

MASTER SERVICE AGREEMENT FOR ON-CALL MECHANICAL ENGINEERING CONSULTANT SERVICES

This Master Service Agreement ("**Agreement**") is entered into this 2nd day of September, 2020 ("**Effective Date**"), by and between the CITY OF ALAMEDA, a municipal corporation (the "**City**"), and **PRAGMATIC PE, Inc.**, a California corporation, whose address is **1885 Concourse Drive, San Jose, CA 95131** (the "**Provider**"), in reference to the following facts and circumstances:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: on-call mechanical engineering professional services. On April 23, 2020 City staff issued a Request for Proposal and after a submittal period of 21 days received 10 timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for on-call mechanical engineering professional services, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall be five (5) years commencing on the 2nd day of September 2020, and shall terminate on the 30th day of June 2025 unless terminated earlier as set forth herein.

2. COMPENSATION:

a. **“Not to Exceed” Compensation.** The compensation payable to Provider for requested services identified in this Agreement shall not exceed \$100,000 per year (July 1 to June 30) for each of the five (5) years for a total not to exceed contract amount of \$500,000. City reserves the right to not request any services of Provider during the entire duration of this Agreement. Provider shall only be paid for services performed under this Agreement to the extent authorized by the written Task Order approved by the Public Works Director. The City does not guarantee any specific amount of work, if any, or billable hours that will be preauthorized. No overhead or other expenses can be recovered for interim periods when Provider’s services are not utilized by City.

b. **Billing.** By the 7th day of each month, Provider shall submit to City an invoice for the total amount of work done during the previous month. The invoice shall identify the services performed, the charges for the services, the personnel who performed the services, the hours worked, hourly rates used, reimbursable expenses and the Public Work’s Director’s authorized representative, if any. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit “B.” Provider shall provide monthly invoices no later than thirty (30) days after the end of each month. City shall have no obligation to pay Provider for services performed more than 90 days prior to the date the City receives the invoice for services. City shall make monthly payments to Provider for services which are performed in accordance with this Agreement and to the satisfaction of City. Extra work must be approved in writing by the Public Works Director prior to performance of work and shall be paid on a **“Time and Material”** basis, as set forth in Exhibit “B”.

c. **Provider’s Failure to Perform.** In the event Provider performs services which do not comply with the requirements of this Agreement, Provider shall, upon receipt of written notice from City, re-perform the services (without additional compensation to Provider). If Provider’s failure to perform in accordance to this Agreement causes damage to City, Provider shall reimburse City for the damaged incurred (which may be charged as an offset to Provider’s payment).

3. SERVICES TO BE PERFORMED:

a. Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit “A” as requested. Provider acknowledges that the work plan included in Exhibit “A” is preliminary and does not commit City to request Provider to perform all or any tasks included therein.

b. At such time as services are needed by City from Provider, City will discuss with Provider the general parameters of the applicable scope of services. In response, Provider shall deliver to City, no later than ten (10) calendar days after the date of its discussion with City, a **“Preliminary Task Order,”** which shall include a scope of work

and cost of proposal for the services needed by City. Provider's proposal shall include a breakdown of estimated hours and a work schedule. No work shall be performed by Provider until the Preliminary Task Order is accepted in writing by City as evidenced by City's issuance to Provider of a final "Task Order." Consultant shall commence performance and complete all required services no later than the dates set forth in accordance with the approved, final Task Order.

4. TIME IS OF THE ESSENCE:

Provider and City agree that time is of the essence regarding the performance of this Agreement and the timing requirements set forth herein and in each Task Order shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Provider shall commence performance and shall complete all required services no later than the dates set forth in each Task Order. Any services for which times for performance are not specified in this Agreement or a Task Order shall be commenced and completed by Provider in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Provider by City. Provider shall submit all requests for extensions of time to City in writing no later than ten (10) days after the start of the condition which Provider claims justifies such extension and not later than the date on which performance is due.

5. STANDARD OF CARE:

Provider shall comply with all applicable legal requirements, including, without limitation, all federal, state and local laws (including ordinances and resolutions), whether or not expressly referred to in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Provider, performing under circumstances similar to those required by this Agreement.

6. AUTHORIZED REPRESENTATIVES:

a. **City's Authorized Representative.** For the performance of services under this Agreement, Provider shall take direction from the Public Works Director or the City Engineer, unless otherwise designed in writing by the Public Works Director or the City Manager.

b. **Provider's Representative.** Provider understands that, in entering into this Agreement, City has relied upon the representations set forth in Provider's proposal regarding the qualifications of Provider's representatives. Accordingly, Provider shall not utilize any personnel other than those identified in Exhibit "C" without the prior written consent of City. Refer to section 14 of this Agreement regarding sub-providers.

7. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue

of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

8. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

9. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate Union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

10. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent, reckless or intentional act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence, recklessness or willful misconduct on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

11. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California.

c. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

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Provider Initials

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence

Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured

shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

12. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

13. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or his or her designee may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

14. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City

Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which Provider then analyzes and incorporates into its work product.

15. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

16. INFORMATION AND OWNERSHIP OF WORK PRODUCTS:

a. City has used reasonable efforts to deliver to Provider information necessary for Provider's performance of services under this Agreement. If Provider believes additional information is required, Provider shall promptly notify City and City will deliver to Provider all requested information in City's possession to the extent permitted by applicable law. Provider shall not claim delay in performance of work due to lack of information if additional information was not timely requested by Provider from City within seven (7) business days from the date of City's final Task Order.

b. All drawings, plans, reports, maps, specifications, calculations, documents and intellectual property developed, prepared or discovered by Provider (including its employees and sub-providers) in connection with this Agreement, whether complete or in progress (collectively "**work product**") are the property of City and shall be delivered to City at the completion of Provider's services or upon demand by City, whichever occurs first; provided that Provider may retain a copy of the work product.

c. City acknowledges that its use of the work product is for the purposes contemplated by the scope of work in this Agreement and each final Task Order and Provider makes no representation regarding the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

d. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without the prior approval of the City Manager or his/her designee.

e. Provider shall, at such time and in such form as the City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

f. Provider shall correct, at no cost to City, any and all errors, omissions, or ambiguities in the work product submitted to City, provided City gives notice to Provider. If Provider has prepared plans and specifications or other design documents to be used in construction of a project, Provider shall be obligated to correct any and all errors, omissions or ambiguities in the work product discovered prior to and during the course of construction of the project. This obligation shall survive termination of this Agreement.

17. PROVIDER RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "Records").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. City has the right to examine and audit the Records, and to make copies or transcripts thereof as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of five (5) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

18. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
ATTENTION: Robert Vance, Senior Engineer
Ph: (510) 747-7972 / Fax: (510) 769-6030
Email: rvance@alamedaca.gov

All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

Pragmatic Professional Engineers
1885 Concourse Drive
San Jose, CA 95131
ATTENTION: Sargon Ishaya, PE, LEED AP
Ph: (408) 813-2970 / Email: Sargon@PragmaticPE.com

All updated insurance certificates from Provider to City shall be addressed to City at:

City of Alameda
Public Works Department
950 W. Mall Square #110
Alameda, CA 94501
ATTENTION: Maria Sanchez, Executive Assistant
Ph: (510) 747-7930 / Email: msanchez@alamedaca.gov

19. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify City within twenty-four (24) hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

20. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 20.c. shall survive the expiration or early termination of this Agreement.

21. ATTORNEYS' FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed

by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

26. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

27. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

28. SIGNATORY:

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

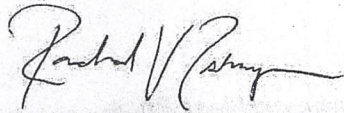
29. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

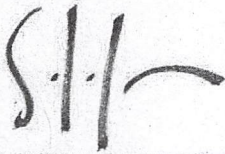
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IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

PRAGMATIC PE, INC.
A California corporation



Rachael Ishaya
President

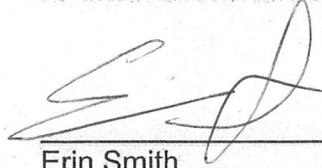


Sargon Ishaya
Treasurer

CITY OF ALAMEDA
A Municipal Corporation

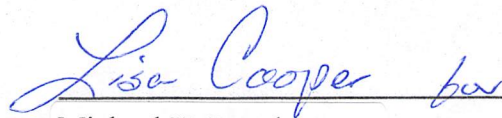
Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL



Erin Smith
Interim Public Works Director

APPROVED AS TO FORM:
City Attorney



Michael H. Roush
Chief Ass't City Attorney

EXHIBIT A
SCOPE OF SERVICES
FOR
MECHANICAL ENGINEERING SERVICES

The scope of work includes, but is not limited to, the following:

1. Provide staff and services on an on-call, as-needed basis.
2. Provide mechanical design and/or construction management services for repair and replacement of City infrastructure.
3. Provide in-house personnel or subconsultants for minor civil, structural, electrical, instrumentation and controls, asbestos and lead abatement, landscaping architecture, and LEED certification as needed to complete work.
4. Provide the full range of mechanical engineering services including preliminary studies, public outreach, drawings, specifications, estimates and other professional services.
5. During construction, make on-site visits; review material submittals, shop drawings and test results; respond to RFIs; draft change orders; and review pay estimates.

Typical projects may include:

1. Sewer, storm drain, and lagoon pump station upgrades or replacements
2. Motorized weirs on lagoons
3. HVAC renovations
4. Plumbing renovations

Hourly Rate Schedule

Drafter I = \$65
Drafter II = \$78
Drafter III = \$90
Drafter IV = \$105
Drafter V = \$115
Drafter VI = \$120

Engineer I = \$95
Engineer II = \$102
Engineer III = \$113
Engineer IV = \$131
Engineer V = \$144
Engineer VI = \$162
Engineer VII = \$202
Engineer VIII = \$220




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 	Angela Frangieh Insurance Agency, Inc. Angela Frangieh Agent 1465 Park Ave San Jose, CA 95126	CONTACT NAME: Ariana Bolton PHONE (A/C, No, Ext): 408-793-8300 FAX (A/C, No): 408-793-8309 E-MAIL ADDRESS: ariana.bolton.yv@statefarm.com																				
	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A</td><td>:State Farm General Insurance Company</td><td>25151</td></tr><tr><td>INSURER B</td><td>:State Farm Mutual Automobile Insurance Company</td><td>25178</td></tr><tr><td>INSURER C</td><td>:</td><td></td></tr><tr><td>INSURER D</td><td>:</td><td></td></tr><tr><td>INSURER E</td><td>:</td><td></td></tr><tr><td>INSURER F</td><td>:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	:State Farm General Insurance Company	25151	INSURER B	:State Farm Mutual Automobile Insurance Company	25178	INSURER C	:		INSURER D	:		INSURER E	:		INSURER F	:
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INSURER D	:																					
INSURER E	:																					
INSURER F	:																					
INSURED	SARGON ISHAYA PRAGMATIC PE INCORPORATED 1885 CONCOURSE DR SAN JOSE, CA 95131																					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	97-CP-Z950-1	03/17/2020	03/17/2021	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>336,900</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>4,000,000</td></tr><tr><td></td><td>\$</td><td>2,400</td></tr></table>	EACH OCCURRENCE	\$	2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	336,900	MED EXP (Any one person)	\$	5,000	PERSONAL & ADV INJURY	\$	2,000,000	GENERAL AGGREGATE	\$	4,000,000	PRODUCTS - COMP/OP AGG	\$	4,000,000		\$	2,400
EACH OCCURRENCE	\$	2,000,000																										
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PRODUCTS - COMP/OP AGG	\$	4,000,000																										
	\$	2,400																										
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			452 1483-D13-05	04/13/2020	10/13/2020	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td>1,000,000</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td>1,000,000</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td>1,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$		BODILY INJURY (Per person)	\$	1,000,000	BODILY INJURY (Per accident)	\$	1,000,000	PROPERTY DAMAGE (Per accident)	\$	1,000,000		\$							
COMBINED SINGLE LIMIT (Ea accident)	\$																											
BODILY INJURY (Per person)	\$	1,000,000																										
BODILY INJURY (Per accident)	\$	1,000,000																										
PROPERTY DAMAGE (Per accident)	\$	1,000,000																										
	\$																											
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			97-BD-Z508-7 G	10/16/2019	10/16/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	5,000,000	AGGREGATE	\$			\$													
EACH OCCURRENCE	\$	5,000,000																										
AGGREGATE	\$																											
	\$																											
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A Y	97-MB-D046-9	12/28/2019	12/28/2020	<table border="1"><thead><tr><th></th><th>PER STATUTE</th><th>OTH-ER</th></tr></thead><tbody><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></tbody></table>		PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
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E.L. EACH ACCIDENT	\$	1,000,000																										
E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																										
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																										
A	Professional Liability			PS0000003539510	09/15/2019	09/15/2020	3,000,000																					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Alameda
Public Works Department
950 West Mall Square, Room #110
Alameda, CA 94501
ATTN: Maria Sanchez, Executive Assistance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ariana Bolton

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CMP-4786 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS
(Scheduled)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 97-CP-Z950-1

Named Insured:

Sargon Ishaya
Pragmatic PE Incorporated
1885 Concourse Dr
San Jose, CA 95131

Name And Address Of Additional Insured Person Or Organization:

City of Alameda
Public Works Department
950 West Mall Square, Room #110
Alameda, CA 94501

- 1. SECTION II — WHO IS AN INSURED of SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

a. Ongoing Operations

- (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for that additional insured; or

b. Products-Completed Operations

"Your work" performed for that additional insured and included in the "products-completed operations hazard".

- 2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
- 3. Primary Insurance. The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.



State Farm Mutual Automobile Insurance Company

PO Box 853919
Richardson, TX 75085-3919

R 71102-3-P

MUTL VOL

DECLARATIONS PAGE

NAMED INSURED

AT1 001608 0058 05-0119-3 P A
ISHAYA, SARGON & RACHAEL
1177 BRANHAM LN APT 150
SAN JOSE CA 95118-3766

POLICY NUMBER 452 1483-D13-05A
POLICY PERIOD JUL 29 2020 to OCT 13 2020
12:01 A.M. Standard Time

AGENT
ANGELA FRANGIEH INS AGCY INC
1465 PARK AVE
SAN JOSE, CA 95126-2530

PHONE: (408)793-8300

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID. NUMBER	CLASS
2019	HONDA	CLARITY	4DR	JHMZC5F17KC005112	6030C21S

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage Bodily Injury Limits Each Person, Each Accident \$1,000,000 \$1,000,000 Property Damage Limit Each Accident \$1,000,000	\$124.68
C	Medical Payments Coverage Limit - Each Person \$5,000	\$4.65
D	Comprehensive Coverage - \$500 Deductible	\$19.69
G	Collision Coverage - \$1,000 Deductible	\$92.25
H	Emergency Road Service Coverage	\$1.74
U	Uninsured Motor Vehicle Coverage Bodily Injury Limits Each Person, Each Accident \$500,000 \$1,000,000	\$32.13
U1	Uninsured Motor Vehicle Property Damage Coverage	\$2.21
Total premium for JUL 29 2020 to OCT 13 2020		\$277.35 This is not a bill.

IMPORTANT MESSAGES

Replaced policy number 4521483-05.
Your total renewal premium for APR 13 2020 to OCT 13 2020 is \$674.81.
Location used to determine rate charged-1037 FAIRVIEW AVE, SAN JOSE CA 95125-2527.

EXCEPTIONS, POLICY BOOKLET & ENDORSEMENTS (See policy booklet & individual endorsements for coverage details.)

YOUR POLICY CONSISTS OF THIS DECLARATIONS PAGE, THE POLICY BOOKLET -
FORM 9805B, AND ANY ENDORSEMENTS THAT APPLY, INCLUDING THOSE ISSUED TO YOU
WITH ANY SUBSEQUENT RENEWAL NOTICE.
CREDITOR- CITY OF ALAMEDA PUBLIC WORKS DEPARTMENT ATTN MARIA SANCHEZ EXEC
ASST, 950 W MALL SQ STE 110, ALAMEDA CA 94501-7552.
6126MD EXCESS COVERAGE FOR PERSONAL VEHICLE SHARING.
6128AC AMENDATORY ENDORSEMENT.

Agent: ANGELA FRANGIEH INS AGCY INC
Telephone: (408)793-8300
Prepared AUG 04 2020 0119-B0C

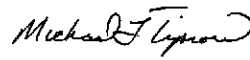
This policy is issued by State Farm Mutual Automobile Insurance Company.

MUTUAL CONDITIONS

- 1. Membership.** While this policy is in force, the first insured shown on the Declarations Page is entitled to vote at all meetings of members and to receive dividends the Board of Directors in its discretion may declare in accordance with reasonable classifications and groupings of policyholders established by such Board.
- 2. No Contingent Liability.** This policy is non-assessable.
- 3. Annual Meeting.** The annual meeting of the members of the company shall be held at its home office at Bloomington, Illinois, on the second Monday of June at the hour of 10:00 A.M., unless the Board of Directors shall elect to change the time and place of such meeting, in which case, but not otherwise, due notice shall be mailed each member at the address disclosed in this policy at least 10 days prior thereto.

In Witness Whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.


Secretary


President

IMPORTANT NOTICE:

California law requires us to provide you with information for filing complaints with the State Insurance Department regarding the coverage and service provided under this policy.

Your agent's name and contact information are provided on the front of this document. Another option is to reach out by mail or phone directly to:

State Farm® Executive Customer Service
PO Box 2320
Bloomington IL 61702
Phone # 1-800-STATEFARM (1-800-782-8332)

Department of Insurance complaints should be filed only after you and State Farm or your agent or other company representative have failed to reach a satisfactory agreement on a problem.

California Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles, CA 90013
Phone # 1-800-927-HELP (4357) or visit www.insurance.ca.gov/01-consumers

NOTICE

We are required to furnish you with the following information:

1. An automobile liability insurance company may cancel a policy before the end of the current policy period for reasons described in the provision titled **Cancellation** which is located in the **General Terms** section of your policy (refer to the Contents in the beginning of your policy for the page number).
2. An automobile liability insurance company may increase the premium or refuse to renew the policy for any of the following reasons:
 - a. Accident involvement by an insured, and whether an insured is at fault in the accident.
 - b. A change in, or an addition of, an insured vehicle.
 - c. A change in, or addition of, an insured under the policy.
 - d. A change in the location of garaging of an insured vehicle.
 - e. A change in the use of the insured vehicle.
 - f. Convictions for violating any provision of the Vehicle Code or the Penal Code relating to the operation of a motor vehicle.
 - g. The payment made by an insurer due to a claim filed by an insured or a third party.

An automobile liability insurance company may increase the premium or refuse to renew the policy for reasons that are not listed above but which are lawful and not unfairly discriminatory.

6126MD EXCESS COVERAGE FOR PERSONAL VEHICLE SHARING

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

1. LIABILITY COVERAGE

a. Exclusions

Exclusion 15. is replaced by the following:

THERE IS NO COVERAGE FOR AN **INSURED** FOR THE OWNERSHIP, MAINTENANCE, OR USE OF **YOUR CAR** OR A **NEWLY ACQUIRED CAR** WHILE USED IN **PERSONAL VEHICLE SHARING**. This exclusion does not apply to **you** and **resident relatives** when, and only if, the full amount of all available limits of all other liability bonds, policies, and self-insurance plans that apply have been used up by payment of judgments or settlements, or have been offered in writing.

b. If Other Liability Coverage Applies

The first paragraph of item 2. is changed to read:

The Liability Coverage provided by this policy applies as primary coverage for the ownership, maintenance, or use of **your car** or a **trailer** attached to it, except while **your car** or a **trailer** attached to it is used in **personal vehicle sharing**. The Liability Coverage provided by this policy applies as excess coverage for the ownership, maintenance, or use of **your car** or a **trailer** attached to it while **your car** or a **trailer** attached to it is used in **personal vehicle sharing**.

2. MEDICAL PAYMENTS COVERAGE

a. Exclusions

(1) Exclusion 3. is replaced by the following:

THERE IS NO COVERAGE FOR AN **INSURED** WHO IS **OCCUPYING** A VEHICLE WHILE IT IS RENTED OR LEASED TO OTHERS BY AN **INSURED**. This exclusion does not apply to **you** and **resident relatives** while **occupying your car** or a **newly acquired car** while used in **personal vehicle sharing** when, and only if, the full amount of all available limits of all other sources of medical payments coverage or similar vehicle insurance that apply have been paid.

(2) Exclusion 15. is replaced by the following:

THERE IS NO COVERAGE FOR AN **INSURED** WHO IS **OCCUPYING YOUR CAR** OR A **NEWLY ACQUIRED CAR** WHILE USED IN **PERSONAL VEHICLE SHARING**. This exclusion does not apply to **you** and **resident relatives** when, and only if, the full amount of all available limits of all other sources of medical payments coverage or similar vehicle insurance that apply have been paid.

b. If Other Medical Payments Coverage or Similar Vehicle Insurance Applies

The first paragraph of item 3. is changed to read:

The Medical Payments Coverage provided by this policy applies as primary coverage for an **insured** who sustains **bodily injury** while **occupying your car** or a **trailer** attached to it, except while **your car** or a **trailer** attached to it is used in **personal vehicle sharing**. The Medical Payments Coverage provided by this policy applies as excess coverage for **you** and **resident relatives** who sustain **bodily injury** while **occupying your car** or a **trailer** attached to it while **your car** or a **trailer** attached to it is used in **personal vehicle sharing**.

3. UNINSURED MOTOR VEHICLE COVERAGE

a. Exclusions

Exclusion 6. is replaced by the following:

THERE IS NO COVERAGE FOR AN **INSURED** WHO IS **OCCUPYING YOUR CAR** OR A **NEWLY ACQUIRED CAR** WHILE USED IN **PERSONAL VEHICLE SHARING**. This exclusion does not apply to **you** and **resident relatives** when, and only if, the full amount of all available limits of all other sources of uninsured motor vehicle coverage that apply have been paid.

b. If Other Uninsured Motor Vehicle Coverage Applies

The first paragraph of item 2. is changed to read:

The Uninsured Motor Vehicle Coverage provided by this policy applies as primary coverage for an **insured** who sustains **bodily injury** while **occupying your car**, except while **your car** is used in **personal vehicle sharing**. The Uninsured Motor Vehicle Coverage provided by this policy applies as excess coverage for **you** and **resident relatives** who sustain **bodily injury** while **occupying your car** while **your car** is used in **personal vehicle sharing**.

4. PHYSICAL DAMAGE COVERAGES

a. Exclusions

(1) Exclusion 2. is replaced by the following:

THERE IS NO COVERAGE FOR ANY **COVERED VEHICLE** WHILE IT IS RENTED OR LEASED TO OTHERS BY AN **INSURED**. This exclusion does not apply to **your car** or a **newly acquired car** while used in **personal vehicle sharing** when, and only if, the full amount of all available limits of all other sources of physical damage coverage or similar coverage that apply have been paid.

(2) Exclusion 20. is replaced by the following:

THERE IS NO COVERAGE FOR **YOUR CAR** OR A **NEWLY ACQUIRED CAR** WHILE USED IN **PERSONAL VEHICLE SHARING**. This exclusion does not apply when, and only if, the full amount of all available limits of all other sources of physical damage

coverage or similar coverage that apply have been paid.

b. **If Other Physical Damage Coverage or Similar Coverage Applies**

The first paragraph of item 3. is changed to read:

The physical damage coverages provided by this policy apply as

primary coverage for a *loss to your car*, except while *your car* is used in *personal vehicle sharing*. The physical damage coverages provided by this policy apply as excess coverage for a *loss to your car* while it is used in *personal vehicle sharing*.