

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
RRM DESIGN GROUP  
FOR  
MEMORIAL PARK IMPROVEMENTS**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro (“City”) and RRM Design Group (“Consultant”) (together sometimes referred to as the “Parties”) as of \_\_\_\_\_, 2022 (the “Effective Date”).

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2024, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant’s obligations hereunder.
- 1.5 **Public Works Requirements.** Because the services described in Exhibit A include “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit E.
- 1.6 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Consultant’s attention is directed to the San

Leandro Municipal Code, Title 1, Chapter 6, Article 6. Consultant must submit completed self-certification form and comply with the LWO if covered.

- 1.7 **Public Works Contractor Registration.** Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed \$275,331, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;

- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

**2.3 Final Payment.** City shall pay the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

**2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

**2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

- 2.6 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and shall not exceed \$1,000. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and if and when applicable Consultant's agents, representatives, and subcontractors, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

#### 4.1 **Workers' Compensation.**

4.1.1 **General Requirements.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

4.1.2 **Submittal Requirements.** To comply with Subsection 4.1, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

#### 4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than **\$2,000,000 per occurrence and \$4,000,000 aggregate** and automobile liability insurance for the term of this Agreement in an amount not less than **\$1,000,000** per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance

Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

**4.2.4 Submittal Requirements.** To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

### **4.3 Professional Liability Insurance.**

**4.3.1 General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than **\$1,000,000** covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

**4.3.2 Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

**4.3.4 Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

#### **4.4 Cyber Liability Insurance. Not Used**

#### **4.5 All Policies Requirements.**

**4.5.1 Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

**4.5.2 Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

**4.5.3 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**4.5.4 Wasting Policies.** No policy except Professional Liability required by this Section 4 shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

**4.5.5 Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days’ prior written notice has been provided to the City.

**4.5.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.6 Submittal of Proof of Insurance Coverage.** All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be electronically submitted through the City’s online insurance document management program, PINS Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.

**4.7 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant’s breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.** Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

**Section 6. STATUS OF CONSULTANT.**

**6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant’s services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3;



however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## **Section 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this

Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 60 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
  - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
  - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to

the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

**Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant

understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

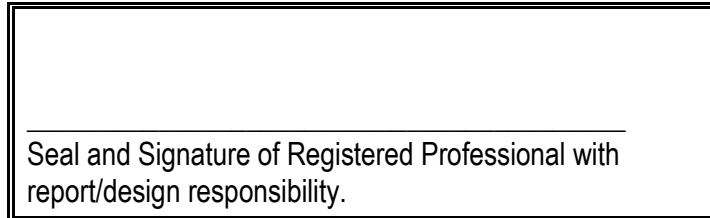
At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the San Leandro City Clerk for the Form 700 and directions on how to prepare it.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Nick Thom ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Consultant shall be sent to:  
Gina Chavez, Principal in Charge  
RRM Design Group  
325 Davis Street  
San Leandro, CA 94577  
510-751-4910  
gmchavez@rrmdesign.com

Any written notice to City shall be sent to:  
Nick Thom, City Engineer  
City of San Leandro  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577  
510-577-3428  
nthom@sanleandro.org

With a copy to:  
City of San Leandro  
Department of Finance  
c/o Purchasing Agent  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

**10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



**10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, C, D, and E represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	Indemnification
<u>Exhibit D</u>	COVID-19 Compliance Requirements
<u>Exhibit E</u>	California Labor Code Section 1720 Information

**10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**10.14 Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

**SIGNATURES ON FOLLOWING PAGE**

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

RRM Design Group

\_\_\_\_\_  
Frances Robustelli, City Manager

\_\_\_\_\_  
Gina Chavez, Principal in Charge

Attest:

\_\_\_\_\_  
Consultant's DIR Registration Number  
(if applicable)

\_\_\_\_\_  
Leticia I. Miguel, City Clerk

Budget Approved:

Approved as to Fiscal Authority:

\_\_\_\_\_  
Susan Hsieh, Finance Director

150-62-142-5240  
Account Number

Approved as to Form:

\_\_\_\_\_  
Richard D. Pio Roda, City Attorney

Per Section 10.7: Form 700 Required

\_\_\_\_\_  
Sheila Marquises, Acting Director Engineering and Transportation Department

## EXHIBIT A

### SCOPE OF SERVICES

#### Project Description

The City has a project to renovate Memorial Park. The project budget is \$5M broken down as follows: \$850M for soft costs, \$850M for owner's contingency, and \$3.3M for construction. This project is grant funded and must go out to bid at the end of calendar year 2022, and after a contract is awarded construction must be completed in 9 months. The materials specified for the new work must be readily available so that work can meet this schedule. Public input on the park was solicited and received in 2019, no further input is anticipated. The work is envisioned to include the following:

- Prefabricated restroom
- Accessible Play area for children 2-5 years of age
- Accessible Play area for children 5-12 years of age
- Picnic areas (1-2) with fabric shade structures
- Entry plaza
- Walkways
- Planting areas and reduced lawn including new irrigation
- Updated lighting for security (sufficient power assumed to be available)
- Parking lot pavement, signage, and striping replacement and addition of vehicular control gates
- Prefabricated trash enclosure
- Replacement of the park's 2 existing driveways along Callan Ave with up to 10' of connected damaged sidewalk replacement in either direction of the driveways
- Up to 15' of damaged sidewalk replacement just south of the existing Bancroft Ave driveway (existing driveway will remain as-is)

#### Scope of Work

This contract is for consulting services to prepare construction documents consisting of plans, specifications, and estimates for renovation of the park through a public bid process. City will contract separately with a contractor for construction of the improvements. Work shall generally be in accordance with a conceptual plan prepared by Harris Design in 2019 except that no splash or water play area is desired. No items shall be design build or designed by others except as specifically listed below.

#### Task 1: PS&E Coordination and Meetings

CONSULTANT will prepare for and attend up to eight virtual or in-person Client meetings. These meetings are intended to provide an opportunity for staff to preview and provide input on the design progress, to address issues that may arise, and for general coordination. These meetings will be scheduled as needed throughout the process. This task also includes preparation, internal coordination, and preparation of meeting minutes. CONSULTANT will utilize any surface utility information from the City-provided



topographic survey, utility plans (as-builts, record drawings, GIS data, etc.), and utility purveyor-provided maps to identify any underground utility conflicts within the project area. City will grant CONSULTANT written authorization to coordinate directly with and request utility data from utility purveyors (e.g., PG&E, AT&T, EBMUD, etc.).

These known existing utilities will be notified of the project via email. CONSULTANT assumes that proposed park elements will be designed to avoid any utility relocations, and any utility boxes or covers will be adjusted to finish grade. This task does not include relocation design of dry utilities, sewer, water, or storm drain within the project footprint and does not include capacity or demand calculations. Any proposed utility design will be a part of Tasks 3 through 7. The coordination scope of this task assumes an initial inquiry email for existing utility information and a follow-up email after 50% design to provide a project status update. This task does not guarantee a response from utility purveyors and does not guarantee knowledge of every utility in the project area.

***Deliverables:***

*Prepare for and attend up to eight (8) virtual or in-person meetings with City staff*  
*Meeting minutes in pdf format*  
*Utility coordination and documentation*

**Task 2: Quality Control Review**

CONSULTANT will perform an internal review of the construction documents concurrent with the City's review of the 90% complete submittal. This QA/QC review process will be performed by senior-level professionals that are not directly involved in the project to provide an independent perspective.

***Deliverables:***

*Internal QA/QC review comments in pdf format*

**Task 3: 50% PS&E**

CONSULTANT will prepare a 50% progress submittal for the City to review. The intent of this submittal is to verify that the design direction is aligned with the City's expectations. The City will provide comments in writing for CONSULTANT to respond to.

***Deliverables:***

*50% PS&E submittal. Plans and specs in pdf format, estimate in excel format.*

***Schedule:***

*Task 3 deliverables are due 12 weeks after notice to proceed.*

**Task 4: 90% PS&E**

CONSULTANT will prepare a 90% progress submittal for the City to review. The City will provide comments in writing for CONSULTANT to respond to. The 90% submittal will include a color rendered site plan and presentation to City Council.

***Deliverables:***

*90% PS&E submittal. Plans and specs in pdf format, estimate in excel format. Color site plan with call outs suitable for presentation to City Council and the public, in pdf format.*

***Schedule:***

*Task 3 deliverables are due 6 weeks after receipt of comments on task 3.*

**Task 5: Building Permit**

Consultant shall submit to the building department all documents required to obtain a building permit. City will pay permit fees. Consultant shall be point of contact for questions or comments on the submittal.

***Deliverables:***

*Letter from building department indicating that permit is ready to be issued.*

***Schedule:***

*Documents shall be submitted to the building department 6 weeks after receipt of comments on task 3.*

**Task 5: 100% PS&E**

CONSULTANT will update the PS&E package based on building permit plan-check comments and our internal QA/QC review and resubmit to the City for back-checking.

***Deliverables:***

*100% PS&E submittal*

***Schedule:***

*Task 5 deliverables are due 2 weeks after receipt of comments on task 4.*

**Task 6: Bid-Ready PS&E**

CONSULTANT will prepare and package the bid-ready PS&E submittal including bid alternates as determined through the phasing strategy plan and submit electronically to the City. Please note that 'front-end' specifications are the responsibility of the City including general provisions.

***Deliverables:***

*Bid-Ready PS&E submittal. Plans in pdf and AutoCad format. Specifications in pdf and word format. Estimate in excel format*

***Schedule:***

*Task 6 deliverables are due 1 week after receipt of comments on task 5.*

Task 7: Permit Processing Assistance

CONSULTANT will respond to questions and comments received through the building permit process and issue clarifications as needed to obtain a letter indicating that a permit is ready to be issued.

Due to the unknown nature of the level of effort that might be required, the task is an allowance of 24 hours of effort.

*Deliverables:*

*Written clarifications, exhibits, or memos as needed. Revised plan sheets as needed. All in format requested by building department.*

Task 8: Geotechnical Report

Consultant will provide a geotechnical investigation with design recommendations suitable for the proposed project. Work will include subsurface investigation, laboratory testing, and a report that includes geotechnical conclusions and recommendations for the project.

Consultant shall obtain a drilling permit from Alameda County, have utilities marked by USA and use a private utility locator to check for underground utility conflicts prior to drilling. Consultant shall drill and sample soil at four locations on site, two locations will be drilled to a depth of 5', two locations shall be drilled to a depth of 50' or refusal whichever is shallower. Ground water depth will be noted. Borings shall be backfilled with cement grout, when located in paved areas the upper 6" shall be filled with concrete. Excess cuttings shall be removed from the site.

Laboratory tests will be performed on selected soil samples to evaluate pertinent engineering properties for design of the project. Laboratory tests may include measurement of in-situ moisture content and dry density, Atterberg limits, sieve, hydrometer, Resistance (R) value, and shear strength testing. One corrosion screening test will also be performed.

Consultant shall provide a report prepared under the supervision of a California registered Geotechnical Engineer. The report is anticipated to contain the following:

1. A description of the project including a vicinity map and site plan showing the approximate locations of our borings.
2. A description of the subsurface investigation, logs of borings, and results of laboratory tests.
3. A description of the surface and subsurface site conditions encountered during our subsurface investigation, including depth of free groundwater if observed in our borings.
4. A description of the site geologic setting and associated geology related hazards, including expansive soil, liquefaction-related hazards, and dynamic compaction/seismic settlement.
5. Conclusions and recommendations related to the geotechnical aspects of:
  - a. Shallow spread footings and mat foundations, including allowable soil bearing

- pressure, minimum embedment depth, resistance to lateral loads, friction coefficient, and modulus of subgrade reaction.
- b. Drilled piers for support of play structure and/or shade structures, including allowable skin friction, minimum diameter and embedment depth, and resistance to lateral loads.
  - c. Anticipated total and differential settlements and discussion of liquefaction potential (if applicable).
  - d. Provision of state-mapped 2019 CBC seismic design parameters (no site-specific ground motion hazard analysis is included).
  - e. Site drainage.
  - f. Mitigation of stormwater runoff and discussion of the feasibility of bioretention areas (using soil index testing to classify soil per USDA Hydrologic Soil Group), including presentation of percolation test results.
  - g. Slab-on-grade and exterior flatwork recommendations;
  - h. Asphalt concrete pavement sections based on assumed traffic index values and R-Value test results;
  - i. Recommendations for site preparation, earthwork, and fill compaction specifications; and
  - j. Construction considerations and limitations; and
6. A brief discussion of the corrosion potential of near-surface soils encountered during our subsurface investigation based on the laboratory corrosion screening test performed.

Consultant will convert the two 5-foot-deep borings into percolation test holes. Upon completion of the percolation testing, the test holes will be backfilled with sand and the upper approximately six inches will be patched with topsoil or patched with rapid setting concrete.

Consultant shall provide a letter from a geotechnical engineer indicating that the design is in accordance with the recommendations of the geotechnical report and that any comments have been addressed.

***Deliverables:***

*Geotechnical Report (Draft and Final) in pdf format.*

*Letter indicating compliance with recommendations.*

**Task 9: Arborist Report**

Consultant will provide an arborists report containing a tree inventory, map, preservation guidelines, and protection plan for all trees within the project limit that have a trunk diameter of 6 inches or greater measured 54 inches above grade.

***Deliverables:***

*Arborist Report*

**Details of Deliverables**

Plans are envisioned to include the following:

*Title and Reference Sheets*

Title and reference sheets pursuant to City standards.

*Demolition Plan*

Demolition plans for structures and elements requiring removal to implement the park design. The plans will locate, identify, and describe the removal and provide instructions for disposal. Additionally, the plans will indicate items to salvage or stockpile, such as topsoil, for later use in construction.

*Erosion Control Plan*

Erosion control plan for the proposed design that illustrates erosion prevention, sediment control, and stormwater quality management during construction to support the stormwater pollution prevention plan (SWPPP).

*ADA Accessibility Plan*

The plans will illustrate the dedicated accessible route, accessible signage, and accessible parking for the project.

*Horizontal Control Plans*

The plans will establish all horizontal control for the park. The plans will also identify construction layout control points and a coordinate system for locating site elements. Note that the horizontal control plans are not included in the 50% PS&E submittal.

*Site Utility Plans*

Utility plans for water and storm drain begin at the upstream ends of each utility within the project limits to the downstream connections at the existing service mains, assumed to be directly adjacent to the project. Water and sewer utilities are for a prefabricated restroom and the storm drain is for connecting proposed storm drain and stormwater treatment measures to the existing downstream storm drain system. This scope assumes that existing off-site and/or on-site utility systems have adequate capacity and meters for the proposed project – analysis of existing utilities' capacities and design of any improvements beyond the point of connection are not included in this scope. This task assumes one proposed fire hydrant located near the existing parking lot will suffice for Fire Code/Fire Department compliance – fire supply line is assumed to be fed by existing on-site meter. Work shall include new water service to the building and either a new sanitary sewer lateral or lining of the existing sanitary sewer lateral.

### Grading, Drainage and Stormwater Plans

The plans will show all vertical control of the project elements, contour grading, spot elevations, and cut and fill estimates within the project site. The plans will detail all drainage facilities within the site. This scope is limited to the project site only (approximately three acres) and assumes that the existing off-site upstream and downstream storm drain infrastructure has adequate capacity for the proposed site development, and analysis or upgrades to this infrastructure is not included. Stormwater evaluation to include the following:

This project is assumed to create and/or replace between 10,000 square feet and 43,559 square feet (0.99 acre) of impervious surface and is a C.3 Regulated Project. CONSULTANT will design permanent stormwater treatment in accordance with the C.3 Stormwater Technical Guidance (C.3 Guide, February 2021). The design will utilize a combination of low impact development (e.g., interceptor tree credits, self-retaining areas, self-treating areas) and stormwater treatment measures (e.g., bioretention, pervious pavements). CONSULTANT will prepare a City of San Leandro Stormwater Requirements Checklist and C.3 sizing calculations

CONSULTANT will perform ten-year storm drainage analyses (hydrology and hydraulic) for the project drainage and stormwater designs. The C.3 calculations and exhibits, storm drain hydrologic/hydraulic calculations and exhibits, reference documentation, and project narrative will be provided in a comprehensive drainage and stormwater control plan

CONSULTANT will submit a draft version of the drainage and stormwater control plan and the City of San Leandro Stormwater Requirements Checklist with the 90% PS&E and the final version will be submitted with the 100% PS&E

### Stormwater Pollution Prevention Plan (SWPPP)

A project SWPPP is required for this project (more than one acre of disturbed land). CONSULTANT will prepare plans for temporary erosion control facilities. Temporary facilities will be proposed for the protection of graded areas and drainage devices. Details and appropriate notes for construction best management practices (BMP) and guidelines for implementation are proposed to be in conformance with the State of California Water Resources Board requirements and the approved staff report, including sediment control recommendations.

The temporary erosion-control plans will be incorporated into the project improvement plans as well as into the project SWPPP. CONSULTANT will conduct a risk determination based on the project's topography, soil, schedule, location, and receiving water then prepare the SWPPP based on the project-specific risk level. The SWPPP will be based on the 100% PS&E submittal. This task includes preparing permit registration documents using the SMARTS database for certification by the Client and submittal to the Water Boards. The City will initiate the project in SMARTS. This task does not include construction monitoring, QSP services, or SWPPP updates during construction.

#### Construction Plan

Construction plans for the park-design layout with a keynoting system that identifies all construction items, references to appropriate details, and drawing series directions. This plan will include and annotate all site features, play equipment, hardscape, paving materials, ramps, handrails, fences, and lighting. Design assumes Fire Department will utilize the existing parking lot as the access road. The plan will also show parking lot repaving, striping, and signage. The existing parking configuration and layout will generally remain unchanged.

#### Site Electrical/Lighting Plans

CONSULTANT will prepare electrical service distribution plans, circuiting, fixture schedules, panel schedules, and electrical calculations as required to provide electrical service for site lighting, irrigation controller, and the restroom in the park. Preparation of Title 24 Lighting compliance for exterior lighting is included. This scope assumes that the existing on-site electrical service is adequate for the proposed improvements and a new utility application for the extension of new service is not required. Existing meter and electrical panel are located on a building that is scheduled for demolition. Work to include new meter and panel as appropriate.

#### Construction Details

Details for all construction items illustrated on the construction plans. The details will specify materials, dimensions, colors, and finishes and will be keyed to the plan. Pavement and flatwork design will be based on the project geotechnical report's recommendations. Project will utilize City-standard plans and details for curb ramps, sidewalks, signs, driveways, and other hardscape features.

#### Structural Details, Calculations, and Review

Structural plans, details, and calculations for park amenity features (i.e., seat walls, sign footings). Consultant will provide review of prefabricated restroom pad (restroom and pad designed by manufacturer's structural engineer and architect), prefabricated trash enclosure (assumed with roof), and shade structure footings (footings designed by manufacturer's structural engineer and architect). Structural review of these prefabricated items will occur upon receipt of manufacturer's design drawings (anticipated during the 90% or 100% PS&E development).

#### Irrigation Plans and Details

Irrigation plans will detail the system layout, mainline, automatic controller, head layout, piping, filter, and backflow device. In support of the irrigation plans, Consultant will prepare irrigation details that specify the method of construction and proper irrigation system component procedures. The irrigation plan will comply with requirements in the State Model Water Efficient Landscape Ordinance.

#### Planting Plans and Details

Layout of all planting indicating plant species, quantity, size and location of all shrubs, ground cover, and trees. In support of the planting plans, Consultant will prepare planting details that specify the method of construction and proper planting procedures. The planting plan will comply with requirements in the State Model Water Efficient Landscape Ordinance and will be SF bay friendly.

#### Specifications

Technical specifications (CSI format, Division 02 through 32, as applicable) will be provided as part of the submittals listed in the tasks below. This scope assumes the City will provide and assemble all general provisions related to this project. Consultant to provide division 01 templates for editing by City. 50% PS&E submittal will include outline specifications only.

#### Construction Cost Opinions

Consultant, will prepare construction cost opinions for the park at the 50%, 90%, and final bid-ready stage. The detailed construction cost opinion will break out each component of the design with item descriptions and unit costs. Due to many variables surrounding bidding and construction conditions, this opinion will not represent a guarantee that bids received will be equal to the opinion. Unit costs will use recent project bid data and City-provided cost data.



Assumptions:

1. Park footprint will not change, work will not impact the adjacent creek.
2. Utility boxes can be adjusted to grade without relocating underground services.
3. No outside permits are required.
4. Existing utility service is adequate for the renovated park.
5. An encroachment permit will not be required for this work.
6. Geotechnical work will occur on site and will not impact street parking or travel lanes.
7. Field investigations occur between the hours of 7:00 am and 5:00 pm on a weekday.

City Responsibilities:

1. Provide description of types and locations of hazardous material and specifications for removal of same.
2. Provide clear consolidated comments at each review
3. Provide topographic data including easement data
4. Provide drawing for existing improvements including on site utilities
5. Pay for building permits
6. Prepare front end specifications
7. Provide site access
8. Provide DIR number for Geotech work

Exclusions:

1. Environmental (CEQA) processing, IS/MND, or EIR document
2. State and Federal Agency processing and permits
3. Permit fees and applications
4. New utility service or existing service upgrade applications
5. Bid support
6. Construction administration, design services through construction
7. Technical studies other than those listed in this proposal
8. Arborist report
9. Traffic studies and control plans
10. Traffic signal design
11. Potholing to verify utilities
12. Repair of ruts/damage caused by soil boring rig
13. Removal of USA marks
14. Hazmat investigation and testing
15. Analysis of and design of the existing off-site storm drainage facilities and conditions
16. SWPPP construction monitoring, QSP services, or SWPPP updates during construction
17. Analysis of off-site sewer, water, and storm drain utility capacities
18. Building other than those listed above
19. Traffic control
20. CLOMR, LOMR
21. Fire Department access road
22. Custom mechanical pump design
23. CCTV surveillance systems/ Security cameras

24. WAP (wireless access point) and data communication system
25. Electric vehicle charging stations
26. Street improvements (except driveway approaches and minor sidewalk replacement) to Callan Ave and Bancroft Ave

## EXHIBIT B

### COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

The following expenses will be invoiced at cost plus 10%:

1. Reproduction costs
2. Postage
3. Shipping
4. Handling of drawings and documents
5. Long-distance communications
6. Fees paid to authorities having jurisdiction over the project
7. Expense of any additional insurance requested by client in excess of that normally carried by RRM design group or its subconsultants
8. Travel expenses (transportation/automobile/lodging/meals)
9. Renderings and models.

Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

TASK	DESCRIPTION	Not to exceed FEE
<b>Task A</b>	<b>Final Design</b>	
A.1	PS&E Coordination and Meetings	\$ 12,560
A.2	Quality Control Review	\$ 9,100
A.3	50% PS&E	\$ 68,380
A.4	90% PS&E	\$ 74,870
A.5	100% PS&E	\$ 38,880
A.6	Bid-Ready PS&E	\$ 32,164
A.7	Permit Processing Assistance	\$ 5,960
A.8	Geotechnical Report	\$ 26,697
A.9	Arborist Report	\$ 5,720
	<b>SUBTOTAL:</b>	<b>\$ 274,331</b>
	<b>Reimbursable Expenses:</b>	<b>\$ 1,000</b>
	<b>PROJECT TOTAL:</b>	<b>\$ 275,331</b>

## Bill Rate Ranges

Subject to change effective March 1st each year

### ARCHITECTURE

Architect	\$ 95 - \$ 155
Associate Manager of Architecture	\$ 140 - \$ 200
Design Director	\$ 145 - \$ 240
Designer I	\$ 70 - \$ 100
Designer II	\$ 80 - \$ 125
Designer III	\$ 95 - \$ 150
Intern	\$ 45 - \$ 85
Job Captain	\$ 95 - \$ 150
Manager of Architecture	\$ 165 - \$ 280
Principal	\$ 185 - \$ 350
Project Architect	\$ 115 - \$ 185
Project Designer	\$ 115 - \$ 185
Project Manager	\$ 115 - \$ 185
Senior Architect	\$ 135 - \$ 235
Senior Designer	\$ 135 - \$ 220
Senior Project Manager	\$ 135 - \$ 240

### ENGINEERING & SURVEYING

Associate Engineer	\$ 115 - \$ 170
Construction Inspector	\$ 105 - \$ 175
Designer I	\$ 55 - \$ 95
Designer II	\$ 75 - \$ 125
Designer III (Structural only)	\$ 90 - \$ 135
Engineer I	\$ 90 - \$ 140
Engineer II	\$ 105 - \$ 165
Land Surveyor	\$ 115 - \$ 170
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 155 - \$ 235
Party Chief	\$ 90 - \$ 150
Principal	\$ 185 - \$ 350
Project Engineer	\$ 125 - \$ 185
Project Manager	\$ 150 - \$ 245
Senior Associate Engineer	\$ 130 - \$ 210
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 135 - \$ 210
Senior Party Chief	\$ 115 - \$ 185
Senior Project Engineer	\$ 140 - \$ 230
Supervisor of Surveying	\$ 145 - \$ 220
Survey Technician I	\$ 60 - \$ 100
Survey Technician II	\$ 75 - \$ 115
Survey Technician III	\$ 90 - \$ 155

### Surveying Crew Rates

#### REGULAR

One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two <u>person</u>	\$ 175 - \$ 290
Three <u>person</u>	\$ 235 - \$ 390

#### PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two <u>person</u>	\$ 225 - \$ 340
Three <u>person</u>	\$ 325 - \$ 490

### INTERIOR DESIGN

Designer I	\$ 60 - \$ 95
Designer II	\$ 70 - \$ 120
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 85
Job Captain	\$ 105 - \$ 165
Senior Interior Designer	\$ 110 - \$ 195

### LANDSCAPE ARCHITECTURE

Assistant Designer	\$ 70 - \$ 110
Associate Designer	\$ 80 - \$ 125
Designer	\$ 95 - \$ 140
Design Director	\$ 135 - \$ 235
Intern	\$ 45 - \$ 85
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 150 - \$ 245
Principal	\$ 185 - \$ 350
Principal Landscape Architect	\$ 135 - \$ 235
Senior Landscape Architect	\$ 115 - \$ 175

### PLANNING

Assistant Planner	\$ 90 - \$ 130
Associate Planner	\$ 105 - \$ 170
Intern	\$ 45 - \$ 85
GIS Specialist	\$ 80 - \$ 150
Senior GIS Specialist	\$ 105 - \$ 185
Manager of Planning	\$ 175 - \$ 265
Principal	\$ 185 - \$ 350
Principal Planner	\$ 165 - \$ 250
Senior Planner	\$ 135 - \$ 205
Senior Urban Designer	\$ 135 - \$ 210
Urban Designer	\$ 105 - \$ 170

### CORPORATE SERVICES

Administrative Assistant	\$ 60 - \$ 95
Administrative Coordinator	\$ 75 - \$ 130
Assistant Office Manager	\$ 90 - \$ 135
Chief Executive Officer	\$ 195 - \$ 500
File Clerk/Administrative Support	\$ 45 - \$ 65
Marketing Assistant	\$ 45 - \$ 85
Marketing Coordinator	\$ 65 - \$ 115
Marketing Manager	\$ 125 - \$ 235
Marketing Specialist	\$ 90 - \$ 155
Office Coordinator	\$ 75 - \$ 130
Proposal Coordinator	\$ 80 - \$ 140
Receptionist	\$ 45 - \$ 80
Senior Marketing Specialist	\$ 105 - \$ 190



Rev 3/1/2022

## EXHIBIT C

### INDEMNIFICATION

- A. Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and reimbursement the reasonable defense costs as determined by the Court of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.
- B. With respect to those claims arising from a professional error or omission, Consultant shall, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all, losses, and damages to the extent found to be arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.
- C. Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.
- D. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.
- E. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

## EXHIBIT D

The novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization. The City of San Leandro is currently in a local emergency and state of emergency due to the COVID-19 pandemic.

COVID-19 is extremely contagious, and is believed to spread mainly from person-to-person contact, through touched surfaces, and in airborne particles. As a result, federal, state, and local governments, including the City of San Leandro, and federal, state, county, and local health agencies recommend social distancing and additional cleaning protocols to limit the spread of the disease. The City has taken steps and put in place preventative measures recommended by federal, state, and local health agencies to reduce the spread of COVID-19. These measures include steps each person must take to prevent the spread of COVID-19 and include, but are not limited to, requiring face coverings, frequent hand washing and/or use of hand sanitizer, social distancing where possible, limiting of person-to-person contact, frequent cleanings of high-touch surfaces, and avoiding entering any building if they have COVID-19 symptoms.

Consultant shall obey all local orders and abide by all applicable preventative measures recommended by federal, state, county, and local health agencies and any preventative measures specifically implemented by the City. Consultant agrees that when entering any City buildings, Consultant will follow all COVID-19 related signage, wear a face covering, follow all social distancing protocols, and abide by any other COVID-19 preventative measure that are in place when performing the services described in this Agreement. Consultant shall also adhere to any subsequently communicated COVID-19 preventative measures as directed by City staff. The COVID-19 preventative measures are subject to change over time, and Consultant shall maintain knowledge of and adhere to the current COVID-19 preventative measures when interacting with City employees, officials, volunteers, agents, and representatives, and when entering City buildings.

## EXHIBIT E

### PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

#### HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Consultant and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

#### WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.
- B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of

prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
  2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
  3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
  4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
  2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the



Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
  
- E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

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