

**NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
ANGELES CONTRACTOR, INC.
FOR
MONARCH BAY GOLF COURSE PARKING LOT RENOVATIONS**

THIS AGREEMENT for concrete and asphalt reconstruction services is made by and between the City of San Leandro ("City") and Angeles Contractor, Inc. ("Contractor") (together sometimes referred to as the "Parties") as of June 6, 2022 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor 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 July 31, 2022, and Contractor 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 Contractor 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.** Contractor 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 Contractor is engaged.
- 1.3 **Assignment of Personnel.** Contractor 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, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor 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 Contractor's obligations hereunder.
- 1.5 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Contractor's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Contractor must submit completed self-certification form and comply with the LWO if covered.
- 1.6 **Public Works Contractor Registration.** Contractor 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. Contractor 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 Contractor a sum not to exceed \$499,667.22, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor 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 Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor 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. Contractor 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 Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor 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 Contractor 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 Contractor.

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 Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor 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 Contractor 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 Reserved.

2.6 Reimbursable Expenses. Reimbursable expenses are not included in this scope and are not chargeable to City.

2.7 Payment of Taxes. Contractor 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 Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as

of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Contractor 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.

2.10 Liquidated Damages. Failure of Contractor to respond to problems referred to it by City within the time limits established in Subsection 1.2 of this Agreement shall result in liquidated damages as set forth in Exhibit A.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor 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 Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to City to use facilities or equipment not otherwise listed herein.

3.1 Safety Requirements. In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of its subcontractors; members of the public; and employees, agents, and representatives of the City and regulatory agencies that may be on or about the work.

The services of the City in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near any Contractor jobsite.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations and codes, with specific attention to the United States Department of Labor Occupational Health and Safety Administration (OSHA) requirements. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by such operations.

Contractor is hereby informed that work on City property could be hazardous. Contractor shall carefully instruct all personnel working on City property that all conditions of the property are potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

In addition to complying with all other safety regulations, Contractor shall abide by any and all other City requirements contained in any specifications, special conditions or manuals, which shall be made available by City upon request.

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the City to provide a safe working environment under normal conditions. CONTRACTOR IS ADVISED THAT CITY'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. If required by the City, toilets shall be furnished by Contractor where needed for use of its employees and their use shall be strictly enforced. Contractor shall not use the City's existing sanitary facilities, unless previously authorized by the City.

Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid for its employees shall be given.

City reserves the right to require that Contractor bring onto the project or engage the services of a licensed safety engineer at any time during the term of this Agreement. If Contractor does not have a licensed safety engineer on staff, then City may require that Contractor engage a subcontractor or subconsultant as the project's safety engineer. Contractor shall bear all costs in connection with meeting the requirements of this section.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Contractor, 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 Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor 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. Contractor 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 Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor 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. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Contractor 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 Contractor. 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, Contractor 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 City for all work performed by the Contractor, its employees, agents, and subcontractors.

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

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

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

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

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

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Contractor 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.

4.4 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, Contractor shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Contractor 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 Contractor beginning work,

it shall not waive the Contractor'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. Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor'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 Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES. Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

Contractor 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 Contractor's services under this Agreement, however, the cost to defend charged to Contractor shall not exceed Contractor's proportionate percentage fault.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

If this Agreement involved construction or maintenance then all provisions of this Agreement pursuant to which Contractor agrees to indemnify the City against liability for damages arising out of bodily injury to persons or damage to property relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate, shall not apply to damages caused by or resulting from the active or sole negligence or willful misconduct of the City. The indemnifications provided herein shall not be limited to damages, compensation or benefits payable under insurance policies, workers' compensation acts, disability benefit acts, or other employees' benefit acts.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. **STATUS OF CONTRACTOR.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor'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 Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor 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 **Contractor Not an Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor 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.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor 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.** Contractor represents and warrants to City that Contractor 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. Contractor represents and warrants to City that Contractor 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, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor 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 Contractor under this Agreement. Contractor 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 Contractor thereby.

Contractor 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 Contractor.

Contractor may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor 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. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor 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 Contractor 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 Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor'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 Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor 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 Contractor shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be 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 Contractor pursuant to this Agreement;
 - 8.6.3** Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or
 - 8.6.4** Charge Contractor 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 Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor'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 Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor 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 Contractor 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 Contractor's Books and Records.** Contractor 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 Contractor to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor 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 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor 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.*

Contractor 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 Contractor was an employee, agent, appointee, or official of the City in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor.

Contractor 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.

- 10.7 Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 Contract Administration.** This Agreement shall be administered by David Sams, the City's Golf Consultant ("Contract Administrator"), who reports to Debbie Pollart, Public Works Director. All correspondence shall be directed to or through the Contract Administrator and the Public Works Director.
- 10.9 Notices.** Any written notice to Contractor shall be sent to:

Alex Cho, Vice President
Angeles Contractor, Inc.
2055 Junction Avenue, Suite 110
San Jose, CA 95131
Alex@angelescontractor.com

Any written notice to City shall be sent to:

David Sams
City of San Leandro Public Works Dept.
14200 Chapman Road
San Leandro, CA 94578
Sams4munigolf@comcast.net
dpollart@sanleandro.org

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

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

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	COVID-19 Compliance Requirements
<u>Exhibit C</u>	California Labor Code Section 1720 Information

10.11 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.

10.12 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 Contractor's signature below Contractor certifies that Contractor, and any parent entities, subsidiaries, successors or subunits of Contractor 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

ANGELES CONTRACTOR, INC.

Frances Robustelli, City Manager

Alex Cho, Vice President

Attest:

1000002456
Consultant's DIR Registration Number
(if applicable)

Kelly Clancy, Interim City Clerk

Budget Approved:

Approved as to Fiscal Authority:

Susan Hsieh, Finance Director

596-56-115-5240
Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

Debbie Pollart, Public Works Director

EXHIBIT A
SCOPE OF SERVICES



Work Order Signature Document

EZIQC Contract No.: CA08-SCI-GB05-080719-ACI	
<input checked="" type="checkbox"/> New Work Order	<input type="checkbox"/> Modify an Existing Work Order
Work Order Number.: 099276.00	Work Order Date: 04/18/2022
Work Order Title: Monarch Bay Golf Course - Parking Lot	
Owner Name: <u>City of San Leandro</u>	Contractor Name: <u>Angeles Contractor Inc.</u>
Contact: <u>David Sams</u>	Contact: <u>Alex Cho</u>
Phone: (510)895-2162	Phone: (714) 443-3655
Work to be Performed	
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA08-SCI-GB05-080719-ACI.	
<u>Brief Work Order Description:</u> Monarch Bay Golf Course - Parking Lot	
Time of Performance	Estimated Start Date: Estimated Completion Date:
Liquidated Damages	Will apply: <input type="checkbox"/> Will not apply: <input checked="" type="checkbox"/>
Work Order Firm Fixed Price: \$499,667.22	
Owner Purchase Order Number:	

Detailed Scope of Work

<p>To: Alex Cho Angeles Contractor Inc. 783 Phillips Drive City of Industry, CA 91748 (714) 443-3655</p>	<p>From: David Sams City of San Leandro 835 East 14th Street San Leandro, CA 94577 (510)895-2162</p>
---	---

Date Printed: April 18, 2022
Work Order Number: 099276.00
Work Order Title: Monarch Bay Golf Course - Parking Lot
Brief Scope: Monarch Bay Golf Course - Parking Lot

Preliminary
 Revised
 Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Angeles contractor to furnish and Provide all materials, fixtures, equipment, and labor as necessary to complete work. Work to be performed during regular business hours 7 AM to 5 PM, Monday - Friday.

(Scope of Work)

- Saw cut & install approximately 10 LF of Trench Drain and connect it to the existing underground drain pipe
- Cape seal (approximately 95,600 SF) and 285 parking stalls striping
- Apply PRME Tack Oil to asphalt (Cape seal)
- Apply 1 layer of 1/4"x #10 Chips (Cape seal)
- Apply 1 layer of Type II Slurry seal (Cape seal)
- Remove existing pathway asphalt (approximately 13,500 SF) and regrade the subgrade
- Remove approximately 11,000 SF of (E) asphalt for (N) concrete valley gutters in the parking lot
- Remove and provide 3" thick asphalt at pathway (approximately 13,500 SF)
- Provide 6" wide of the flush curb at the entrance of pathway (approximately 35 LF)
- Provide 3' wide concrete valley gutter in front of the golf-cart building (92 LF)
- Provide 4' wide concrete valley gutter in the parking lot (375 LF)
- Provide 3 EA curb ramps with truncated domes
- Provide new (11) ADA signs
- Comply with (11) ADA parking requirements and striping
- Concrete curb painting (red)

Subject to the terms and conditions of EZIQC Contract CA08-SCI-GB05-080719-ACI.

Contractor's Price Proposal - Summary

Date: April 18, 2022

Re: IQC Master Contract #: CA08-SCI-GB05-080719-ACI
Work Order #: 099276.00
Owner PO #:
Title: Monarch Bay Golf Course - Parking Lot
Contractor: Angeles Contractor Inc.
Proposal Value: \$499,667.22

Section - 01	\$117,654.98
Section - 02	\$6,802.26
Section - 03	\$5,171.51
Section - 10	\$2,980.89
Section - 22	\$1,321.90
Section - 31	\$13,062.49
Section - 32	\$351,136.93
Section - 33	\$1,536.26
Proposal Total	\$499,667.22

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: April 18, 2022

Re: IQC Master Contract #: CA08-SCI-GB05-080719-ACI
 Work Order #: 099276.00
 Owner PO #:
 Title: Monarch Bay Golf Course - Parking Lot
 Contractor: Angeles Contractor Inc.
 Proposal Value: \$499,667.22

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$32,688.51
				Installation	
				Quantity	Unit Price
				32,688.51	1.00
				x	x
				Factor	Total
				1.0000	32,688.51
				=	
				Additional escalation cost due to current inflation and market price increased [Based proposal amount of \$466,978.71 x 7% = \$32,688.51]	
2	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$10,806.71
				Installation	
				Quantity	Unit Price
				9,123.44	1.00
				x	x
				Factor	Total
				1.1845	10,806.71
				=	
				Bond Fees calculated at 2% of total amount \$456,172.00 x 2% = \$9,123.44	
3	01 22 20 00 0070		HR	Flagperson For Traffic Control	\$7,059.62
				Installation	
				Quantity	Unit Price
				80.00	74.50
				x	x
				Factor	Total
				1.1845	7,059.62
				=	
				flagman for traffic control and heavy equipment and trucking movement in and out at parking lot and Monarch Bay Drive street [means and method]	
4	01 22 23 00 0264		DAY	Self-Propelled Street Sweeper With Hopper And Full-Time Operator Truck with main and gutter brooms, elevator, debris hopper and water tank.	\$9,840.41
				Installation	
				Quantity	Unit Price
				5.00	1,661.53
				x	x
				Factor	Total
				1.1845	9,840.41
				=	
				sweep parking lot by phases for the duration of the project [means and method]	
5	01 22 23 00 1408		WK	2,000 Gallon Water Truck With Full-Time Driver	\$14,471.34
				Installation	
				Quantity	Unit Price
				3.00	4,072.42
				x	x
				Factor	Total
				1.1845	14,471.34
				=	
				dust control and compaction for the duration of the project [means and method]	
6	01 55 26 00 0017		CLF	1", 4 Mil Polyethylene Printed Barricade Tape, Fluorescent Orange	\$142.50
				Installation	
				Quantity	Unit Price
				10.00	12.03
				x	x
				Factor	Total
				1.1845	142.50
				=	
				safety and traffic control barricade tape	
7	01 55 26 00 0034		MO	28" Cone With Reflective Collar	\$126.45
				Installation	
				Quantity	Unit Price
				25.00	4.27
				x	x
				Factor	Total
				1.1845	126.45
				=	
				safety and traffic control - 25 each cones x 1 month	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 099276.00
 Work Order Title: Monarch Bay Golf Course - Parking Lot

Section - 01										
8	01 55 26 00 0049	MO	Type II Barricade, Up To 3' Wide With Two Reflective Rails Each Side			\$48.19				
			Installation	Quantity 2.00	x	Unit Price 20.34	x	Factor 1.1845	=	Total 48.19
			safety and traffic control - 2 each barricade at entrances x 1 month							
9	01 55 26 00 0090	WK	Mesh Or Vinyl Roll-up Sign With Stand			\$130.30				
			Installation	Quantity 8.00	x	Unit Price 13.75	x	Factor 1.1845	=	Total 130.30
			Temp. traffic signage "Entrance Close" QTY2 for 4 weeks							
10	01 55 26 00 0124	EA	Place And Remove Up To 250 Cones By Hand From Roadside			\$57.45				
			Installation	Quantity 25.00	x	Unit Price 1.94	x	Factor 1.1845	=	Total 57.45
			safety and traffic control - 25 each temporary cones place and remove							
11	01 71 13 00 0004	EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.			\$13,877.03				
			Installation	Quantity 16.00	x	Unit Price 732.22	x	Factor 1.1845	=	Total 13,877.03
			Equipment list (1) paving machine, (2) roller, (2) bobcat, (1) grinder, (1) mini-bobcat, (1) water truck = 8 each x 2 moves							
12	01 74 19 00 0016	EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.			\$793.58				
			Installation	Quantity 1.00	x	Unit Price 669.97	x	Factor 1.1845	=	Total 793.58
			for disposal of general construction debris							
13	01 74 19 00 0017	EA	10 CY Low-Boy Dumpster "Concrete Or Asphalt Only"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Concrete or asphalt only.			\$793.58				
			Installation	Quantity 1.00	x	Unit Price 669.97	x	Factor 1.1845	=	Total 793.58
			for disposal of demolished concrete pavement (240 SF x 4/12 ÷ 27 = 3 CY x 1.4 bulk factor = 1 load)							
14	01 74 19 00 0017	EA	10 CY Low-Boy Dumpster "Concrete Or Asphalt Only"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Concrete or asphalt only.			\$25,394.54				
			Installation	Quantity 32.00	x	Unit Price 669.97	x	Factor 1.1845	=	Total 25,394.54
			for disposal of demolished 4" asphalt at parking lot [10600 SF x 4/12 ÷ 27 = 131 CY + driving range 13100 SF x 3/12 ÷ 27 = 121 CY, total asphalt = 252 CY x 1.25 bulk factor = 32 loads							
15	01 74 19 00 0021	MO	Rampless Concrete Washout BinIncludes delivery.			\$545.36				
			Installation	Quantity 1.00	x	Unit Price 460.41	x	Factor 1.1845	=	Total 545.36
			fresh concrete washout bin							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 099276.00
 Work Order Title: Monarch Bay Golf Course - Parking Lot

Section - 01						
16	01 74 19 00 0024	EA	Vacuum, Pickup, Swap And Dump, Concrete Washout Bin	Includes vacuum the liquid from the full bin and pick up the bin, and recycle all material. An empty bin will be left at the site if the project is not completed.		\$879.41
		Installation	Quantity	Unit Price	Factor	Total
			1.00	742.43	1.1845	879.41
			x	x	=	
			fresh concrete washout bin			

Subtotal for Section - 01 \$117,654.98

Section - 02						
17	02 41 19 13 0058	LF	Saw Cut Bituminous Paving Up To 4" Depth			\$4,864.61
		Installation	Quantity	Unit Price	Factor	Total
			2,269.00	1.81	1.1845	4,864.61
			x	x	=	
			saw cut asphalt at edges and concrete transition for 4" R+R areas [1335] and valley gutter [92'+375 = 467'x2sides=934], total of 2269 LF			
18	02 41 19 13 0336	SF	4" Thick Reinforced Concrete Slab On Grade Cutouts, <24 SF			\$998.53
		Installation	Quantity	Unit Price	Factor	Total
			20.00	42.15	1.1845	998.53
			x	x	=	
			remove existing concrete slab at shed area for new trench drain			
19	02 90 50 00 0367	BOX	Dust Mask			\$332.89
		Installation	Quantity	Unit Price	Factor	Total
			8.00	35.13	1.1845	332.89
			x	x	=	
			OSHA, City and County health guidelines related to COVID-19 protocol- Dust mask			
20	02 90 50 00 0369	BOX	Gloves - Latex			\$154.93
		Installation	Quantity	Unit Price	Factor	Total
			8.00	16.35	1.1845	154.93
			x	x	=	
			OSHA, City and County health guidelines related to COVID-19 protocol- Glove			
21	02 90 50 00 0406	GAL	Disinfectant/Antimicrobial			\$408.04
		Installation	Quantity	Unit Price	Factor	Total
			4.00	86.12	1.1845	408.04
			x	x	=	
			OSHA, City and County health guidelines related to COVID-19 protocol- Disinfectant			
22	02 90 50 00 0434	QT	Hand Sanitizer			\$43.26
		Installation	Quantity	Unit Price	Factor	Total
			4.00	9.13	1.1845	43.26
			x	x	=	
			OSHA, City and County health guidelines related to COVID-19 protocol- Hand Sanitizer			

Subtotal for Section - 02 \$6,802.26

Section - 03						
23	03 11 13 00 0010	LF	>6" To 12" High Slab Edge and Block-Out Wood Formwork			\$1,440.66
		Installation	Quantity	Unit Price	Factor	Total
			174.00	6.99	1.1845	1,440.66
			x	x	=	
			concrete forms for curb ramp [150] and shed slab repair [24]			
24	03 21 11 00 0128	LF	#4, Grade 60, Slab On Grade, Steel Reinforcement Bar			\$648.87
		Installation	Quantity	Unit Price	Factor	Total
			660.00	0.83	1.1845	648.87
			x	x	=	
			install #4 rebars to the ADA curb ramp [640] and shed concrete slab repair for trench drain [20]			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 099276.00
 Work Order Title: Monarch Bay Golf Course - Parking Lot

Section - 03								
25	03 21 11 00 0251	EA	Dowels Or Hairpin, 1/2" x 30" Length, Drilled And Epoxy In Concrete, 6" Embedment				\$474.04	
			Quantity	Unit Price	Factor	=	Total	
		Installation	20.00 x	20.01 x	1.1845	=	474.04	
			dowels to existing slab joint to new slab at shed area trench drain					
26	03 35 13 00 0004	SF	Broom, Concrete Floor Finish				\$826.31	
			Quantity	Unit Price	Factor	=	Total	
		Installation	640.00 x	1.09 x	1.1845	=	826.31	
			concrete finish at ADA curb ramp					
27	03 35 13 00 0006	SF	Steel Trowel, Concrete Floor Finish				\$33.88	
			Quantity	Unit Price	Factor	=	Total	
		Installation	20.00 x	1.43 x	1.1845	=	33.88	
			concrete finish at shed area					
28	03 37 16 00 0010	HR	35 CY/HR, 66 HP Trailer Mounted Concrete PumpIncludes hoses				\$1,747.75	
			Quantity	Unit Price	Factor	=	Total	
		Installation	12.00 x	122.96 x	1.1845	=	1,747.75	
			concrete pours approx. 3 separate visits x 4 hrs					
Subtotal for Section - 03							\$5,171.51	
Section - 10								
29	10 14 53 11 0020	EA	12" x 24" Aluminum Engineer Grade Traffic Sign				\$691.08	
			Quantity	Unit Price	Factor	=	Total	
		Installation	11.00 x	53.04 x	1.1845	=	691.08	
			Handicap sign					
30	10 14 53 11 0020 0207	MOD	For Hi-Intensity Grade, Add				\$75.57	
			Quantity	Unit Price	Factor	=	Total	
		Installation	10.00 x	6.38 x	1.1845	=	75.57	
31	10 14 53 11 0203	EA	10', 2-3/8" Diameter, Galvanized Steel Tubular Sign Post				\$1,654.10	
			Quantity	Unit Price	Factor	=	Total	
		Installation	11.00 x	126.95 x	1.1845	=	1,654.10	
			Handicap sign posts					
32	10 14 53 11 0250	EA	2-3/8" Outside Diameter, Double Sign Bracket Set				\$560.14	
			Quantity	Unit Price	Factor	=	Total	
		Installation	11.00 x	42.99 x	1.1845	=	560.14	
			Handicap sign bracket					
Subtotal for Section - 10							\$2,980.89	
Section - 22								
33	22 13 16 00 0004	LF	3" Underground Bell And Spigot Cast Iron Soil Pipe AssemblyIncludes all fittings and gaskets. Excludes earthwork excavation, backfill and compaction. Not for use where detail is available.				\$1,321.90	
			Quantity	Unit Price	Factor	=	Total	
		Installation	30.00 x	37.20 x	1.1845	=	1,321.90	
			Ball washing station drainage work					
Subtotal for Section - 22							\$1,321.90	
Section - 31								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 099276.00
 Work Order Title: Monarch Bay Golf Course - Parking Lot

Section - 31						
34	31 23 16 13 0008	CY	Excavation For Trenching By Hand In Loose Rock Includes stockpiling excess materials and trimming sides and bottom of trench.			\$1,139.96
		Installation	Quantity	Unit Price	Factor	Total
			5.00	192.48	1.1845	1,139.96
			x	x	=	
			hand dig for trench drain and concrete curbs 45' x 1.5' x 2' ÷ 27			
35	31 23 16 13 0011	CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Hand			\$184.60
		Installation	Quantity	Unit Price	Factor	Total
			5.00	31.17	1.1845	184.60
			x	x	=	
			backfill for trench drain and concrete curbs 45' x 1.5' x 2' ÷ 27			
36	31 23 16 13 0014	CY	Compaction of Fill or Subbase for Trenches by Hand			\$208.24
		Installation	Quantity	Unit Price	Factor	Total
			5.00	35.16	1.1845	208.24
			x	x	=	
			compaction for trench drain and concrete curbs 45' x 1.5' x 2' ÷ 27			
37	31 23 16 33 0009	CY	Cutting, Shaping and Rough Grading Existing Elevations For Bulk Excavation by Machine			\$5,751.15
		Installation	Quantity	Unit Price	Factor	Total
			878.00	5.53	1.1845	5,751.15
			x	x	=	
			earthwork for new asphalt pavement area [parking lot 10600 SF + driving range 13100 SF = 23700 SF ÷ 27]			
38	31 23 16 33 0016	SY	Finish Grading for Bulk Excavation by Machine			\$1,715.33
		Installation	Quantity	Unit Price	Factor	Total
			2,633.00	0.55	1.1845	1,715.33
			x	x	=	
			earthwork for new asphalt pavement area [parking lot 10600 SF + driving range 13100 SF = 23700 SF ÷ 9]			
39	31 23 16 36 0021	CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Vibratory Plate, Air Tamper, Etcetera			\$925.43
		Installation	Quantity	Unit Price	Factor	Total
			76.00	10.28	1.1845	925.43
			x	x	=	
			earthwork for new asphalt pavement area(Hard to reach area) 2044 SF ÷ 27			
40	31 23 16 36 0021 0024	MOD	For >50 To 250, Add			\$369.99
		Installation	Quantity	Unit Price	Factor	Total
			76.00	4.11	1.1845	369.99
			x	x	=	
41	31 24 13 00 0020	SY	Finish Grade Roadway, Parking Areas, Landscaping And Embankments By Machine			\$309.44
		Installation	Quantity	Unit Price	Factor	Total
			311.00	0.84	1.1845	309.44
			x	x	=	
			finish grade for ADA stalls and curb ramp [2800 SF ÷ 9 = 311 SY]			
42	31 24 13 00 0021	LF	Finish Grade For Curb			\$38.97
		Installation	Quantity	Unit Price	Factor	Total
			35.00	0.94	1.1845	38.97
			x	x	=	
			finish grade for concrete curbs			
43	31 24 13 00 0022	LF	Finish Grade For Curb And Gutter			\$641.67
		Installation	Quantity	Unit Price	Factor	Total
			467.00	1.16	1.1845	641.67
			x	x	=	
			finish grade valley gutters subgrade to proper slope and flowline [375'+92']			
44	31 24 13 00 0024	SY	Compaction Of Fill Or Subbase For Roadways, Parking Areas, Landscaping And Embankments By Machine Per Lift			\$1,777.71
		Installation	Quantity	Unit Price	Factor	Total
			2,633.00	0.57	1.1845	1,777.71
			x	x	=	
			earthwork for new asphalt pavement area [parking lot 10600 SF + driving range 13100 SF = 23700 SF ÷ 9]			
Subtotal for Section - 31						\$13,062.49

Contractor's Price Proposal - Detail Continues..

Work Order Number: 099276.00
 Work Order Title: Monarch Bay Golf Course - Parking Lot

Section - 32								
45	32 01 16 71 0008	SY	Up To 3" Depth, Limited Cold Milling Of Asphalt				\$38,183.35	
		Installation	Quantity	Unit Price	Factor	Total		
			1,456.00	22.14	1.1845	38,183.35		
			x	x	=			
		demolish/remove 3" thick asphalt pavement at + driving range 13100 SF ÷ 9 = 1456 SY						
46	32 01 16 71 0009	SY	>3" To 6" Depth, Limited Cold Milling Of Asphalt				\$40,911.40	
		Installation	Quantity	Unit Price	Factor	Total		
			1,178.00	29.32	1.1845	40,911.40		
			x	x	=			
		demolish/remove 4" thick asphalt pavement at parking lot 10600 SF ÷ 9 = 1178 SY						
47	32 01 17 61 0014	LF	For Routing And Cleaning Of Crack, Add Per 1/2" Depth				\$938.12	
		Installation	Quantity	Unit Price	Factor	Total		
			1,800.00	0.44	1.1845	938.12		
			x	x	=			
		Parking lot routing and cleaning for crack repair prior to cape seal						
48	32 12 13 13 0006	SY	Tack Coat, 0.11 Gallon/SY				\$9,609.40	
		Installation	Quantity	Unit Price	Factor	Total		
			10,963.00	0.74	1.1845	9,609.40		
			x	x	=			
		[STEP 1] Apply tack coat after prepping and sweeping the existing parking lot asphalt pavement approx. 98,660 ÷ 9 = 10963 SY						
49	32 12 16 13 0002	TON	Bituminous Hot Mix Intermediate Course 3,954 LB/CYIncludes placement, rolling, finishing and sweeping. Used for applications not described elsewhere in this section.				\$76,779.70	
		Installation	Quantity	Unit Price	Factor	Total		
			511.00	126.85	1.1845	76,779.70		
			x	x	=			
		4" new asphalt to replaced existing at parking lot ADA parking stalls at 2 locations and new valley gutters which include 9' conform paving on each side of valley gutters at parking lot approx. total of 10600 SF x 4/12 ÷ 27 = 131 CY x 2.025 tons/cy = 265 tons + 3" new asphalt to replaced existing at driving range 13,100 SF x 3/12 ÷ 27 = 121 CY x 2.025 = 246 tons, total of 511 tons						
50	32 12 16 13 0002 0409	MOD	For Warm Mix Additive, Add				\$4,079.58	
		Installation	Quantity	Unit Price	Factor	Total		
			511.00	6.74	1.1845	4,079.58		
			x	x	=			
51	32 12 16 13 0023	TON	Hand Placed Hot Mixed Asphalt 3,954 LB/CYFor small areas not reachable by machine. Includes placement, rolling, finishing and sweeping.				\$5,540.24	
		Installation	Quantity	Unit Price	Factor	Total		
			16.00	292.33	1.1845	5,540.24		
			x	x	=			
		for areas inaccessible to paving machine and adjacent to existing structure or utility and curb and gutter edges						
52	32 12 16 39 0002	SY	4.1 Oz/SY, 101 LB Grab Tensile Nonwoven Polypropylene Geotextile Paving Fabric (Carthage Mills FX-42 A/O)				\$2,043.50	
		Installation	Quantity	Unit Price	Factor	Total		
			1,816.00	0.95	1.1845	2,043.50		
			x	x	=			
		install fabrics to grind area and all asphalt edges						
53	32 12 36 13 0040	SY	>10,000 To 20,000 SY, Double Screenings - PMCRS-2h, Asphalt Emulsion Seal Coat (Chip Seal)				\$49,605.27	
		Installation	Quantity	Unit Price	Factor	Total		
			10,963.00	3.82	1.1845	49,605.27		
			x	x	=			
		[STEP 2] Apply 1 layer of 1/4"x#10 chip seal after applying tack coat to existing parking lot asphalt pavement approx. 98,660 ÷ 9 = 10963 SY						
54	32 12 36 13 0040 0552	MOD	For Each 0.5% Of Latex Addition, Add				\$5,973.41	
		Installation	Quantity	Unit Price	Factor	Total		
			10,963.00	0.46	1.1845	5,973.41		
			x	x	=			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 099276.00
Work Order Title: Monarch Bay Golf Course - Parking Lot

Section - 32								
55	32 12 36 16 0011	SY	>5,000 To 20,000 SY, Type II Thermoplastic Coal-Tar Asphalt Seal				\$60,772.95	
		Installation	Quantity 10,963.00	x	Unit Price 4.68	x	Factor = 1.1845	Total 60,772.95
			[STEP 3] Apply 1 layer of Type II Slurry Seal after applying chip seal to existing parking lot asphalt pavement approx. $98,660 \div 9 = 10963$ SY					
56	32 12 36 23 0003	LF	GuardTop® Cold Pour Crack Filler				\$2,110.78	
		Installation	Quantity 1,800.00	x	Unit Price 0.99	x	Factor = 1.1845	Total 2,110.78
			Parking lot crack repair prior to cape seal					
57	32 16 13 13 0002	LF	6" x 12" Cast In Place Concrete Curb				\$654.61	
		Installation	Quantity 35.00	x	Unit Price 15.79	x	Factor = 1.1845	Total 654.61
			Install 6" thick concrete curb approx. 35 LF					
58	32 16 13 13 0002 0072	MOD	For >20 To 50, Add				\$228.85	
		Installation	Quantity 35.00	x	Unit Price 5.52	x	Factor = 1.1845	Total 228.85
59	32 16 13 19 0004	LF	3' Wide Cast In Place Concrete Valley Gutter, 6" Thick				\$3,616.85	
		Installation	Quantity 92.00	x	Unit Price 33.19	x	Factor = 1.1845	Total 3,616.85
			Install valley gutter at driving range area approx. 276 SF or 92' LF of 3' wide					
60	32 16 13 19 0004 0084	MOD	For >50 To 100, Add				\$397.76	
		Installation	Quantity 92.00	x	Unit Price 3.65	x	Factor = 1.1845	Total 397.76
61	32 16 13 19 0006	LF	4' Wide Cast In Place Concrete Valley Gutter, 6" Thick				\$19,211.11	
		Installation	Quantity 375.00	x	Unit Price 43.25	x	Factor = 1.1845	Total 19,211.11
			Install valley gutter at parking lot area approx. 1500 SF or 375 LF of 4' wide					
62	32 16 23 00 0002	SF	4" Cast In Place Concrete Sidewalk				\$5,918.00	
		Installation	Quantity 660.00	x	Unit Price 7.57	x	Factor = 1.1845	Total 5,918.00
			ADA concrete curb ramp approx. 640 SF + shed trench slab repair [20 SF]					
63	32 16 23 00 0008	EA	Finish Concrete Handicap Drop Section In Sidewalk Excludes patterned (tactile) finish.				\$417.57	
		Installation	Quantity 3.00	x	Unit Price 117.51	x	Factor = 1.1845	Total 417.57
			finish at truncated domes ADA drop section [3 each]					
64	32 17 23 13 0070	LF	Single 4" Wide Solid Line, Painted Pavement Striping for Parking Areas				\$5,873.94	
		Installation	Quantity 5,700.00	x	Unit Price 0.87	x	Factor = 1.1845	Total 5,873.94
			parking stalls striping 285 ea x 20'					
65	32 17 23 13 0074	SF	Solid Area, Painted Pavement Marking For Parking Areas Use task for lines >12" wide, stop bars, transverse lines, diagonal lines, crossing lanes, etc.				\$6,635.10	
		Installation	Quantity 1,440.00	x	Unit Price 3.89	x	Factor = 1.1845	Total 6,635.10
			for ADA cross hatch area (10x18x8)					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 099276.00
 Work Order Title: Monarch Bay Golf Course - Parking Lot

Section - 32								
66	32	17	23	13	0088	EA	Handicap Symbol For Van Parking Stalls, Painted Pavement Marking For Parking Areas Approximate overall dimensions: 4-1/3' width x 5' height. White or blue symbol. Excludes striping.	\$441.31
						Installation	Quantity 11.00 x Unit Price 33.87 x Factor 1.1845 = Total 441.31	
							Stencil ADA pavement marking	
67	32	17	23	13	0088	0339	MOD For Blue Background With White Symbol And Border, Add	\$576.95
						Installation	Quantity 11.00 x Unit Price 44.28 x Factor 1.1845 = Total 576.95	
68	32	17	23	13	0090	LF	Reflective Painted Curb	\$6,702.36
						Installation	Quantity 3,309.00 x Unit Price 1.71 x Factor 1.1845 = Total 6,702.36	
							paint concrete curbs	
69	32	17	26	00	0002	SF	Surface Applied VPC Truncated Dome Detectable Warning Surface Includes surface preparation, adhesive, fasteners and sealant at perimeter. Also raised strips or directional bars. All colors.	\$2,370.04
						Installation	Quantity 36.00 x Unit Price 55.58 x Factor 1.1845 = Total 2,370.04	
							Install new truncated domes at ADA curb ramp [3 each x 4'x3']	
70	32	31	13	13	0010	VLF	12" Diameter Hole, Auger By Machine Fence Post Hole In Soil	\$702.03
						Installation	Quantity 33.00 x Unit Price 17.96 x Factor 1.1845 = Total 702.03	
							Handicap sign post footing [11 each x 3']	
71	32	31	13	13	0027	VLF	12" Diameter, Concrete Fill For Post Hole	\$842.75
						Installation	Quantity 33.00 x Unit Price 21.56 x Factor 1.1845 = Total 842.75	
							Handicap sign concrete footing [11 each x 3']	
Subtotal for Section - 32								\$351,136.93
Section - 33								
72	33	42	36	00	0006	LF	4" Wide, High Density Polyethylene, Shallow Modular Trench Drain (Zurn Z844-C)	\$550.79
						Installation	Quantity 10.00 x Unit Price 46.50 x Factor 1.1845 = Total 550.79	
							Install trench drain at shed area	
73	33	42	36	00	0006	0305	MOD For Galvanized Extra Heavy Duty Frame Assembly With Anchor Studs And Grate Lockdown, Add	\$702.29
						Installation	Quantity 10.00 x Unit Price 59.29 x Factor 1.1845 = Total 702.29	
74	33	42	36	00	0008	EA	Closed End Cap For 4" Wide, High Density Polyethylene, Shallow Modular Trench Drain	\$80.64
						Installation	Quantity 2.00 x Unit Price 34.04 x Factor 1.1845 = Total 80.64	
							trench drain fittings/accessories	
75	33	42	36	00	0009	EA	No-Hub End Outlet For 4" Wide, High Density Polyethylene, Shallow Modular Trench Drain	\$101.27
						Installation	Quantity 2.00 x Unit Price 42.75 x Factor 1.1845 = Total 101.27	
							trench drain fittings/accessories	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 099276.00
Work Order Title: Monarch Bay Golf Course - Parking Lot

Section - 33

76	33	42	36	00	0010	EA	No-Hub Bottom Outlet For 4" Wide, High Density Polyethylene, Shallow Modular Trench Drain	\$101.27
						Installation	Quantity 2.00 x Unit Price 42.75 x Factor 1.1845 = Total 101.27	
							trench drain fittings/accessories	

Subtotal for Section - 33 **\$1,536.26**

Proposal Total **\$499,667.22**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

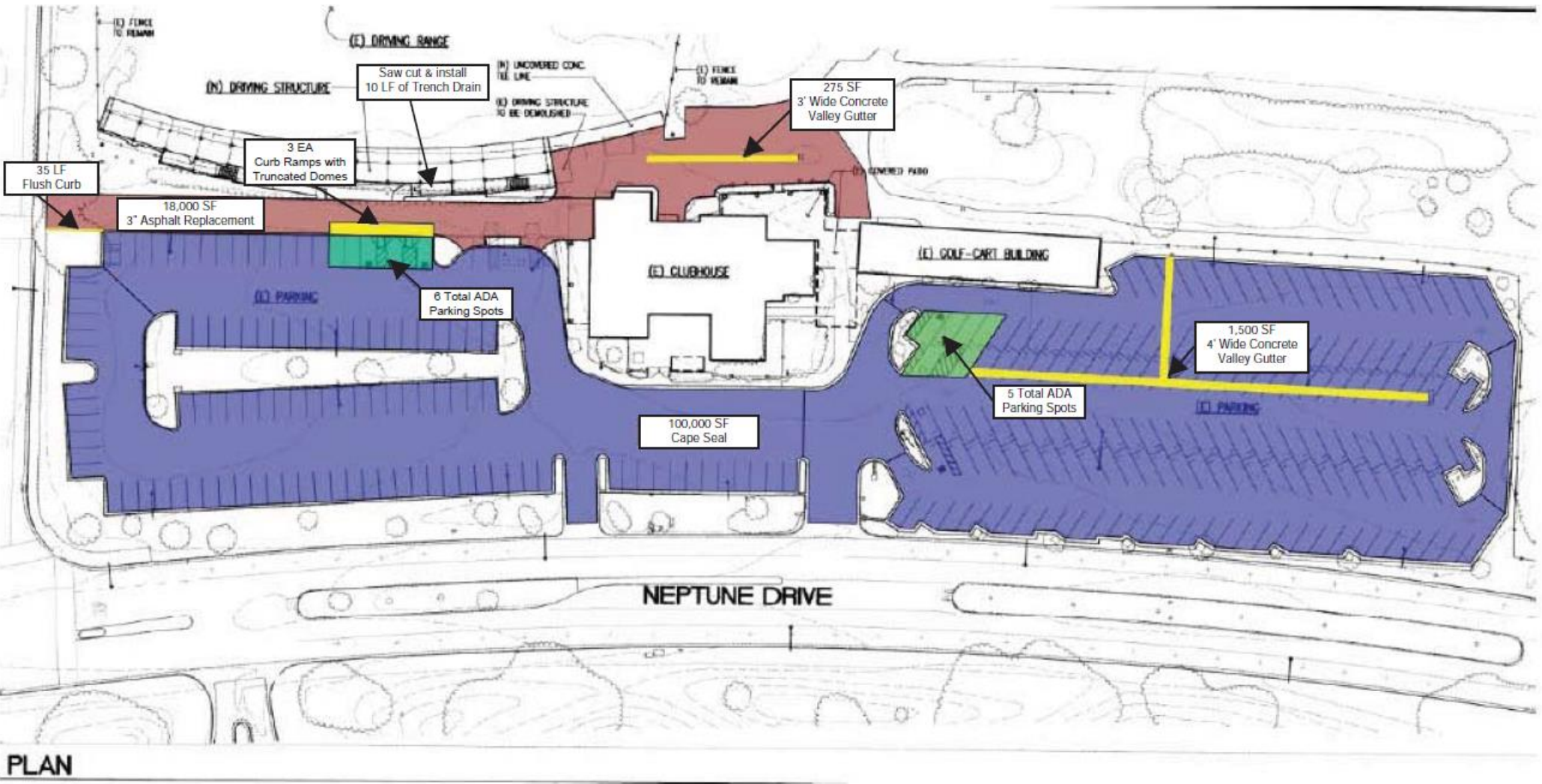


Subcontractor Listing

Date: April 18, 2022

Re: IQC Master Contract #: CA08-SCI-GB05-080719-ACI
 Work Order #: 099276.00
 Owner PO #:
 Title: Monarch Bay Golf Course - Parking Lot
 Contractor: Angeles Contractor Inc.
 Proposal Value: \$499,667.22

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00



PLAN

EXHIBIT B

REQUIREMENTS RELATED TO THE COVID-19 PANDEMIC AND THE CITY OF SAN LEANDRO'S EMERGENCY DECLARATION

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, county, 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.

Contractor 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. This includes, but is not limited to, the guidance for best construction practices published by California Department of Public Health and Cal OSHA, Alameda County Order 20-14a Appendix B1 (Updated Small Construction Safety Protocol), and Appendix B2 (Updated Large Construction Safety Protocol), and all other applicable orders and guidance promulgated by federal, state, and local government agencies. In addition, Contractor agrees when entering any City buildings, Contractor 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. Contractor 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 Contractor shall maintain knowledge of and adhere to the current COVID-19 preventative measures when interacting with City employees, officials, volunteers, agents, and representatives, when entering City buildings, and while performing the services described in this Agreement.

EXHIBIT C

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 Contractor 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 Contractor 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 or work.
- B. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes penalties per day for each worker engaged in the performance of the services described in Exhibit A that the Contractor 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 Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor 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 Contractor or subcontractor had knowledge of their

obligations under the California Labor Code. The Contractor 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 Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 sent directly to the Labor Commissioner, 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 Contractor, on behalf of the Contractor 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 Contractor 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 Contractor or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

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