in each fiscal year during the term
2 of this Agreement. For the purposes of this Section, a fiscal year commences on
3 October 1 of the year and continues through September 30 of the following year.
4 In the event that the City Council of the City fails to appropriate the necessary
5 funds for any fiscal year, then, and in that event, the Agreement will terminate at
6 no additional cost or obligation to the City.

7 C. Consultant may select the time and place of performance for
8 these services; provided, however, that access to City documents, records and the
9 like, if needed by Consultant, shall be available only during City's normal business
10 hours and provided that milestones for performance, if any, are met.

11 D. Consultant has requested to receive regular payments. City
12 shall pay Consultant in due course of payments following receipt from Consultant
13 and approval by City of invoices showing the services or task performed, the time
14 expended (if billing is hourly), and the name of the Project. Consultant shall certify
15 on the invoices that Consultant has performed the services in full conformance
16 with this Agreement and is entitled to receive payment. Each invoice shall be
17 accompanied by a progress report indicating the progress to date of services
18 performed and covered by the invoice, including a brief statement of any Project
19 problems and potential causes of delay in performance, and listing those services
20 that are projected for performance by Consultant during the next invoice cycle.
21 Where billing is done and payment is made on an hourly basis, the parties
22 acknowledge that this arrangement is either customary practice for Consultant's
23 profession, industry or business, or is necessary to satisfy audit and legal
24 requirements which may arise due to the fact that City is a municipality.

25 E. Consultant represents that Consultant has obtained all
26 necessary information on conditions and circumstances that may affect its
27 performance and has conducted site visits, if necessary.

28 F. CAUTION: Consultant shall not begin work until this

1 Agreement has been signed by both parties and until Consultant's evidence of
2 insurance has been delivered to and approved by City.

3 2. TERM. The term of this Agreement shall commence at midnight on
4 February 1, 2015 and shall terminate at 11:59 p.m. on January 31, 2016, unless sooner
5 terminated as provided in this Agreement, or unless the services or the Project is
6 completed sooner.

7 3. COORDINATION AND ORGANIZATION.

8 A. Consultant shall coordinate its performance with City's
9 representative, if any, named in Exhibit "C", attached to this Agreement and
10 incorporated by this reference. Consultant shall advise and inform City's
11 representative of the work in progress on the Project in sufficient detail so as to
12 assist City's representative in making presentations and in holding meetings on
13 the Project. City shall furnish to Consultant information or materials, if any,
14 described in Exhibit "D", attached to this Agreement and incorporated by this
15 reference, and shall perform any other tasks described in the Exhibit.

16 4. INDEPENDENT CONTRACTOR. In performing its services,
17 Consultant is and shall act as an independent contractor and not an employee,
18 representative or agent of City. Consultant shall have control of Consultant's work and
19 the manner in which it is performed. Consultant shall be free to contract for similar
20 services to be performed for others during this Agreement; provided, however, that
21 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
22 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from
23 Consultant's compensation; (b) City will not secure workers' compensation or pay
24 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide
25 and Consultant is not entitled to any of the usual and customary rights, benefits or
26 privileges of City employees. Consultant expressly warrants that neither Consultant nor
27 any of Consultant's employees or agents shall represent themselves to be employees or
28 agents of City.

1 5. INSURANCE.

2 A. As a condition precedent to the effectiveness of this
3 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
4 duration of this Agreement, from insurance companies that are admitted to write
5 insurance in California and have ratings of or equivalent to A:V by A.M. Best
6 Company or from authorized non-admitted insurance companies subject to
7 Section 1763 of the California Insurance Code and that have ratings of or
8 equivalent to A:VIII by A.M. Best Company, the following insurance:

9 (a) Commercial general liability insurance (equivalent in scope to
10 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
11 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
12 coverage shall include but not be limited to broad form contractual liability,
13 cross liability, independent contractors liability, and products and
14 completed operations liability. City, its boards and commissions, and their
15 officials, employees and agents shall be named as additional insureds by
16 endorsement (on City's endorsement form or on an endorsement
17 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or
18 both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and
19 CG 20 37 07 04), and this insurance shall contain no special limitations on
20 the scope of protection given to City, its boards and commissions, and
21 their officials, employees and agents. This policy shall be endorsed to
22 state that the insurer waives its right of subrogation against City, its boards
23 and commissions, and their officials, employees and agents.

24 (b) Workers' Compensation insurance as required by the California
25 Labor Code and employer's liability insurance in an amount not less than
26 \$1,000,000. This policy shall be endorsed to state that the insurer waives
27 its right of subrogation against City, its boards and commissions, and their
28 officials, employees and agents.

1 (c) Professional liability or errors and omissions insurance in an
2 amount not less than \$1,000,000 per claim.

3 (d) Commercial automobile liability insurance (equivalent in scope
4 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
5 amount not less than \$500,000 combined single limit per accident.

6 B. Any self-insurance program, self-insured retention, or
7 deductible must be separately approved in writing by City's Risk Manager or
8 designee and shall protect City, its officials, employees and agents in the same
9 manner and to the same extent as they would have been protected had the policy
10 or policies not contained retention or deductible provisions.

11 C. Each insurance policy shall be endorsed to state that
12 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
13 days prior written notice to City, shall be primary and not contributing to any other
14 insurance or self-insurance maintained by City, and shall be endorsed to state that
15 coverage maintained by City shall be excess to and shall not contribute to
16 insurance or self-insurance maintained by Consultant. Consultant shall notify City
17 in writing within five (5) days after any insurance has been voided by the insurer or
18 cancelled by the insured.

19 D. If this coverage is written on a "claims made" basis, it must
20 provide for an extended reporting period of not less than one hundred eighty (180)
21 days, commencing on the date this Agreement expires or is terminated, unless
22 Consultant guarantees that Consultant will provide to City evidence of
23 uninterrupted, continuing coverage for a period of not less than three (3) years,
24 commencing on the date this Agreement expires or is terminated.

25 E. Consultant shall require that all subconsultants or contractors
26 that Consultant uses in the performance of these services maintain insurance in
27 compliance with this Section unless otherwise agreed in writing by City's Risk
28 Manager or designee.

1 F. Prior to the start of performance, Consultant shall deliver to
2 City certificates of insurance and the endorsements for approval as to sufficiency
3 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of
4 the insurance, furnish to City certificates of insurance and endorsements
5 evidencing renewal of the insurance. City reserves the right to require complete
6 certified copies of all policies of Consultant and Consultant's subconsultants and
7 contractors, at any time. Consultant shall make available to City's Risk Manager
8 or designee all books, records and other information relating to this insurance,
9 during normal business hours.

10 G. Any modification or waiver of these insurance requirements
11 shall only be made with the approval of City's Risk Manager or designee. Not
12 more frequently than once a year, City's Risk Manager or designee may require
13 that Consultant, Consultant's subconsultants and contractors change the amount,
14 scope or types of coverages required in this Section if, in his or her sole opinion,
15 the amount, scope or types of coverages are not adequate.

16 H. The procuring or existence of insurance shall not be
17 construed or deemed as a limitation on liability relating to Consultant's
18 performance or as full performance of or compliance with the indemnification
19 provisions of this Agreement.

20 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
21 contemplates the personal services of Consultant and Consultant's employees, and the
22 parties acknowledge that a substantial inducement to City for entering this Agreement
23 was and is the professional reputation and competence of Consultant and Consultant's
24 employees. Consultant shall not assign its rights or delegate its duties under this
25 Agreement, or any interest in this Agreement, or any portion of it, without the prior
26 approval of City, except that Consultant may with the prior approval of the City Manager
27 of City, assign any moneys due or to become due Consultant under this Agreement. Any
28 attempted assignment or delegation shall be void, and any assignee or delegate shall

1 acquire no right or interest by reason of an attempted assignment or delegation.
2 Furthermore, Consultant shall not subcontract any portion of its performance without the
3 prior approval of the City Manager or designee, or substitute an approved subconsultant
4 or contractor without approval prior to the substitution. Nothing stated in this Section
5 shall prevent Consultant from employing as many employees as Consultant deems
6 necessary for performance of this Agreement.

7 7. CONFLICT OF INTEREST. Consultant, by executing this
8 Agreement, certifies that, at the time Consultant executes this Agreement and for its
9 duration, Consultant does not and will not perform services for any other client which
10 would create a conflict, whether monetary or otherwise, as between the interests of City
11 and the interests of that other client. And, Consultant shall obtain similar certifications
12 from Consultant's employees, subconsultants and contractors.

13 8. MATERIALS. Consultant shall furnish all labor and supervision,
14 supplies, materials, tools, machinery, equipment, appliances, transportation and services
15 necessary to or used in the performance of Consultant's obligations under this
16 Agreement, except as stated in Exhibit "D".

17 9. OWNERSHIP OF DATA. All materials, information and data
18 prepared, developed or assembled by Consultant or furnished to Consultant in
19 connection with this Agreement, including but not limited to documents, estimates,
20 calculations, studies, maps, graphs, charts, computer disks, computer source
21 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
22 information, material and memorandum ("Data") shall be the exclusive property of City.
23 Data shall be given to City, and City shall have the unrestricted right to use and disclose
24 the Data in any manner and for any purpose without payment of further compensation to
25 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
26 Data shall not be made available to any person or entity for use without the prior approval
27 of City. This warranty shall survive termination of this Agreement for five (5) years.

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1 10. TERMINATION. Either party shall have the right to terminate this
2 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
3 prior written notice to the other party. In the event of termination under this Section, City
4 shall pay Consultant for services satisfactorily performed and costs incurred up to the
5 effective date of termination for which Consultant has not been previously paid. The
6 procedures for payment in Section 1.B. with regard to invoices shall apply. On the
7 effective date of termination, Consultant shall deliver to City all Data developed or
8 accumulated in the performance of this Agreement, whether in draft or final form, or in
9 process. And, Consultant acknowledges and agrees that City's obligation to make final
10 payment is conditioned on Consultant's delivery of the Data to City.

11 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
12 shall not disclose the Data or use the Data directly or indirectly, other than in the course
13 of performing its services, during the term of this Agreement and for five (5) years
14 following expiration or termination of this Agreement. In addition, Consultant shall keep
15 confidential all information, whether written, oral or visual, obtained by any means
16 whatsoever in the course of performing its services for the same period of time.
17 Consultant shall not disclose any or all of the Data to any third party, or use it for
18 Consultant's own benefit or the benefit of others except for the purpose of this
19 Agreement.

20 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
21 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
22 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
23 without breach of this Agreement by Consultant; or (c) a third party who has a right to
24 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
25 disclosed pursuant to subpoena or court order.

26 13. ADDITIONAL COSTS AND REDESIGN.

27 A. Any costs incurred by City due to Consultant's failure to meet
28 the standards required by the scope of work or Consultant's failure to perform fully

1 the tasks described in the scope of work which, in either case, causes City to
2 request that Consultant perform again all or part of the Scope of Work shall be at
3 the sole cost of Consultant and City shall not pay any additional compensation to
4 Consultant for its re-performance.

5 B. If the Project involves construction and the scope of work
6 requires Consultant to prepare plans and specifications with an estimate of the
7 cost of construction, then Consultant may be required to modify the plans and
8 specifications, any construction documents relating to the plans and specifications,
9 and Consultant's estimate, at no cost to City, when the lowest bid for construction
10 received by City exceeds by more than ten percent (10%) Consultant's estimate.
11 This modification shall be submitted in a timely fashion to allow City to receive new
12 bids within four (4) months after the date on which the original plans and
13 specifications were submitted by Consultant.

14 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
15 amended, nor any provision or breach waived, except in writing signed by the parties
16 which expressly refers to this Agreement.

17 15. LAW. This Agreement shall be construed in accordance with the
18 laws of the State of California, and the venue for any legal actions brought by any party
19 with respect to this Agreement shall be the County of Los Angeles, State of California for
20 state actions and the Central District of California for any federal actions. Consultant
21 shall cause all work performed in connection with construction of the Project to be
22 performed in compliance with (1) all applicable laws, ordinances, rules and regulations of
23 federal, state, county or municipal governments or agencies (including, without limitation,
24 all applicable federal and state labor standards, including the prevailing wage provisions
25 of sections 1770 *et seq.* of the California Labor Code); and (2) all directions, rules and
26 regulations of any fire marshal, health officer, building inspector, or other officer of every
27 governmental agency now having or hereafter acquiring jurisdiction.

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1 16. PREVAILING WAGES.

2 A. Consultant agrees that all public work (as defined in California
3 Labor Code section 1720) performed pursuant to this Agreement (the "Public
4 Work"), if any, shall comply with the requirements of California Labor Code
5 sections 1770 *et seq.* City makes no representation or statement that the Project,
6 or any portion thereof, is or is not a "public work" as defined in California Labor
7 Code section 1720.

8 B. In all bid specifications, contracts and subcontracts for any
9 such Public Work, Consultant shall obtain the general prevailing rate of per diem
10 wages and the general prevailing rate for holiday and overtime work in this locality
11 for each craft, classification or type of worker needed to perform the Public Work,
12 and shall include such rates in the bid specifications, contract or subcontract.
13 Such bid specifications, contract or subcontract must contain the following
14 provision: "It shall be mandatory for the contractor to pay not less than the said
15 prevailing rate of wages to all workers employed by the contractor in the execution
16 of this contract. The contractor expressly agrees to comply with the penalty
17 provisions of California Labor Code section 1775 and the payroll record keeping
18 requirements of California Labor Code section 1771."

19 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
20 constitutes the entire understanding between the parties and supersedes all other
21 agreements, oral or written, with respect to the subject matter in this Agreement.

22 18. INDEMNITY.

23 A. Consultant shall indemnify, protect and hold harmless City, its
24 Boards, Commissions, and their officials, employees and agents ("Indemnified
25 Parties"), from and against any and all liability, claims, demands, damage, loss,
26 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
27 costs and expenses, including attorneys' fees, court costs, expert and witness
28 fees, and other costs and fees of litigation, arising or alleged to have arisen, in

1 whole or in part, out of or in connection with (1) Consultant's breach or failure to
2 comply with any of its obligations contained in this Agreement, including any
3 obligations arising from the Project's compliance with or failure to comply with
4 applicable laws, including all applicable federal and state labor requirements
5 including, without limitation, the requirements of California Labor Code section
6 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations
7 committed by Consultant, its officers, employees, agents, subcontractors, or
8 anyone under Consultant's control, in the performance of work or services under
9 this Agreement (collectively "Claims" or individually "Claim").

10 B. In addition to Consultant's duty to indemnify, Consultant shall
11 have a separate and wholly independent duty to defend Indemnified Parties at
12 Consultant's expense by legal counsel approved by City, from and against all
13 Claims, and shall continue this defense until the Claims are resolved, whether by
14 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
15 breach, or the like on the part of Consultant shall be required for the duty to defend
16 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
17 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
18 in the defense.

19 C. If a court of competent jurisdiction determines that a Claim
20 was caused by the sole negligence or willful misconduct of Indemnified Parties,
21 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
22 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
23 percentage of willful misconduct attributed by the court to the Indemnified Parties.

24 D. The provisions of this Section shall survive the expiration or
25 termination of this Agreement.

26 19. AMBIGUITY. In the event of any conflict or ambiguity between this
27 Agreement and any Exhibit, the provisions of this Agreement shall govern.

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1 20. NONDISCRIMINATION.

2 A. In connection with performance of this Agreement and subject
3 to applicable rules and regulations, Consultant shall not discriminate against any
4 employee or applicant for employment because of race, religion, national origin,
5 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
6 disability. Consultant shall ensure that applicants are employed, and that
7 employees are treated during their employment, without regard to these bases.
8 These actions shall include, but not be limited to, the following: employment,
9 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
10 termination; rates of pay or other forms of compensation; and selection for training,
11 including apprenticeship.

12 B. It is the policy of City to encourage the participation of
13 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
14 procurement process, and Consultant agrees to use its best efforts to carry out
15 this policy in its use of subconsultants and contractors to the fullest extent
16 consistent with the efficient performance of this Agreement. Consultant may rely
17 on written representations by subconsultants and contractors regarding their
18 status. Consultant shall report to City in May and in December or, in the case of
19 short-term agreements, prior to invoicing for final payment, the names of all
20 subconsultants and contractors hired by Consultant for this Project and information
21 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
22 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
23 637).

24 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
25 accordance with the provisions of the Ordinance, this Agreement is subject to the
26 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
27 Long Beach Municipal Code, as amended from time to time.

28 A. During the performance of this Agreement, the Consultant

1 certifies and represents that the Consultant will comply with the EBO. The
2 Consultant agrees to post the following statement in conspicuous places at its
3 place of business available to employees and applicants for employment:

4 "During the performance of a contract with the City of Long Beach,
5 the Consultant will provide equal benefits to employees with spouses and its
6 employees with domestic partners. Additional information about the City of
7 Long Beach's Equal Benefits Ordinance may be obtained from the City of
8 Long Beach Business Services Division at 562-570-6200."

9 B. The failure of the Consultant to comply with the EBO will be
10 deemed to be a material breach of the Agreement by the City.

11 C. If the Consultant fails to comply with the EBO, the City may
12 cancel, terminate or suspend the Agreement, in whole or in part, and monies due
13 or to become due under the Agreement may be retained by the City. The City
14 may also pursue any and all other remedies at law or in equity for any breach.

15 D. Failure to comply with the EBO may be used as evidence
16 against the Consultant in actions taken pursuant to the provisions of Long Beach
17 Municipal Code 2.93 et seq., Contractor Responsibility.

18 E. If the City determines that the Consultant has set up or used
19 its contracting entity for the purpose of evading the intent of the EBO, the City may
20 terminate the Agreement on behalf of the City. Violation of this provision may be
21 used as evidence against the Consultant in actions taken pursuant to the
22 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor
23 Responsibility.

24 22. NOTICES. Any notice or approval required by this Agreement shall
25 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
26 postage prepaid, addressed to Consultant at the address first stated above, and to City at
27 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
28 copy to the City Engineer at the same address. Notice of change of address shall be

1 given in the same manner as stated for other notices. Notice shall be deemed given on
2 the date deposited in the mail or on the date personal delivery is made, whichever occurs
3 first.

4 23. COPYRIGHTS AND PATENT RIGHTS.

5 A. Consultant shall place the following copyright protection on all
6 Data: © City of Long Beach, California ____, inserting the appropriate year.

7 B. City reserves the exclusive right to seek and obtain a patent
8 or copyright registration on any Data or other result arising from Consultant's
9 performance of this Agreement. By executing this Agreement, Consultant assigns
10 any ownership interest Consultant may have in the Data to City.

11 C. Consultant warrants that the Data does not violate or infringe
12 any patent, copyright, trade secret or other proprietary right of any other party.
13 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
14 and employees harmless from any and all claims, demands, damages, loss,
15 liability, causes of action, costs or expenses (including reasonable attorney's fees)
16 whether or not reduced to judgment, arising from any breach or alleged breach of
17 this warranty.

18 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
19 that Consultant has not employed or retained any entity or person to solicit or obtain this
20 Agreement and that Consultant has not paid or agreed to pay any entity or person any
21 fee, commission or other monies based on or from the award of this Agreement. If
22 Consultant breaches this warranty, City shall have the right to terminate this Agreement
23 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
24 from payments due under this Agreement or otherwise recover the full amount of the fee,
25 commission or other monies.

26 25. WAIVER. The acceptance of any services or the payment of any
27 money by City shall not operate as a waiver of any provision of this Agreement or of any
28 right to damages or indemnity stated in this Agreement. The waiver of any breach of this

1 Agreement shall not constitute a waiver of any other or subsequent breach of this
2 Agreement.

3 26. CONTINUATION. Termination or expiration of this Agreement shall
4 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
5 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

6 27. TAX REPORTING. As required by federal and state law, City is
7 obligated to and will report the payment of compensation to Consultant on Form 1099-
8 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
9 resulting from payments under this Agreement. Consultant shall submit Consultant's
10 Employer Identification Number (EIN), or Consultant's Social Security Number if
11 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
12 Financial Management. Consultant acknowledges and agrees that City has no obligation
13 to pay Consultant until Consultant provides one of these numbers.

14 28. ADVERTISING. Consultant shall not use the name of City, its
15 officials or employees in any advertising or solicitation for business or as a reference,
16 without the prior approval of the City Manager or designee.

17 29. AUDIT. City shall have the right at all reasonable times during the
18 term of this Agreement and for a period of five (5) years after termination or expiration of
19 this Agreement to examine, audit, inspect, review, extract information from and copy all
20 books, records, accounts and other documents of Consultant relating to this Agreement.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

30. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

CELPLAN TECHNOLOGIES, INC., a
Virginia Corporation

By Leonard Korowajczuk
Name Leonard Korowajczuk
Title CEO

By PMO LITE
Name PMO LITE
Title COO

"Consultant"

CITY OF LONG BEACH, a municipal
corporation
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

By [Signature]
City Manager
Assistant City Manager

"City"

This Agreement is approved as to form on February 25, 2015.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

Services: None

EXHIBIT “B”

Rates or Charges for Services: None

EXHIBIT “C”

City Representative Named: None

5.1 Price Sheet

On the included pages, the City's specification and price sheet is completed with price information and notes, as applicable.

Video System Parts

EXHIBIT D

(in US\$)

Item	Minimum Requirements	Quantity	Unit Cost																																																																						
Motherboard/CPU Combo -	2x240 pin memory slots; DDR 2800/667 memory standard; 4GB maximum memory supported; Dual Channel supported; Expansion Slots, 1 PCI Slot, SATA 2 x SATA 3.0Gb/s storage devices; SVGA onboard video chipset; onboard audio; audio chipset; onboard LAN chipset min: 10/100 ethernet; 10/100Mbps LAN speed; PS/2 rear panel ports; D-Sub video ports; 4 x USB 2.0; 3 audio ports; Internal I/O connectors; 4 x USB 2.0 Onboard USB	1	777.20																																																																						
Physical Specifications	Mini ITX; 6.7" x 6.7"; DDR2 800/666 Memory; 1TB 3.5"/2TB 3.5" SATA drives; unmanaged industrial switch; 5 10/100 ports; operating temperature -40 to +85 degrees C; cold startup at -40 degrees C; vibration IEC60068-2-6; humidity 5 to 95% HR; metal case, 5 ports; 10/100 port speed; RJ-45 port connection.																																																																								
Electronics enclosure Pole Mount	Universal pole mounting kit-pole diameter 3 to 4 inches; stainless steel rails; rails securely bolted to the enclosure; stamped in gripping edges rails to grip pole; heavy duty U bolts to secure enclosure to the pole.	1	\$ 133.88																																																																						
Electronics enclosure	Fiberglass reinforced polyester; machine tool gray in color; 12 VDC voltage; .10 in. (2.5 mm) thick anodized aluminum mounting plate 16.8 x 14.8 inches (42.6 x 37.5 cm); 21.8 lbs (9.9 kg) weight; 19.5 x 17.5 x 10 (49.5 x 44.4 x 25.4 cm) maximum outside dimensions; 17.7 x 15.7 x 8.5 inches (44.9 x 39.9 x 21.6 cm) inside dimensions; UL 94-5V flame rating; RoHS compliant; 1/2" cable conduit connector; NEMA Type 3R, 3RX / IP24 rated.	1	\$ 464.10																																																																						
Cables	LMR 400 cable for interface from panels to AP's, LMR 400 N style connectors; RG59 20 gauge coax; BNC connectors for RG59 20 gauge cable; two pair twisted with shield 20 gauge stranded wire for pan tilt positioning; 12 gauge THHN stranded (blue) power interconnect; 12 gauge THHN standard (white) power interconnect; 12 gauge THHN stranded (green) power interconnect.	1	777.20																																																																						
Wi-Fi Network Adapter 2.4 mhz, 4.9 Mhz, 5.x Mhz selectable	a) Transceiver type: Broadband, Time Division Duplex, OFDM, non line of site capable b) Transceiver frequency: Public safety 4940-4990 Mhz as primary band, with software selection for 2.4 GHz or 5. x GHz bands c) Channel Bandwidth: 5, 10, 20 MHz (software selectable) d) PCI Interface: PCI interface into PC motherboard e) Antenna diversity: Antenna diversity supported for each radio f) Power Output (from radio) 20dbm minimum, adjustable g) Receiver sensitivity: Exceeding values in table below <table><tr><th colspan="2">Receiver Sensitivity in dBm</th><th colspan="3">Bandwidth in MHz</th></tr><tr><th colspan="2">Transmission Data Rate (Mbps)</th><th>20</th><th>10</th><th>5</th></tr><tr><td>54</td><td></td><td>-72</td><td></td><td></td></tr><tr><td>48</td><td></td><td>-74</td><td></td><td></td></tr><tr><td>36</td><td></td><td>-81</td><td></td><td></td></tr><tr><td>24</td><td></td><td>-84</td><td>-77</td><td></td></tr><tr><td>18</td><td></td><td>-86</td><td>-84</td><td></td></tr><tr><td>12</td><td></td><td>-88</td><td>-87</td><td>-80</td></tr><tr><td>9</td><td></td><td>-89</td><td>-89</td><td>-87</td></tr><tr><td>6</td><td></td><td>-91</td><td>-91</td><td>-90</td></tr><tr><td>4.5</td><td></td><td></td><td>-92</td><td>-92</td></tr><tr><td>3</td><td></td><td></td><td>-94</td><td>-94</td></tr><tr><td>2.25</td><td></td><td></td><td></td><td>-95</td></tr><tr><td>1.5</td><td></td><td></td><td></td><td>-97</td></tr></table> h) Data Protocol: WIFI based i) Security: AES j) QoS: IEEE 802.1p / 802.1q (Vendor shall specify other QoS features) k) Remote Management: SNMP, TelNet l) Digital Connection type: RJ45	Receiver Sensitivity in dBm		Bandwidth in MHz			Transmission Data Rate (Mbps)		20	10	5	54		-72			48		-74			36		-81			24		-84	-77		18		-86	-84		12		-88	-87	-80	9		-89	-89	-87	6		-91	-91	-90	4.5			-92	-92	3			-94	-94	2.25				-95	1.5				-97	1	\$ 344.25
Receiver Sensitivity in dBm		Bandwidth in MHz																																																																							
Transmission Data Rate (Mbps)		20	10	5																																																																					
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18		-86	-84																																																																						
12		-88	-87	-80																																																																					
9		-89	-89	-87																																																																					
6		-91	-91	-90																																																																					
4.5			-92	-92																																																																					
3			-94	-94																																																																					
2.25				-95																																																																					
1.5				-97																																																																					
PCI LAN Adapter	PCI Interface into PC motherboard; onboard LAN chipset min: 10/100/1G ethernet; 10/100Mbps / 1ghz LAN speed.	1	\$ 51.00																																																																						

1) Power supply is not part of enclosure, and voltage would relate to power supply, and as such we understand reference to "12VDC" is not applicable.

2) Mini PCI radio available for PC slot support 4.9 GHz, but not 2.4 GHz or 5.x GHz. Required Mini PCI to PCI adaptor is additional \$36.98.

3) RJ45 port does not apply to Mini PCI radio, and should be provided for through Motherboard.

u. Attachment 1

(in US \$)

Motherboard/CPU Combo		Minimum Requirement	Unit Cost
Memory		Motherboard / CPU	242.25
Number of Memory Slots :		2x240pin	
Memory Standard:		DDR2 800/667	
Maximum Memory Supported:		4GB	
Channel Supported :		Dual Channel	
Expansion Slots			
PCI Slots :		1	
Storage Devices :		SATA 2 x SATA 3.0Gb/s	
Onboard Video		SVGA	
Onboard Video Chipset			
Onboard Audio			
Audio Chipset			
Onboard LAN		LAN Chipset Min: 10/100 ethernet	
LAN Speed		10/100Mbps	
Rear Panel Ports		PS/2 x2	
Video Ports		D-Sub	
USB 1.1/2.0		4 x USB 2.0	
Audio Ports		3 Ports	
Internal I/O Connectors			
Onboard USB		4 x USB 2.0	
Physical Spec			
Form Factor		Mini ITX	
Dimensions		6.7" x 6.7"	
Memory		DDR2 800/666	57.38
SATA Drives		1TB 3.5"	140.25
		2TB 3.5"	165.75
Network Switch			165.76
Description		Unmanaged industrial switch. 5 10/100 ports. Operating temperature -40 to +85 degrees C. Cold startup at -40 degrees C. Vibration IEC60068-2-6. Humidity 5 to 95% HR. Metal case.	771.39
Number of Ports		5	
Port Speed		10/100	
Port Connection		RJ-45	

1) Switch for more restricted temperature range is available for \$82.88

(500ft)
 (500ft)
 (500ft)
 (100ft)
 (100ft)
 (100ft)

2) Power supply is not part of enclosure, and voltage would relate to power supply, and as such we understand this reference in the specification is not relevant.

Video System Parts

Video Encoders Single Port	H.264 (MPEG-4 part 10/AVC) Motion JPEG video compression; 176x120 to 720x576 resolution; H.264 30/25 (NTSC/PAL) fps in all resolutions frame rate; 30/25 (NTSC/PAL) fps in all resolutions frame rate motion JPEG; multi-stream H.264 and motion JPEG: 3 simultaneous, individually configured streams in max. resolution at 30/25 fps, more streams if identical or limited in frame rate/resolution; controllable frame rate and bandwidth VBR/CBR H.264	1	\$ 589.39
	Image settings: Compression, color, brightness, contrast; Rotation: 90°, 180°, 270°; aspect ratio correction; mirroring of images; text and image overlay; privacy mask; enhanced deinterlace filter;		
	Pan/Tilt/Zoom: Wide range of analog PTZ cameras supported (drivers available for download at www.axis.com), 100 presets, guard tour, PTZ control queue. Supports Windows compatible joysticks; two way, full duplex audio streaming; AAC-LC 8 kHz 32 kbit/s, 16 kHz 64 kbit/s, G.711 PCM 8 kHz 64 kbit/s, G.726 ADPCM 8 kHz 32 or 24 kbit/s audio compression; external microphone input or line input, line level output.		
	Security: Password protection, IP address filtering HTTPS encryption IEEE 802.1X network access control, digest authentication, user access log.		
	Supported protocols: IPv4/v6, HTTP, HTTPS, QoS layer 3 DiffServ, FTP, SMTP, Bonjour, UPnP, SNMPv1/v2c/v3(MIB-II), DNS, DynDNS, NTP, RTSP, RTP, TCP, UDP, IGMP, RTCP, ICMP, DHCP, ARP, SOCKS		
Video encoder Dual port	Video standards MPEG-4; video data rate 9.6 kbps - 6 Mbps per channel; video resolution 704 x 576/480 (D1/4CIF: 25/30 IPS), 704 x 288/240 (2CIF: 25/30 IPS), 352 x 576/480 (Half D1: 25/30 IPS), 352 x 288/240 (CIF: 25/30 IPS), 176 x 144/120 (QCIF: 25/30 IPS); GOP structure I, IP; overall delay (IP) MPEG-4: 120 ms; network protocols RTP, TelNet, UDP, TCP, IP, HTTP, IGMP V2, ARP, SNMP; software update Flash ROM, remote programmable.	1	\$ 1,801.47
	Configuration Via web browser, built-in web server interfaces; video In 2x analog composite: NTSC/PAL; BNC connector 75 Ohm switchable, 0.7 - 1.2 Vp-p; Alarm In 4x (non-isolated closure contact type), max. activation resistance 10 Ohm; Relay Out 1x, 30 Vp-p, 2 A; Connectors 14 position spring clamp contact for alarm, relay and COM port; COM Port 1x RS-232/422/485, spring clamp contacts; USB Port 1x 2.0 external interface*.		
	Ethernet 10/100Base-T, auto-sensing, half/full duplex, RJ-45; Audio Model VIP X2A; Audio Standard G.711; 300 Hz - 3.4 kHz; Audio Data Rate 80 kbit/s; Audio Sampling Rate 8 kHz; Line In Dual channel via stereo jack 3.5 mm, 9 kOhm typ., 5.5 Vpp max.; Line Out Dual channel via stereo jack 3.5 mm, 16 Ohm min., 3 Vpp max.; Microphone In CombiCon plug, 2kOhm typ., 2.8 Vpp max. -20dB, supply 2.3 V typ.; Speaker Out CombiCon plug, 4 Ohm min., 6 Vpp max., power RMS 1 W.		
	Environmental: Input Voltage 12 - 24 VDC, spring clamp contact; Power Consumption Approx. 10 VA; Power supply unit approx. 0.2 kg (0.44 lb) in weight; operating temperature 0°C - 40°C (32°F - 104°F) ambient temperature.		
Video encoder Four port	H.264 (MPEG-4 Part 10/AVC, motion JPEG video compression; resolutions NTSC: 720x480 to 176x120, PAL: 720x576 to 176x144; H.264 30.25 (NTSC/PAL) fps in all resolutions frame rate; Motion JPEG 30/25 (NTSC/PAL) fps in all resolutions; video streaming: Multiple, individually configurable streams per channel in H.264 and/or Motion JPEG: 3 simultaneous streams in max. resolution at 30/25 fps from each channel; more streams if identical or limited in frame/rate resolution; controllable frame rate and bandwidth VBR/CBR H.264.	1	\$ 1,054.77
	Image settings: Compression, color, brightness, contrast; Rotation: 90°, 180°, 270°; Aspect ratio correction; Mirroring of images; Text and image overlay; Privacy mask; Enhanced deinterlace filter.		
	Audio streaming: Two way, half-duplex on Channel 1; Audio Compression: AAC-LC 8 kHz 32 kbit/s, 16 kHz 64 kbit/s; G.711 PCM 8 kHz 64 kbit/s; G.726 ADPCM 8 kHz 32 or 24 kbit/s. Audio Input/output: External microphone input or line input, line level output.		
	Security: Password protection, IP address filtering, HTTPS* encryption, IEEE 802.1X* network access control, digest authentication, user access log.		
	Supported protocols: IPv4/v6, HTTP, HTTPS*, IEEE 802.1X*, QoS layer 3 DiffServ, FTP, SMTP, Bonjour, UPnP, SNMPv1/v2c/v3(MIB-II), DNS, DynDNS, NTP, RTSP, RTP, TCP, UDP, IGMP, RTCP, ICMP, DHCP, ARP, SOCKS		

3,445.63 ✓

Video System Parts

Power Supply	MW / RS-100-12	1	\$ 103.63
	Voltage; Rated current, current range, rated Pwr		
	12V, 8.5A, 0 ~ 8.5A, 102 W		
	R&N, Volt. Adj., Tol., Line Reg. Load Reg. Eff. OVP		
	120mV, 11.4 ~ 13.2V, ±1.0%, ±0.5% ±0.5% 81% 13.8 ~ 16.2V		
Battery Backup	Battery; 12 VDC; Lead Acid; 5; Rechargeable; 12; 3.54 In. L x 2.76 In. W x 3.9; computer motherboard power supply PICOPSU-15-XT; PicoPSU-150-XT, 102W Power Kit contains:	1	\$ 95.63 ⁴⁾
	- DC-DC ATX PSU: picoPSU-150-XT		
	- Power adapter: AC-DC 12V, 8.5A Switching Power Adapter		
	- 12V-ATX cable (4 pin power)		
	- Fits 24 pin mini-ITX boards		
	- Configurable wire harness		
	- Power cord		
	- ROHS compliant version		
Camera Licences	Server / NVR for Omnicast 4.7 provides support for new hardware and includes cutting-edge product features like video trickling, simplification of unit enrolment, HTTPS support on selected cameras, Cross Line Detection support for H.264 as well as M-PEG4.	1	\$ 245.00
Fixed Outdoors CAMERA/OPTICS	Dome smoked; super dynamic (SDS) day/night; wide dynamic range models.	1	\$ 510.00
	Pendant mount, outdoor		
	Corner mount, indoor or outdoor		
	Flush mount kit		
	Pole Mount Plate to mount Wall Mount to pole		
	Compact wall mount to Pendant		
	Image Sensor 1/3-Inch Interline transfer CCD		
	Effective Pixels, NTSC 976 (H) x 494 (V)		
	Scanning Area 0.19-inch (H) x 0.14-inch (V) (4.8 x 3.6 mm)		
	Scanning System 2:1 Interlace		
	Scanning Lines: NTSC, 525 lines		
	Scanning Frequency: NTSC, Horizontal, 15.734 kHz, Vertical, 59.95 Hz		
	Synchronization: Internal LL (phase adjustable power supply synchronization)		
	Horizontal Resolution: 650 TV lines, typical (color mode) 700 TV lines or more (B-W mode)		
	Minimum Illumination: 0.1 lux (color mode), 0.003 lux (sensitivity up x32), 0.01 lux (B-W mode), 0.0003 lux (sensitivity up x32)		
	Dynamic range 54 dB/128X, Day/Night type IR filter removal,		
	Video Output: 1.0 Vp-p, NTSC/PAL composite, 75 ohms, BNC connector; auto tracking white balance/automatic balance control; signal-to-noise ratio: 50 dB (equivalent to AGC Off, weight On), 50 dB (equivalent to AGC Off, weight On); 2x varifocal lens; 3.8 ~ 8.0 mm focal length; f/14 (WIDE) to f/1.8 (TELE) F-Number; 3.9 ft (1.2 m) focus range; 73.6° wide zoom; 35.6° telephoto zoom; angle of view horizontal/vertical 53.4° wide zoom; 26.6° telephoto zoom; ±170° panning range; ±75° tilting range; ±100° rotation range.		
PTZ Outdoors CAMERA/OPTICS, Day/Night (35X) PENDANT MODEL, Dome Clear	Pole mount plate to mount wall mount to pole Mount: 67.58	1	Camera: \$ 2487.65
	Wall mount arm to pendant		
	Sensor 1/4-inch EXview HAD™, 768 (H) X 494 (V), 752 (H) X 582 (V), Horizontal Resolution NTSC, >540 TV Lines; Lens f/1.4 (focal length, 3.4 ~ 119 mm) f/1.4 (focal length, 3.4 ~ 91.8mm); zoom 35X optical, 12X digital; zoom speed (optical range) 3.2/4.6/6.6 seconds; horizontal 55.8° at 3.4 mm wide zoom; 1.7° at 119 mm telephoto zoom angle of view; automatic with manual override focus; maximum sensitivity at 35 IRE, NTSC/EIA, 0.55 lux at 1/60 sec (color), 0.018 lux at 1/2 sec (color), 0.00018 lux at 1/2 sec (B-W); Sync System internal/AC line lock, phase adjustable using remote control; V-Sync; white balance automatic with manual override; shutter speed NTSC automatic (electronic Iris)/Manual 1/2 ~ 1/30,000; Automatic Iris control with manual override; Automatic/OFF gain control; 1 Vp-p, 75 ohms video output; >50 dB video signal-to-noise; 128X wide dynamic range; Integrated/selectable electronic image stabilization; Integrated/selectable image enhancement.		
Tax			\$
Shipping			\$
Total			\$

4) Part is obsolete, and part PicoPSU 160XT is offered instead.

3441.91
8642.16

5.2 Notes, Term and Conditions

Notes, terms and conditions to our offer include:

- Validity: Validity of proposal is 3 months.
- Payment terms (30-day net) are as follows:
 - 100% of amount is due at time shipment
- Pricing includes shipping charges, but excludes applicable taxes. Taxes will be added to invoices as applicable.
- All pricing includes a one-time, special 20% project-discount.
- Warranty is provided limited to standard applicable manufacturer warranty.
- Delivery time in forms section (14 calendar days) is typical, and actual time depends on available stock from providers.
- CelPlan will not take any responsibility for damage due to misuse, mishandling, accidents, purposely inflicted damage, vandalism, natural disaster, etc., from time of delivery to Customer site. The Customer will be responsible for cost or provisioning of appropriate insurance or repair/replacement costs. We will charge the Customer for the repair and/or replacement components, and associated services.

*****REBID*****
PA02012
SURVEILLANCE CAMERAS & PARTS

EXHIBIT D

BID SECTION

The City of Long Beach Technology Services Department (TSD) maintains over 100 surveillance cameras and the associated infrastructure equipment to support them throughout the City. Surveillance cameras are expected to surpass over 200 in the next year. The attached parts list contains the equipment that will be used to repair, replace, upgrade, and expand the City's video surveillance network. Please provide the cost for each item on the list and please provide estimated delivery time from date and time of order placement.

PAYMENT TERMS 30 days net

This contract is subject to extension for two additional one (1) year periods from the date of expiration of this contract, at the option of the City, in accordance with the options granted in your bid.

Price Increase shall not exceed 5 % during the first renewal option.

Price Increase shall not exceed 5 % during the second renewal option.