

**IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA**

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
WITH STOMMEL INC., DBA LEHR FOR A THREE-YEAR TERM, IN AN  
AMOUNT NOT TO EXCEED \$600,000.**

The City of Livermore routinely purchases vehicles that require the installation and repair of additional equipment to fulfill various functions. The City published a request for bids for vehicle outfitting and repair services pursuant to the requirements of Livermore Municipal Code section 2.63.390, which allows the City of Livermore to utilize the bidding results to enter into an agreement for these services. Only one bidder responded and met all of the requirements of the bid process. Staff reviewed the bid and recommend the City Council award an agreement to Stommel Inc., DBA Lehr.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Livermore authorizes the City Manager to sign, on behalf of the City of Livermore, an agreement with Stommel Inc., DBA Lehr attached hereto as Exhibit A, for a total amount not-to-exceed amount of \$600,000 to perform on-call services to outfit and repair City emergency vehicles.


On motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the foregoing resolution was passed and adopted on April 26, 2021, by the following vote:

AYES: COUNCIL MEMBERS:  
NOES: COUNCIL MEMBERS:  
ABSENT: COUNCIL MEMBERS:  
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

\_\_\_\_\_  
Marie Weber  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tara Mazzanti  
Assistant City Attorney

RESOLUTION NO. \_\_\_\_\_

**CITY OF LIVERMORE**

**REQUEST FOR BID #4227**

**For: VEHICLE OUTFITTING & REPAIR SERVICES**

**BIDDER'S PROPOSAL**

The undersigned bidder declares that he/she has carefully examined the General Conditions and Scope of Work for: **VEHICLE OUTFITTING & REPAIR SERVICES** for the City of Livermore. The undersigned further declares that this proposal is made according to the provisions and under the terms of the "Notice to Bidders" which document is made a part of this bid. Bidder must submit response no later than February 25<sup>th</sup>, 2021 at 2:00 PM to:

**City of Livermore**

Leslie Young, Purchasing Specialist

1052 South Livermore Avenue

Livermore, California 94550

**COOPERATIVE PURCHASING**

Would you be willing to offer these prices to other Government Agencies at the same bid price? (Your response will in no way affect the award of this Bid and all contracts must be issued directly from other Agencies with awarded vendor):

YES

X

NO

DATE:

2/18/2021

BY:

Mary Pagliero  
(PLEASE SIGN)

MARY PAGLIERO, BRANCH MANAGER  
(PRINT NAME & TITLE)

COMPANY:

STOMMEL, INC DBA LEHR

ADDRESS:

661 GARCIA AVE

PITTSBURG, CA 94565

CELL #:

925-370-2144

E-MAIL:

mary@lehrauto.com

ALL BLANKS IN SPECIFICATIONS MUST BE FILLED IN OR BID WILL BE CONSIDERED UNRESPONSIVE. EACH BID MUST BE ACCOMPANIED BY A COMPLETE COPY OF THESE SPECIFICATIONS, INCLUDING ANY ADDENDA ISSUED (IF ANY).

"EXHIBIT A"

**CITY OF LIVERMORE**

**REQUEST FOR BID #4227**

**For: VEHICLE OUTFITTING & REPAIR SERVICES**

**SCOPE OF SERVICES**

**Contractor shall provide all necessary labor, materials, supplies, and equipment to complete the following work tasks:**

1. Provide on- call installation services of after-market emergency equipment and accessory installations of public safety vehicles.
2. Provide on-call troubleshooting and repairs to vehicles, parts, and applicable software that is malfunctioning.
3. Equipment and repair services that will be typically requested, but not limited to, will be:
  - Emergency Lighting
  - Siren and Light Control Devices
  - External Communications Antennas
  - Vehicle Hardware (Push Bumper)
  - Investigative Data Platforms (Automatic license plate readers)
  - Storage systems
  - Weapon Control systems
  - Cages
  - Computer docking hardware
  - Electrical systems
  - Automatic Door releases
  - Communication Systems

## **TERMS OF WORK**

1. This agreement does not obligate the City to any particular amount of work to be completed by Contractor.
2. All vehicle outfitting must comply with Department of Transportation, National Highway Traffic Safety Administration, California Vehicle Code, California Code of Regulations Title 13 and Title 49 Regulations and Standards.
3. City reserves the right to halt work at any time for noncompliance with this agreement, or unsafe work conditions or practices.
4. Contractor shall keep worksites reasonably clear of debris and protect the safety of the public and City employees at all times. Contractor shall promptly remove all materials and spoils from each job site upon completion of the work.
5. All debris or spoils generated by the work of Contractor shall be properly disposed of by Contractor.
6. City will generate a task order for all work to be completed which shall dictate the scope of the work to be completed.
7. Contractor shall warranty all work for a minimum of ninety days after the completion of the work. Any work required to remedy problems with installation or materials shall be at the sole cost of the Contractor within this ninety-day period.
8. Install all designated items identified in the Bid Specifications into new vehicles.
9. Inspect all transferred/installed equipment and accessories for functionality and proper operations.
10. All installations shall be completed within five (5) business days, unless delays are previously made known and approved by the City Representative.

## PRICING

Prices will be in accordance with submitted bid prices by vendor. Bids submitted shall include the (per hour) labor rate and percentage mark-up on all parts and equipment when required. Vendor invoices are subject to audit by the City of Livermore for pricing validation. Submitted bid pricing shall remain constant throughout the awarded contract period.

## RATE SHEET

The cost quoted below shall include all labor costs, taxes and other charges (except for equipment list) and is the cost the City will pay for the term of any contract that is a result of this bid. Equipment list will include pre-tax costs for bid purposes.

Bidder hereby certifies to City that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty or perjury pursuant to the laws of California.

### Contractor's Labor Rates (Hourly)

Position Description	Hourly Rate	Emergency Hourly Rate
Laborer:	\$ 95.00	\$ 125.00

### Equipment / Parts List

Description	Category	Unit Price
PB450L4 Lighted Push Bumper 2021 UTIL	SETINALTPB	\$ 799.20
PBS PB300/400 FENDER WRAP 2021 UTILITY	SETINA	399.20
PATROL POWER HARNESS FRT MNT PI UNTIL 2021	PATROLPO	630.00
SIREN SPEAKER 100W	WHELENPR	179.99
SPEAKER BRACKET	WHELENPR	26.65
ION MIRROR-BEAMS WHT UTIL 2021	WHELEN	256.75
21TR 47"FULL MULTI-COLORED LIGHTBAR	CODE 3	1541.00
800MHZ ANTENNA, MOTOROLA	RADIO	26.69
34-BL/ AP MULTIMAX FV 5 IN 1 ANTENNA	ANTNAPLU	267.75
2 WIRE HANDLE ASSY	UNITY	52.00
18" L-SHAPE CONS, 8" SLP, 10" LVL 2021 PI SUV	TROY PROD	368.25
FACE PLATE 4"	TROY PROD	INCLUDED
FACE PLATE 3"	TROY PROD	INCLUDED
FACE PLATE 1" BLANK	TROY PROD	INCLUDED
FACE PLATE 4" BLANK	TROY PROD	INCLUDED
FACE PLATE W/3 HOLES 2"	TROY PROD	INCLUDED
DC OUTLET PLUG	TROY PROD	9.00
DUAL USB SOCKET	BLUE SEA	23.71
4" INTERNAL DUAL BEVERAGE HOLDER	TROY PROD	39.00

Description	Category	Unit Price
MAGNETIC MIC KIT	MAGMIC	33.20
LITLITE, 18, LED	FEDSIG	104.00
CONSOLE MOUNTED HEIGHT ADJ SWIVEL ARM REST	TROY PROD	131.25
HINT ON-DASHTABLET PLATE FOR TM-5120 SERIES	HINT	573.75
HINT UNIV ADAPTOR PLATE FOR TM-5120 SERIES	HINT	INCLUDED
MOTOROLA EXTERNAL RADIO SPEAKER	RADIO	47.50
DUAL T-RAIL GUN MT 1 BLAC-RAC-LOCK/1 SHOTGUN LOCK	SETINA	751.20
#10VSC RP COATED POLY PARTITION W/WINDOW SCREEN	SETINA	735.20
REPL SEAT W/CENTER PULL BELTS & 12VS REAR PARTITION	SETINA	1046.40
WINDOW BARRIERS VS STEEL VERTICAL UTILITY 2021	SETINA	215.20
TPO DOOR PANELS BLK, UTIL 2021	SETINA	215.20
TPO FLOOR PAN 2021 UTIL	SETINA	183.20
V DRAIN PLUGS	SETINA	32.80
CARGO BOX DSE-DRWR SLD/ELEC LK BSN-BASE	SETINA	1343.20
CARGO BOX RADIO TRAY	SETINA	311.20
ION LIGHT RED/ BLUE SIDE WINDOW LIGHTS	WHELENPR	89.99
M2 SERIES LED FLASHING AMBER	WHELEN	113.10
M2 SERIES LED FLASHING BLUE	WHELEN	113.10
M2 SERIES FLANGE BLK	WHELEN	6.50
STUD MOUNT MICRON AMBER/BLUE REAR HATCH LIGHTS	WHELEN	86.45
BLACK BRACKET-RIGHT-REAR HATCH LIGHT 2021 UTILITY	DEALERPRTS	51.88
BLACK BRACKET-LEFT-REAR HATCH LIGHT 2021 UTILITY	DEALERPRTS	51.88
WHITE BRACKET-RIGHT-REAR HATCH LIGHT 2021 UTILITY	DEALERPRTS	24.75
WHITE BRACKET-LEFT-REAR HATCH LIGHT 2021 UTILITY	DEALERPRTS	24.75
10' CAT 6 CABLE, WHT	IT MISC	10.95
CARGO WINDOW BARRIER 3 PC 2021 UTILITY	SETINA	295.20
23 SIREN W/SERIAL INTERFACE PUSH BUTTON	CODE 3	849.32
INSTALL MATERIALS	OTHER	150.00

\* Percent of mark-up on material: 0 % Percent markup on invoicing must be demonstrated as a percentage.

Contractor Name: LEHR

Signature: Mary Paglieri

\* SEE ATTACHED DOCUMENT

**ACKNOWLEDGEMENT FORM**  
**FOR: RFB #4227 VEHICLE OUTFITTING AND REPAIRS**

Bidder's acknowledgement and submittal of acceptance of the City of Livermore's terms and conditions of Bid #4227:

Date 2/18/2021

Company Name: LEHR

Address: 661 GARCIA AVE  
PITTSBURG, CA 94565

Phone Number: 925-370-2144 Fax: 925-370-2087

Cell: \_\_\_\_\_

E-mail Address: mary@lehrauto.com

Authorized Signature of Bidder: Mary Pagliero

Print Name of Bidder: MARY PAGLIERO

**\*\*\* Bid responses must be received either by mail or hand delivered To: City of Livermore, Attn: Leslie Young, 1052 S. Livermore Ave., Livermore, CA 94550 on or before 2PM, Thursday, February 25, 2021. \*\*\*\*This is not a public opening and City awards based on Best Value.**



## Sales Quote

Page: 1

661 Garcia Avenue Pittsburg, CA 94565  
Phone: 925-370-2144 Fax: 925-370-2087

Quote Number: 26885  
Document Date: 2/18/2021  
Terms: Net 30  
Payment Method:

Sell City of Livermore  
To: Brian Harris  
3500 Robertson Park Road  
Livermore, CA 94550  
Phone: 925-960-8032

Ship City of Livermore  
To: Brian Harris  
3500 Robertson Park Road  
Livermore, CA 94550  
Phone:

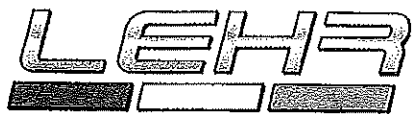
Ship Via Installation at Lehr  
Location: Lehr - Pittsburg  
Blanket PO:

Customer ID 50862  
SalesPerson Mary Pagliero

### Vehicle Information:

Item No.	Description	Category	Quantity	Unit Price	Total Price
BK2019ITU20	PB450L4 LIGHTED PUSH BUMPER 2020 UTIL	SETINA	1	799.20	799.20
FK0400ITU20	PB5 PB300/400 FENDER WRAP 2020 UTILITY	SETINA	1	399.20	399.20
EX0011	PATROL POWER HARNESS FRT MNT PI UTIL 2020	PATROLPO	1	630.00	630.00
SA315P	SIREN SPEAKER 100W	WHELENPR	1	179.99	179.99
SAK1	SPEAKER BRACKET	WHELENPR	1	26.65	26.65
MBFX20CC	ION MIRROR-BEAMS WHT UTIL 2020	WHELEN	1	256.75	256.75
21TR47MCFULL	21TR 47" FULL MULTI-COLORED LIGHTBAR	CODE 3	1	1541.00	1,541.00
HAF4016A	800MHZ ANTENNA, MOTOROLA	RADIO	1	26.69	26.69
AP-MMFCCWWGQS2222R	34-BL/ AP MULTIMAX FV 5 in 1 ANTENNA	ANTNAPLU	1	267.75	267.75
6703-0104	2 WIRE HANDLE ASSY	UNITY	1	52.00	52.00
CC-UV20-L-18	18" L-SHAPE CONS, 8" SLP, 10" LVL 2020 PI SUV	TROY PROD	1	368.25	368.25
FP-C3-Z3	FACE PLATE 4"	TROY PROD	1		
FP-MXTL2500	FACE PLATE 3"	TROY PROD	1		
FP-BLNK1	FACE PLATE 1" BLANK	TROY PROD	1		
FP-BLNK4	FACE PLATE 4" BLANK	TROY PROD	1		
FP-AP12-3	FACE PLATE W/3 HOLES 2"	TROY PROD	1		
L3-AP1SET	DC OUTLET PLUG	TROY PROD	2	9.00	18.00
1016B	DUAL USB SOCKET	BLUE SEA	1	23.71	23.71
AC-INBHG	4" INTERNAL DUAL BEVERAGE HOLDER	TROY PROD	1	39.00	39.00
MMSU-1	MAGNETIC MIC KIT	MAGMIC	2	33.20	66.40
LF18ES-LED	LITLITE,18,LED	FEDSIG	1	104.00	104.00
AC-TB-ARMMNT-58	CONSOLE MOUNTED HEIGHT ADJ SWIVEL ARM REST	TROY PROD	1	131.25	131.25
TM-5126-PIU-20	HINT ON-DASH TABLET & KEYBOARD MNT 2020 UTILITY	HINT	1	573.75	573.75
AP-5120-UNIV	HINT UNIV ADAPTOR PLATE FOR TM-5120 SERIES	HINT	1		
HSN8145B	MOTOROLA EXTERNAL RADIO SPEAKER	RADIO	1	47.50	47.50
GK11191B1SSSCA	DUAL T-RAIL GUN MT 1 BLAC-RAC LOCK/1 SHOTGUN LOCK	SETINA	1	751.20	751.20
PK0419ITU20TM	#10VSC RP COATED POLY PARTITION W/WINDOW SCREEN	SETINA	1	735.20	735.20
QK0635ITU20	REPL SEAT W/CENTER PULL BELTS & 12VS REAR PARTITON	SETINA	1	1046.40	1,046.40





## Sales Quote

Page: 2

661 Garcia Avenue Pittsburg, CA 94565  
Phone: 925-370-2144 Fax: 925-370-2087

Quote Number: 26885  
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Sell City of Livermore  
To: Brian Harris  
3500 Robertson Park Road  
Livermore, CA 94550  
Phone: 925-960-8032

Ship City of Livermore  
To: Brian Harris  
3500 Robertson Park Road  
Livermore, CA 94550  
Phone:

Ship Via Installation at Lehr  
Location: Lehr - Pittsburg  
Blanket PO:

Customer ID 50862  
SalesPerson Mary Pagliero

### Vehicle Information:

Item No.	Description	Category	Quantity	Unit Price	Total Price
WK0514ITU20	WINDOW BARRIERS VS STEEL VERTICAL UTILITY 2020	SETINA	1	215.20	215.20
DK0100ITU20	TPO DOOR PANELS BLK, UTIL 2020	SETINA	1	215.20	215.20
QK0491ITU20	TPO FLOOR PAN 2020 UTIL	SETINA	1	183.20	183.20
PP9640	V DRAIN Plugs	SETINA	1	32.80	32.80
TK0841ITU20-RED	CARGO BOX DSE-DRWR SLD/ELEC LK BSN-BASE SLD/NO LK	SETINA	1	1343.20	1,343.20
TPA9289	CARGO BOX RADIO TRAY	SETINA	1	311.20	311.20
IONJ	ION LIGHT RED/BLUE	WHELENPR	2	89.99	179.98
	SIDE WINDOW LIGHTS				
M2A	M2 SERIES LED FLASHING AMBER	WHELEN	1	113.10	113.10
M2B	M2 SERIES LED FLASHING BLUE	WHELEN	1	113.10	113.10
M2FB	M2 SERIES FLANGE BLK	WHELEN	2	6.50	13.00
MCRNTM	STUD MOUNT MICRON AMBER/BLUE	WHELEN	2	86.45	172.90
	REAR HATCH LIGHTS				
LB5Z-13N364-AA	BLACK BRACKET-RIGHT-REAR HATCH LIGHT 2020 UTILITY	DEALERPRT S	1	51.88	51.88
LB5Z-13N364-BA	BLACK BRACKET-LEFT-REAR HATCH LIGHT 2020 UTILITY	DEALERPRT S	1	51.88	51.88
LB5Z-13N364-A	WHITE BRACKET-RIGHT-REAR HATCH LIGHT 2020 UTILITY	DEALERPRT S	1	24.75	24.75
LB5Z-13N364-B	WHITE BRACKET-LEFT-REAR HATCH LIGHT 2020 UTILITY	DEALERPRT S	1	24.75	24.75
DC-568P-10WHM	10' CAT 6 CABLE, WHT	IT MISC	1	10.95	10.95
WK0040ITU20	CARGO WINDOW BARRIER 3PC 2020 UTILITY	SETINA	1	295.20	295.20
Z3SP-1	Z3 SIREN W/SERIAL INTERFACE PUSH BUTTON	CODE 3	1	849.32	849.32
INSTALL	INSTALL MATERIALS	OTHER	1	150.00	150.00

Amount Subject to Sales Tax 12435.50  
Amount Exempt from Sales Tax 0.00

Subtotal: \$12,435.50  
Total Sales Tax: \$1,150.28

Total: \$13,585.78

PRICING IS DISCOUNTED OFF OF MSRP AS FOLLOWS:

WHELEN 35%

SETINA 20%

HAVIS 25%

SANTA CRUZ GUN LOCK 30%

PATROL POWER HARNESS 25%

MAGMIC 5%

TROY PRODUCTS 25%

HINT 15%

IKEY 23%

AIRGAIN/ANTENNA PLUS 15%

CODE 3 33%

UNITY 40%

FEDERAL SIGNAL 20%

WE ARE MASTER DISTRIBUTORS OF THE ABOVE LISTED  
MANUFACTURERS



LOG #CC21-236

**City Clerk's Office**  
1052 South Livermore Avenue  
Livermore, CA 94550-4899  
Phone: 925.960.4200 Fax: 925.960.4205

**DOCUMENT TRANSMITTAL FORM**

Date: April 29, 2021

To: Email: mary@lehrauto.com

cc: B. Harris  
A. Vicencio

**PLEASE READ THE FOLLOWING:**

☒ Copy of original document sent via Email for your records

<b>Date of Document:</b>	April 27, 2021
<b>Type of Document:</b>	General Services Agreement
<b>Parties:</b>	City of Livermore and Lehr

By: Marie Weber, City Clerk  
Donna Geier  
925.960.4200

## AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 27<sup>th</sup> day of April, 2021, by and between the City of Livermore ("City"), a municipal corporation, and Stommel Inc., DBA LEHR, ("Contractor"), a California corporation.

### RECITALS

City requires services to provide and install equipment on City vehicles.

Contractor warrants it possesses the distinct skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Contractor acknowledges City has relied upon these warranties to retain Contractor.

### AGREEMENT

NOW, THEREFORE, City and Contractor hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. **Retention as Contractor.** City hereby retains Contractor, and Contractor hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.
2. **Relationship of Parties – Independent Contractors.** The relationship of the parties shall be that of independent contractors. Contractor and its employees are not City officers or employees. Contractor is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.
3. **Description of Services.** Contractor shall provide services to provide and install equipment on City vehicles as more particularly set forth in Exhibit "A" (collectively "the Services").
4. **Contractor's Responsibilities.** Contractor shall:
  - (a) Diligently perform the Services in a manner commensurate with industry, professional, and community standards;
  - (b) Provide the resources necessary to complete the Services in a timely manner;
  - (c) Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;
  - (d) Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Contractor to practice its profession and to provide the Services;

- (e) Comply with all laws in effect that are related to Contractor and the Services;
- (f) Coordinate the Services with Brian Harris, Public Works Supervisor ("Project Manager"), or such other person designated as the Project Manager by City;
- (g) Be available to the Project Manager, and other parties referred to Contractor by the Project Manager, to answer questions or inquiries related to the Services;
- (h) Only invoice City for the Services rendered. Contractor's invoice shall be in writing and describe the Services performed for the payment requested. Contractor shall not submit an invoice to City more frequently than once a calendar month;
- (i) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Contractor and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Contractor shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Contractor shall give City 30 calendar-days' written notice prior to destroying the invoices and records, and allow City an opportunity to take possession. If City wants them, Contractor and City shall coordinate their delivery to City in the most efficient manner possible;
- (j) Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services; and,
- (k) Contractor shall correct, at its own expense, all errors in the Services. Should Contractor fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Contractor.
- (l) If applicable, Contractor shall ensure that all work for compensation is taken in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Contractor shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Contractor shall forfeit to the City, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement.
- (m) Contractor's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as applicable regulations and guidelines issued pursuant to the ADA.

5. **Compensation and Payment.**

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of \$ 600,000 ("not-to-exceed amount"). City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services.

(b) City shall pay Contractor no later than 30 days after City receives a written invoice from Contractor and verifies the Services were performed for the payment requested.

6. **Term.** The term of this Agreement commences on April 30 , 2021, and terminates upon the completion of the Services or April 30 , 2024, whichever occurs first.

7. **Termination by City.** City may terminate any portion or all of the Services by giving Contractor at least 30 calendar-days written notice. Upon receipt of a termination notice, Contractor shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Contractor in accordance with Section 5.

8. **Ownership of Documents.** All drawings, designs, data, photographs, reports and other items prepared or obtained by Contractor in the performance of the Services are City's property and Contractor shall deliver them to City upon demand.

9. **Copyright and Right of Use.** All items created by Contractor for City under this Agreement are works made for hire, and Contractor shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Contractor agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Contractor to City and Contractor obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

10. **Confidentiality.** Contractor shall not disclose any confidential or proprietary information received from City to anyone except Contractor's employees who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to City.

**11. Indemnity and Defense.**

**(a) Definitions.** When used in this "Indemnity and Defense" section, these terms have the following meaning:

(1) "City," means the City, its elected officials, officers, directors, employees, agents, or designated volunteers.

(2) "Design Professional," means licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities which offer such services in accordance with the provisions of the California Business and Professions Code listed at California Civil Code, section 2782.8, upon which Contractor relies to meet the obligations of, or perform work pursuant to, this Agreement. Although it is possible, this Agreement does not anticipate that Contractor will be relying on the services of Design Professional or any professional to perform this Agreement.

(3) "Non-Design Professional," means any person or entity upon which Contractor relies to meet the obligations of, or perform work pursuant to, this Agreement who or which is not a Design Professional. This Agreement contemplates that Contractor will be relying on the services of a Non-Design Professionals to perform this Agreement.

(4) "Loss," or "Losses," mean all claim for or actual loss, liability, damage, cost, and expense including but not limited to reasonable attorney, consultant and expert fees, and court costs arising out of or in connection with Contractor's obligation or work to perform this Agreement including the City's active or passive negligence, except for such Loss arising from the sole negligence or willful misconduct of the City.

**(b) Non-Design Professional Services.** Contractor shall defend, indemnify, and hold harmless the City from and against any alleged Loss arising out of, pertaining to, or relating to, the services of any Non-Design Professional.

**(c) Design Professional Services.** For an alleged Loss that solely arises out of, pertains to, or relates to, the services of a Design Professional, Contractor shall defend and indemnify the City solely for such Losses due to the negligence, recklessness, or willful misconduct of the Design Professional(s) as allowed by application of California law, including California Civil Code, section 2782.8, as written on the effective date of this Agreement and according to applicable judicial interpretations.

**(d) Mixed Services.** If an alleged Loss arises out of, pertains to, or relates to both the services of a Design Professional and a Non-Design Professional, Contractor shall defend City against the claimed Loss and shall indemnify and hold harmless City from all Losses alleged against the Non-Design Professional combined with any Losses allegedly due to the negligence, recklessness, or willful misconduct of any Design Professional.

**12. Insurance.** Contractor shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Services.

Upon reasonable written notice, Contractor shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. **Acceptance of Final Payment.** Contractor's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

14. **Acceptance of Work.** City's acceptance of, or payment to Contractor for, the Services does not release Contractor from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Contractor's responsibility or liability by City for any defect or error in the Services.

15. **Conflict of Interest.** Contractor represents that no City employee or official has a financial interest in Contractor. Contractor shall not offer, encourage, or accept any financial interest in any part of Contractor's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Contractor represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

16. **Economic Disclosure.** Contractor shall comply with City's local conflict of interest code and the Political Reform Act, and prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Contractors' financial interest. While it is Contractor's sole responsibility to evaluate its conflicts of interest, the Contractor nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

17. **Non-Exclusive Agreement.** This is a non-exclusive agreement. City reserves the right to provide, and to retain other Contractors to provide, services that are the same or similar to the Services described in this Agreement.

18. **No Assignment.** Contractor shall not assign or subcontract any of the Services without City's prior written consent. For the purposes of this section, a change of fifty-percent or more in the ownership or control of Contractor constitutes an assignment.

19. **Remedies.** All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, the Contractor must present a written claim to City in accordance with Chapter 3.42 of the Livermore Municipal Code.

20. **Construction of Language.** The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or



conflict between the language in the body of the Agreement and an attachment hereto, the language in the body of the Agreement controls.

**21. Entire Agreement; Modification.** This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

**22. Notice.** Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation:

TO CITY:                      Attention:  
                                    City of Livermore  
                                    1052 S Livermore Avenue  
                                    Livermore, California 94550

TO CONTRACTOR: Attention: Forrest Fleming  
                                    Stommel Inc., DBA Lehr  
                                    661 Garcia Avenue  
                                    Pittsburg, CA 94565

**23. Waiver.** Failure to insist upon the strict performance of any term or conditions in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

**24. Severability.** If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

**25. Counterparts.** This Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

\*\*\*\*\*

**Signatures and Attachment List on the Next Page**

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date first written above.

**CONTRACTOR:**

By: Jim Stommel  
Title: President

**Dated:**

3/25/21

**CITY OF LIVERMORE:**

Marc Roberts  
Marc Roberts  
City Manager

**Dated:**

4/27/21

**APPROVED AS TO FORM:**

Tami Appelle  
Assistant City Attorney

**Attachments:**

- Exhibit A -- Scope of Work
- Exhibit B -- Insurance Requirements

**EXHIBIT A**  
**Scope of Work**

Contractor shall provide all necessary labor, materials, supplies, and equipment to complete the following work tasks:

1. Provide on-call installation services of after-market emergency equipment and accessory installations of public safety vehicles.
2. Provide on-call troubleshooting and repairs to vehicles, parts, and applicable software that is malfunctioning.
3. Equipment and repair services that will be typically requested, but not limited to, will be:
  - Emergency Lighting
  - Siren and Light Control Devices
  - External Communications Antennas
  - Vehicle Hardware (Push Bumper)
  - Investigative Data Platforms (Automatic license plate readers)
  - Storage systems
  - Weapon Control systems
  - Cages
  - Computer docking hardware
  - Electrical systems
  - Automatic Door releases
  - Communication Systems

**TERMS OF WORK**

1. This agreement does not obligate the City to any particular amount of work to be completed by Contractor.
2. All vehicle outfitting must comply with Department of Transportation, National Highway Traffic Safety Administration, California Vehicle Code, California Code of Regulations Title 13 and Title 49 Regulations and Standards.
3. City reserves the right to halt work at any time for noncompliance with this agreement, or unsafe work conditions or practices.
4. Contractor shall keep worksites reasonably clear of debris and protect the safety of the public and City employees at all times. Contractor shall promptly remove all materials and spoils from each job site upon completion of the work.
5. All debris or spoils generated by the work of Contractor shall be properly disposed of by Contractor.
6. City will generate a task order for all work to be completed which shall dictate the scope of the work to be completed.
7. Contractor shall warranty all work for a minimum of ninety days after the completion of the work. Any work required to remedy problems with installation or materials shall be at the sole cost of the Contractor within this ninety-day period.
8. Install all designated items identified in the Bid Specifications into new vehicles.
9. Inspect all transferred/installed equipment and accessories for functionality and proper operations.
10. All installations shall be completed within five (5) business days, unless delays are previously made known and approved by the City Representative.

## COMPENSATION

City shall compensate Contractor at the following rates:

### Contractor's Labor Rates (Hourly)

Position Description	Hourly Rate	Emergency Hourly Rate
Laborer:	\$95.00	\$125.00

### Equipment List

Item No.	Description	Category	Quantity	Unit Price	Total Price
BK2019ITU20	PB450LA LIGHTED PUSH BUMPER 2020 UTIL	SETINA	1	799.20	799.20
FK0400ITU20	PBS PB300/400 FENDER WRAP 2020 UTILITY	SETINA	1	399.20	399.20
EX0011	PATROL POWER HARNESS FRT MNT PI UTIL 2020	PATROLPO	1	630.00	630.00
SA315P	SIREN SPEAKER 100W	WHELENPR	1	179.99	179.99
SAK1	SPEAKER BRACKET	WHELENPR	1	26.65	26.65
MBFX20CC	ION MIRROR-BEAMS WHT UTIL 2020	WHELEN	1	256.75	256.75
21TR47MCFULL	21TR 47" FULL MULTI-COLORED LIGHTBAR	CODE 3	1	1541.00	1,541.00
HAF4016A	800MHZ ANTENNA, MOTOROLA	RADIO	1	26.69	26.69
AP-MMFCCWWGQS22222R	34-BL/ AP MULTIMAX FV 5 In 1 ANTENNA	ANTNAPLU	1	267.75	267.75
6703-0104	2 WIRE HANDLE ASSY	UNITY	1	52.00	52.00
CC-UV20-L-18	18" L-SHAPE CONS, 8" SLP, 10" LVL 2020 PI SUV	TROY PROD	1	368.25	368.25
FP-C3-Z3	FACE PLATE 4"	TROY PROD	1		
FP-MXTL2500	FACE PLATE 3"	TROY PROD	1		
FP-BLKN1	FACE PLATE 1" BLANK	TROY PROD	1		
FP-BLKN4	FACE PLATE 4" BLANK	TROY PROD	1		
FP-AP12-3	FACE PLATE W/3 HOLES 2"	TROY PROD	1		
L3-AP1SET	DC OUTLET PLUG	TROY PROD	2	9.00	18.00
1016B	DUAL USB SOCKET	BLUE SEA	1	23.71	23.71
AC-INBHG	4" INTERNAL DUAL BEVERAGE HOLDER	TROY PROD	1	39.00	39.00
MMSU-1	MAGNETIC MIC KIT	MAGMIC	2	33.20	66.40
LF18ES-LED	LITLITE,18,LED	FEDSIG	1	104.00	104.00
AC-TB-ARMMNT-58	CONSOLE MOUNTED HEIGHT ADJ SWIVEL ARM REST	TROY PROD	1	131.25	131.25
TM-5126-PIU-20	HINT ON-DASH TABLET & KEYBOARD MNT 2020 UTILITY	HINT	1	573.75	573.75
AP-5120-UNIV	HINT UNIV ADAPTOR PLATE FOR TM-5120 SERIES	HINT	1		
HSN8145B	MOTOROLA EXTERNAL RADIO SPEAKER	RADIO	1	47.50	47.50
GK11191B1SSSCA	DUAL T-RAIL GUN MT 1 BLAC-RAC LOCK/1 SHOTGUN LOCK	SETINA	1	751.20	751.20
PK0419ITU20TM	#10VSC RP COATED POLY PARTITION W/WINDOW SCREEN	SETINA	1	735.20	735.20
QK0635ITU20	REPL SEAT W/CENTER PULL BELTS & 12VS REAR PARTITON	SETINA	1	1046.40	1,046.40

Item No.	Description	Category	Quantity	Unit Price	Total Price
WK0514ITU20	WINDOW BARRIERS VS STEEL VERTICAL UTILITY 2020	SETINA	1	215.20	215.20
DK0100ITU20	TPO DOOR PANELS BLK, UTIL 2020	SETINA	1	215.20	215.20
QK0491ITU20	TPO FLOOR PAN 2020 UTIL	SETINA	1	183.20	183.20
PP9640	V DRAIN Plugs	SETINA	1	32.80	32.80
TK0841ITU20-RED	CARGO BOX DSE-DRWR SLD/ELEC LK BSN-BASE SLD/NO LK	SETINA	1	1343.20	1,343.20
TPA9289	CARGO BOX RADIO TRAY	SETINA	1	311.20	311.20
IONJ	ION LIGHT RED/BLUE	WHELENPR	2	89.99	179.98
	SIDE WINDOW LIGHTS				
M2A	M2 SERIES LED FLASHING AMBER	WHELEN	1	113.10	113.10
M2B	M2 SERIES LED FLASHING BLUE	WHELEN	1	113.10	113.10
M2FB	M2 SERIES FLANGE BLK	WHELEN	2	6.50	13.00
MCRNTM	STUD MOUNT MICRON AMBER/BLUE	WHELEN	2	86.45	172.90
	REAR HATCH LIGHTS				
LB5Z-13N364-AA	BLACK BRACKET-RIGHT-REAR HATCH LIGHT 2020 UTILITY	DEALERPRT S	1	51.88	51.88
LB5Z-13N364-BA	BLACK BRACKET-LEFT-REAR HATCH LIGHT 2020 UTILITY	DEALERPRT S	1	51.88	51.88
LB5Z-13N364-A	WHITE BRACKET-RIGHT-REAR HATCH LIGHT 2020 UTILITY	DEALERPRT S	1	24.75	24.75
LB5Z-13N364-B	WHITE BRACKET-LEFT-REAR HATCH LIGHT 2020 UTILITY	DEALERPRT S	1	24.75	24.75
DC-568P-10WHM	10' CAT 6 CABLE, WHT	IT MISC	1	10.95	10.95
WK0040ITU20	CARGO WINDOW BARRIER 3PC 2020 UTILITY	SETINA	1	295.20	295.20
Z3SP-1	Z3 SIREN W/SERIAL INTERFACE PUSH BUTTON	CODE 3	1	849.32	849.32
INSTALL	INSTALL MATERIALS	OTHER	1	150.00	150.00

**PRICING IS DISCOUNTED OFF OF MSRP AS FOLLOWS;**

WHELEN 35%

SETINA 20%

HAVIS 25%

SANTACRUZ GUNLOCK 30%

PATROL POWER HARNESS 25%

MAGMIC 5%

TROY PRODUCTS 25%

HINT 15%

IKEY 23%

AIRGAIN/ANTENNA PLUS 15%

CODE 3 33%

UNITY 40%

FEDERAL SIGNAL 20%

WE ARE MASTER DISTRIBUTORS OF THE ABOVE LISTED MANUFACTURERS

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

#### **Minimum Scope and Limits of Insurance**

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:  
**\$2,000,000** per occurrence/**\$4,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:  
**\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:  
Statutory limits as required by the State of California including **\$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Garage Keepers:  
**\$500,000** per occurrence.

#### **Deductibles and Self-Insured Retention**

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

#### **Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

#### **Verification of Coverage**

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.