

AGREEMENT FOR GOODS / SERVICES

THIS AGREEMENT is made and entered into this 20th day of June, 2023 by and between Preservation Arts, ("Contractor"), whose address is 743 47th Street, Unit 102, Oakland, CA 94609 and telephone number is (510) 808-7894 and the City of Pleasanton, a municipal corporation ("City").

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Goods to be provided / services to be performed. The goods / work pursuant to this Agreement are described in Exhibit A. Contractor shall begin work by July 1, 2023, and complete by June 30, 2026.
 - a. This Agreement may be extended by mutual agreement of the parties for an additional two 12-month terms.
2. Compensation. City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit B. Total compensation for services and reimbursement for costs shall not exceed \$62,000 per year and \$186,000 for the three year period. If the Agreement is extended as described in Section 1.a above, then the compensation for the extended period will be \$62,000 per year, with a total not to exceed amount of \$310,000 for the five-year Agreement.
3. Method of Payment. Payment shall occur upon completion of work, acceptance by City staff, and submission by Contractor of a request for payment. Requests submitted promptly as of the 20th day of each month will be paid by the 10th day of the following month.
4. Indemnification. Contractor shall hold harmless, defend, and indemnify the City, its officers, and employees, against any and all claims, costs, demands, causes of action, lawsuits, losses, expenses or liability, including attorneys' fees, arising from or the alleged acts or omissions of Contractor, its subcontractors, or agents, or anything arising from this Agreement.
5. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:
 - a. General Liability and Bodily Injury Insurance. A commercial general liability insurance for at least \$2,000,000 combined limit for bodily injury and property damage and provide that the City, its officers, employees and agents are named additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall state in writing either on the Certificate of Insurance or attached rider thereof that this insurance will operate as primary insurance for work performed by Contractor and its subcontractors, and that no other insurance effected by City or other named insured will be called on to cover a loss covered thereunder.

b. **Automobile Liability Insurance.** Automobile liability insurance in an amount not less than \$2,000,000 per person/per occurrence.

c. **Workers' Compensation Insurance.** Workers' Compensation Insurance for all of Contractor's employees, all in strict compliance with State laws, and to protect the City from any and all claims thereunder, including waiver of subrogation.

d. **Certificate of Insurance.** Contractor shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

6. **Independent Contractor.** The Contractor is an independent contractor retained by the City to perform the work described herein. All personnel employed by the Contractor, including subcontractors, and personnel of said subcontractors, are not and shall not be employees of the City.

7. **Warranty Against Defects.** Contractor hereby warrants all work done under this contract against all defects in materials and workmanship for a period of 12 months following City's acceptance of said work. If any defects occur within said 12 months, Contractor shall be solely responsible for the correction of those defects.

8. **Miscellaneous Provisions.**

a. City may terminate this Agreement at any time by mailing notice to Contractor at the address first stated above. Contractor shall be paid for that portion of goods provided / work completed when notice is received.

b. Contractor shall not assign or transfer this Agreement.

c. In the performance of this Agreement, Contractor, its employees and agents shall have the status of independent contractor, and not an employee of the City for any purpose.

d. If either City or Contractor waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

e. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions

Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

f. This Agreement constitutes the entire understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF PLEASANTON

CONTRACTOR

Gerry Beaudin, City Manager

By: _____
Signature

Print name

ATTEST:

Title: _____

Jocelyn Kwong, City Clerk

[If Consultant is a corporation, signatures must comply with California Corporations Code §313]

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

By: _____
Signature

Print name

Title: _____