

To: Honorable Public Utilities Board

Submitted by: / S /
Ni Lee, P.E., PMP
AGM – Engineering and Operations

From: Gary Spenik
Utility Project Manager

Approved by: / S /
Tim Haines
General Manager

Subject: By Motion, Authorize the General Manager to Approve Amendment #3 to Professional Services Agreement PS 08-22-02 with Harrison Engineering Inc. to Extend the Term Through August 31, 2026, and Find the Action Exempt from the California Environmental Quality Act

RECOMMENDATION

By *motion*, find AMP’s action is not a CEQA project pursuant to CEQA Guidelines Section 15378, is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Sections 15061(b)(3), 15273, and 15324 for the reasons outlined in the administrative report, and authorize the General Manager to approve amendment #3 to Professional Services Agreement PS 08-22-02 with Harrison Engineering Inc. to extend the term through August 31, 2026.

BACKGROUND

On September 19, 2022, the Public Utilities Board (Board) authorized Alameda Municipal Power (AMP) to enter into Professional Services Agreement PS 09-21-01 with Harrison Engineering Inc. (HEI) in an amount not to exceed \$157,000, with a contingency of \$15,000, for a total contract amount not to exceed \$172,000, and a term through September 18, 2024, for civil engineering services in support of the Underground Utility District (UUD) 38 project.

UUD 38 is located along State Route 61 and requires a Caltrans Encroachment Permit for construction within the state right of way. HEI’s original scope of work included developing detailed plans, coordinating with Caltrans, providing construction assistance, and certifying post-construction Americans with Disabilities Act (ADA) compliance to obtain and comply with the permit. Following Caltrans’ initial feedback on the permit application, HEI supported AMP in revising and resubmitting the application, which led to initial approval from Caltrans.

On September 16, 2024, the Public Utilities Board (Board) approved Amendment #1 to the HEI agreement to extend the contract term through January 31, 2026, increase compensation by \$15,000, and revise the scope of work to include curb ramp design work necessitated by trench design modifications. The total contract value was increased to \$187,000.

On January 12, 2025, the Board approved Amendment #2 to add \$27,200 to the agreement, increasing the total contract value to \$214,200, to continue revising plans and addressing concerns raised by Caltrans during its review process.

DISCUSSION

Due to UUD 38 project schedule delays, an additional extension of the contract term is required to enable HEI to complete post-construction ADA certification services.

Staff recommends approving amendment #3 to extend the term of the agreement through August 31, 2026. The total compensation and scope of work will not change.

FINANCIAL IMPACT

AMP has sufficient funds for the civil engineering work in the Underground Reserve Fund in its fiscal year 2026 budget and will budget funds for fiscal year 2027.

ENVIRONMENTAL REVIEW

Alameda Municipal Power finds that its actions are not a project as defined by CEQA Guidelines Section 15378, which excludes “continuing administrative ... activities, ... personnel-related actions,” Alameda Municipal Power further finds that it can be seen with certainty that there is no possibility that the activity will result in a direct or reasonably foreseeable indirect change in the environment. The project involves the continuation of civil engineering consulting, and there is no potential for direct or indirect changes in existing conditions as a result.

Alameda Municipal Power further finds that its actions are exempt from CEQA, including but not limited to CEQA Guidelines Section 15061(b)(3). More specifically, Alameda Municipal Power finds its actions are subject to the commonsense exemption because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The project involves the continuation of civil engineering services, and there is no potential for direct or indirect changes in existing conditions as a result.

Alameda Municipal Power’s actions are also exempt from CEQA pursuant to CEQA Guidelines Sections 15273 and 15324. Alameda Municipal Power finds that its actions are for the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies which the public agency finds are for the purpose of meeting operating expenses.

LINKS TO STRATEGIC PLAN AND METRICS

Customer Experience, Strategy 3: AMP will maximize opportunities to meet customer needs.

EXHIBITS

- A. Professional Services Agreement PS 08-22-02
- B. Professional Services Agreement PS 08-22-02 Amendment #1
- C. Professional Services Agreement PS 08-22-02 Amendment #2
- D. Professional Services Agreement PS 08-22-02 Amendment #3

SERVICE PROVIDER AGREEMENT

PS 08-22-02

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 19th day of Sept, 2022 (“**Effective Date**”), by and between Alameda Municipal Power, a Department of the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and HARRISON ENGINEERING INC., a California corporation, whose address is 1987 Bonifacio Street, Concord, CA 94520 (“**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. Alameda Municipal Power (“AMP”) is a Department of the **City** which 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. AMP is in need of the following services: Civil Engineering Consulting. City staff issued an RFP on August 11, 2022 and after a submittal period of sixteen (16) days received three (3) of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the AMP’s needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. AMP and Provider desire to enter into an agreement for Civil Engineering Consulting for Underground Utility District 38 (UUD 38) Project, 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 commence on the 19th day of Sept 2022, and shall terminate on the 18th day of September 2024, unless terminated earlier as set forth herein.

The parties may agree to extend the term of this Agreement on a year-by-year basis, for up to one (1) additional year. Any extension shall be documented in a signed amendment. In the event that the parties agree to extend the Agreement, all provisions of the Agreement shall remain unchanged.

2. SERVICES TO BE PERFORMED:

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 tentative and does not commit AMP to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to AMP an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the General Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total two-year compensation for this Agreement shall not exceed \$157,000.00 with a contingency of \$15,000.00 for a total not to exceed of \$172,000.00. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by AMP.

4. TIME IS OF THE ESSENCE:

Provider and AMP agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. 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 the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the 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.

7. 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 the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the 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, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. 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.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, and agents ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of 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. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. 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 in this Agreement.

b. Harrison Engineering Inc. will only be providing "design professional services" under this contract. 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 Indemnitees shall expressly survive the expiration or early termination of this Agreement. The Provider's duty to indemnify shall remain in effect for three (3) years after termination of the Agreement.

10. 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 Sections 10.b. (1) through (5) 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 thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager.”

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 licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to AMP 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 AMP, the Public Utilities Board (“PUB”), the City, its City Council, boards, commissions, officials, employees, and agents as additional insured shall be submitted with the insurance certificates.

ETH
Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(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 per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming AMP, the Public Utilities Board, the City, its City Council, boards, commissions, officials, employees, agents, 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 AMP, the Public Utilities Board, the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, in the following minimum limits:

\$2,000,000 each occurrence

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City and AMP, as a Department of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City (including AMP) has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of AMP for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, AMP shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by 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.

e. ADDITIONAL INSURED:

AMP, the Public Utilities Board, the City, its City Council, all boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) 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. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-

insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by AMP are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

11. 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.

12. 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 AMP's General Manager. Provider shall submit a written request for consent to transfer to AMP's General Manager at least thirty (30) days in advance of the desired transfer. AMP's General Manager or their designee may consent or reject such request in their 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, membership interest, partnership interest, or the equivalent, 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 Provider.

13. 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 AMP, 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 AMP's General Manager at least five (5) days in

advance. AMP's General Manager may consent or reject such requests in their 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 Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

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

14. 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.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. 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 prior approval of AMP's General Manager or their designee.

c. Provider shall, at such time and in such form as AMP's General Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. 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 AMP 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 AMP or its designees during regular business hours upon reasonable prior notice. AMP has the right to examine and audit the Records, and to make copies or transcripts therefrom 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 three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by AMP's preliminary examination or audit of records, and AMP'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 AMP for all reasonable costs and expenses associated with the supplemental examination or audit.

17. 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 the City shall be addressed to the City at:

Alameda Municipal Power
2000 Grand Street
Alameda, CA 94501
ATTENTION: Gary Spenik – Utility Project Manager
Ph: (510) 814-6404 / Email: spenik@alamedamp.com

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

Randell Harrison
Harrison Engineering Inc.
1987 Bonifacio Street
Concord, CA 94520
Ph: (925) [691-0450] / Email: Randell@Harrison-Engineering.com

f. All updated insurance certificates from Provider to the City shall be addressed to AMP at:

Alameda Municipal Power
2000 Grand Street
Alameda, CA 94501
ATTENTION: Nancy Williams – Administrative Services Coordinator
Ph: (510) 814-6429 / Email: nwilliams@alamedamp.com

18. 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 AMP within 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 AMP 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.

19. 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 AMP of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AMP may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, AMP 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 19.c. shall survive the expiration or early termination of this Agreement.

20. 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 attorney's 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.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City of Alameda (including AMP) shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section. [See Certification of Compliance attached.]

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 (including AMP) 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 the 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 AMP 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:

Subject to the language of Section 30, 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 AMP 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 they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

29. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

HARRISON ENGINEERING INC.
A California corporation



Randell T. Harrison
President

ALAMEDA MUNICIPAL POWER,
a municipal corporation

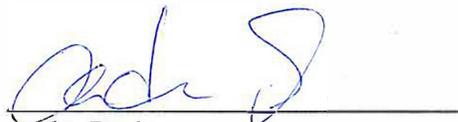


Nicolas Procos
General Manager



Tirza P. Harrison
Chief Financial Officer

RECOMMENDED FOR APPROVAL



Andre Basler
AGM – Engineering & Operations

APPROVED AS TO FORM:
City Attorney

DocuSigned by:



EE7D29AD573C48E

Mazarin Vakharia
Staff Counsel

**Certification of Compliance
With the City of Alameda's Vaccination Requirement**

The City of Alameda ("City") requires all individuals who perform work for the City to be fully vaccinated¹ against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

By signing below, I certify that all of our personnel who are performing work for the City are fully vaccinated against COVID-19. I also acknowledge that the City reserves the right to review any relevant records to demonstrate our compliance with this requirement.

I declare under penalty of perjury that the foregoing is true and correct.

Harrison Engineering Inc.

Date: September 1, 2022 _____



By: Randell T. Harrison
Its President

¹ For the purposes of this Certification of Compliance, an individual is considered to be fully vaccinated if two weeks have passed since their second dose in a 2-dose series (such as the Pfizer or Moderna vaccines) or if two weeks have passed since receiving their single-dose vaccine (such as Johnson & Johnson's Janssen vaccine).

Part 4 – Work Plan

Project Understanding

The project is located on Broadway Street (from 339 to 1312) and Otis Drive (from 2523 to 3201), most of which is State Route 61 and subject to Caltrans Encroachment Permit requirements. Side streets will not be included in the project, only the area within Caltrans right of way.

AMP has already design underground joint trench plans and street lighting to underground all overhead utilities in the project corridors. The plans have been publicly bid and is ready to be awarded. Generally, the restoration work has been included in the scope of work, although no detailed plans for sidewalk, curb ramp, and pavement restoration have been included in the bid documents.

Approach

It is our understanding that AMP will contract directly with a land surveyor due to project schedule concerns. It is our understanding that the land surveyor will use aerial drone mapping for the entire project limits and perform detailed traditional data collection at each of the 35 curb ramps within Caltrans jurisdiction. HEI will develop the plans and estimates, based on the aerial drone mapping and detailed topographic data provided by the City.

Randell Harrison will serve as HEI's project manager. Other HEI staff will be utilized in support roles as needed for the project.

The project will require that 35 curb ramps will be reconstructed to current ADA (and Caltrans) Standards with special details drawn for each location in conformance with Caltrans Policy. The plans will also show sidewalks and driveways to be reconstructed. Detailed topographic survey data will need to be collected at each curb ramp location in order to facilitate the design to meet Caltrans delivery requirements. Driveway, curb, and sidewalk reconstruction will rely on City or Caltrans Standard Plans.

The Caltrans Encroachment Permit will require an encroachment permit application with additional documentation as itemized in our work scope. Our goal will be to make our first submittal to Caltrans compliant and forego the 2nd review as depicted in the schedule.

TASK 1 – PROJECT MANAGEMENT

Harrison Engineering shall provide project management services to assure delivery of the project on schedule, within budget, and according to the established project goals.

Project management shall also include active coordination with AMP.

- ◆ Consultant will meet with AMP to review the project scope of work, schedule and submittals for the project. The initial project kick-off meeting will also address project coordination and responsibilities and define key project issues and goals.
- ◆ A pre-application coordination meeting with Caltrans is recommended.

EXHIBIT A



- ◆ Additional meetings will be on an as needed basis to clarify items or review submittals.
- ◆ Supervise, coordinate, and monitor project design for conformance with standards and policies.
- ◆ Maintain project files.
- ◆ Prepare monthly invoices.
- ◆ Prepare correspondence and memos. HEI will provide reports of progress to the AMP Project Manager on a monthly basis.

TASK 2 - UTILITY MAPPING

HEI will map the existing utilities based on record maps collected for the project. It is our understanding that the Undergrounding Project facilities are flexible and can be adjusted around potential utility conflicts, meaning that no utility relocations will be required. Restoration work is anticipated to be reconstructed to pretty much the same grades as the existing walkways, meaning that utility adjustments will be minimized.

TASK 3- FIELD RECONAISSANCE

HEI staff will field review the project area, photo document, and make notations for the following features:

- Curb Ramps (limited to approximately 35 ramps on Broadway and Otis in State Right of Way)
- Utility surface features and existing utility markers and USA markings.
- Signal Detector Loops
- Impacted Pavement delineation

TASK 4 - CALTRANS COORDINATION

HEI will prepare the encroachment permit application and act as the AMP agent for coordination with Caltrans for the permit. HEI will submit the AMP Plans and other documents, along with the Civil Plans showing the surface restoration and curb ramp details for the project. HEI will also prepare and submit the Certificate of Compliance with ADA, and the Utility Policy Certification.

Deliverables: PDF submittal of Plans 100% to Caltrans (or 16 Sets of Hardcopy Plans if req'd.)

*Enc. Permit Application, Cert of ADA Compliance, Utility Policy Cert
Transmittal of AMP documents (plans, photometric calcs, structural calcs, etc.)*

TASK 5 - 35% PLANS

The 35% Plan submittal for AMP review shall include title, typical section, and layout sheets only. This will be to confirm the limits of work and areas impacted by the project. Only minor notation will be shown.

Deliverables: PDF submittal of Plans at 35%

TASK 6 - 100% PLANS AND ESTIMATE (P&E)

HEI will further develop the design for the project improvements based on AMP comments and additional details required for the design. All details will be included. The 95% submittal shall consist of complete plans. Each curb ramp will receive a

EXHIBIT A



detailed design per Caltrans requirements, we anticipate providing two details per sheet for the project.

Deliverables: PDF submittal of 100% PS&E

TASK 7 – FINAL P&E

The 100% Plan submittal shall consist of signed print ready plans, which incorporates any final comments received on the 95% submittal. This task budgets for the final document preparation.

Deliverables: Print Ready P&E in 22x34-inch format PDF drawings or one original bond hardcopy upon request.

TASK 8 – CONSTRUCTION ASSISTANCE

HEI will provide construction assistance for the project. Work will include:

- Interpret plans as required during the bidding process.
- Assist in preparing addenda plans that may be issued to bidders.
- Respond to Requests for Information (RFI) or other reasonably anticipated plan changes during construction.

TASK 9 – ADA CERTIFICATION (POST CONSTRUCTION)

HEI will field inspect and measure each curb ramp constructed to verify compliance with the Americans with Disabilities Act. Non-compliant ramps and accessible pathways will need to be reconstructed by the contractor and re-inspected. This task may be performed by AMP staff and can be considered as optional for HEI.

TASK 10 – CONTINGENCY

This contingency allowance is only to be used as allowed by the AMP project manager. A contingency is recommended to avoid potential delays in amending the contract budget in case currently unknown conditions occur, or Caltrans requests additional work not anticipated in this scope of work.

Deliverables

HEI will prepare P&E at 35%, 100% and Final Plans. Plan sheets anticipated for the project include:

Description	Sheets
Title Sheet	1
General Notes & Typical Section	1
Layouts (1" = 20' Scale)	14
Curb Ramp & Construction Details	22
Total Plan Sheets	38

Mapping of existing utilities will be shown on the layout plans. City will provide all surveying and mapping necessary for the work.

EXHIBIT A



HEI will prepare the following documents for the Caltrans Encroachment Permit submittal:

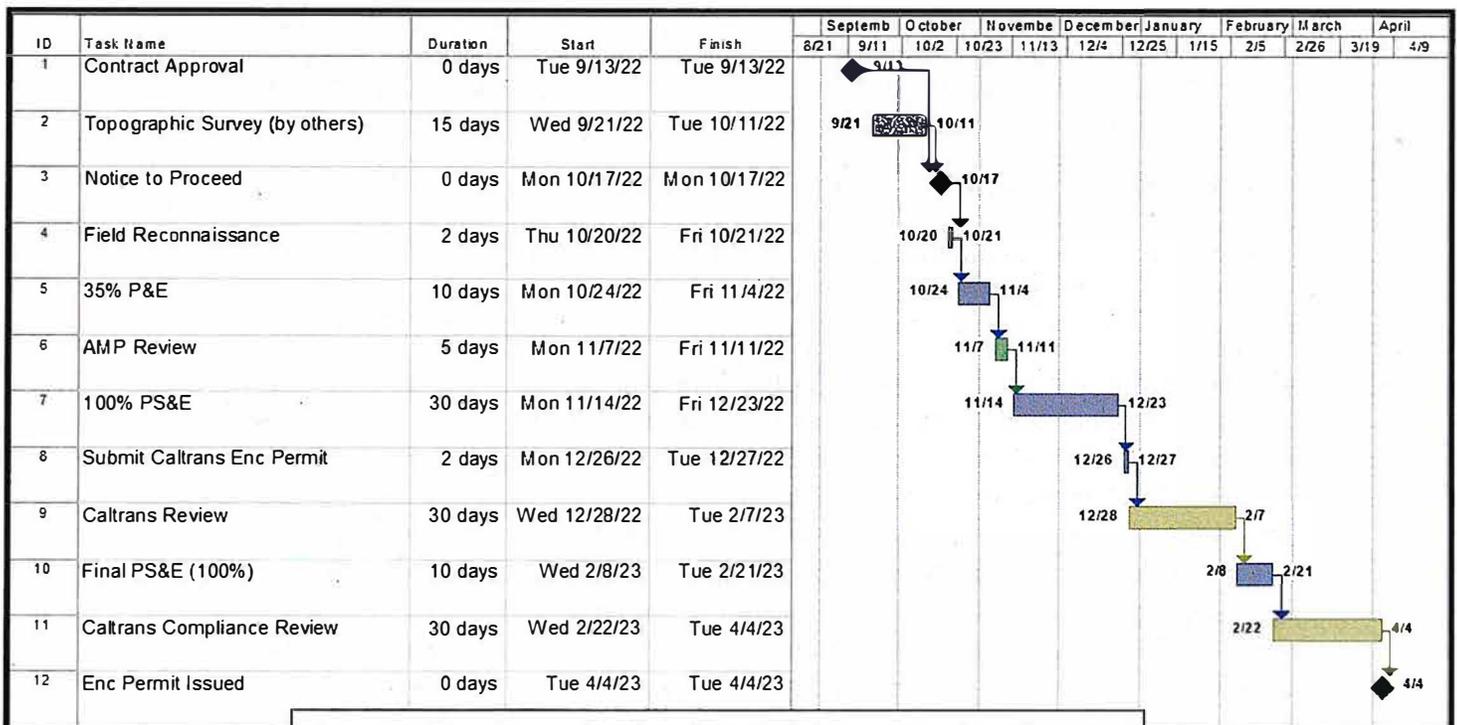
1. Encroachment Permit Application
2. Utility Policy Certification
3. Form TR-0405 – Certificate of Compliance with ADA for Design (Post Construction Certification is also required).

It is anticipated that AMP will need to provide the following additional information for Caltrans review:

- CEQA document
- Electrolier Foundation Structural Calculations
- Photometric Calculations for Street Lighting
- Certificate of Insurance, naming Caltrans as Additional Insured
- Evidence of “flexible work” to show potholing of High Priority Utilities is not necessary

Caltrans may require additional documentation that is not currently anticipated. We highly recommend that a contingency allowance be provided in the original contract in case the work scope changes.

Schedule



Opportunities for accelerating the schedule one month earlier can be achieved if the 100% Submittal to Caltrans meet with their expectations, which is our goal.



Part 5 – Proposed Innovations

1. We recommend that AMP utilize digitized drone survey technology to create the project base maps. This survey method can create mapping a fraction of the cost of traditional survey methods that covers a larger area. There is also high-resolution photo imagery that accompanies the product that is useful to identify project details.
2. The designers for this project are well versed in the latest access standards and Caltrans policy for such improvements. As such, HEI will be able to deliver the drawings that Caltrans wants to see the first time, reducing the chances for resubmittal.

Part 6 – Project Staffing

Randell Harrison, PE
Senior Project Manager
Harrison Engineering Inc.

Francisco Souza-Mellone, EIT
Senior Design Engineer II
Harrison Engineering Inc.

Erik San Miguel, EIT
Design Engineer II
Harrison Engineering Inc.

Randell T. Harrison, P.E, QSD – Senior Project Manager

Registration: Professional Civil Engineer in the State of California, No. C46646
Certified QSD/QSP, CA Cert. No. 738

Education: BS in Civil Engineering from University of California at Berkeley, 1986

Mr. Harrison is the principal owner of the firm and has 35 years of experience in flood control, municipal and transportation engineering. He started his professional career working for Great Lakes Dredge and Dock Company in early 1987, as a project engineer for port and channel dredging projects. He was later offered a position at Contra Costa County Public Works Department, where he worked for 5 years in the Flood Control, Design, and Construction Divisions. In 1992, Mr. Harrison started with Mark Thomas & Company, where he continued working on flood control, highway transportation, and municipal roadway projects. In 2001, Mr. Harrison started Harrison Engineering, a consulting engineering firm dedicated to providing municipal design services to public works agencies.

Part 7 – Proposal Exceptions

None.

EXHIBIT B

Part 8 – Proposal Costs Sheet and Rates

Harrison Engineering Inc.
2022-2025 Charge Rate Schedule
 Effective January 1 through December 31, 2022

Hourly Charge Rates

Position/Title	Year			
	2022	2023	2024	2025
Principal/Senior Project Manager II	\$276.47	\$300.00	\$313.50	\$327.60
Senior Project Manager I	\$242.61	\$263.26	\$275.11	\$287.49
Project Manager II	\$214.41	\$232.65	\$243.12	\$254.06
Project Manager I	\$203.13	\$220.41	\$230.33	\$240.69
Senior Project Engineer II	\$197.48	\$214.28	\$223.93	\$234.00
Senior Project Engineer I	\$186.20	\$202.04	\$211.14	\$220.64
Construction Inspector	\$160.25	\$173.88	\$181.71	\$189.88
Project Engineer II	\$169.27	\$183.68	\$191.94	\$200.58
Project Engineer I	\$152.34	\$165.31	\$172.75	\$180.52
Senior Design Engineer II	\$141.06	\$153.07	\$159.96	\$167.15
Senior Design Engineer I	\$129.77	\$140.81	\$147.15	\$153.77
Design Engineer II	\$118.49	\$128.57	\$134.36	\$140.41
Design Engineer I	\$107.21	\$116.33	\$121.57	\$127.04
Design Technician II	\$95.92	\$104.08	\$108.76	\$113.66
Design Technician I	\$84.64	\$91.84	\$95.97	\$100.29
Administrative	\$86.89	\$94.29	\$98.53	\$102.96

Other Expenses**Automobile Mileage**

\$0.60 per mile

Plotting

Monochrome Drawings (Bond/Vellum)

\$1.50 per square foot

Color Plots

\$5.00 per square foot

Plots on Mylar

\$5.00 per square foot

Subconsultant Fees

Cost plus 10%

Reimbursable Costs (Printing, Copying, Parking, Cost plus 10%, Mail/Shipping, Film/Developing, etc.)

Note: Rates are increased based on SF Bay Area Consumer Price Index, published annually in Nov.

8.5% Inflation rate estimated above for 2023, 4.5% thereafter.

EXHIBIT B

Budget Estimate

TASK	ESTIMATED HOURS					FEE					TOTAL for HEI	TEAM TOTAL
	HARRISON ENGINEERING				HE LABOR HOURS	HARRISON ENGINEERING						
	SPM-II	SDE-2	DE-II	ADM		SPM-II	SDE-2	DE-II	ADM	Reim.		
						300.00	153.00	128.50	94.00			
1 Project Management	50			8	58	15,000	0	0	752		15,752	\$ 15,752
2 Utility Mapping	4	40			44	1,200	6,120	0	0		7,320	\$ 7,320
3 Field Reconnaissance	8	8	3		24	2,400	1,224	1,028	0		4,652	\$ 4,652
4 Caltrans Coordination	80				80	24,000	0	0	0		24,000	\$ 24,000
5 35% P&E	16	100	100		216	4,800	15,300	12,850	0		32,950	\$ 32,950
6 100% P&E	32	120	120		272	9,600	18,360	15,420	0		43,380	\$ 43,380
7 Final P&E	16	32	32		80	4,800	4,896	4,112	0		13,808	\$ 13,808
8 Construction Assistance	16	16			32	4,800	2,448	0	0		7,248	\$ 7,248
9 ADA Certification (Post Construction)	24				24	7,200	0	0	0		7,200	\$ 7,200
10 Contingency (allowance)										15,000	15,000	\$ 15,000
11 Reimbursible Expenses and Markup										690	690	\$ 690
Total	246	316	260	8	830	\$ 73,800	\$ 48,348	\$ 33,410	\$ 752	\$ 15,690	\$ 172,000	\$ 172,000

Notes:

1. Estimate above is based on 2023 Rates, but will be charged at the 2022 rates as applicable through 12/31/2022.
2. Project will be billed on a Time and Materials Basis.
3. Contingency (Item 10) will only be utilized with the consent of the AMP Project Manager.
4. Task 9, ADA Certification, can be considered optional and may be performed by AMP staff.

AMENDMENT #1 TO SERVICE PROVIDER AGREEMENT

PS 08-22-02

This First Amendment of the Service Provider Agreement, entered into this ___ day of _____, 2024, by and between the ALAMEDA MUNICIPAL POWER, a department of the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "AMP") and HARRISON ENGINEERING INC., a California corporation, whose address is 562 Little Lane, Pleasant Hill, CA 94523, (hereinafter referred to as "Provider"), is made with reference to the following:

RECITALS:

A. On September 19, 2022, an agreement was entered into by and between AMP and Provider (hereinafter "Agreement") for Civil Engineering Consulting.

B. AMP and Provider desire to modify the Agreement on the terms and conditions set forth herein. Provider will submit updated insurance documents including additional insured endorsements as required by the City per pages 3 through 5, Item 10, Insurance, of the original Service Provider Agreement.

C. The Parties now desire to extend the term and increase the compensation to the Provider.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

1. Item 1, TERM, Agreement is amended, is modified to read as follows:

The term of the Agreement shall commence on the 19th day of September, 2022 and shall continue until terminated on the 31st day of January 2026 unless terminated earlier as set forth herein.

2. Item 3, COMPENSATION TO PROVIDER, Agreement, as amended, is modified to read as follows:

Total compensation for the work under the First Amendment is not exceed \$15,000.00.

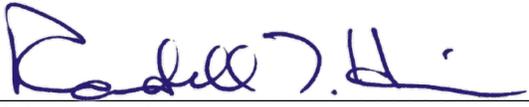
Total compensation for work under the Agreement is not to exceed \$172,000.00 with a contingency of \$15,000.00 for a total not to exceed amount of \$187,000.00.

3. Except as expressly modified herein, all other terms and conditions set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed on the day and year first above written.

Signatures on next page

HARRISON ENGINEERING INC.
A California Corporation

By 
Randell T. Harrison
President

By 
Tirza P. Harrison
Chief Financial Officer

ALAMEDA MUNICIPAL POWER, a
Department of the City of Alameda
A Municipal Corporation

By _____
Timothy Haines
Interim General Manager

RECOMMENDED FOR APPROVAL:

By _____
Andre Basler
AGM – Engineering & Operations

APPROVED AS TO FORM:
City Attorney

By 
035ACD9AE5864E1...
Lonnie Eldridge
Special Counsel, City of Alameda

AMENDMENT #2 TO SERVICE PROVIDER AGREEMENT

PS 08-22-02

This Second Amendment of the Service Provider Agreement, entered into this ___ day of _____, 2025, by and between the ALAMEDA MUNICIPAL POWER, a department of the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "AMP") and HARRISON ENGINEERING INC., a California corporation, whose address is 562 Litle Lane, Pleasant Hill, CA 94523, (hereinafter referred to as "Provider"), is made with reference to the following:

RECITALS:

A. On September 19, 2022, an agreement was entered into by and between AMP and Provider (hereinafter "Agreement") for Civil Engineering Consulting.

B. On September 16, 2024 a first amendment was entered into to extend the term and increase the compensation to the Provider.

C. AMP and Provider desire to modify the Agreement on the terms and conditions set forth herein. Provider will submit updated insurance documents including additional insured endorsements as required by the City per pages 3 through 5, Item 10, Insurance, of the original Service Provider Agreement.

D. The Parties now desire to increase the compensation to the Provider.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

1. Item 3, COMPENSATION TO PROVIDER, Agreement, as amended, is modified to read as follows:

Total compensation for the work under the Second Amendment is not exceed \$27,200.00.

Total compensation for work under the Agreement is not to exceed \$199,200.00 with a contingency of \$15,000.00 for a total not to exceed amount of \$214,200.00.

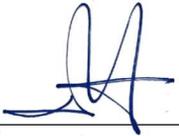
2. Except as expressly modified herein, all other terms and conditions set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed on the day and year first above written.

Signatures on next page

HARRISON ENGINEERING INC.
A California Corporation

By 
Randell T. Harrison
President

By 
Tirza P. Harrison
Chief Financial Officer

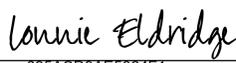
ALAMEDA MUNICIPAL POWER, a
Department of the City of Alameda
A Municipal Corporation

By _____
Timothy Haines
General Manager

RECOMMENDED FOR APPROVAL:

By _____
Andre Basler
AGM – Engineering & Operations

APPROVED AS TO FORM:
City Attorney

Signed by:
By 
Lonnie Eldridge
Special Counsel, City of Alameda

AMENDMENT #3
SERVICE PROVIDER AGREEMENT

PS 08-22-02

This Third Amendment of the Service Provider Agreement, entered into this ___ day of _____, 2026, by and between the ALAMEDA MUNICIPAL POWER, a department of the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "AMP") and HARRISON ENGINEERING INC., a California Corporation whose address is 562 Litle Lane, Pleasant Hill, CA 94523, (hereinafter referred to as "Provider"), is made with reference to the following:

RECITALS:

A. On September 19, 2022, an agreement was entered into by and between AMP and Provider (hereinafter "Agreement") for Civil Engineering Consulting.

B. On September 16, 2024, a first amendment was entered into to extend the term and increase the compensation to the Provider.

C. On January 27, 2025, a second amendment was entered into to increase the compensation to the Provider.

D. AMP and Provider desire to modify the Agreement on the terms and conditions set forth herein. Provider will submit updated insurance documents including additional insured endorsements as required by the City per pages 3 through 5, Item 10, Insurance, of the original Service Provider Agreement.

E. The parties now desire to extend the term of the contract due to a continuing need for program administration.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

1. Item 1, TERM, page 1, paragraph 1, of the Agreement is modified to read as follows:

The term of this Agreement shall commence on the 19th day of September, 2022 and shall continue until terminated on the 31st day of August, 2026, unless terminated earlier as set forth herein.

The total compensation for the work under this Agreement remains the same as the second amendment at not to exceed \$214,200.00.

2. Except as expressly modified herein, all other terms and conditions set forth in the Agreement shall remain the same and shall be in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused the First Amendment to be executed on the day and year first above written.

HARRISON ENGINEERING INC.
a California Corporation

By  _____
Randell T. Harrison
President

ALAMEDA MUNICIPAL POWER, a
Department of the City of Alameda
a Municipal Corporation

By _____
Timothy Haines
General Manager

By  _____
Tirza P. Harrison
Chief Financial Officer

RECOMMENDED FOR APPROVAL:

By _____
Ni Lee
Assistant General Manager
- Engineering and Operations

APPROVED AS TO FORM:
City Attorney

By _____
Lonnie Eldridge
Special Counsel. City of Alameda