

**AMENDMENT NO. 3 TO CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
INDIGO HAMMOND + PLAYLE ARCHITECTS
FOR
POLICE BUILDING AND SOUTH OFFICES MODIFICATIONS PROJECT
(CONSTRUCTION SUPPORT)**

This **Amendment No. 3** (“Amendment”) is made by and between the City of San Leandro (“City”) and Indigo Hammond + Playle Architects (“Consultant”) (together sometimes referred to as the “Parties”) as of _____, 2022, and amends that certain Consulting Services Agreement (“Agreement”) dated January 4, 2019, between the Parties.

WHEREAS, City and Consultant have executed the Agreement, pursuant to which Consultant has provided certain consulting services to City with regard to construction support services for the Police Building and South Offices Modifications Project, and

WHEREAS, the Parties desire to amend the Agreement to extend the agreement term

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Section 1.1 of the Agreement entitled “Term of Services” is hereby amended to extend the term from January 31, 2022 to June 30, 2023;

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Amendment as of the date first written above. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

INDIGO HAMMOND + PLAYLE ARCHITECTS

Frances Robustelli, City Manager

Bruce Playle, Principal
Consultant's Signature

Attest:

Leticia I. Miguel, City Clerk

Budget Approved:

Approved as to Fiscal Authority:

Susan Hsieh, Finance Director

210-18-146-5240

Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

Sheila Marquises
Engineering and Transportation Dept. Director

**AMENDMENT NO. 2 TO CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
INDIGO HAMMOND + PLAYLE ARCHITECTS
FOR
POLICE BUILDING AND SOUTH OFFICES MODIFICATIONS PROJECT
(CONSTRUCTION SUPPORT)**

This **Amendment No. 2** ("Amendment") is made by and between the City of San Leandro ("City") and Indigo Hammond + Playle Architects ("Consultant") (together sometimes referred to as the "Parties") as of March 8, 2022, and amends that certain Consulting Services Agreement ("Agreement") dated January 4, 2019, between the Parties.

WHEREAS, City and Consultant have executed the Agreement, pursuant to which Consultant has provided certain consulting services to City with regard to construction support services for the Police Building and South Offices Modifications Project, and

WHEREAS, the Parties desire to amend the Agreement to extend the agreement term and to provide compensation for construction support not covered by the original agreement for Phases 2 and 3 of the project.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Section 1.1 of the Agreement entitled "Term of Services" is hereby amended to extend the term from April 30, 2021 to January 31, 2022; and

2. Section 2 of the Agreement entitled "Compensation" is hereby amended to pay Consultant a sum not to exceed \$470,050; and

3. Exhibit B of the Agreement entitled "Compensation Schedule & Reimbursable Expenses" is hereby amended to read as follows and to include the attached updated *Standard Rate Schedules* (rev. 10/5/21):

Compensation for the work identified under Exhibit A shall not exceed \$470,050 as outlined below.

Item	Description	Original Estimated Fee	Revised amounts (Amendment 1)	Revised amounts (Amendment 2)
1	Attend pre-construction meeting	\$1,440	\$1,440	\$1,440
2	Review and respond to submittals	\$73,600	\$73,600	\$73,600
3	Review and respond to RFIs	\$90,600	\$90,600	\$90,600
4	Review and respond to potential change order requests	\$22,720	\$22,720	\$22,720
5	Issue Architectural Supplemental Instructions	\$2,160	\$2,160	\$2,160
6	Participate in weekly construction project progress meetings via telephone	\$17,820	\$48,000	\$68,000
7	Attend weekly construction project progress meetings and conduct site observations	\$65,760	\$65,760	\$65,760
8	Quarterly Verified Reports to the Division of the State Architect	\$5,120	\$5,120	\$8,400
9	Assist with commissioning, demonstration, and training of various building systems	\$10,080	\$10,080	\$10,080
10	Conduct preliminary investigation and issue punch list for each construction phase	\$26,240	\$26,240	\$26,240
11	Notice of Substantial Completion for each construction phase	\$1,440	\$1,440	\$1,440
12	Assist with Notice of Final Completion	\$360	\$360	\$360
13	Final project close-out procedures	\$6,880	\$6,880	\$6,880
14	Modifications to project documents due to bidders' questions	\$7,200	\$7,200	\$7,200
15	Allowance for communications not included above with the City's project manager	\$32,200	\$39,700	\$54,700
16	Reimbursable expenses	\$14,250	\$14,250	\$14,250
17	Subconsultant mark-up (15%)	\$16,220	\$16,220	\$16,220
	Total:	\$394,090	\$431,770	\$470,050

Standard Rate Schedules rev. 10/5/21

The standard rate schedules below will be used as the basis for time-and-materials billings, a 15% markup will be applied to all expenses including subconsultants. The rate schedules will also be used if any additional services are required or requested by City. In no case will additional services be completed or compensated without written approval by City in advance of such work being performed. Reimbursable expenses include printing, delivery, mileage, and tolls.

Indigo | Hammond + Playle Architects, LLP

architecture

Principal Architect	\$255
Architect / Planner	\$208
Senior Designer	\$187
Designer/ Drafter- Level 2	\$155
Designer/ Drafter- Level 1	\$135
Clerical	\$110

Miyamoto International

structural engineering

Principal	\$235
Associate Principal	\$225
Senior Associate	\$170
Associate	\$160
Project Engineer	\$125
Staff Engineer	\$120
BIM Engineer/ Designer	\$100
Administrative Assistant	\$80

M. Neils Engineering, Inc.

electrical/ data/ telecom engineering

Principal Engineer	\$235
Senior Project Manager	\$205
Project Manager	\$190
Senior Engineer	\$190
Engineer	\$175
Senior Designer	\$175
Designer	\$150
Assistant Engineer	\$140
Engineering Technician	\$130
Senior Drafter	\$130
Drafter	\$115
Assistant Drafter	\$105
Clerical	\$105

HMS, Inc.

hazardous materials

Senior Project Manager	\$165
Field Technician	\$110
Administrative	\$75

designTECH*interiors*

Principal	\$150
Senior Designer	\$120
Designer	\$105
Junior Designer	\$90
Intern Designer/Support Staff	\$70

WRECO*civil engineering & survey*

Principal Professional	\$260-\$310
Supervising Professional II	\$220-\$260
Supervising Professional I	\$180-\$220
Senior Professional III	\$170-\$210
Senior Professional II	\$145-\$170
Senior Professional I	\$120-\$145
Associate Professional II	\$110-\$130
Associate Professional I	\$90-\$110
Staff Professional II	\$85-\$105
Staff Professional I	\$65-\$85
Senior Technician II	\$105-\$130
Senior Technician I	\$80-\$105
Technician II	\$65-\$80
Technician I	\$50-\$65

Peters Engineering*mechanical & plumbing engineering*

Principal	\$185
Senior Engineer	\$160
Project Manager/ Engineer	\$135
Senior Designer	\$105
Designer	\$95
CADD	\$85
Clerical	\$70

Guidepost Solutions*security*

Principal	\$250
Subject Matter Expert	\$230
Senior Project Manager	\$200
Project Manager	\$185
Sr. Designer	\$185
Professional Engineer	\$185
Technology Designer	\$175
Associate Project Manager	\$160
Design/Drafting	\$125
Technical Support	\$115

Miscellaneous reimbursable costs

Consultants and reimbursable expenses are at 1.15x cost. Mileage at \$0.56 per mile, or current Federal rate if different.

4. All other terms shall remain in full force and effect.

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

SIGNATURES ON FOLLOWING PAGE

Amendment No. 2 to

Consulting Services Agreement between City of San Leandro and Indigo
For Construction Support for Police Bldg. and South Office Modifications Project

2/7/2022
Page 4 of 5

The Parties have executed this Amendment as of the date first written above. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

INDIGO HAMMOND + PLAYLE ARCHITECTS

DocuSigned by:
Fran Robustelli
February 15, 2022
C063C023AF624E3...
Frances Robustelli, City Manager

DocuSigned by:
Bruce Playle PST
February 7, 2022 | 12:23
P85A12F30934402...
Bruce Playle, Principal
Consultant's Signature

Attest:

DocuSigned by:
Kelly Clancy
March 8, 2022 |
F24D2CC7F54D6...
Leticia I. Miguel, City Clerk

DocuSigned by:

7:43:44 PM PST

Budget Approved:

Approved as to Fiscal Authority:

DocuSigned by:
Susan Hsieh
February 15, 2022 | 12:07:33 PM PST
828644B85C6F48C...
Susan Hsieh, Finance Director

210-18-145-5240
Account Number

Approved as to Form:

DocuSigned by:
Richard Pio Roda
February 14, 2022 | 12:05:43 PM PST
7B44538F6D5F470...
Richard D. Pio Roda, City Attorney

DocuSigned by:
Sheila Marquises
February 7, 2022 | 1:04:03 PM PST
DE7DE160D5E1472...
Sheila Marquises
Engineering and Transportation Dept. Interim Director

**AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
INDIGO HAMMOND + PLAYLE ARCHITECTS
FOR
POLICE BUILDING AND SOUTH OFFICES MODIFICATIONS PROJECT
(CONSTRUCTION SUPPORT)**

This **Amendment No. 1** ("Amendment") is made by and between the City of San Leandro ("City") and Indigo Hammond + Playle Architects ("Consultant") (together sometimes referred to as the "Parties") as of December 30, 2021, and amends that certain Consulting Services Agreement ("Agreement") dated January 4, 2019, between the Parties.

WHEREAS, City and Consultant have executed the Agreement, pursuant to which Consultant has provided certain consulting services to City with regard to construction support services for the Police Building and South Offices Modifications Project, and

WHEREAS, the Parties desire to amend the Agreement to extend the agreement term and to provide compensation for construction support not covered by the original agreement for Phase 1 of the project.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Section 1.1 of the Agreement entitled "Term of Services" is hereby amended to extend the term from December 31, 2020, to April 30, 2021; and

2. Section 2 of the Agreement entitled "Compensation" is hereby amended to pay Consultant a sum not to exceed \$431,770; and

3. Exhibit B of the Agreement entitled "Compensation Schedule & Reimbursable Expenses" is hereby amended to read as follows and to include the attached updated *Standard Rate Schedules* (rev. 10/5/21):

Compensation for the work identified under Exhibit A shall not exceed \$431,770 as outlined below.

Item	Description	Original Estimated Fee	Revised amounts (Amendment 1)
1	Attend pre-construction meeting	\$1,440	\$1,440
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Standard Rate Schedules rev. 10/5/21

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Indigo | Hammond + Playle Architects, LLP

architecture

Principal Architect	\$255
Architect / Planner	\$208
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Designer/ Drafter- Level 2	\$155
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Miyamoto International

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Associate	\$160
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Engineering Technician	\$130
Senior Drafter	\$130
Drafter	\$115
Assistant Drafter	\$105
Clerical	\$105

HMS, Inc.

hazardous materials

Senior Project Manager	\$165
Field Technician	\$110
Administrative	\$75

designTECH*interiors*

Principal	\$150
Senior Designer	\$120
Designer	\$105
Junior Designer	\$90
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WRECO*civil engineering & survey*

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Supervising Professional I	\$180-\$220
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Associate Professional I	\$90-\$110
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Staff Professional I	\$65-\$85
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Senior Technician I	\$80-\$105
Technician II	\$65-\$80
Technician I	\$50-\$65

Peters Engineering*mechanical & plumbing engineering*

Principal	\$185
Senior Engineer	\$160
Project Manager/ Engineer	\$135
Senior Designer	\$105
Designer	\$95
CADD	\$85
Clerical	\$70

Guidepost Solutions*security*

Principal	\$250
Subject Matter Expert	\$230
Senior Project Manager	\$200
Project Manager	\$185
Sr. Designer	\$185
Professional Engineer	\$185
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SIGNATURES ON FOLLOWING PAGE

Amendment No. 1 to

Consulting Services Agreement between City of San Leandro and Indigo
For Construction Support for Police Bldg. and South Office Modifications Project

11/15/2021
Page 4 of 5

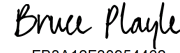
The Parties have executed this Amendment as of the date first written above. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

INDIGO HAMMOND + PLAYLE ARCHITECTS

DocuSigned by:

C063C023AF624E3
Fmr
Frances Robustelli, City Manager

DocuSigned by:

EB3A12E30954462
December 9, 2021 | 9:01:1
Bruce Playle, Principal
Consultant's Signature


Attest:
DocuSigned by:

575DDE0FDA5642B...
12/30/2021
Leticia I. Miguel, City Clerk




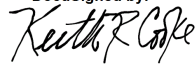
SEAL

Budget Approved:

Approved as to Fiscal Authority:
DocuSigned by:

838644B85C6E48C
12/23/2021
Susan Hsieh, Finance Director

210-18-145-5240
Account Number

Approved as to Form:
DocuSigned by:

7B41538E6D5E470
12/13/2021
Richard D. Pio Roda, City Attorney

DocuSigned by:

AE075096EE1743D
09-Dec-2021
Keith Cooke
Engineering and Transportation Dept. Director

#3477

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
INDIGO HAMMOND + PLAYLE ARCHITECTS
FOR
POLICE BUILDING AND SOUTH OFFICES MODIFICATIONS PROJECT
(CONSTRUCTION SUPPORT)**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and Indigo Hammond + Playle Architects ("Consultant") (together sometimes referred to as the "Parties") as of JANUARY 4, 2018 (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 December 31, 2020, 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). Bidder's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Successful Bidder 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 **THREE HUNDRED NINETY FOUR THOUSAND NINETY DOLLARS (\$394,090)**, 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 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 specified in Exhibit B, and shall not exceed **\$14,250**. 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 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 All Policies Requirements.

4.4.1 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.

4.4.2 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.

4.4.3 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.

4.4.4 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).

4.4.5 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.

4.4.6 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.

4.5 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.

4.6 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.
- Where such applicable laws, ordinances, codes and regulations are known to be in conflict with one another, Consultant shall notify City and Consultant shall provide a recommendation based on its professional judgement.
- 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 14 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 Kyle K. Lei ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

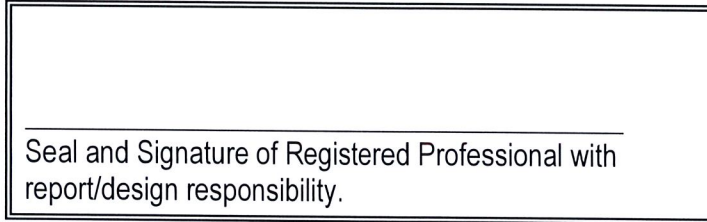
- 10.10 Notices.** Any written notice to Consultant shall be sent to:
Bruce Playle, AIA, Principal
Indigo Hammond + Playle Architects, LLP
909 Fifth Street
Davis, CA 95616

Any written notice to City shall be sent to:
Kyle K. Lei
Engineering and Transportation Department
835 E. 14th Street

San Leandro, CA 94577

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 represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

- Exhibit A Scope of Services
- Exhibit B Compensation Schedule & Reimbursable Expenses
- Exhibit C Indemnification
- Exhibit D 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.

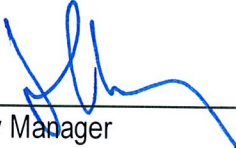
10.14 Certification per Iran Contracting Act of 2010. In the event that this contract is for one million dollars (\$1,000,000) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified 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

INDIGO HAMMOND + PLAYLE ARCHITECTS



Jeff Kay, City Manager



Bruce Playle, Principal

Attest:

Consultant's DIR Registration Number
(if applicable)



Leticia I. Miguel, City Clerk

Approved as to Fiscal Authority:



David Baum, Finance Director

210-18-137-5120
Account Number


Approved as to Form:



Richard D. Pio Roda, City Attorney

Per Section 10.7:

- Form 700 Not Required
- Form 700 Required



Keith Cooke
Engineering and Transportation Dept. Director

EXHIBIT A

SCOPE OF SERVICES

Project Description

The Consultant shall provide construction support services for the Police Building and South Office Modifications Project. The construction phase is estimated to take fourteen months to complete plus one month for project close-out. The project will be constructed in three phases, and the Consultant's scope of work is projected to include the following items.

- Attend one pre-construction meeting
- Review and respond to Contractor submittals
- Review and respond to Contractor requests for information (RFI)
- Review and respond to Contractor potential change orders (PCO)
- Issue Architectural Supplemental Instructions (ASI)
- Participate in weekly construction project progress meetings via telephone
- Attend weekly construction project progress meetings in-person and conduct site observations
- Consistent with the requirements for California Essential Services Buildings, prepare and submit quarterly Verified Reports (Division of the State Architect, form DSA 6-AE, or similar). Also, coordinate with the Inspector of Record and Contractor to ensure that the information on their quarterly Verified Reports (DSA 6-C and DSA 6-PI, or similar) is consistent
- Assist with commissioning, demonstration, and training of various building systems. The Commissioning Agent will be hired by the City as part of a separate contract.
- Conduct preliminary investigation and issue punch list for each of the three construction phases
- Assist with the preparation of Notice of Substantial Completion for each construction phase
- Assist with Notice of Final Completion
- Final project close-out procedures, e.g. review record documents submitted by Contractor
- Changes to project documents based on questions from bidders
- Miscellaneous support to aid the City's project manager

Deliverables

- Construction visit notes and photographic record
- Responses to submittals, RFIs, and change order requests
- Issue ASIs as needed
- Quarterly DSA Verified Report forms, completed, signed, and filed with the Chief Building Official
- Punch list items for each phase
- Final inspection report

Excluded Services

- Issue proposal requests to the Contractor
- Maintain logs of submittals, RFIs, ASIs, and contract change orders
- Verification of completion of punch list items
- Preparation of CAD record drawings
- Hazmat abatement monitoring

Consultant shall perform the tasks noted above in Exhibit A and shall report on each monthly invoice the estimated percent complete of each item, the estimated percent complete of the total, and a comparison to total actual expenditures to-date. Work that requires compensation beyond the amount listed for each item in Exhibit B is beyond the scope of this contract.

EXHIBIT B**COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES**

Compensation for the work identified under Exhibit A will be billed on a time-and-materials basis and shall not exceed \$394,090 as outlined below.

Item	Description	Fee
1	Attend pre-construction meeting	\$1,440
2	Review and respond to submittals	\$73,600
3	Review and respond to RFIs	\$90,600
4	Review and respond to potential change order requests	\$22,720
5	Issue Architectural Supplemental Instructions	\$2,160
6	Participate in weekly construction project progress meetings via telephone	\$17,820
7	Attend weekly construction project progress meetings and conduct site observations	\$65,760
8	Quarterly Verified Reports to the Division of the State Architect	\$5,120
9	Assist with commissioning, demonstration, and training of various building systems	\$10,080
10	Conduct preliminary investigation and issue punch list for each construction phase	\$26,240
11	Notice of Substantial Completion for each construction phase	\$1,440
12	Assist with Notice of Final Completion	\$360
13	Final project close-out procedures	\$6,880
14	Modifications to project documents due to bidders' questions	\$7,200
15	Allowance for communications not included above with the City's project manager	\$32,200
16	Reimbursable expenses	\$14,250
17	Subconsultant mark-up (15%)	\$16,220
	Total:	\$394,090

The attached "Standard Rate Schedules" will be used as the basis for time-and-materials billings, a 15% markup will be applied to all expenses including subconsultants. The rate schedules will also be used if any additional services are required or requested by City. In no case will additional services be completed or compensated without written approval by City in advance of such work being performed.

Standard Rate Schedules

The standard rate schedules below will be used as the basis for time-and-materials billings, a 15% markup will be applied to all expenses including subconsultants. The rate schedules will also be used if any additional services are required or requested by City. In no case will additional services be completed or compensated without written approval by City in advance of such work being performed. Reimbursable expenses include printing, delivery, mileage, and tolls.

Indigo | Hammond + Playle Architects, LLP

architecture

Principal Architect	\$235
Architect / Planner	\$192
Senior Designer	\$170
Designer/ Drafter- Level 2	\$135
Designer/ Drafter- Level 1	\$125
Clerical	\$100

Miyamoto International

structural engineering

Principal	\$250 - \$330
Associate Principal	\$200 - \$280
Senior Associate	\$140 - \$240
Associate	\$140 - \$200
Project Engineer	\$100 - \$180
Staff Engineer	\$70 - \$125
Structural Designer	\$100 - \$150
Administrative Assistant	\$70 - \$130

M. Neils Engineering, Inc.

electrical/ data/ telecom engineering

Principal Engineer	\$215
Senior Project Manager	\$185
Project Manager	\$170
Senior Engineer	\$170
Engineer	\$160
Senior Designer	\$155
Designer	\$135
Assistant Engineer	\$125
Engineering Technician	\$115
Senior Drafter	\$115
Drafter	\$100
Assistant Drafter	\$95
Clerical	\$90

HMS, Inc.

hazardous materials

Principal	\$140
Field Technician	\$100
Administrative	\$60

Admin / Clerical \$55.00 - \$105.00

designTECH*interiors*

Principal	\$150
Senior Designer	\$120
Designer	\$105
Junior Designer	\$90
Intern Designer/Support Staff	\$70

WRECO*civil engineering & survey*

Principal Professional	\$240.00 - \$280.00
Supervising Professional II	\$200.00 - \$240.00
Supervising Professional I	\$160.00 - \$200.00
Senior Professional III	\$160.00 - \$185.00
Senior Professional II	\$130.00 - \$160.00
Senior Professional I	\$105.00 - \$130.00
Associate Professional III	\$105.00 - \$120.00
Associate Professional II	\$90.00 - \$105.00
Associate Professional I	\$80.00 - \$90.00
Staff Professional III	\$80.00 - \$95.00
Staff Professional II	\$65.00 - \$80.00
Staff Professional I	\$55.00 - \$65.00
Senior Technician III	\$105.00 - \$130.00
Senior Technician II	\$90.00 - \$105.00
Senior Technician I	\$80.00 - \$90.00
Technician III	\$65.00 - \$80.00
Technician II	\$55.00 - \$65.00
Technician I	\$40.00 - \$50.00

Peters Engineering*mechanical & plumbing engineering*

Principal	\$180
Senior Engineer	\$155
Project Manager/ Engineer	\$130
Senior Designer	\$100
Designer	\$90
CADD	\$80
Clerical	\$65

Guidepost Solutions*security*

Principal	\$250
Subject Matter Expert	\$230
Senior Project Manager	\$200
Project Manager	\$185
Sr. Designer	\$185
Professional Engineer	\$185
Technology Designer	\$175
Associate Project Manager	\$160
Design/Drafting	\$125
Technical Support	\$115

Miscellaneous reimbursable costs Consultants and reimbursable expenses are at 1.15x cost. Mileage at \$0.535 per mile, or current Federal rate if different.

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.

EXHIBIT D

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.

3008145.1

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 2018-139

RESOLUTION OF THE CITY OF SAN LEANDRO CITY COUNCIL TO APPROVE A CONSULTING SERVICES AGREEMENT WITH INDIGO / HAMMOND & PLAYLE ARCHITECTS, LLP FOR CONSTRUCTION SUPPORT SERVICES IN THE AMOUNT OF \$394,090 AND TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE INDIVIDUAL CONTRACT AMENDMENTS UP TO 10% (\$39,409) AND CUMULATIVE CONTRACT AMENDMENTS UP TO A MAXIMUM OF 25% (\$98,523) OF THE ORIGINAL CONTRACT AMOUNT FOR THE POLICE BUILDING AND SOUTH OFFICES MODIFICATIONS PROJECT, PROJECT NO. 2014.0481 (PROVIDES FOR SUPPORT SERVICES DURING CONSTRUCTION OF THE POLICE BUILDING AND SOUTH OFFICES MODIFICATIONS PROJECT)

WHEREAS, an agreement between the City of San Leandro and Indigo / Hammond & Playle Architects, LLP, a copy of which is attached, was presented to this City Council; and

WHEREAS, the City Council is familiar with the contents thereof; and

WHEREAS, the City Manager recommends approval of said agreement.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

1. That said agreement for \$394,090 is hereby approved and execution by the City Manager is hereby authorized; and
2. That the City Manager or his designee is authorized to negotiate and approve individual contract amendments up to a maximum of \$39,409, which is 10% of the original contract amount; and
3. That the City Manager or his designee is authorized to negotiate and approve cumulative contract amendments up to a maximum of \$98,523, which is 25% of the original contract amount.

Introduced by Councilmember Cox and passed and adopted this 19th day of November 2018, by the following vote:

Members of the Council:

AYES: Councilmembers Ballew, Cox, Hernandez, Lee, Lopez, Thomas; Mayor Cutter (7)

NOES: None (0)

EXCUSED: None (0)

ATTEST: 
Leticia I. Miguel, City Clerk

Certificate Of Completion

Envelope Id: BCCEBD4AE512459F95C1AA5749943D86	Status: Completed
Subject: Please DocuSign: CSA Amendment 2 REV1- Indigo Hammond + Playle - Police Bldg & South Offices Mods	
Source Envelope:	
Document Pages: 34	Signatures: 7
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Stamps: 1
Envelope Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Estela Ramirez
	835 E 14th St
	San Leandro, CA 94577
	eramirez@sanleandro.org
	IP Address: 192.83.149.200

Record Tracking

Status: Original 2/7/2022 10:19:50 AM	Holder: Estela Ramirez eramirez@sanleandro.org	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of San Leandro	Location: DocuSign

Signer Events

Bruce Playle
bplayle@indigoarch.com
Security Level: Email, Account Authentication (None), Access Code

Signature

DocuSigned by:

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Kurry Foley
kfoley@sanleandro.org
Administrative Services Manager
City of San Leandro
Security Level: Email, Account Authentication (None)

Completed

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Not Offered via DocuSign

Sheila Marquises
smarquises@sanleandro.org
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Electronic Record and Signature Disclosure:

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ID: 828d9e7d-2fb3-4ec1-bda5-aa990634b110

Richard Pio Roda
rpioroda@meyersnave.com
Principal

DocuSigned by:


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Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
<p>Scott Koll skoll@sanleandro.org Financial Services Manager City of San Leandro Signing Group: Budget and Compliance Manager Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/22/2020 6:28:28 AM ID: 7cfb19d3-c629-40dd-9732-c28fdfe782cb</p>	<p>Completed</p> <p>Using IP Address: 192.83.149.200</p>	<p>Sent: 2/14/2022 12:05:59 PM Viewed: 2/15/2022 7:32:01 AM Signed: 2/15/2022 7:34:48 AM</p>
<p>Susan Hsieh shsieh@sanleandro.org Signing Group: Finance Director Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/15/2022 12:03:58 PM ID: 13394166-f6d4-4f26-bed3-12bf80430c31</p>	<p>DocuSigned by: <i>Susan Hsieh</i> 838644B85C6F48C...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 192.83.149.200</p>	<p>Sent: 2/15/2022 7:34:55 AM Viewed: 2/15/2022 12:03:58 PM Signed: 2/15/2022 12:07:33 PM</p>
<p>Fran Robustelli frobustelli@sanleandro.org City Manager Signing Group: City Manager Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/15/2022 1:21:47 PM ID: f43fad27-a79a-462d-bb34-12bb500b4799</p>	<p>DocuSigned by: <i>Fran Robustelli</i> C063C023AF624E3...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 192.83.149.200</p>	<p>Sent: 2/15/2022 12:07:44 PM Viewed: 2/15/2022 1:21:47 PM Signed: 2/15/2022 1:22:47 PM</p>
<p>Kelly Clancy kclancy@sanleandro.org Acting City Clerk City of San Leandro Signing Group: City Clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/22/2022 10:35:28 AM ID: 2c20f2c8-381a-468e-b36d-dfd722cfdab2</p>	<p>DocuSigned by: <i>Kelly Clancy</i> F21D2CCCC7F54D6...</p>  <p>Signature Adoption: Pre-selected Style Using IP Address: 73.158.15.24</p>	<p>Sent: 2/15/2022 1:22:59 PM Resent: 3/4/2022 12:44:13 PM Viewed: 3/7/2022 10:10:09 AM Signed: 3/8/2022 7:43:44 PM</p>

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Kyle Lei klei@sanleandro.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/7/2022 10:36:30 AM Viewed: 3/9/2022 8:30:54 AM
Kelly Clancy kclancy@sanleandro.org Acting City Clerk City of San Leandro Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/8/2022 7:43:50 PM
Kyle Lei klei@sanleandro.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/8/2022 7:43:52 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	3/8/2022 7:43:44 PM
Completed	Security Checked	3/8/2022 7:43:52 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact City of San Leandro:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: clerk@sanleandro.org

To contact us by paper mail, please send correspondence to:

City of San Leandro

835 E 14th St

San Leandro, 94577

To advise City of San Leandro of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tbatalla@sanleandro.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- Until or unless you notify City of San Leandro as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of San Leandro during the course of your relationship with City of San Leandro.