

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
CSG CONSULTANTS, INC.
FOR
SCOREBOARD DESIGN WORK**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro (“City”) and CSG Consultants, Inc. (“Consultant”) (together sometimes referred to as the “Parties”) as of January 18, 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, 2022, 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 D.
- 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 \$62,446, 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, attached as Exhibit B, 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 last 10% of 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 included in all pricing indicated in Exhibit B.
- 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 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 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.

4.3.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

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 Applicable.

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 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 30 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.

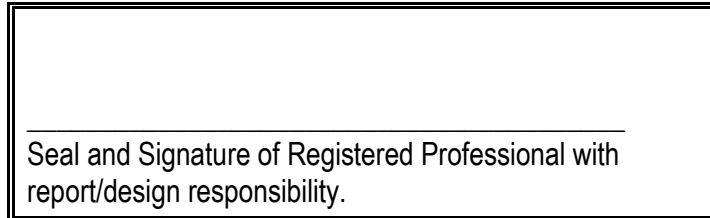
- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Jennifer Auletta, Deputy Public Works Director ("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:

Hatem Ahmed, PE
CSG Consultants, Inc.
6200 Stoneridge Mall Road, Suite 300
Pleasanton, CA 94588
hatem@csgengr.com

Any written notice to City shall be sent to:
Jennifer Auletta, Deputy Public Works Director
14200 Chapman Road
San Leandro, CA 94578
jauletta@sanlenadro.org

With a copy to:
City of San Leandro
Department of Finance
c/o Purchasing Agent
835 East 14th 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, and 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

CSG Consultants, Inc.

Frances Robustelli, City Manager

Cyrus Kianpour, President
Consultant's Signature

Attest:

1000020261
Consultant's DIR Registration Number
(if applicable)

Leticia I. Miguel, City Clerk

Budget Approved:

Approved as to Fiscal Authority:

Susan Hsieh, Finance Director

190-17-802-5120
Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

Per Section 10.7: Form 700 Required

Debbie Pollart, Public Works Director
Department Head's Signature

EXHIBIT A
SCOPE OF SERVICES



December 16th, 2021

Jennifer Auletta, Deputy Public Works Director
City of San Leandro Public Works Dept.
14200 Chapman Road
San Leandro, CA 94578

RE: Proposal for San Leandro Ballpark Scoreboard Support Structures (Project) Design Services

Dear Jennifer,

CSG Consultants, Inc. (CSG) is pleased to submit this proposal for the above noted Project. **Tom Walker, PE, Principal Engineer**, has reviewed the available project information, visited the three project sites and prepared our approach for the structural design of the proposed ballpark scoreboard support structures as outlined below.

Project Understanding

The City wishes to replace four existing ballpark scoreboard support structures at three City Parks and has requested CSG to provide a proposal for structural design for two support structures for Daktronics BA-2005 and Daktronics BA-2017 scoreboards. Structural components to be designed are limited to the scoreboard support posts and foundations.

Based upon review of the documents and information provided by the City, the Project goals are to:

- 1) Provide structural calculations and details for the proposed sign structures for City building permit review.
- 2) Provide electrical power evaluation and design services.
- 3) Provide one PS&E package for the four structures that is ready for advertisement and construction.
- 4) Respond to City review comments on the design and make updates as appropriate and required for building permit approval and construction.

As part of our preparation of this proposal, CSG has visited all three parks to better understand the existing conditions. Based upon our observations it appears that the scoreboard support structures at San Leandro Ballpark and Stenzel Park are within City right-of-way with relatively easy access for construction. However, the existing structure at Thrasher Park is located outside of the outfield fence and is constrained by the adjacent railroad right of way, a gas line in railroad right of way, as well as mature trees at the site. After review of aerial views in Google Earth and preliminary screening of County parcel maps for this site, it appears that the existing scoreboard is located within City right-of-way. Our approach for this location assumes that all work will be performed from City right of way (from the field side of the fence). This approach will eliminate the need for coordination with the railroad.

With these considerations in mind, CSG has developed the scope of work, schedule and cost as detailed on the following pages.



Scope of Services

Task 1 Meetings and Coordination

Following a kick-off meeting with the City, CSG review available as-built plans as provided by the City and will perform a site visit to clearly define identify site constraints that may impact the proposed structure layout and design. Observations will be limited to exposed members that are not covered by vegetation. CSG will review and coordinate sign layouts with the City as the design is developed.

Task 2 BallPark Scoreboard Structure Design

Following completion of the site review in Task 1, CSG will develop draft plans for the scoreboard location layouts to be reviewed by the City Public Works Department staff, and other City staff as determined by the City.

After the City approves the proposed scoreboard locations, the CSG Team will prepare the plans and calculations. Specifications will be shown on the plan sheets. The design will adhere to the requirements of the 2019 California Building Code (CBC) and will be stamped and signed by a California Licensed Civil Engineer. Plan sheets are anticipated to include:

- | | |
|--|----------------------------------|
| ➤ Title Sheet: | 1 sheet |
| ➤ Site Layout Sheets: | 3 sheets (one for each ballpark) |
| ➤ Sign Foundation Details and Plan Based Specifications: | 1-2 sheets |
| ➤ Electrical Plans and Specifications: | 10 sheets |

Task 2 Deliverables:

- Draft Plans
- Draft Structural Calculations
- Draft Engineer's Construction Cost Estimate

Electrical Design Services

Under Tasks 2 and 3, CSG's electrical subconsultant, American Consulting Engineers Electrical (ACEE), will perform electrical evaluation and design services to determine the adequacy of the existing scoreboard electrical power supply and design the required electrical system upgrades required for the proposed replacement scoreboards. ACEE will obtain a licensed electrician as required to determine the existing power source. Due to the unique aspects of working with existing infrastructure and meeting current codes and standards, CSG has attached ACEE's detailed scope of electrical services as proposed for the project.

Task 3 Final Design

After receiving City comments on the Task 2 submittal, CSG will address City comments and incorporate or respond as appropriate.

Task 3 Deliverables:

- Final Plans
- Final Revised Calculations (if required)
- Final Engineer's Construction Cost Estimate



Task 4 Bid and Construction Support Services

CSG and ACEE have budgeted limited hours for bid and construction support services to assist the City with RFI's, submittal reviews and changes required to construct the project as shown in the final bid documents. Additional effort beyond this budget allocation required for other design services during construction will require additional fee.

Exclusions

The following items are specifically excluded from our proposed scope of services for this phase; however, they can be provided by and/or subcontracted through CSG as additional services upon the City's request:

- Surveying and right of way mapping. The location of the railroad right of way at Thrasher Park assumed to be constant through this segment of the railroad corridor.
- Geotechnical Recommendations. Default soil design parameters from the CBC will be used for the design.
- Landscape Architectural design.
- Utility Coordination. There are no apparent utilities in conflict with the proposed scoreboard locations.
- Scoreboard Control Options: Control Communications selection and design is not included in our scope.

Schedule

Work will be performed under the overall supervision of Tom Walker, PE, Principal Engineer. CSG staff will start the work after receiving notice to proceed (NTP) from the City. Draft plans and calculations will be submitted within six weeks from receiving an executed task order. Final plans and structural calculations will be submitted two weeks after receiving comments from the City on the draft submittal.

Fee

CSG's fee for the services described above assumes that 2 CSG staff will perform the work. Our fee for performing the work described above will be based on our Standard Fees as listed in the Agreement and billed on a time and materials basis, **not to exceed the amount shown below** unless authorized in advance by the City. Due to the nature of working with existing infrastructure elements, CSG has added a 15% contingency for the project design. This contingency will only be used for added tasks approved by the City.

Staff	Hourly Rate	Hours	Fee
Tom Walker, PE – Principal Engineer	\$200	74	\$14,800
Assistant Engineer	\$140	108	\$15,120
ACEE – Electrical			\$24,381
15% Contingency (City Authorized Added Tasks Only)			\$8,145
Total Fee			\$62,446



Conclusion

We sincerely appreciate your interest in having CSG provide structural services for this project and look forward to working with you. Should you wish to discuss refinement of the scope of services we have proposed, please do not hesitate to call me at **(408) 307-9765** or contact by email at **tomwalker@csgengr.com**.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tom Walker', is written over a light blue horizontal line.

Tom Walker, PE
Principal Engineer

Attachments:

1. CSG Cost Proposal
2. ACEE's Detailed Electrical Design Proposal



American Consulting Engineers Electrical, Inc.

1590 The Alameda, Suite 200 San Jose, CA 95126

December 08, 2021

CSG Consultant, Inc.
555 Pilgrim Drive,
Foster City, CA 94404
Attn: Tom Walker, P.E.

Subject: San Leandro Four (4) Ballpark Signs Replacement Project
City of San Leandro

Dear Tom,

We are pleased to present this proposal to provide our Electrical design services, for the subject project. The project consists of providing electrical engineering services to facilitate replacement of four (4) existing scoreboards at three (3) baseball sites for the City of San Leandro.

It is our understanding that the drawings will be submitted to the City for review and approval. As-built drawings and CAD backgrounds will be provided by your office. City/Owner will be responsible for underground locator if as-builts are not current/available.

Project Scope Description:

The City would like to replace four (4) of the existing scoreboards located at 3 baseball parks. They are freestanding structures that were probably built circa the 1970's and new structure supports are required for the new scoreboard panels. The City does not have good information on the power supply at the existing scoreboards and some have electrical conduits to them, but do not power on. The proposed scoreboards have some different control configurations, coordinate with City which control system is favorable to their needs.

Our understanding of the electrical scope of work for the project is as follows:

A. DESIGN SERVICES:

1. Field Survey and Scope of Work Coordination:
 - a. Provide (1) site visit to confirm existing conditions for proposed project. ACEE may need to field verify capacity information as needed if proposed electrical load calculation information (Product info) does not match-up with existing panel information.
 - b. Review and obtain as-builts if available for design coordination.
 - c. Provide and attend (1) design coordination meeting with Owner & Architect as needed to coordinate, collect, and gather product data and requirement as well as City standards. Design coordination meeting may be a conference call or virtual meeting.
 - d. Coordinate with Owner/City Maintenance as needed to obtain existing power source information to assist with design. for proposed project.

2. Site Electrician Support: ACEE to obtain electrician to support ACEE design electrical engineer to confirm existing circuits are operational and locate existing power supply within proposed site (Four sites of power source) when as-builts or equipment location are not available:
 - a. Qualified Electrician to access panel to confirm operation and circuits are live. Electrician to clamp/test wires using Fluke meter to confirm energy status.
 - b. ACEE to site visit with electrician to determine source and operation of existing scoreboard to be replaced. The intent to reuse existing circuits with adequate capacity in order to keep cost down and replace existing scoreboards.
 - c. Electrician to assist with four (4) existing scoreboards and determine power source location and capacity.

3. Electrical Power & Lighting Design:
 - a. **Service Upgrade (NOT in Scope)**:
 - b. **Main Switchboard (NOT in Scope)**:
 - c. **PG&E Overhead Transmission Line (NOT in Scope)**:
 - d. **Distribution/Panel Board (Base Scope)**: Provide and design (N) Distribution/Panel Board to accommodate the power loads of the proposed scoreboard. Coordinate final electrical loads with final equipment selection.
 - e. **Scoreboard Power (Base Scope)**: Provide and design power and wiring requirements to proposed wireless scoreboard. Provide summary loads for City review and permit. Structural engineer to provide design of structural column required for the free-standing scoreboard with new scoreboard paneling.
 - f. **Scoreboard Control Console (Base Scope)**: Provide and design power outlet for proposed scoreboard control console. Provide design for a Power cabinet with outlet to provide power source for scoreboard control console.
 - g. **Pathway/Security Lighting (NOT in Scope)**:
 - h. **Irrigation equipment (NOT in Scope)**:
 - i. **Restrooms Bldg (NOT in Scope)**:
 - j. **Lift Station & Booster Pump equipment (NOT in Scope)**:
 - k. **Parking Lot lighting (NOT in Scope)**:
 - l. **Outdoor Convenience Outlets (NOT in Scope)**:
 - m. **Flagpole Lighting (NOT in Scope)**:
 - n. **Accent Exterior Lighting (NOT in Scope)**:
 - o. **EV Charging (NOT in Scope)**:
 - h. **Emergency Lighting Source (NOT in Scope)**:

3. Communication Design:
 - a. **Scoreboard Communication Conduit Only (Base Scope)**: The proposed scoreboard is assumed wireless scoreboard with wireless controls console. No hardwiring between scoreboard and control console; however, empty conduit will be provided as base scope in the future event the City converts to hard wiring.
 - b. **Telephone System (NOT in Scope)**:

- c. **Wi-Fi System & Infrastructure (NOT in Scope):** The scoreboard is wireless only to the scoreboard control console. There is no network infrastructure to the City wireless network system,
- d. **Data System (NOT in Scope):**
- e. **Field Sound System (NOT in Scope):**
- f. **Security Camera (NOT in Scope):**
- 4. Rough Estimate @ DD (30%), 75%, 100% and Final:
 - a. Not in scope
- 5. Demolition of existing underground electrical scoreboard utilities (Base Scope):
 - a. Provide and adjust existing scoreboard branch circuits installed as needed to facilitate new scoreboard replacement.

B. CONSTRUCTION SERVICES:

- 1. Bid Process:
 - a. Provide and assist architect with bid process.
 - b. Respond to Pre-RFIs and clarifications.
 - c. Provide addendum as needed to facilitate bid documents.
- 2. Construction Support:
 - a. Review and respond to pre-construction issues/comments.
 - b. Review and respond to RFIs, Field Issues and Change orders.
 - c. Review and respond to electrical submittals and shop drawings. Review of contractor's submittals for compliance.
- 3. Construction Admin:
 - a. Provide a final site inspection and prepare punch list to the architect.
 - b. Review close-out documents and as-builts to ensure compliance with drawing documents.

C. DELIVERABLES:

- 1. Drawings & Specifications:
 - a. Provide sets of design development (DD, 30%), 75% set for coordination, 100% final draft and Final/Bid 100% drawings for final City submission & Approval/Bid. Copies of approved/permitted will be Architect's responsibility. Additional drawing sets requested upon approval will be billed as a reimbursable expense.

D. ADDITIONAL SCOPE OPTIONS: (If accepted, add to fee)

ADDITIONAL Fee: Additional Scope Option are additional Electrical Design Services added to our BASE Design Fee for electrical work NOT included in base scope.

The following design will be ADDED to the base design drawings if owner request to include as part of the Base Project. The scope option of work includes:

- 1. **City Wi-Fi Coverage System:** Provide 120V power for Wi-Fi city extenders/repeaters. It is assumed existing Wi-Fi repeaters (data network source) are within City of San Leandro. City IT to purchase/furnish repeater equipment. ACEE to provide power design for Wi-Fi

repeaters/extenders. ACEE proposes **\$15K (Design & CA)** to provide, coordinate and design power for proposed equipment. Design Service consist of:

- Provide and prepare panel schedule for 120V power connection.
- Provide and size cable. Outlet to be outdoor rated.
- Coordinate with landscape and City IT Representatives quantity and final location. From our experience, some Cities like to mount on top of scoreboard.

E. FEE OF SERVICES:

In consideration of the scope of basic services as outlined above, we proposed to provide the design services on a Fee Basis noted.

BASE SCOPE

Engineer Site Survey & Coordination:	\$ 4,000.00 Fixed fee
Site Electrician Support:	\$ 5,000.00 Fixed fee
Construction Documents:	\$ 12,000.00 Fixed fee
Construction Support Services:	<u>\$ 2,220.00 Time & Material *</u>
Base Totals:	\$ 23,220.00

* = Hours for Construction Support are assumptions made for budgeting and may require additional fee if construction support hours are found to be insufficient during construction phase.

Rate Schedule			Assumed T&M for Construction Support
Project Principal	\$180/hr	2	\$360
Project Manager	\$170/hr	6	\$1,020
Project Engineer	\$140/hr	6	\$840
			<i>\$2,220 Total</i>

Additional fees under exclusions will be added to the original fee if the owner requests our services.

Increases in the scope of subject work and/or revisions after our submission of substantially completed documents or review of change orders not initiated by or as a result of this firm that results in additional work by this firm will require negotiating fees.

The invoices shall be submitted monthly and are due and payable thirty (30) days from the date of receipt.

The duration of this contract shall be assumed to be 18 months. Should the project exceed this time frame, the consultant’s compensation shall be equitably adjusted.

If the project is suspended or abandoned in whole or in part for more than twelve (12) months, the consultant shall be compensated for all services performed prior to receipt of written notice from the client of such suspension or abandonment, together with all reimbursable expenses then due and all Termination expenses as specified in the termination notice.

If the project is resumed after being suspended for more than twelve months, the consultant’s compensation shall be equitably adjusted.

We trust this is in agreement with your understanding of subject project and meets with your approval. Please advice as soon as possible by signing and returning this letter to our office so we may proceed. This proposal is valid for thirty (30) days.

Sincerely,

Accepted by,

Sammy Fernandez, P.E.
Principal

Tom Walker, P.E.
Project Engineer

SSF/ft

Date: _____

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

City of San Leandro - 2021 Ball Park Scoreboards Project

Cost Proposal by CSG Consultants - 12/16/2021

Task Description	Principal Engineer QA/QC Review	Project Manager/Principal Engineer	Associate Engineer	Assistant Engineer	CSG Totals		ACEE Electrical Subconsultant (Includes CSG 5% Markup)	TOTAL COST
	\$200	\$200	\$170	\$140	Hours	Cost		
	PHASE 1 - DESIGN DEVELOPMENT AND PS&E							
Task 1 - Project Management								
1.1 Project Management and Meetings		12	0	0	12	\$2,400		\$2,400
Subtotal - Task 1	0	12	0	0	12	\$2,400	\$0	\$2,400
Task 2 - Preliminary Design								
2.1 Site Reviews		12		16	28	\$4,640		\$4,640
2.2 Structural Calculations		8		8	16	\$2,720		\$2,720
2.3 Structural Plans and Specifications	2	16		60	78	\$12,000		\$12,000
2.4 Electrical Design (ACEE, including final design)		4			4	\$800	\$22,050	\$22,850
Subtotal - Task 2	2	40	0	84	126	\$20,160	\$22,050	\$42,210
Task 3 - Final PS&E								
3.1: Final Design PS&E		12		24	36	\$5,760		\$5,760
Subtotal - Task 3	0	12	0	24	36	\$5,760	\$0	\$5,760
TOTAL PHASE 1 SERVICES	2	64	0	108	174	\$28,320	\$22,050	\$50,370
PHASE 2 - BID AND CONSTRUCTION SUPPORT SERVICES								
Task 4 - Bid & Construction Support Services								
4.1: Bid & Construction Support Services		8			8	\$1,600	\$2,331	\$3,931
Subtotal - Task 4	0	8	0	0	8	\$1,600	\$2,331	\$3,931
TOTAL PHASE 2 SERVICES	0	8	0	0	8	\$1,600	\$2,331	\$3,931
15% Contingency for City Authorized Added Tasks								\$8,145
TOTAL	2	72	0	108	182	\$29,920	\$24,381	\$62,446

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 assume the defense 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 defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages 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.

3525646.1