

COUNCIL ACTION FORM

SUBJECT: CHANGE ORDER - WATER POLLUTION CONTROL FACILITY SECURITY CAMERA SYSTEM

BACKGROUND:

On August 14, 2018 the City Council awarded a construction contract to The Baker Group of Ankeny, Iowa, for installation of a Security Camera System at the Water Pollution Control Facility (WPCF). The cost of the work included with the contract was \$64,662.

As construction progressed, it was discovered that cabling from the previous system that was thought to be intact was no longer serviceable. Change Order Number 1 was authorized at the department level for an increase of \$9,325 to install wireless bridges to transmit the video from the cameras to the system server.

An additional change order is needed to add an additional camera and its associated hardware and software to the system. The location of the additional camera would be directly outside of the main gate of the WPCF. The intended use of the camera is to monitor the bridge east of the WPCF and determine if overloaded vehicle traffic passes over the bridge. The total cost for the additional equipment and installation is \$9,900.

A summary of the contract and change order costs is included below. A copy of the change order cost proposal is attached.

Original Contract Amount	\$64,662
Change Order #1	\$9,325
Change Order #2 (<i>This request</i>)	\$9,900
Revised Contract Amount	\$83,887

The approved FY 2018/19 CIP carryover includes \$76,425 for the Security Camera System Replacement at WPCF. Approval of Change Order #2 would exceed the budgeted cost. Savings from the WPC Grease Receiving Station Upgrade project are available to be transferred to this project to cover the additional cost and allow for contingency, as shown below:

Funding Sources:

FY 18/19 CIP Carryover – Security Camera System Replacement	\$ 76,425
<u>Savings from WPC Grease Receiving Station Upgrade</u>	<u>\$ 10,000</u>
Total Funds Available	\$ 86,425

ALTERNATIVES:

1. a.) Approve Change Order #2 in the amount of \$9,900 to The Baker Group of Ankeny, IA.

b.) Authorize the transfer of \$10,000 in savings from the WPC Grease Receiving Station Upgrade to this project budget.
2. Do not award a change order at this time.

MANAGER'S RECOMMENDED ACTION:

The replacement of the Security Camera System at the Water Pollution Control Facility (WPCF) has been identified in the Capital Improvements Plan. The proposed change order would allow for identification of vehicles that cause further damage to the bridge east of the WPCF. While the cost of the change order exceeds the authorized funding, there are unspent savings available from a recently completed project that can be transferred to this project.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as stated above.



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November 8, 2018

Mr. Dustin Albrecht
Environmental Specialist
Water & Pollution Control Department
1800 E. 13th Street
Ames, IA 50010

Subject: Addition of Camera on Road.

Dear Dustin:

After review of your security system, we propose the following security enhancements:

Baker Group will perform the following scope:

- Furnish & install (1) Avigilon 5MP bullet camera with 9-22mm lens to observe traffic on road outside of main gate.
- Furnish and install one camera software license, program and aim camera as per owner's input.
- Furnish and install 110vac, NEMA box, conduit, trenching to the power pole outside of main gate.
- Furnish and install wireless Ethernet Bridge to get to UV building and connect to IP Video network for recording.
- Furnish & install (1) PoE+ switch for network connectivity in the UV Building.

Exclusions and Clarifications:

IP Video Systems:

- Video Storage capacities are estimates only.
- Proper lighting of IP video locations provided by others.

Electrical:

- Hammer drills or core drilling is not provided in this pricing.
- Cable pathways must be obstruction free.
- Price assumes shortest cable paths available.
- Ceiling Access panels for accessibility, where required, will be installed by others.
- Rigid or EMT conduit will not be used unless required by code.
- Plenum cable will be used for this project.
- Electrical power for Baker Group systems and equipment will be provided by others.
- Plywood for mounting Baker Group systems and equipment will be provided by others.

Computers / Software:

- Remote access into computers or computer workstations is not provided by Baker Group.

Networks:

- Active network connection needs to be provided by others to Baker Group security or access control panel.
- Access to Data Closet or Data Center will be during Normal Business Hours, not OT.
- Baker Group will supply the POE Switches to power our POE Devices.
- End User to provide all Network Racks, Network Switches, Routers, etc.....

Miscellaneous:

- Pricing assumes that all customer provided equipment is in full working order.
- Customer assumes responsibility for equipment provided by customer.
- Engineered drawings are provided in this proposal.
- Overtime Labor not included
- Baker Group one-year warranty period will start upon **beneficial use** of the project. Phased warranty may also be applied to larger projects when applicable.
- Equipment warranty will match manufacturer supplied warranty.
- 2 hours training in one day is provided by Baker Group.
- Patching and painting provided by others.
- Taxes and bonds are not provided in this pricing.

We propose to provide you with the above scope of work for: \$9,900.00

Plus, applicable state and local sales tax

Accepted: _____

We appreciate the opportunity to earn your business. Upon your approval, please sign this document and return a copy to my attention. If you have additional questions, please feel free to contact us at your convenience.

Sincerely,

Lou Kelleher
Project Manager

Approved by:

Signature: _____

P.O. #: _____

Name: _____

Title: _____

FIRE, PARKING AND SECURITY PROJECT TERMS AND CONDITIONS

GENERAL

1. This Proposal is valid for a period of 60 days after issuance.
2. Customer shall provide reasonable access to all areas and equipment and will allow Baker Group to service/test equipment as necessary to fulfill the terms of the Proposal. All work will be performed during normal working hours, 7:00 AM to 4:30 PM, Monday through Friday.
3. Customer agrees to pay all invoices within 30 days of invoice. Any balance unpaid for 30 days shall incur a finance charge of 1.50% per month, which is an annual rate of 18%.
4. In addition to any price specified on the face hereof, customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by Baker Group on behalf of Customer whether such tax shall be local, state, or federal in nature.
5. Customer agrees that false alarm assessments, taxes, registrations, fees, permit fees, or like charges may be imposed by local government bodies or other organizations who Baker Group or the third party monitoring company is directed to report alarm activity. Customer agrees that any or all of such false alarm fees shall not excuse the performance of customer's obligation under this agreement. In the event that any assessment, tax, fee, fine, or like charge is assessed for false alarms, permits, registrations, failure to meet compliance standards, or any other like charge originating from customer's premises, customer will pay immediately.
6. Customer agrees that Baker Group is not an insurer and that no insurance coverage is offered herein. Payments by customer for system monitoring are designed to reduce certain risks of loss, though there are no guarantees that the system or system monitoring will reduce such risk or that no loss will occur.
7. In the event Baker Group must commence legal action in order to recover any amount payable under this Agreement, customer shall pay Baker Group all court costs and attorney's fees incurred by Baker Group.
6. Any legal action relating to this Proposal, or the breach thereof, shall be commenced within one (1) year from the date of the work.

WARRANTY, LIMITATIONS OF LIABILITY AND INDEMNITIES

1. Baker Group shall perform all work in a careful and workmanlike manner and shall furnish materials of good quality. Baker Group warrants materials only to the extent and for the time period said materials are warranted to Baker Group by the manufacturer(s) of the same for up to one year after beneficial use of the project. Baker Group's liability, if any, upon any warranty, either express or implied, shall be limited to repair or replacement of defective materials and correction of faulty workmanship that is in violation of local, state, or federal building codes at the time of performance of the work by Baker Group. All warranties hereunder shall terminate and expire one (1) year after substantial completion of the work.
2. The warranties provided hereunder are conditional on proper operation and maintenance. If Customer does not perform required fire, security and parking system maintenance per code or per manufacturer's requirements, Baker Group shall not be liable for any malfunctioning components or non-functioning of the system.
3. Adding, removing or making changes to your electrical power distribution system may affect your NFPA 70, 70B or 70E Electrical Arc Flash ratings. Unless specifically stated, our scope does not include creating or updating the code required power study for your facility. Customer acknowledges that signals which are transmitted over telephone lines, air waves, and/or other modes of communication pass through communication networks wholly beyond the control of Baker Group and are not maintained by Baker Group and therefore Baker Group shall not be liable for any equipment failure which prevents transmission signals from reaching the third party monitoring company or monitoring workstation or for any damages arising there from.
4. Baker Group assumes no responsibility and therefore shall not be liable to customer for any loss or damage suffered by customer as a result of burglary, hold-up, fire, smoke, water damage, equipment failure, failure of central station, or municipal authority to respond to signals, or any other cause whatsoever, regardless of whether such loss or damage or personal injury or death was caused or contributed to by Baker Group's or the third party monitoring company's negligent performance or failure to perform any obligations.
5. Baker Group assumes no responsibility and therefore shall not be liable to customer for any loss or damage suffered by customer by power surges, vehicles, storms, extreme heat or cold weather conditions beyond equipment specifications, operator functions/errors, turning equipment on and off, foreign objects inside parking equipment, improper preventative maintenance or cleaning on parking equipment, light bulbs, broken gate arms, credit card acceptance problems relating to (or data recovery resulting from) clearinghouse and/or credit card circuit issues. In addition, theft by others, of any part of a parking revenue control system, including monetary value, shall not be the responsibility of Baker Group.
6. Baker Group shall not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, terrorism, war, act of God, or any other cause beyond Baker Group's reasonable control.
7. In no event, whether as a result of a claim of breach of contract, breach of warranty, negligence, or otherwise, shall Baker Group or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damages arising out of or relating to this Proposal, including but not limited to, loss of profit or revenues, loss of use of any products, machinery, systems or equipment, damage to associated products, machinery, systems, or equipment, cost of capital, cost of substitute products, machinery, systems, equipment, facilities, services or replacement power, down time costs, PCI DSS compliance fines, or claims of customer's clients for such damages.
8. In no event shall Baker Group's liability to customer for claims arising from this Proposal or work performed hereunder, whether sounding in warranty, contract, tort or otherwise, exceed the price paid under this Proposal.
9. THE WARRANTIES, GUARANTEES AND REMEDIES SET OUT IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES AND REMEDIES, EXPRESS OR IMPLIED, AND BAKER GROUP HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, GUARANTEES AND REMEDIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF WORKMANSHIP, QUALITY, OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.