



AGENDA REPORT

Meeting Date: May 17, 2016
Item Number: D-12
To: Honorable Mayor & City Council
From: Craig Crowder, Fleet Manager
Subject: APPROVAL OF A PURCHASE ORDER IN THE NOT-TO-EXCEED AMOUNT OF \$176,021.70 TO LEHR AUTO ANAHEIM FOR UPFITTING OF VARIOUS TYPES OF PUBLIC SAFETY VEHICLES

Attachment: 1. Agreement #163-15, Lehr Auto Anaheim
2. Letter of Extension for Agreement #163-15

RECOMMENDATION

Staff recommends that the City Council approve a purchase order in the not-to-exceed amount of \$176,021.70 to Lehr Auto Anaheim for upfitting services to various City vehicles for the period May 1, 2016, through April 30, 2017.

DISCUSSION

"Upfitting" is industry jargon for installing or equipping vehicles with emergency equipment. In conjunction with vehicle procurement, Fleet Services staff customarily confers with the user departments to determine the types of emergency equipment for each new vehicle before it is placed in service. For FY 2014-2015 staff identified a number of new vehicles for upfitting: six patrol cars, two K9 vehicles, five traffic-control pickup trucks and three police administration vehicles. Based on these types of vehicles, staff published Bid 15-25 to solicit proposals from upfitting vendors. This solicitation garnered three responsible proposals which were reviewed, evaluated and the Agreement #163-15 (Attachment 1) with Lehr Auto Anaheim was approved by City Council on April 21, 2015.

A Letter of Extension (Attachment 2) was processed on April 28, 2016 for an additional one-year term pursuant to Section 2 of the Agreement #163-15 with Lehr Auto Anaheim. Fleet Services staff projects a similar upfitting workload for the Agreement extension period of May 1, 2016, through May 1, 2017, as determined by vehicles already ordered for the Police, Fire, Public Works Services and Community Services Departments in

FY2015-2016 as well as the vehicles projected to be ordered in FY 2016-2017, and is therefore requesting a similar purchase order value for this period.

FISCAL IMPACT

Funding for this purchase is appropriated from the Fiscal Year 2015-2016 Council-approved Department budget.

Program # / Description of Fund Source	Amount
49008501-850000-08502 / Vehicle Replacement	\$176,021.70


George Chavez
Approved By

Attachment 1

AGREEMENT NO.

163-15

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
LEHR AUTO ANAHEIM FOR UPFITTING OF VARIOUS TYPES
OF PUBLIC SAFETY VEHICLES

NAME OF CONTRACTOR: Lehr Auto Anaheim

RESPONSIBLE PRINCIPAL OF CONTRACTOR: James Stommel, President

CONTRACTOR'S ADDRESS: 1370 North McCan Street
Anaheim, CA 92806
Attention: Kelley Brophy, Sales Manager

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: George Chavez, Director of
Public Works Services

COMMENCEMENT DATE: May 1, 2015

TERMINATION DATE: May 1, 2016 and may be extended as
described in Section 2 of this Agreement

CONSIDERATION: Total Agreement not to exceed \$528,065.10

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
LEHR AUTO ANAHEIM FOR UPFITTING OF VARIOUS TYPES
OF PUBLIC SAFETY VEHICLES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Lehr Auto Anaheim (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation. (Check the Applicable Box)

(a) Compensation

If compensation is based on an hourly rate

CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the rates set forth in Exhibit B.

If compensation is based on a flat fee

CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses [check applicable provision]

If no reimbursable expenses

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

If City reimburses for certain expenses in addition to compensation

CONTRACTOR shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONTRACTOR which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance [check if applicable]

A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+,VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is

available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work

submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

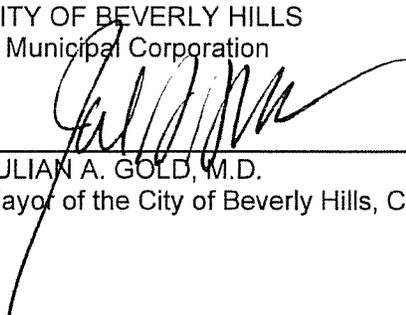
Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the 21st day of April 2015, at Beverly Hills,
California.

CITY OF BEVERLY HILLS
A Municipal Corporation



JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

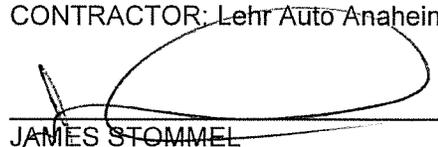
ATTEST:



BYRON POPE
City Clerk

(SEAL)

CONTRACTOR: Lehr Auto Anaheim



JAMES STOMMEL
President



LINDA STOMMEL
Secretary

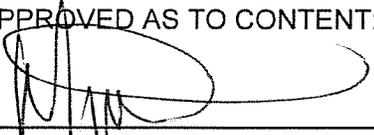
[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WEINER
City Attorney

APPROVED AS TO CONTENT:



MAHDI ALUZRI
Interim City Manager



GEORGE CHAVEZ
Director of Public Works Services



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONTRACTOR shall perform the following services:

A. CONTRACTOR shall perform upfitting services on CITY's public-safety vehicles as more particularly described in Exhibit "A" Attachment 1, General Requirements to the Bid Document No. 15-25, attached hereto and incorporated herein.

B. CITY shall notify CONTRACTOR in writing if CITY requires additional upfitting services on as-needed basis. CONTRACTOR shall submit written estimates for such work, and CONTRACTOR shall commence services upon written authorization of CITY's Fleet Manager or his designee.

C. In consideration of efficiency and expedition, CITY authorizes CONTRACTOR to conduct warranty repairs at a location designated by CITY's Fleet Manager, or his designee, in CITY's Fleet Services Center facility.

ATTACHMENT 1 TO EXHIBIT A

I. GENERAL REQUIREMENTS

- b) The City of Beverly Hills (CITY), Public Works Services Department, Fleet Services Division provides complete patrol cars in a variety of configurations to the CITY's public-safety departments. These configurations vary according to each vehicle's mission which includes Detective, Patrol, Field Supervisor (Sergeant), K-9, Traffic Enforcement, and various other applications.
- c) It is of the utmost importance that the vehicles provided to public-safety personnel are upfitted with the highest quality materials possible and high-quality workmanship. Ease of use, ergonomics, functionality, reliability and cost are all important considerations in the selection of an upfitter to perform this function. Another factor will be the speed at which an upfitter can provide completed vehicles to CITY.
- d) The scope of work required to be performed by the upfitter consists of furnishing labor, equipment, materials, and services necessary to completely upfit the below-listed vehicles or other designated vehicles into functional public-safety vehicles as specified by CITY. In addition to installing new equipment, the upfitter will be required to remove equipment, as specified by the CITY, from existing CITY vehicles and reinstall those pieces of equipment into the corresponding replacement vehicles.
 - 1. New or unused vehicles to be upfitted are: six (6) 2014 Chevrolet Caprice PPV Sedans, two (2) 2015 Ford SUV Interceptor K-9's and various other Traffic Control pick-ups and Police and Fire Department administrative sedans.
 - 2. Vehicle types to be stripped for CITY-specified parts or components are six (6) 2009, 2010, and 2011 CVPI sedans.
- d) Components used for the upfitting shall be new and considered as tactical-grade quality, except as specified herein.
- e) The work shall be carried out in accordance with all applicable codes, regulations, and guidelines pertaining to vehicle safety and proper operation of the vehicle including, but not limited to, Federal Motor Vehicle Safety Standard (FMVSS), Federal Consumer Product Safety Commission Regulation, California Code of Regulations Title 13 California Highway Patrol, and OSHA.
- f) All work shall be performed in a neat and craftsman-like quality, in accordance with accepted modern practices and industry standards. Care shall be exercised in installing material and equipment not to unnecessarily mar or deface vehicle components. No component of the vehicle shall be cut or removed without obtaining permission of CITY. All unused materials, scrap and debris shall be removed.

- g) CITY staff intends to conduct quality-control inspections during the upfit process, pre-delivery, and final acceptance. Inspection schedules shall be coordinated in advance between the upfitter and CITY staff.
- h) The CONTRACTOR shall provide CITY with a professionally prepared detailed schematic showing the wiring diagram and location of every component installed.
- i) All vehicles for stripping and upfitting will be picked up and delivered to the Fleet Services Center facility located at 9355 W. Third Street, Beverly Hills, CA 90210. Upfitter shall coordinate upfitting schedule with the Fleet Services Maintenance Supervisor (310) 285-2490.
- j) Locations of antennae must be approved by CITY before any mounting port is drilled on the vehicle. All external connections, especially those on the roof, must be completely leak-proof and long-lasting.
Specify the sealing methodology: Bulkhead Connectors Sealed with Silicone.
- k) Circuit wires, breakers or fuses, and relays shall be of sufficient size to carry the maximum rated load of the circuit.
- l) Wires shall be color coded for easy identification in order to facilitate ease of troubleshooting and repair; if not color coded, each wire shall be identified by print containing both circuit and function, on wire, at minimum 6-inch intervals at and between both ends. All wiring materials and equipment shall be securely fastened in place, and routed or protected in a manner that will prevent chafing or abrasion.
- m) Wires and connectors or splices shall be fastened together by either crimp or soldered to maintain positive connectivity. Use of Scotch locks as connectors or in wire splices is not acceptable.

II. UPFITTING SPECIFICATIONS

- a) Upfitting specifications for each type of vehicles are detailed in Exhibits "A" thru "B".
- b) Inspections of vehicles, if needed, shall be by appointment only. Schedule appointment with Craig Crowder (310) 285-2484 or Harry Kalindjian (310) 285-2490.

III. ADDITIONAL VEHICLES AND EQUIPMENT

- a) On as-needed basis, the upfitter may be required to upfit other public-safety vehicles to meet the needs of CITY's operations. Such upfitting installation shall be performed under the hourly labor rates and material and equipment markup, or markdown, rates set forth in the proposal. The Contract Administrator shall require a written estimate from the upfitter before such work is authorized.
- b) On as-needed basis, the upfitter may be requested to supply upfitting parts and or components to meet the needs of CITY's supply operations. Such parts and or components shall be provided according to the material and equipment markup, or markdown, rates set forth in the proposal. The

Contract Administrator shall require a written estimate for requested parts before they are provided.

- c) Due to the dynamic operational requirements of CITY, the number for each type of vehicles designated herein is only planned. Actual quantity will depend on as needed basis.

WARRANTY

- a) Should any of the upfitted vehicle/s require any warranty work after delivery, the upfitter must provide on-site warranty repairs, or transport the vehicle/s back to their shop for repair within a reasonable amount of time.
- b) Specify one way distance between the CITY's Fleet Services and upfitters location in road miles: 50 Miles

EXHIBITS "A" THROUGH "B" TO ATTACHMENT 1

EXHIBIT "A" – CHEVROLET CAPRICE PPV SEDAN

Description	Vendor	City	Manuf.	Part #	Qty	Notes
Emergency Lights / Siren						
Code 3 Multi-Color LED Lightbar W/ Red and Blue Top Covers, 21TR47MC	x		Code 3	21TRPLMC Conf. #C56496	1	
LIT3KIT Lightbar Mounting Kit, with Front Side Facing Clear LED Alley Lights and Rear Facing Blue / Red LED Lights	x		Code 3	LIT3KIT-XT	1	
Code 3 Lightbar Programmer Box	x		Code 3	950FPP	1	Used for programing and transferring lightbar configuration to additional lightbars
RLS Remote Lighted Siren Controller, 200w output, arrow stick control, rotary switch	x		Code 3	3997RCC	1	
Code 3 Low Frequency Siren Controller	x		Code 3	Banshee Model 3450	1	Wired in conjunction with RLS
Code 3 Siren Speaker, 100W W/ U Bracket	x		Code 3	C3100CP	2	
Push Bumper LED Lights, Forward Facing Red LED	x		Code 3	MR6HM-R	1	Push Bumper forward facing LED.
Push Bumper LED Lights, Forward Facing Blue LED	x		Code 3	MR6HM-B	1	Push Bumper forward facing LED
Push Bumper LED Lights, 45 Degree Angle Facing Clear LED	x		Code 3	MR6HM-W		Push Bumper 45 degree facing LED
Rear Widow LED Lights, Wingman Blue / Amber / Amber / Blue LED	x		Code 3	WM477CP	1	Rear window, rear facing LED
Sound Off headlight Flasher, 2014 Caprice	x		Sound Off	ETHFSS-CP	1	Wired to Park Kill
Code 3 Corner LED, Hide-A-Blast	x		Code 3	HB6PAK-W-LED	4	One at each corner

Park Siren Deactivator , used to deactivate siren tones and front flashing white light when the vehicle's transmission is placed into "park".	x				1	Kill siren and flashing white
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Electrical Systems

Complete DC electrical system using the highest of industry standards. All fuse blocks are centrally located for easy service, all wire is of high grade GXL crosslink with wire function printed every 3". All wires are part of a complete harness design

Complete vehicle wiring harness , specific to Beverly Hills PD Caprice Patrol build with Code 3 equipment, GLX wire with printing every 3", includes documentation package. Circuits Protected with Circuit Breakers and or Fuse Panels.	x				1	Vendor supplied wiring diagrams for all circuits provided with build.
Electrical System Timer , Copeland Timer W/ 200 amp Solenoid	x		Copeland	Timer, Top Hat 6001	1	Timer set at 30 minutes.

Center Equipment Console and Console Accessories

18" Center Equipment Console , 2014 Caprice, Sloped W/ Faceplates.	x		Troy	CC-CP-E-DM18	1	Dash mount design W/ 3" sloped area at dashboard.
Console Faceplate 4"	x		Troy		1	Code 3 RLS
Console Faceplate 4"	x		Troy		1	Dual Drink Holder
Console Faceplate 3"	x		Troy		1	Motorola APX-7500 Remote Head
Console Faceplate 2"	x		Troy		1	Blank
Console Arm Rest , W/ 4" x 7" Leather Pad	x		Troy	AC-ARMMNT-FX	1	Bolted to Rear Console
Console Mic Clip Bracket	x		Havis	C-MCB	2	
Console Mic Clip	x		Havis	C-MC	2	
Little Lite LED Map Light , 12" flexible neck extending from end of chassis, On-Off switch, Red or White LED light	x		FedSig	LF12ES-LED	1	
Triple Outlet DC Power Port Receptacle	x		Able2	14.0553	1	

Radio Communication Systems

Radio System 1, Remote Mount, Dual Band, UHF / 700-800		x	Motorola	APX-7500 (Remote Mount)	1	Removed from existing vehicle
Antenna NMO mount with 25' of RG58 A/U cable, FME connector	x		Talley	NMOKHFUDFME*25	2	Two per Radio
Radio Antenna Mast, 450-525 MHz Field Tunable, NMO Mount, Spring Base, 21" Whip Length, 200Watts Max, 0dB gain	x		Antenex	B132S	2	Tune to UHF 512 MHz
Radio Antenna Mast, 700-800 MHz Field Tunable, NMO Mount, Spring Base, 21" Whip Length, 200Watts Max, 0dB gain	x		Antenex	B132S	1	Tune to VHF 700-800 MHz
Antenna, Motorola GPS	x		Motorola		2	One per each Radio

Computer Systems and Mounts

Mobile Computer System, COBAN Titan M7 W/ Video		x	COBAN	Titan M7 W/ Video	1	Removed from Existing Vehicle
Mobile Computer System Mount, Mongoose W/ Keyboard	x		Gamber Johnson	7170-0218-01	1	Mount on Console Side W/ Stabilizer
Communication Modem		x	In-Motion	H 1405	1	Removed from Existing Vehicle
Modem Antenna, Multi-Band Diversity	x		MobileMark	LTM501-3J3J3J2C-WHT-180	1	MIMO Antenna / LTE / WiFi / GPS
Modem Antenna, Multi-Band Diversity	x		MobileMark	LTM301-3J3J00-WHT-180	1	MIMO Antenna / LTE / GPS
Electronic Tray, Trunk Fold Down	x		Havis	C-TFD-CAPR-1	1	
Trunk Organizer W/ Lid	x		Pro-gard	TO535CC11	1	
Cat-6E Network Patch Cable, RJ-45, Black, 25' (Modem to MDT CPU)	x		Calrad	72-111-25-BK	1	

Prisoner Transportation

Prisoner Transport Partition , Recessed center storage panel (for use with vertical weapons), Sliding center window, 50% scratch resistant polycarbonate window behind driver, 50% sliding polycarbonate window behind passenger	x		Setina	#8S RP Coated Poly Partition / PK0333CAP11SCA	1	11-15 Caprice
Partition Lower Panel	x		Setina	2-Piece	1	Recessed for Vertical Weapons Storage
Prisoner Seat , includes lap and shoulder belts to buckle to the outside, with belt holders on outside of Prisoner partition	x		Troy	Prisoner Seat PS-E-Caprice-OS	1	11-15 Caprice W/ Center Pull Seat Belts
Prisoner Window Protectors , clear, slotted	x		Setina	Window Barrier Poly / DK0100CAP11	2	11-15 Caprice
Prisoner Door Panels , install over OEM door panels	x		Setina	Door Panel S TPO Plastic, Black	2	11-15 Caprice

Weapon Mounting System

Weapons Mount , Dual Vertical, T-Rail, Recessed, Timed Release	x		Setina	T-Rail Front Partition Mounted	1	W/ Large Shotgun and Handcuff Locks
Gun Locks , Handcuff W/ #2 Key Override	x		Santa Cruz	SC-5 #2	x	
Momentary Push Button , Gun Lock Release, Remote Location	x		Misc.	SC-1902	2	On Each Kick Panel, Driver & Passenger Side
Gun Lock Timer , 30 second delay	x		Santa Cruz	SC-7009-30	1	

Vehicle Protection

Push Bumper , 2014 Chevrolet Caprice, Black	x		Go Rhino	5083-2L31	1	
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Remote Door Un-Lock Switch

Install remote door un-lock switch located in the left upper corner of the grill.

HD Momentary Push Button with Black Boot	x		Misc	HD Push Button	1	
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Safe Stop Ignition Security System

Safe Stop Ignition Security System, Chevy Caprice PPV	x		SafeStop	14 Caprice - SS0007	1	Illuminated Rocker Switch W/ Gun Lock Feature
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Vehicle Graphics

Installation of Beverly Hills PD graphics package, VENDOR supplied dual pin stripping, (2) American Flags, Police and Community Together, Roof and Fender Numbers and Caution K9 Decals. Please refer to pictures for placement	x				1	City Supplied "POLICE", "Beverly Hills" and City Seal Decals
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Equipment Removal from Existing Vehicle

<p>Remove the following equipment from an existing vehicle and retain for installation: Complete Coban mobile data terminal / digital video system W/ Inmotion modem W/ brackets, cables and antennas; Complete ALPR System W/ computer, cameras, brackets and cables; Complete Motorola APX-7500 UHF and VHF radio systems W/ cables; Fire extinguisher W/ mount</p> <p>Remove the following equipment from an existing vehicle and return in vehicle: Push bumper mounted LED lights with shrouds and brackets; dual weapons rack; rear deck lights; siren controller W/ speaker, bracket and head; lightbar; antenna masts; rear electronics tray; center console; prisoner seat and cage</p>	x			Labor only		
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Build Notes

>Contractor will provide vehicle transportation of all vehicles. Vehicles will be driven and marked "out of service"

EXHIBIT "B" – FORD SUV INTERCEPTOR K9

Description	Vendor	City	Manuf.	Part #	Qty	Notes
Emergency Lights / Siren						
Code 3 2700 Lightbar, Red and Blue W/ Takedown and Alley LED and LIT 3 Kit Mounting feet	x		Code 3	Code 3 / 2747-7114 / Serial # C53990	1	
Hook Kit Code 3 Included	x		Code 3	Misc.	1	
RLS Remote Lighted Siren Controller, 200w Output, Arrowstick Control, Rotary Switch	x		Code 3	RLS 3997-R California W/ Option 1135V2	1	
Siren Speaker W/ U Bracket/ Bumper	x		Code 3	C3100U	2	
Low Frequency Siren Controller	x		Code 3	Banshee 3450	1	Wired in Conjunction with RLS
Rear Hatch Flush Mount Light, Amber	x		Code 3	MR6FMA	1	
Rear Hatch Flush Mount Light, Blue	x		Code 3	MR6FMB	1	
Citadel LED Kit for SUV PI Utility, W/ Brackets & 3 XT4RR-CT & 3 XT4BB-CT / Amber in Center	x			CITEXI-RB	1	
Push Bumper Warning Lights, White, Surface Mount 45 Degree	x		Code 3	MR6HM-W	2	
Push Bumper Warning Lights, Red, Surface Mount Forward Facing	x		Code 3	MR6HM-R	1	
Push Bumper Warning Lights, Blue, Surface Mount Forward Facing	x		Code 3	MR6HM-B	1	
Misc. 90 Degree Brackets, for MR6 Bumper Lights	x			Misc.	4	
Park Siren Deactivator, used to deactivate siren tones and front flashing white light when the vehicle's transmission is placed into "park".	x				1	Kill siren and flashing white

Electrical Systems

Complete DC electrical system using the highest of industry standards. All fuse blocks are centrally located for easy service, all wire is of high grade GXL crosslink with wire function printed every 3". All wires are part of a complete harness design

Complete vehicle wiring harness specific to Beverly Hills P1 Utility K9 with Code3 equipment, GLX wire with printing every 3", includes documentation package. Circuits Protected with Circuit Breakers and or Fuse Panels.	x				1	Vendor supplied wiring diagrams for all circuits provided with build.
Electrical System Timer, Copeland Timer W/ 200 amp Solenoid	x		Copeland	Timer, Top Hat 6001	1	Timer set at 30 minutes.

Center Equipment Console and Console Accessories

18" Slanted Center Equipment Console, SUV	x		Troy	CC-UV-L-18	1	
Console Faceplate 4"	x		Troy		1	Code 3 RLS
Console Faceplate 4"	x		Troy		1	Dual Drink Holder
Console Faceplate 3"	x		Troy		2	Motorola APX-7500 Remote Head
Console Faceplate 2"	x		Troy		2	Blank
Console Mic Clip Bracket	x		Havis	C-MCB	3	
Console Mic Clip	x		Havis	C-MC	3	
Console Arm Rest, W/ 4" x 7" Leather Pad	x		Troy	AC-ARMNT-FX	1	Bolted to Rear Console
LED Dome Light, Red LED and White LED	x		Sound-Off	ECVDMLTAL00	3	Front, Rear Cargo, Rear Hatch
LED Map Light, 12" flexible neck extending from end of chassis, On-Off switch, Red or White LED light	x		FedSig	LF12ES-LED	1	
Triple Outlet DC Power Port Receptacle	x		Able2	14.0553	1	

Radio Communication Systems

Radio System 1, Remote Mount UHF / 700-800		x	Motorola	APX-7500 (Remote Mount)	1	Removed from existing vehicle
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Radio System 2, Remote Mount UHF / VHF		x	Motorola	APX-7500 (Remote Mount)	1	Removed from existing vehicle
Antenna NMO mount with 25' of RG58 A/U cable, FME connector	x		Talley	NMOKHFUDFME*25	4	Two per Radio
Radio Antenna Mast, 136-172 MHz Field Tunable, NMO Mount, Spring Base, 21" Whip Length, 200Watts Max, 0dB gain	x		Antenex	B132S	1	Tune to VHF 136-172 MHz
Radio Antenna Mast, 450-525 MHz Field Tunable, NMO Mount, Spring Base, 21" Whip Length, 200Watts Max, 0dB gain	x		Antenex	B132S	2	Tune to UHF 512 MHz
Radio Antenna Mast, 700-800 MHz Field Tunable, NMO Mount, Spring Base, 21" Whip Length, 200Watts Max, 0dB gain	x		Antenex	B132S	1	Tune to VHF 700-800 MHz
Antenna, Motorola GPS	x		Motorola		2	One per each Radio

Computer Systems and Mounts						
Mobile Computer System, COBAN Titan M7 W/ Video		x	COBAN	Titan M7 W/ Video	1	Removed from Existing Vehicle
Mobile Computer System Mount, Mongoose W/ Keyboard	x		Gamber Johnson	7170-0218-01	1	Mount on Console Side W/ Stabilizer
Communication Modem		x	In-Motion	H 1405	1	Removed from Existing Vehicle
Modem Antenna, Multi-Band Diversity	x		MobileMark	LTM501-3J3J3J2C-WHT-180	1	MIMO Antenna / LTE / WiFi / GPS
Modem Antenna, Multi-Band Diversity	X		MobileMark	LTM301-3J3J00-WHT-180	1	MIMO Antenna / LTE / GPS
Rear Cargo Equipment Mount, Ford PI Utility, Tilt-Up	x		Troy	CP-UV-CARGO-MNT	1	
Electronic Tray, Under Cargo Mount	x		Troy	CP-UV-TRAY-H	1	

Rear Cargo Equipment Mount Strut, Tilt-Up, Heavy Duty	x		Troy	1-HDW-25-GSSE80	2	One Additional Strut per Side
Rear Cargo Gun Box, Ford PI Utility	x		Troy	CP-GB403212-TL	1	40x32x12, Attached to Cargo Mount
Cat-6E Network Patch Cable, RJ-45, Black, 25' (Modem to MDT CPU)	x		Calrad	72-111-25-BK	1	
Custom Made Covers, Rear Cargo Area, Gun Box to K9 Kennel	x		Custom			Cover Equipment on Rear of Gun Box

K9 Transportation						
K9 Kennel, battleship grey powder coating, "roll bar" style steel support, steel plate front and rear visuals, one piece center access door with locks in open and closed position, door panels with window guards, rubber floor mat. 2015 Ford PI Utility	x		Ray Allen	EZ1INSUV	1	
Tactical K9 Deployment and Heat Alert System with Pager. Includes: Heads-Up Display with back lighting and easy programming, Intelligent Pager/Remote with vehicle status, one button K9 deployment, Control POD with internally mounted antenna, dual window drop, fan activation, horn/light alert, dual temp sensors, 55 lb. gas push rod, 40 lb. unlatch solenoid.	x		Ray Allen	F3-P	1	Controller Mounted on Custom Bracket at Driver Side "A" Pillar / Dash Location
K9 Kennel Cooling Fan, 10" Electric Cooling Fan, 2013-2015 Ford PI Utility	x		Havis	KK-K9-HA-FKT-10	1	Wired to Blow Out
Interior window guard, 10" cooling fan (fan sold separately), 2013-2015 Ford PI Utility, Driver's side	x		Havis	WGI-F18-1-FAN	1	

Weapon Mounting System						
Weapons Mount, Dual Vertical, T-Rail, Recessed, Timed Release		x	Setina	T - Rail Front Partition Mount	1	W/ Large Shotgun and Handcuff Locks
Gun Locks, Handcuff W/ #2 Key Override	x		Santa Cruz	SC-5 #2	2	
Momentary Push Button, Gun Lock Release, Remote Location	x		Misc.	SC-1902	2	On Each Kick Panel, Driver & Passenger Side
Gun Lock Timer, 30 second delay	x		Santa Cruz	SC-7009-30	1	

Vehicle Protection						
Push Bumper, 2014 Ford SUV Interceptor, Black	x		Go Rhino	5340	1	

Remote Door Un-Lock Switch						
Install remote door un-lock switch located in the left upper corner behind grill.						
HD Momentary Push Button with Black Boot	x		Misc	HD Push Button	1	

Safe Stop Ignition Security System						
Safe Stop Ignition Security System, Ford SUV Interceptor	x		SafeStop	Ford PI Utility	1	Illuminated Rocker Switch W/ Gun Lock Feature

Vehicle Graphics						
Installation of Beverly Hills PD graphics package, VENDOR supplied dual pin stripping, (2) American Flags, Police and Community Together, Roof and Fender Numbers and Caution K9 Decals. Please refer to pictures for placement	x				1	City Supplied "POLICE", "Beverly Hills" and City Seal Decals
Window Tint	x				1	Rear Doors, Side Windows and Hatch Window will be Tinted Dark

Equipment Removal from Existing Vehicle

<p>Remove the following equipment from an existing vehicle and retain for installation: Complete Coban mobile data terminal / digital video system W/ Inmotion modem; Motorola APX-7500 UHF and VHF radio systems; Fire extinguisher</p> <p>Remove the following equipment from an existing vehicle and return in vehicle: Push bumper mounted LED lights with shrouds and brackets; Automated License Plate Recognition system (ALPR) if equipped; dual weapons rack; rear deck lights; siren controller W/ speaker, bracket and head; lightbar; antenna masts; rear electronics tray; center console; prisoner seat and cage</p>	x			Labor only		
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Build Notes

Vendor will provide vehicle transportation of all vehicles. If vehicles will be driven, they will be marked "out of service".

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

I. RATES

CONTRACTOR shall furnish all materials, supplies, equipment and services set forth herein subject to all conditions outlined in the Agreement, at the prices indicated below:

Item	Description	Unit Cost Proposal (W/O Tax)
1.	Chevrolet Caprice PPV Sedan – Specifications Exhibit “A”	
	Parts Cost:	\$9,294.03
	Labor Cost:	\$3,180.00
2.	Ford SUV Interceptor K9 – Specifications Exhibit “B”	
	Parts Cost:	\$12,229.08
	Labor Cost:	\$3,650.00
3.	Labor (Cost per hour):	\$65.00
4.	Material Cost Proposal (Percent):	(Plus)+ <u>20</u> % or (minus)- <u>14</u> %

II. WARRANTIES

Labor:	12 Months
Parts:	Per Manufacturer’s Warranty 12 - 24 Months
Other manufacturer warranties:	Cover Under Manufacturer 12 - 60 Months

CONTRACTOR shall charge CITY at the rates stated in this Exhibit for the upfitting of each vehicle. VENDOR shall obtain prior written authorization from CITY before making any configuration alteration that could result in a cost modification

CONTRACTOR shall submit an itemized statement to CITY for its services performed on each public-safety vehicle. Such statements shall include documentation setting forth in detail a description of the services rendered, parts installed, and labor hours. CITY shall pay VENDOR the amount of such undisputed billing within thirty (30) days of receipt of the same.



EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____

ADDRESS: _____

Attachment 2



April 29, 2016

James Stommel, President
Lehr Auto Anaheim
1370 North McCan Street
Anaheim, CA 92806

Re: Agreement Between the City of Beverly Hills and Lehr Auto Anaheim for Upfitting of Various Types of Public Safety Vehicles dated April 21, 2015, Agreement No. 163-15. ("Agreement")

Dear Mr. Stommel:

The purpose of this letter is to extend the time of performance of the Agreement as set forth in Section 2, which provides that the City Manager or his designee may extend such time in writing for two additional one-year terms or such other term not to exceed two years. The City wishes to exercise the first one-year term extension. The time of performance is hereby extended to May 1, 2016 through May 1, 2017 pursuant to the same terms and conditions of the Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "George Chavez", is written over the word "Sincerely,".

George Chavez
Assistant City Manager/Director of Public Works Services

cc: Byron Pope, City Clerk
Laurence S. Wiener, City Attorney
Noel Marquis, Assistant Director of Administrative Services