



STAFF REPORT

City Council

Meeting Date:

6/9/2026

Staff Report Number:

26-102-CC

Consent Calendar:

Authorize the city manager to execute a maintenance agreement with Priority 1 Public Safety Equipment Installation, Inc. for on-call vehicle upfitting services

Recommendation

Staff recommends that the City Council authorize the city manager to execute a three-year maintenance agreement with Priority 1 Public Safety Equipment Installation, Inc. (Priority 1) for on-call upfitting vehicles with public safety equipment services for up to \$600,000, with the option to extend the agreement on a yearly basis for up to two additional one-year terms (Attachment A).

Staff further recommends that the City Council authorize the city manager to issue interpretations and execute minor amendments to the contract on behalf of the City, provided such actions do not materially modify the terms of the agreement or obligate additional City funds beyond the limits described in this paragraph.

Policy Issues

This action is consistent with the City's goal of maintaining a safe and operable fleet for the delivery of public services.

Background

On Nov. 18, 2025, City Council authorized the city manager to execute agreements with Winner Chevrolet, Inc. and Towne Ford to purchase the following vehicles and to approve contract change orders of up to \$140,000 to address related or unforeseen scope modifications and expenses (Attachment B):

- Seven (7) Ford Police Interceptor Explorers
- One (1) Chevrolet Tahoe
- Six (6) Ford F-150 Lightnings
- Three (3) Chevrolet Equinoxes

In December 2025, Ford announced that it would discontinue production of the all-electric Ford F-150 Lightning as part of a broader shift toward hybrid vehicles and smaller, lower-cost electric vehicles. As a result, the City revised its planned vehicle purchases by replacing two Ford F-150 Lightnings previously allocated to the police department with two all-electric Chevrolet Blazers and eliminating the remaining four Ford F-150 Lightnings from the replacement plan. Table 1 summarizes the revised fiscal year 2025–26 vehicle purchases. Replacing the two Ford F-150 Lightnings with two Chevrolet Blazers resulted in an

agreement amendment below the \$140,000 threshold, which the City Council previously authorized.

Table 1: Revised fiscal year 2025-26 vehicle purchases			
Department	Vehicle type	Fuel type	Status/action
Police	7 Ford Police Interceptor Explorers	Gasoline	No change
	1 Chevrolet Tahoe	Gasoline	No change
	2 Ford F-150 Lightnings	Electric	Replaced with 2 Chevrolet Blazers (electric)
Public Works	2 Chevrolet Equinoxes	Electric	No change
	4 Ford F-150 Lightnings	Electric	Canceled
Community Development	1 Chevrolet Equinox	Electric	No change

Certain vehicles, such as public safety vehicles for the police department and utility vehicles, require specialized upfitting and modification before they can be placed into service. These modifications include the installation of emergency response equipment, accessories, and related components necessary for public safety operations and utility requirements. Specialized installation is necessary to ensure compatibility with existing public safety systems, compliance with vehicle safety standards and manufacturer warranty requirements, and reliable interoperability of installed equipment.

Analysis

On May 12, staff advertised a request for proposal (RFP) for on-call upfitting vehicles with public safety equipment services for a three-year period, which would allow the City to ensure that vehicles be placed into service in a timely manner, thereby supporting uninterrupted service delivery. The RFP included the installation of the following:

- Light bars and other lighting equipment
- Sirens
- Radio, antennas, computer accessories and associated equipment
- Brackets, mounts and wire harnesses
- Seats, partitions and center consoles
- Drawers, shelves, racks, boxes and storage equipment
- Specialized law enforcement and/or emergency equipment

The City received one proposal from Priority 1. Staff reviewed it based on the following criteria:

- Ability to perform the specific tasks
- Qualifications of the specific individuals who will work on the project
- Specific method or techniques to be used
- Reasonableness of the schedule to complete each task element
- Overall cost of the proposal
- Experience working with the City and/or other local San Francisco Bay Area public agencies
- Service center located within 15 miles from the City's Corporation Yard at 333 Burgess Dr.

Priority 1 has more than 40 years of experience building public safety vehicles and employs factory-trained technicians certified to install equipment from manufacturers, such as SoundOff, Whelen, and StarChase. Priority 1 also has experience reusing serviceable equipment and devices from retired vehicles in newly upfitted vehicles. In addition, they provide a warranty covering all equipment and workmanship for the life of the vehicle, defined as the period during which the vehicle remains in active service with the City. Priority 1 is located in Belmont, which will minimize the environmental impacts associated with long-distance vehicle transport.

Impact on City Resources

Typically, the Vehicle Replacement Fund is used for the upfitting services and is included in the public works vehicle maintenance budget. Of the vehicles purchased in fiscal year 2025-26, nine police department units require upfitting at an estimated cost of \$270,000. Due to insufficient available funding in the Vehicle Replacement Fund this year, approximately \$500,000 in the fiscal year 2025-26 police department budget will be repurposed for vehicle upfitting costs of the nine units. These funds will be encumbered upon execution of the contract and rolled forward to fiscal year 2026-27 as part of assigned fund balance. Funding for fiscal years 2027-28 and 2028-29 will be requested through the annual budget adoption process and will remain subject to City Council approval and available appropriations.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines Sections 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. Agreement
- B. Hyperlink – Nov. 18 Staff Report #25-172-CC:
www.menlopark.gov/files/sharedassets/public/v/1/agendas-and-minutes/city-council/2025-meetings/20251118/e4-20251118-cc-vehicle-purchases-agreements.pdf

Report prepared by:

Joanna Chen, Management Analyst II

Craig Robertson, Public Works Supervisor - Fleet

Report reviewed by:

Azalea Mitch, Public Works Director

MAINTENANCE AGREEMENT

City Manager's Office
701 Laurel Street
Menlo Park, CA 94025
tel 650-330-6620



Agreement #: XXXX

AGREEMENT FOR SERVICES BETWEEN

THE CITY OF MENLO PARK AND PRIORITY 1 PUBLIC SAFETY EQUIPMENT

THIS AGREEMENT made and entered into at Menlo Park, California, this _____, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and PRIORITY 1 PUBLIC SAFETY EQUIPMENT, hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional Services for CITY in connection with that certain project called: On-Call upfitting services with public safety equipment services

WHEREAS, FIRST PARTY is licensed to perform said Services and desires to and does hereby undertake to perform said Services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES, AND CONDITIONS of each of the Parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

- A. In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the Services as set forth in Exhibit "A," Scope of Services.
- B. **Independent Contractor.** FIRST PARTY and CITY each expressly agree and understand that they are creating an independent contractor relationship, and that nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or other fiduciary relationship between FIRST PARTY and CITY. FIRST PARTY shall not have any right, power or authority, either express or implied, pursuant to this Agreement to assume, create or incur any expense, liability or obligation, express or implied, on behalf of CITY, and shall not represent to any person or business that they have such power. FIRST PARTY and CITY further expressly agree and understand that:
1. Neither FIRST PARTY nor any person employed or contracted by FIRST PARTY shall be considered an employee of CITY for any purposes.
 2. FIRST PARTY has the sole right to control and direct the means, manner, and method by which Services under this Agreement will be performed.
 3. FIRST PARTY has the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement, at their own expense; in all cases, FIRST PARTY shall be solely responsible for all matters relating to the payment of its own employees and subcontractors, including, but not limited to, compliance with Social Security and income tax withholdings, workers' compensation

insurance, unemployment compensation payments, and compliance with all regulations governing such matters.

4. The Services required by this Agreement shall be performed by FIRST PARTY or their employees or subcontractors, and CITY shall not hire, supervise, or pay any assistants to help FIRST PARTY.
5. Neither FIRST PARTY nor their employees or subcontractors shall receive any training from CITY in the professional skills necessary to perform Services under this Agreement.
6. Neither FIRST PARTY nor their employees or subcontractors shall be required by CITY to devote full time to the performance of Services required by this Agreement.
7. Neither FIRST PARTY nor their employees or subcontractors are entitled to receive or participate in any medical, retirement, vacation, paid or unpaid leave, or other fringe benefits provided by CITY to its employees, and FIRST PARTY shall be exclusively responsible for all Social Security, self-employment and income taxes, disability insurance, workers' compensation insurance, and/or any other statutory benefits otherwise required to be provided to their employees.
8. FIRST PARTY is solely responsible for all state and federal income and/or other tax obligations, including but not limited to all reporting and payment obligations, if any, which may arise as a consequence of any payment under this Agreement. This includes, but is not limited to, FICA withholdings and payments, state or federal unemployment compensation contributions, and applicable self-employment taxes. FIRST PARTY further agrees to indemnify CITY for any claims or obligations asserted to the contrary by FIRST PARTY or by their employees or subcontractors. Upon request, FIRST PARTY shall provide CITY with proof that such payments have been made.

C. **Compliance with Law.** The Services shall be performed in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and orders. The Services to be provided are subject to prevailing wage laws under California Labor Code Section 1720 et. seq. FIRST PARTY shall pay prevailing wages to its employees on any agreement in excess of \$1,000.00. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by Director of the State of California Department of Industrial Relations, are on file at the City's Public Works Department and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>]. FIRST PARTY shall comply with the 8- hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. FIRST PARTY and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. FIRST PARTY shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to this Agreement.

D. **Professional Competence.** FIRST PARTY represents that it has the professional skills necessary to perform the Services and that it will perform the Services in a skillful and professional manner. FIRST PARTY represents that it has all the necessary licenses to perform the Services and shall maintain them throughout the term of this Agreement. FIRST PARTY agrees that the Services shall be performed consistent with the professional skill and care ordinarily provided by _____ practicing in the same or similar locality under the same or similar circumstances. CITY and FIRST PARTY agree that FIRST PARTY is in responsible charge of the Services. Acceptance by CITY of the Services does not operate as a release of FIRST PARTY from professional responsibility for the Services performed.

E. **Confidentiality.** FIRST PARTY agrees to maintain in confidence and not disclose to any person, firm, governmental entity or corporation, without CITY's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process or operation of CITY. FIRST PARTY further agrees to maintain in confidence and not to disclose to any person, firm, governmental entity or corporation any data, information, technology, or material developed or obtained by FIRST PARTY during the

performance of the Services. The covenants contained in this shall survive the termination of this Agreement for whatever cause.

- F. **Ownership of Material.** Any reports and other material prepared by or on behalf of FIRST PARTY under this Agreement (collectively, the "Documents") and provided to the CITY shall be and remain the property of CITY. All Documents not already provided to CITY shall be delivered to CITY on the date of termination of this Agreement for any reason. The Documents may be used by CITY and its agents, employees, representatives and assigns, in whole or in part, or in modified form, for all purposes CITY may deem appropriate without further employment of or payment of any compensation to FIRST PARTY.
- G. **Documentation.** FIRST PARTY shall keep and maintain full and complete documentation and accounting records, employee time sheets, and correspondence pertaining to the performance of the Services, and FIRST PARTY shall make such documents available for review and/or audit by CITY and CITY's representatives at all reasonable times for at least four years after the termination of this Agreement or completion of the Services.
- H. **Conflict of Terms:** In the event of any conflict, inconsistency, or ambiguity between the terms and conditions of this Agreement and the terms of any exhibit, attachment or other incorporated document (including the Scope of Services), the terms of this Agreement shall govern and control. If any conflict or inconsistency is identified, FIRST PARTY shall immediately notify the CITY in writing and seek clarification or resolution from the CITY before proceeding with any work that may be affected by such conflict. The CITY'S written determination shall be final and binding.

2. SCHEDULE FOR WORK

- A. **Effective Date.** This Agreement shall become effective upon execution of the second signature and shall remain in full force and effect until the Services are completed (the "Term"). FIRST PARTY agrees to complete all Services pursuant to this Agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other, or the other's employees and agents.
- B. **Notice to Proceed:** FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the Agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this Agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A," Scope of Services).

4. COMPENSATION AND PAYMENT

- A. **Compensation:** CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$600,000 as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable. FIRST PARTY's fee for the Services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and Services incurred by FIRST PARTY and used in carrying out or completing the work.

- B. Invoices:** Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the Services performed to CITY. This statement shall include, at a minimum, the project title, Agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of FIRST PARTY's relevant records pertaining to the charges.
- C. Invoice Documentation:** FIRST PARTY shall bill each month to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain the total Agreement amount subtracting the invoices paid and billing. By submitting an invoice for payment under this Agreement, FIRST PARTY is certifying compliance with all provisions of the Agreement. FIRST PARTY shall not invoice City for any duplicate Services performed by more than one person. City shall independently review each invoice submitted by FIRST PARTY to determine whether the Services performed, and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause FIRST PARTY to be paid within thirty (30) days of receipt of FIRST PARTY's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by FIRST PARTY which are disputed by City, or as provided in this Section. In the event any charges or expenses are in dispute by City, the original invoice shall be returned by City to FIRST PARTY for correction and resubmission. Review and payment by City of any invoice provided by FIRST PARTY shall not constitute waiver of any rights or remedies provided herein or any applicable law. FIRST PARTY shall bill the City as Services are complete. CITY reserves the right to deny payment to FIRST PARTY for any invoice submitted more than 90 days after performance of Services or expenses are incurred by FIRST PARTY.
1. FIRST PARTY shall submit detailed and itemized monthly invoices in a form satisfactory to CITY on or before the tenth (10th) day of each month for Services provided during the preceding month.
 2. Invoices shall include sufficient documentation, including time records, cost records, receipts, and other materials necessary to substantiate the performance and costs of the Services. CITY shall review and verify the accuracy and completeness of each invoice within thirty-five (35) days after receipt. CITY, at its sole discretion, may correct, modify, or disallow any charges contained in the invoice that are inconsistent with this Agreement, unsubstantiated, excessive, or otherwise not in compliance with CITY's standards or instructions. Any such corrections or modifications shall be deemed final and binding upon FIRST PARTY.
 3. Upon completing its review, CITY shall make payment to FIRST PARTY for the amount approved by CITY, subject to applicable deductions, corrections, or offsets as deemed appropriate by CITY. No payment made by CITY shall constitute or be construed as acceptance of any Services or waiver of any rights or remedies available to CITY under this Agreement.
 4. CITY reserves the right to withhold payment in whole or in part if: (a) Services are not performed to the satisfaction of CITY; (b) There are delays not authorized or excused by CITY in the performances of Services; (c) FIRST PARTY fails to provide satisfactory documentation of the Services rendered, or documentation reflecting information CITY has requested; and/or (d) FIRST PARTY is otherwise in default of this Agreement.
 5. Withheld payments shall not relieve FIRST PARTY of its obligations to perform under this Agreement, and CITY shall not be liable for any interest, penalties, or damages related to the withholding of payment.
 6. In the event of a payment dispute, FIRST PARTY agrees to continue performance of all Services under this Agreement without delay or interruption, regardless of the status or resolution of such dispute. CITY shall resolve any payment disputes in good faith. Upon termination or expiration of this Agreement, CITY shall reconcile all outstanding invoices and payments. CITY may offset any amounts due to FIRST

PARTY against amounts owed to CITY due to breach, nonperformance, or other defaults by FIRST PARTY.

- D. **Status Reports.** Together with each monthly invoice, FIRST PARTY shall submit a status report detailing the amount expended on the Services to that date and the remaining amount to be expended before the Cost Ceiling is reached. FIRST PARTY shall notify CITY in writing when payments have reached 90% of the To Not Exceed Amount.

5. EQUAL EMPLOYMENT OPPORTUNITY

- A. FIRST PARTY, with regard to the work performed by it under this Agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status, or age in the retention of sub-consultants, including procurement of materials and leases of equipment.
- B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.
- E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.
- F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's Agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

- A. FIRST PARTY shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however that claims for money due or to become due to the FIRST PARTY from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.
- B. In the event there is a change of more than 30% of the stock ownership or ownership in FIRST PARTY from the date this Agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this Agreement upon notice to FIRST PARTY.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this Agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the Services and full control over the employment, direction, compensation, and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's Services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Azalea A. Mitch
Public Works Department

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
650-330-6740
publicworks@menlopark.gov

Notices required to be given to FIRST PARTY shall be addressed as follows:

Priority 1 Public Safety Equipment
425 Harbor Blvd. #6
Belmont, CA 94002
650-654-9900
david@priority1pse.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

10. HOLD HARMLESS

To the fullest extent allowed by law, FIRST PARTY hereby agrees to defend, indemnify and save harmless CITY, its Council, boards, commissions, officers, employees, directors, volunteers and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of FIRST PARTY or its Subcontractors), cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, at law or equity, which may be brought against, or suffered or sustained by, City of Menlo Park, its Council, boards, commissions, officers, employees, directors, volunteers, or agents that arise out of, pertain to or relate to any negligence, recklessness, or willful misconduct of FIRST PARTY, any subcontractors, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the FIRST PARTY shall meet and confer with other Parties regarding unpaid defense costs.

The duty of FIRST PARTY to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however that nothing herein contained shall be construed to require FIRST PARTY to indemnify City of Menlo Park, its Council, boards, commissions, officers, employees, and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

FIRST PARTY's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

11. INSURANCE

- A. FIRST PARTY shall not commence work under this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.
- B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Workers' compensation and employer's liability insurance:

The FIRST PARTY shall have in effect during the entire life of this Agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement" (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability insurance:

The FIRST PARTY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this Agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate, or one million dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this Agreement in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.

3. Automobile insurance:

FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this Agreement in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.

4. Professional liability insurance:

~~FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this Agreement, in the amount of not less than one million dollars (\$1,000,000) per claim and two million (\$2,000,000) in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of Services described herein.~~

- C. CITY and its subsidiary agencies, and their officers, agents, employees, and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.
- E. Before the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.

12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/Services to be performed, at his/her own expense, before commencement of said work/Services or forfeit any right to compensation under this Agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications, or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications, or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this Agreement or which are developed, produced, and paid for under this Agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this Agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

16. TERMINATION OF AGREEMENT

- A. **Notice of Termination:** CITY may give thirty (30) days written notice to FIRST PARTY, terminating this Agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
1. Immediately discontinue all Services affected (unless the notice directs otherwise); and
 2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this Agreement, whether completed or in process.
 3. **Compensation:** If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed Services. If the termination is due to the failure of FIRST PARTY to fulfill its Agreement, CITY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.
 4. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph 3 of this Section.
- B. **Remedies:** The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
- C. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for Services properly performed and expenses properly incurred through the termination date.

17. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and Services provided pursuant to this Agreement

19. BREACH OF AGREEMENT

- A. This Agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of the CITY.
- B. The CITY reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this Agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of Agreement.

20. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the Parties.

21. CAPTIONS

The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify or aid in the interpretation, construction, or meaning of any provisions of this Agreement.

22. GOVERNING LAW AND VENUE

The Agreement shall be deemed to have been executed in the City of Menlo Park, California. Enforcement of the Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Agreement, nothing in the Agreement shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of the Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause. The venue for any litigation shall be San Mateo County.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency and the State of California.

24. TERM OF AGREEMENT

This Agreement shall remain in effect for the period of Jul. 1, 2026 through Jun. 30, 2029 unless extended, amended, or terminated in writing by CITY. Annual adjustments to the hourly rates submitted in the proposals shall be permitted upon City's approval, not to exceed the lesser of three percent (3%) or the annual percentage increase in the Consumer Price Index (CPI-U) for the San Francisco-Oakland-San Jose area for the month of June.

25. ENTIRE AGREEMENT

This document constitutes the sole Agreement of the Parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between Parties not expressly stated in this document are not binding.

All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties to this Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

Signature

Date

Printed name

Title

Tax ID#

APPROVED AS TO FORM:

Nira F. Doherty, City Attorney

Date

FOR CITY OF MENLO PARK:

Justin I. C. Murphy, City Manager

Date

ATTEST:

Judi A. Herren, City Clerk

Date

EXHIBIT “A” – SCOPE OF SERVICES**A1. SCOPE OF WORK**

FIRST PARTY agrees to provide consultant Services for CITY’s Public Works Department. In the event of any discrepancy between any of the terms of FIRST PARTY’s proposal and those of this Agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following Services:

Provide general consultant Services for projects as determined by the CITY. The detailed Scope of Work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1, which will become part of this Agreement. A notice to proceed will be issued separately for each separate Scope of Work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these Services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon: (a) FIRST PARTY’s standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY before the commencement of the work.

A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various Services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK – EXTRA WORK

In addition to Services described in Section A1, the Parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional Services including but not limited to:

- Change in the Services because of changes in the Scope of Work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s Services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this Agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and FIRST PARTY. Such supplemental Agreement shall be executed by FIRST PARTY and may be approved by the City Manager upon recommendation of the Department Head.

A5. BILLINGS

FIRST PARTY's bills shall include the following information: A brief description of Services performed, project title and the agreement number; the date the Services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount;

Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate Services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.

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PROJECT SPECIFICATIONS AND TERMS FOR ON-CALL UPFITTING VEHICLES WITH PUBLIC SAFETY EQUIPMENT SERVICES

Public Works

701 Laurel St., Menlo Park, CA 94025

tel 650-330-6740



Scope of services

Contractor shall provide all equipment, materials, transportation, and labor for the purchase and installation of emergency response vehicle equipment and related supplies for the Police Department safety vehicles. The City may occasionally request upfitting services on nonpublic safety vehicles, such as maintenance and utility trucks.

The contractor shall perform upfitting services for various classifications, types, and makes and models of vehicles as requested by the City and will provide equipment, materials, and labor to perform the installation of provided equipment and materials as directed. Upfitting installation work shall be consistently performed across all units with no substantive difference in design, layout, and installation from vehicle to vehicle. The contractor shall review every vehicle identified for upfitting services with the City prior to commencement of upfitting services including all equipment, materials, and labor.

Work by the contractor may include but is not limited to equipping and installing:

- Light bars and other lighting equipment
- Sirens
- Radio, antennas, computer accessories and associated equipment
- Brackets, mounts and wire harnesses
- Seats, partitions and center consoles
- Drawers, shelves, racks, boxes and storage equipment
- Specialized law enforcement and/or emergency equipment
- All wiring connections must be crimped and clearly labeled. Wirings must be run through the center of the vehicle, under door sills, or above headliner and down pillars.

Installation and parts for each vehicle must consist of the specific manufacturers as requested by the City and be consistent in each vehicle type. Certain manufacturers listed herein are not currently intended for use; however, they are included for completeness and potential future consideration. Parts used for these installations shall include, but are not limited to products from these manufacturers:

- 911 Circuits
- Ace K9
- Angel Armor
- Blac-Rac Gun Locks
- Blue Sea Systems
- Federal Signal
- Havis
- Hint Mounts/Westin Automotive
- Innovative Emergency Equipment
- Kussmaul
- Santa Cruz Gun Locks
- Secure Idle
- Setina
- Sound Off Signal
- Trov Products
- Truck Vault

- Whelen

In some cases, it may be requested by the City that the contractor re-use equipment or devices from a vehicle being retired in a new vehicle being upfitted. In such cases, the contractor shall unequip the applicable equipment and reuse all parts and hardware, to a reasonable extent, and reinstall into the new vehicle being upfitted.

Any additional equipment/repair work/services shall be provided upon request on an as-needed basis with specific information provided by a member of the City's Fleet team to the contractor.

Terms

In addition to Section 24. Term of Agreement of the Maintenance Agreement, the following terms apply:

Location of work

When work is performed at the contractor's site, the vehicles shall be stored in a secure area at the contractor's site with precautions taken to protect the vehicle from vandalism, theft, or damage.

Inspection; acceptance of goods and services

All goods and services are subject to final inspection and acceptance by the City. Acceptance of all goods and services shall occur only after the City has inspected the completion of services.

Transportation of vehicles for services

Contractor shall be responsible for picking up vehicles from various City locations and delivering upon completion.

Sub-contractor

Contractor shall not subcontract any portion of the scope of services without prior written approval from city staff.

Turn-around time

The contractor shall complete each vehicle upfitting within ten (10) days of job approval and delivery of vehicle to the contractor. The time starts when work commences on vehicle at contractor's location unless other terms are agreed upon. Failure to deliver on time may be grounds for termination of this Agreement.

The contractor shall remedy all such defects at their own expense within ten (10) days after notification by the City.

All work performance will be in accordance with the standards established by the manufacturer, as well as the Consumer Electronics Association (CEA), Mobile Electronics Certified Professional (MECP) and the National Institute for Automotive Service Excellence (ASE), as applicable.

Warranty

All equipment, materials, and services provided by the contractor shall be free from defects in material and workmanship. All equipment and workmanship shall be warranted for the life of the vehicle, which is defined as the period during which the vehicle remains in active service with the City.

All warranty repairs, including travel time, shall be performed at no cost to the City. During the warranty period, any defective goods, equipment, or services shall be repaired or replaced promptly at the contractor's location if the repair at the city location is not possible.

All repairs must be completed and equipment returned within seventy-two (72) hours of a service request. If this timeframe is not met, the contractor shall provide substitute equipment of equal type and quality until the City's equipment is restored to full operating condition.

Prices

- All quotes will be held firm for a minimum of ninety (90) days after the proposal due date to allow the City sufficient time to consider each submission and make an award. By submitting a quote, the contractor acknowledges full familiarity with all aspects of this solicitation, including installation sites, specifications, and requirements. Failure to examine any site, equipment, form, instrument, or document shall not relieve the contractor of any obligations under this bid.
- If there are any deviations from the brands and/or specifications, the bidder must note such differences, brand names, model numbers, and attach brochures and a complete description of the goods or services bid. The burden of showing the equivalency is on the bidder.

- All charges shall be billed in accordance with the bidders submitted pricing. The City will not accept or pay any premiums, or any other surcharges that are not identified in this agreement.
- Upon award, the contractor shall provide current manufacturer price lists corresponding to all discounts included in the awarded rate sheet. These price lists will be used to validate invoice pricing and shall be provided to the City at no cost. Invoices shall include the manufacturer's list price, the applicable discount, and the resulting net price for each item purchased. The contractor is responsible for notifying the City's primary contact and the Public Works Business Team of any changes to manufacturer or catalog list prices during the contract term.
 - o Manufacturer parts discounts shall remain fixed for the duration of the agreement. Markups on parts shall not exceed 10%.

Outcome and performance standards

The contractor shall ensure all services meet the standards outlined in this scope of services, including adherence to safety protocols and quality expectations for public safety equipment upfitting services. Upon project completion, the Contractor shall provide all applicable warranty certificates and guarantees to the City.

Labor rates**EXHIBIT A-1**

Contractors shall indicate their hourly rate for these services shall apply to all vehicle and equipment makes, models, and types during the contractor's normal business hours. Overtime will not be required. Quantity is for estimated installation time on the Lots 1, 2, 3, and 4 vehicles above and are for bid evaluation purposes only.

If other services are offered, please attached a separate sheet with associated rates

Quantity	Unit of measurement	Description	Unit price	Total price
80	Hour	Shop labor rate	\$125.00	\$10,000.00
1	Hour	Strip out rate (Remove equipment from old vehicle and reinstall in new vehicle)	\$125.00	\$125.00
2	One-way trip	Pick-up/deliver/travel	\$0.00	\$0.00
1	Hour	Warranty-related work for equipment and worksmanship	\$0.00	\$0.00
1	Hour	Out of warranty-related work for equipment and worksmanship	\$125.00	\$125.00
Flat rate		Freight	\$400 to \$700	

Discount of manufacturer's list price		
All receipts/invoices/price verification must be provided with these discounts. Discounts shall remain the same for the term of the Agreement. The manufacturers listed below are required by the City. Please attach a list of other manufacturers you carry and the discount off list price for each manufacturer. Invoicing must be demonstrated as a percentage. For example: Material \$1,000 - 10% (\$100) = \$900		
Description	Discount of list price	
911 Circuits	15	%
Ace K9	15	%
Angel Armor	15	%
Blac-Rac Gun Locks	15	%
Blue Sea Systems	15	%
Federal Signal	15	%
Havis	15	%
Hint Mounts/Westin Automotive	15	%
Innovative Emergency Equipment	15	%
Kussmaul	15	%
Santa Cruz Gun Locks	15	%
Secure Idle	15	%
Setina	15	%
Sound Off Signal	15	%
Trov Products	15	%
Truck Vault	15	%
Whelen	15	%

Sub-contractor pricing		
All receipts/invoices/price verification must be provided with these markups. Markups shall remain the same for the term of the Agreement. Rates must be in compliant of prevailing wages. Invoicing must be demonstrated as a percentage. For example: Sub-contractor invoice for services \$10,000 + 10% (\$1,000) = \$11,000		
Description	Markup	
Subcontractor	10	% markup. Maximum markup is 15%.