

**AGREEMENT WITH EDGEWORTH INTEGRATION, LLC
FOR MAINTENANCE SERVICES
FOR
CITYWIDE BUILDING ACCESS CONTROL SYSTEM**

This Agreement, made and entered into this day of _____, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and **Edgeworth Integration, LLC**, ("CONTRACTOR"), whose address is 1257 Quarry Lane #125, Pleasanton, CA 94566.

RECITALS:

A. CITY desires certain maintenance services hereinafter described.

B. CITY desires to engage CONTRACTOR to provide these maintenance services by reason of its qualifications and experience for performing such services and CONTRACTOR has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CONTRACTOR under this Agreement is as described in Exhibit A to this Agreement, which is attached and incorporated by reference.

SECTION 2 - DUTIES OF CONTRACTOR

CONTRACTOR shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONTRACTOR represents that it is qualified to furnish the services described under this Agreement.

CONTRACTOR shall be responsible for employing or engaging all persons necessary to perform the services of CONTRACTOR.

CONTRACTOR and his subcontractors shall comply with State's Prevailing Wage Laws.

CONTRACTOR or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. For the work performed for the City, the CONTRACTOR and his subcontractors shall pay the workers at the prevailing wage rate as determined by the California Department of Industrial Relations, for this locality. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SECTION 3 - DUTIES OF CITY

CITY shall provide pertinent information regarding its requirements for the project. CITY shall examine documents submitted by CONTRACTOR and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONTRACTOR'S work.

SECTION 4 - TERM

The services to be performed under this Agreement shall commence on April 1, 2020 and be completed on or about March 31, 2025.

SECTION 5 - PAYMENT

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONTRACTOR a not to exceed amount of \$112,400, also described in Exhibit A.

SECTION 6 – TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement upon receipt of said written notice.

SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents prepared by CONTRACTOR in the performance of this Agreement are and shall be the property of CITY, whether the project for which they are made is executed or not.

SECTION 8 - CONFIDENTIALITY

All reports and documents prepared by CONTRACTOR in connection with the performance of this Agreement are confidential until released by CITY to the public. CONTRACTOR shall not make any such documents or information available to any individual or organization not employed by CONTRACTOR or CITY without the written consent of CITY before any such release.

SECTION 9 - INTEREST OF CONTRACTOR

CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 - CONTRACTOR'S STATUS

It is expressly agreed that in the performance of the services required under this Agreement, CONTRACTOR shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONTRACTOR an agent or employee of CITY while providing services under this Agreement.

SECTION 11 - INDEMNITY

CONTRACTOR agrees to hold harmless and indemnify City of San Mateo, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CONTRACTOR's performance of this Agreement, except for those claims arising out of CITY's sole negligence or willful misconduct. CONTRACTOR agrees to defend City of San Mateo, its elected and appointed officials, employees, and agents against any such claims.

SECTION 12 - INSURANCE

Contractor shall procure and maintain for the duration of the contract the insurance specified in Exhibit B to this Agreement.

SECTION 13 - NONASSIGNABILITY

Both parties hereto recognize that this Agreement is for the personal services of CONTRACTOR and cannot be transferred, assigned, or subcontracted by CONTRACTOR without the prior written consent of CITY.

SECTION 14 - RELIANCE UPON SKILL OF CONTRACTOR

It is mutually understood and agreed by and between the parties hereto that CONTRACTOR is skilled in the performance of the work agreed to be done under this Agreement and that CITY relies upon the skill of CONTRACTOR to do and perform the work in the most skillful manner, and CONTRACTOR agrees to thus perform the work. The acceptance of CONTRACTOR's work by CITY does not operate as a release of CONTRACTOR from said obligation.

SECTION 15 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 16 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 17 - NON-DISCRIMINATION

CONTRACTOR warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONTRACTOR nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 18 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 19 - LITIGATION

CONTRACTOR shall testify at CITY'S request if litigation is brought against CITY in connection with CONTRACTOR'S services under this Agreement. Unless the action is brought by CONTRACTOR, or is based upon CONTRACTOR'S wrongdoing, CITY shall compensate CONTRACTOR for preparation for testimony, testimony, and travel at CONTRACTOR'S standard hourly rates at the time of actual testimony.

SECTION 20 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY: Steve Wu, Project Manager
City of San Mateo
330 W 20th Avenue
San Mateo, CA 94403

To CONTRACTOR: Edgeworth Security, LLC
Attn: Danny Haddad
1257 Quarry Lane #125
Pleasanton, CA 94566

**SECTION 21 - AGREEMENT CONTAINS ALL
UNDERSTANDINGS; AMENDMENT**

This document represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONTRACTOR.

SECTION 22 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and EDGEWORTH INTEGRATION, LLC, have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONTRACTOR

Brad B. Underwood
Public Works Director

Ken Young
Its Authorized Agent
CEO

If a Corporation, can be either 1) President or 2) Vice President plus an additional corporate officer (i.e., Secretary, Treasurer) who shall sign below.

APPROVED AS TO FORM

ADDITIONAL CORPORATE OFFICER
(if necessary per the above)

Gabrielle Whelan
Assistant City Attorney

Attachments:

Exhibit A: Scope of Services

Exhibit B: Insurance Requirements

EXHIBIT A



EDGEWORTH

Edgeworth Security
SLA- Service Level Agreement

Edgeworth Service Level Agreement

Standard Maintenance

Provides routine maintenance and access to our call-out services, Call-out, labor and materials charges will apply.

Rate: \$350.00(1st 2-man hours including travel). \$150 /man-hour there after. (2 hour minimum)

Standard Plus Maintenance

Provides the benefits of Standard but also covers all new materials (excluding consumables)

Rate: \$350.00(1st 2-man hours including travel). \$175 /man-hour there after. (2 hour minimum)

Comprehensive Maintenance

Provides full servicing including call-out charges, labor, supply and fitting of replacement parts for faults and general wear and tear (excluding consumables) and firmware upgrades on Edgeworth Systems.

Rate: \$440.00 (1st 2-man hours including travel). \$195 /man-hour there after. (2 hour minimum)

Note:

All levels of support include 24/7 Phone support with remote Team-viewer diagnostic/repair. Rates may vary per state.

*Rates are subject to change based on age and functionality of existing systems in place.

Service	Standard	Standard Plus	Comprehensive
Support 24/7 Telephone support from our Help Desk/Engineering/Remote Monitoring Station	Yes	Yes	Yes
Availability Agents available 24/7/365 * Subject to additional charges and engineer availability / remote assistance availability	Yes *	Yes *	Yes
Response Levels –Intruder/CCTV/Access (this could be remote or physical depending on fault) 72 Hour Service Engineering Support	Yes	Yes	Yes
Response Levels –Intruder/CCTV/Access (this could be remote or physical depending on fault) 48 Hour Service Engineering Support	X	Yes	Yes
Response Levels –Intruder/CCTV/Access (this could be remote or physical depending on fault) 24 Hour Service Engineering Support	X	X	Yes
Physical and Remote Inspections Number & Type of routine depends on system type & connection	Yes	Yes	Yes



Adjustments Minor System/Programming Adjustments during inspection	Yes	Yes	Yes
Warranty 12-month warranty for new equipment *(labor charges incur after 3 months)	Yes *	Yes *	Yes
Security Review Free Security Review	Yes	Yes	Yes
Service Call /Labor Charges Engineer Service Call charges included	X	X	Yes
Materials Replacement parts on new equipment (failure due to fault & general wear and tear)	X	Yes	Yes
Free Upgrades Firmware upgrades free on Edgeworth Equipment	X	Yes	Yes
Maintenance (PM contract required) Quarterly on-site system inspection and maintenance	Yes	Yes	Yes

Preventative Maintenance (performed quarterly):

\$1250.00/QUATER - Rates may vary per state. EQUIPMENT COST TBD

CCTV Full System Inspection and Testing

1. Check whether staff have experienced any problems with the system.
2. Carry out a visual inspection of all major components (including cabling and connections where accessible) for signs of deterioration or damage and rectify as necessary.

Monitors (If applicable)

1. Check physical condition and cable connections.
2. Check operation of controls and adjust for best picture.

Video / (NVR) Network Video Recording Devices (Server)

1. NVR system monitoring (checks for system errors, video loss, network connection failure, and other system alerts)
2. NVRs are well connected and configured for optimal recording experience. Configure motion based or continuous recording options. Data is recorded and stacked so that new data is never overwritten.
3. Check for software/firmware updates and update as needed.
4. Check condition and operation controls as necessary.
5. Check time / date settings and adjust accordingly



Cameras

1. Cameras are well connected and are configured for maximum and optimal coverage. Angles are appropriate for your site and lens zooming is in accordance with the camera specifications.
2. Examine supporting brackets and towers for signs of corrosion and damage.
3. Check physical condition of cameras and housings for signs of deterioration due to rain, dust and dirt.
4. Check that field of view is correct.
5. Check that all camera bracket fittings and clamping bolts are tight.
6. Check that lenses are correctly focused.
7. Check operation of auto-iris lenses as appropriate.
8. Clean housing as necessary.
9. Check operation of infrared units.

Access Control/Intrusion Full System Inspection and Testing

An inspection and test procedure will be undertaken at each scheduled maintenance visit consisting of checks to the following:

1. Check the number and type of readers are in accordance with the specification and any amendment.
2. Confirm that there remains adequate ventilation in the area of the CPU
3. Check warning labels are still in place.
4. Check all cables and conduit are properly supported, undamaged and showing no signs of wear.
5. Check for sound physical fixings of all equipment including loosening or corrosion of supports and fixings.
6. Check all glands, seals and connections on all external equipment.
7. Does the equipment remain free from environmental problems such as dust, vibration, electrical interference etc.
8. Does the system remain protected against unauthorized interference, e.g. password level (s).
9. Are reader timings as specified?
10. Check operation of all door hardware and readers.
11. Check function of all interfaces with alarms is satisfactory including correct triggering of alarms.
12. Check that the performance of the system(s) continues to meet the agreed specification / operational requirement according to the periodic test scheme agreed with the customer.
13. All connections checked and labelled.
14. Customer's system logbook filled in.

Edgeworth Integration, LLC

2360 Shasta Way Unit F
Simi Valley, CA 93065

Corporate Office:
1000 Commerce Dr. 2nd Floor
Pittsburgh, PA 15275

805-915-0211
accounting@edgeworthsecurity.com

RECIPIENT:

City of San Mateo

330 West 20th Avenue
San Mateo, California 94403
Phone: 650-522-7360

SERVICE ADDRESS:

330 West 20th Avenue
San Mateo, California 94403



Estimate #511166

Sent on _____

Total	\$112,400.00
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PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT COST	TOTAL
Preventative Maintenance - Access Control	(5 Year Plan) Quarterly Preventative Maintenance: Full System Inspection and Testing 1. Check whether staff have experienced any problems with the system. 2. Carry out a visual inspection of all major components (including cabling and connections where accessible) for signs of deterioration or damage and rectify as necessary. Access Control Server/Software 1. Server system monitoring (checks for system errors, Door issue, network connection failure, and other system alerts) Run reports and audit system logs. 2. Server(s) are well connected and configured for optimal performance. 3. Check for software/firmware updates and update as needed. 4. Check condition and operation controls as necessary. 5. Check time / date settings and adjust accordingly. 6. Check schedules and access groups. Doors/Card Readers 1. Test all functions of doors/card readers and locks. 2. Examine supporting brackets/hardware and electrified hardware 3. Check physical condition of hardware damage, dust and dirt, etc. 4. Check that proximity range is accurate. 5. Ensure all doors and working properly and according to time schedule set forth in software. 6. Complete and file test report(s). * Pricing total is for a 5 year Maintenance Plan (Begins in January 2020 - January 2025). *****Discount applied below for 5 year plan*****	20	\$8,256.00	\$165,120.00*

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PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT COST	TOTAL
Service Agreement	<ul style="list-style-type: none">- If plan is selected a 5 year discounted service agreement is applied.- If repairs are required beyond warranty and maintenance an hourly labor fee applies, however under this agreement the labor rate is discounted at 25% off the normal labor rates.- There is a minimum of 2 hours labor charge for any needed repairs outside of warranty/maintenance and a travel charge of \$50 that is applied to each service rendered.	1	\$0.00	\$0.00*

* Non-taxable

A 50% deposit is required to proceed with installation once the quote has been accepted. ONE YEAR PARTS WARRANTY, 90 DAYS ON LABOR. Court costs & attorney fees will be added in case of collections. All sales are final & all deposits are non-refundable. All service calls not related to system failure, will be charged the normal service rate. Edgeworth Integration, LLC lists the above client as an additional insured on if required by written contract or agreement. *Quotations are valid for 30 days.

Late Payment. Any Edgeworth invoice not paid within the due date of such billing is subject to interest due and payable by Customer at the rate of one and one-half percent (1.5%) per month or the highest rate allowed by law, whichever is less, on any portion of Edgeworth's invoice which has not been paid. In addition, Customer will pay Edgeworth's costs of collection of any unpaid invoice.

Subtotal	\$165,120.00
Discount	- \$52,720.00
Total	\$112,400.00

3 of 4 pages

Edgeworth Integration, LLC

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Simi Valley, CA 93065

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Pittsburgh, PA 15275

805-915-0211
accounting@edgeworthsecurity.com



Notes Continued...

Signature: _____ Date: _____

EXHIBIT B

CONTRACTOR INSURANCE REQUIREMENTS

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, 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:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of San Mateo, its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor’s insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the Contractor’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days’ prior written notice** (10 days for non-payment) has been given to the City.

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.