

**AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
EAGLE SECURITY/CERNY'S LOCKSMITH**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Eagle Security Service/Cerny's Locksmith, a California corporation, with its principal place of business located at 26203 Production Avenue, #5, Hayward, California 94545 ("Contractor"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California and Eagle Security Service/Cerny's Locksmith dated December 24, 2015 (Agreement);
- B. The Agreement and its amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide installation and maintenance services for security systems installed at Silicon Valley Power (SVP) facilities and the Parties now wish to amend the Agreement as Amended to extend the term and not to exceed value of the Agreement.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Exhibit A of the Agreement, entitled "Scope of Services", is hereby amended to read as shown in First Revised Exhibit A, attached and incorporated into this Amendment No. 1.
- 2. Exhibit B of the Agreement, entitled "Fee Schedule", is hereby amended to read as shown in First Revised Exhibit B, attached and incorporated into this Amendment No. 1.

3. Exhibit G of the Agreement, entitled "Labor Compliance Addendum", is hereby attached and incorporated into this Amendment No. 1.
4. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

EAGLE SECURITY/CERNY'S LOCKSMITH
a California corporation

Dated: _____

By (Signature): _____

Name: ZACKERY MUECK

Title: President

Principal Place of
Business Address: 26203 Production Ave. #5

Email Address: Hayward, CA 94545

Telephone: (800) 898-5412

Fax: (510) 783-4182

"CONTRACTOR"

FIRST REVISED EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described below

- 1) Provide installation of Card Access as well as labor for external Point of Entry Video Camera within the Electric Department facilities as further outlined below:
 - a) Labor for Card Access door to include all mounting of door hardware, connecting all wiring, configuration of the Controller Panel for door, verifying System connection to Controller, System Configuration and testing for full operation of door for Card Access control.
 - b) Labor to add external POE Video Camera to include all mounting of Camera hardware on a flat wall of either stucco, sheet metal or wood, terminating Ethernet connectors and connecting all wiring, configuration of the Camera to meet User specs, verifying System connection to Camera, System Configuration, including license entry and verification and testing for full operation and recording of the new Camera.
- 2) Provide additional related services as requested by City and approved in writing (e-mail acceptable) including, but not limited to:
 - a) Installation and maintenance of additional card access door functionality or points of access
 - b) Installation and maintenance of additional POE video systems or cameras
 - c) Maintenance of all systems installed by contractor as requested by SVP

**FIRST REVISED EXHIBIT B
FEE SCHEDULE**

Contractor shall provide services at the rates and fees set forth in the attached SYSTEM PROPOSAL TOTALS dated 8/10/2020 and incorporated into this Exhibit B:

In no event shall the amount billed to City by Contractor for services under this Agreement exceed two hundred twenty thousand dollars (\$220,000) during the Agreement term, subject to budget appropriations.



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SYSTEM PROPOSAL TOTALS

To: Diana Shiles
Silicon Valley Power
From: Zackery Mueck
Date: 08/10/2020

EST# C08-20-

REVISION #1

Subject: Silicon Valley Power Labor Quote

We propose to furnish and install equipment listed below:

Hourly rates: (2 hour minimum)

Regular Rate:	\$ 155.00
Time and a Half:	\$ 232.50
Double Time:	\$ 310.00
Senior Technician	\$ 325.00
Consulting	\$ 379.00

Weekends have a 4 hour minimum at time and a half and Holidays have an 8 hour minimum at Double Time.

ALARM LIC.#ACO 3266 CAL.STATE LIC.#586746 C-10

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

All work to be completed in a professional manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond control. Owner to carry necessary insurance.

RESPONSIBILITY: The following responsibilities will be assumed by us, unless otherwise indicated:

- 1 All work to be done during normal working hours.
- All work to be listed with attached description pages.

RESPECTFULLY SUBMITTED BY: Zackery Mueck



EXHIBIT G LABOR COMPLIANCE ADDENDUM

Agreement Name:	
CONTRACTOR (Supplier) Name and Address	

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. PREVAILING WAGE REQUIREMENTS

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional

documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll records and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. AUDIT RIGHTS

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. ENFORCEMENT

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.