

**AGREEMENT WITH PRIORITY 1 PUBLIC SAFETY EQUIPMENT INSTALLATION, INC
FOR THE PURCHASE AND INSTALLATION OF EMERGENCY LIGHTING EQUIPMENT**

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 **Priority 1 Public Safety Equipment Installation, Inc.** a Corporation ("CONTRACTOR"), whose address is 425 Harbor Blvd. #6, Belmont, CA 94402-4048.

RECITALS:

A. CITY desires certain Public Safety Equipment Installation services hereinafter described.

B. CITY desires to engage CONTRACTOR to provide these certain Public Safety Equipment Installation 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 agrees to comply with the City's minimum wage ordinance as codified in Municipal Code Chapter 5.92, which differs from the state minimum wage and includes a Consumer Price Index escalator.

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 or about May 6, 2021, and be completed on or about June 30, 2022.

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 in an amount not to exceed \$144,336.33, a fee pursuant to rates stated in Exhibit B, attached and incorporated by reference.

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, 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, 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 C 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: Eric Bell
City of San Mateo
1961 Pacific Blvd.
San Mateo, Ca 94403

To CONTRACTOR: Priority 1 Public Safety Equipment
Installation, Inc.
Attn: Marc Farber
425 Harbor Blvd. #6
Belmont, CA 94002-4048

**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.

IN WITNESS WHEREOF, CITY OF SAN MATEO and Priority 1 Public Safety Equipment Installation, Inc. have executed this agreement on the day and year first above written.

CITY OF SAN MATEO

CONTRACTOR

Azalea Mitch
Public Works Director

Marc Farber
President

Attachments:

- Exhibit A: Scope of Services
- Exhibit B: Payment Rates
- Exhibit C: Insurance Requirements

EXHIBIT A
SCOPE OF SERVICES

CITY is contracting with CONTRACTOR for the purchase and installation of public safety equipment for each of nine vehicles described in the scope below.

CITY shall deliver the vehicle for equipment installation and CITY shall pick up vehicle when equipment installation is completed.



Priority 1 Public Safety Equipment Installation Inc.

425 Harbor Blvd. #6
Belmont, CA 94002-4048
TEL: (650) 654-9900
FAX: (650) 654-9947

Estimate

Date	Estimate #
5/3/2021	3057

Name / Address
San Mateo Police Dept 200 Franklin Pkwy San Mateo, CA 94403

Attention

Vehicle#	Terms	Rep
2021 Explorer	Net 30	Marc

Item	Description	Qty	Total
27.1.20	27 Circuit Power Distribution Center	1	620.00T
PRI-KIT	Wire harness-Relays, diodes, connectors, hardware etc.	1	450.00T
VALR44S (SU 32317...	Federal signal 44" Valor. Program Special LPSF_BC_PTY1_C2. Label Ctrl with PRGM name. Scene Lights Only in Heads 2-11, L. Alley in Heads L&1, R. Alley in Heads L1&12, SB - Hotfoot Steady, CRUISE = 1 through 12 SB (FULL BRIGHT), TD Overrides SB in 2,11. Hardwire other features/settings same as standard	1	2,200.00T
BK2019ITU20	Setina Aluminum Pushbumper, Standard Install for 2020 Police Interceptor Utility with Whelen ION LED's. Red on Driver Side and Blue on Passenger Side	1	908.00T
SAK9	Whelen universal siren speaker bracket for 315 series speaker.	1	33.21T
Rumbler-3	Rumbler siren system 12V	1	535.00T
RB-FPIU20	Rumbler brackets for 2020 Utility	1	43.00T
ELUC3H010 R	Sound Off Hide-a-Way L.E.D, RED	2	150.00T
ELUC3H010 B	Sound Off Hide-a-Way L.E.D, BLUE	2	150.00T
ENFSGS3RB	Sound Off Nforce dual color red/blue L.E.D grill/deck light	2	242.46T
EMPS2STS4D	Sound Off Mpower red/white stud mount (mounted in prisoner area or patrol vehicle)	2	226.00T
EMPS2STS4D	Sound Off Mpower red/white stud mount (mounted in cargo area of patrol vehicle)	1	113.00T
CW0411-RW	Code 3 interior L.E.D work light red/white with switch. (SPR 001-00-890184)	1	80.00T
MB8U	RG58 Coax antenna cable.	1	14.00T
Subtotal			
Sales Tax (9.5%)			
Total			



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Item	Description	Qty	Total
CPL9C	Antenna connector	1	4.50T
trab4703	Low Profile 470 antenna Blk	1	34.50T
MMSU1	Magnetic mic clip kit.	1	33.00T
ac-MCM1	Troy mic bracket and holder	2	27.00T
ULF44	Whelen four outlet, four channel L.E.D flasher	1	70.98T
GK10342USSCA	Setina T-Rail Gun Mount System with 2 Universal Locks	1	414.85T
inv-con-dn-isuv-20	Innovative 14" sloped console for 2020 Utility with cup holders, armrest and face plates	1	616.90T
PK0228ITU20TM	Setina #10VS RP C2 Horizontal Sliding Window Coated Polycarbonate, with Slotted Poly Window	1	825.00T
PKG-PSM-3006	Havis passenger side heavy duty computer mount for 2020 Utility	1	577.10T
QK0566ITU20	Setina Full Replacement Prisoner Seat with Center Pull Seatbelt System. Includes #12VS Stationary Window Polycarbonate Cargo Partition	1	1,220.00T
WK0595ITU20	Setina Window Barrier VS Polycarbonate	1	260.00T
933-0138A	D&R sub frame for 2020 Ford Utility with liftable door to access spare tire and drop down electronics tray	1	472.50T
Labor		1	4,000.00T
Freight	Freight	1	325.00T
This estimate does not include the Truck Vault which has been ordered in the past by S.M PD and dropped shipped to P1			
Subtotal			\$14,646.00
Sales Tax (9.5%)			\$1,391.37
Total			\$16,037.37

EXHIBIT B

PAYMENT RATES

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 for each instance.

In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONTRACTOR the total amount not to exceed \$144,336.33.

EXHIBIT C

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, 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.