

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
MNS ENGINEERS, INC  
FOR  
CARY-HAAS PEDESTRIAN BRIDGE REPLACEMENT**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and MNS Engineers ("Consultant") (together sometimes referred to as the "Parties") as of ~~November 5, 2024~~, 2024:22:37 AM PST (the Effective Date).

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2027, 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.** (Standard of Care) Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards generally observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 **Public Works Requirements.** Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.
- 1.6 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Consultant's attention is directed to the San

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

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

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed FOUR HUNDRED SEVEN THOUSAND ONE HUNDRED NINETY SEVEN ONLY DOLLARS (\$407,197), notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

- 2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
  - The beginning and ending dates of the billing period;

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

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

**2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

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

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

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

- 2.6     Reimbursable Expenses.** Reimbursable expenses are included in the total compensation fee per Section 2.0 above. 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 **\$2,000,000** 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. (**\$4,000,000**) 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 Commercial 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 **\$2,000,000** 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 Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

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

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

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

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

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

**4.5.5 Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days’ prior written notice has been provided to the City except for cancellation for non-payment of premium whereby a 10-day notice shall apply.

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

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

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

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

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

**Section 6. STATUS OF CONSULTANT.**

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



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

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

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

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

policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 10. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

**10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

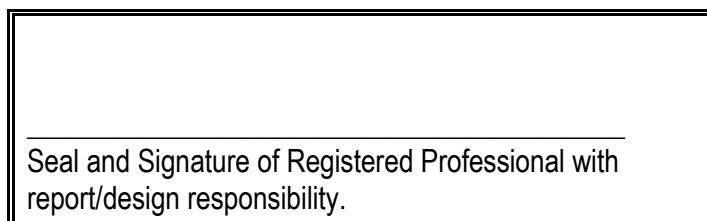
**10.9 Contract Administration.** This Agreement shall be administered by Mark Goralka, Associate Engineer ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.10 Notices.** Any written notice to Consultant shall be sent to:  
Kyle Turner, PE  
Vice President, Bridge & Structures  
MNS Engineers  
401 Grand Avenue, Suite 200  
Oakland, CA 94610  
Email: kturner@mnsengineers.com

Any written notice to City shall be sent to:  
Mark Goralka, PE  
City of San Leandro  
Public Works Division  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577  
Email: mgoralka@sanleandro.org

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

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



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


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

- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.


#### **SIGNATURES ON FOLLOWING PAGE**

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


CITY OF SAN LEANDRO

DocuSigned by:  
  
CE8D93C8F084408...  
City Manager

MNS ENGINEERS, INC.

Signed by:  
  
8980828108DE41F...  
Kyle Turner, PE  
Vice President


Attest:

Signed by:  
  
F24D3CCCG7F54D8...  
City Clerk

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


Budget Approved:   x

Approved as to Fiscal Authority:


Signed by:  
  
0200EB70A150401...  
Finance Director

\_\_\_\_\_  
210-38-904-5240  
Account Number

Approved as to Form:

Signed by:  
  
EF9C2EE30721417...  
City Attorney

Per Section 10.7: Form 700 Not Required

DocuSigned by:  
  
5DE577ACE411450...  
Public Works Director

## **EXHIBIT A**

### **SCOPE OF SERVICES**

This contract provides for professional design services related to the Environmental Clearance, Preliminary Engineering, Final Design and Design Support During Construction of a pedestrian bridge over San Leandro Creek in the City of San Leandro. Services shall include all necessary geotechnical studies and environmental permitting needed as described in the attached scope of work.





Scope of Work

TASK 1 Project Management

Our understanding of this project leads us to believe that project management and coordination are the most critical functions to achieving a successful outcome in a timely manner. Minimizing complexity wherever possible, staying in front of project stakeholders, and open and continuous communication will ease the process from concept to completion.

SUBTASK 1.1 Project Management

This subtask encompasses a number of functions, including but not limited to, internal coordination, invoicing, tracking scope; schedule; and budget, and providing those regular updates through monthly progress reports and schedule lookaheads (including attention to critical path items), and generally supervising and guiding all discipline leads and subconsultants to ensure conformance with the contract provisions.

SUBTASK 1.2 Project Meetings (18 total)

Shortly after notice to proceed, we will schedule and provide agenda for a project kickoff meeting. We will similarly host up to 18 project development team (PDT) meetings throughout the course of the project, with the majority being virtual and some targeted meetings being held in-person, and provide minutes. The RFP asks for up to 30 meetings. However, we are proposing a 12-month schedule and believe 18 meetings may be sufficient. That said, Kyle is always available to speak with the City at any time before, during, or after the project.

SUBTASK 1.3 Stakeholder Coordination

We will initiate contact with all project stakeholders shortly after notice to proceed, including the City, Alameda County Flood Control District (ACFCD), San Leandro Unified School District (SLUSD), and any impacted utility and private property owners.

We will conduct a design workshop with the City's Facilities and Transportation Committee (FTC) to gain concept approval. We will develop a brief concept presentation, including a rendering, for FTC and City to review and comment on. We will only proceed with developing the 35% PS&E once the City has approved the concept.

SUBTASK 1.4 Research and Data Collection

We will collect all relevant data and documentation related to the project site for our review, to include as-built plans, any utility information (no utilities carried by the bridge, approaches, and future lighting will require review of local utility presence along Haas Avenue and Cary Drive), aerial topography, right-of-way maps, permit requirements and information, and design

criteria. Design criteria include but are not limited to American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (2<sup>nd</sup> Edition), AASHTO LRFD Bridge Design Specifications (8<sup>th</sup> Edition), Caltrans Seismic Design Criteria (version 2.0), Caltrans Bridge Design Memos; Structure Technical Policies; Memos to Designers; Bridge Design Aids; Standard Plans; Standard Specifications; and Standard Details as applicable, Federal Highway Administration (FHWA) PROWAG, and any applicable ACFCD and City of San Leandro standards and specifications.

SUBTASK 1.5 Quality Assurance Program

Our **Principal-in-Charge, Shawn Kowalewski, PE**, will be responsible as Quality Manager, assigned to ensure quality control (QC) measures are methodically employed across all deliverables. The Quality Manager will also manage discipline leads in the performance of Interdisciplinary Reviews (IDR) prior to each deliverable to ensure subdiscipline coordination throughout the project. All QC and IDR reviews will be officially documented, stamped, stored, and available for audit upon request. Budgets for project deliverable quality control measures are built into the subdiscipline budgets. The budget for managing those QC and IDR processes is separately annotated as part of Subtask 1.5.

SUBTASK 1.6 Public Outreach

MNS staff will develop public outreach materials for the City to distribute and/or present to the public, including such products as digital or paper flyers and mailers. A total of 36 hours has been budgeted for this effort.

Task 1 Deliverables:

- Monthly Invoices
- Monthly Progress Reports
- Monthly Schedule Lookaheads
- Meeting Agendas and Minutes
- Design Concept Presentation for City FTC
- Public Outreach Collateral
- Project QA/QC documentation *available for audit upon request*

TASK 2 Environmental

The MNS Team has added **EMC Planning Group (EMC)** as a local subconsultant to provide biological services. MNS environmental planners will provide an application and supporting documentation for Categorical Exemption to CEQA.



**SUBTASK 2.1**    **Biological Resources and Jurisdictional Delineation Report**

EMC will provide local senior biologists and wetland scientists who will conduct a biological resources assessment and jurisdictional delineation of the bridge footprint. Based on a preliminary review of aerial photographs, the proposed bridge crosses San Leandro Creek, a riverine feature identified in the National Wetlands Inventory (US Fish and Wildlife Service, 2024) which appears to support riparian woodland. The creek is expected to be considered state and federal waters under the jurisdiction of the US Army Corps of Engineers, Regional Water Quality Control Board, and/or the California Department of Fish and Wildlife.

This evaluation will assess potential habitat present for special-status species in the area, map potentially jurisdictional aquatic features, and recommend mitigation measures for the protection of biological resources. If suitable habitat is identified, recommendations may also include the need for additional specific or protocol-level surveys to be conducted during an appropriate time of year. Depending upon the ultimate project design, the letter report will be used to document avoidance of temporary and permanent impacts to jurisdictional waters and sensitive species. Recommendations for avoidance and minimization of impacts to biological resources will be made.

This scope of work includes tasks to conduct a reconnaissance-level biological survey and wetland/waters delineation and prepare a letter report. This scope of work does not include protocol surveys to determine presence/absence of state and federal species.

**SUBTASK 2.2**    **CEQA Exemption**

Public Resources Code section 15301 categorically exempts projects from CEQA analysis when the project involves “the repair and minor alteration of existing public structures involving negligible expansion of existing use,” which we believe could apply to the replacement of the Cary-Haas pedestrian bridge project. The exemption specifically applies to restoration of deteriorated or damaged structures, including “existing pedestrian trails” to meet current standards of public health and safety. The MNS team will analyze the project description and results of the Biological Resources and Jurisdictional Delineation Letter Report (Subtask 2.1) make recommendations to the City for the applicable CEQA exemption.

MNS will prepare a Notice of Exemption (NOE) pursuant to CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures). MNS will complete the NOE form, as well as prepare a technical memorandum that outlines

the proposed project components and compliance with the requirements of CEQA Guidelines Section 15303. MNS will submit a draft of the NOE and Technical Memo to the City for review. MNS will make revisions based on one compiled set of City comments, and then finalize the NOE. It is assumed the City will be responsible for payment of the filing fees, if any.

**SUBTASK 2.3**    **Multi-Agency Coordination**

We will plan to meet with USACE, RWQCB, and CDFW to ensure our environmental permitting strategy is appropriately coordinated. We will assume two meetings per agency.

- Task 2 Deliverables:**
- Draft and Final Biological Resources and Jurisdictional Delineation Reports
  - Draft and Final CEQA Exemption Filing Form and CEQA Technical Memorandum

**TASK 3**    **Survey and Mapping**

Since it is the intent of this project to reuse the existing abutments, an aerial topographic survey will not provide the accuracy required in detailed design and a field survey will be performed to confirm structure elevations and topographic contours.

**SUBTASK 3.1**    **Topographic Map and Field Survey**

A survey crew will establish controls, perform a field survey, and develop a detailed topographic map of the project site.

**SUBTASK 3.2**    **Legals and Plats**

Our survey team is prepared to develop legal descriptions, plats, and right-of-way base maps to support the City’s effort in acquiring any properties or easements needed to carry out the scope of work.

- Task 3 Deliverables:**
- Survey and topographic data to be shown on Structure Foundation Plan, including contours, control, benchmark, and datum.
  - Legal descriptions and plat maps to support property and easement acquisition shall be provided for up to six properties.
  - Right-of-Way Base Map

**TASK 4**    **Utilities**

The existing bridge carried no utilities. It is not anticipated the replacement bridge will carry utilities. Existing streetlights appear to be unmetered PG&E-owned facilities with aerial





services. Local residential utilities within the vicinity of the project site may include but are not limited to, water; sewer; telecommunications; coaxial cable; and electrical.

**SUBTASK 4.1    Utility Potholing/GPR and Base Map**

We will develop a utility base map using ground penetrating radar (GPR) wherever possible. If GPR cannot discover a known utility, we will pothole. We have assumed that only GPR will be required.

**Task 4 Deliverables:**

- Utility Base Map

**TASK 5    Geotechnical Engineering**

EMI is providing the full geotechnical engineering scope.

**SUBTASK 5.1    Geotechnical Investigation**

Caltrans/AASHTO recommends a soil boring at each bridge support location where substructure width is less than 100 feet; minimum of two borings are required per location where substructure width is greater than 100 feet. Based on this, EMI will perform two 50-foot-deep soil borings/CPT soundings. The proposed approximate boring/CPT sounding depth will be raised if refusal is encountered. It is our intent to use CPT if possible, which would be more cost- and schedule-effective for the City.

EMI will prepare a boring location plan to be used to secure the County well permits as well as City encroachment permits.

EMI field personnel will collect soil samples for laboratory testing, including bulk samples of near-surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the EMI laboratory.

**SUBTASK 5.2    Laboratory Testing**

Field logs of the boreholes will be reviewed to select representative soil samples for laboratory testing. Various laboratory tests will be performed on soil samples to determine or derive their physical and engineering characteristics. Anticipated laboratory tests include: in-situ density and moisture content, grain size, Atterberg Limits, direct shear, Unconsolidated Undrained triaxial, and soil corrosion tests. Laboratory tests will be conducted in general accordance with

American Society for Testing and Materials (ASTM) standards or California Test methods.

**SUBTASK 5.3    Geotechnical Engineering Analyses**

Results obtained from the field investigation and laboratory testing will be used to characterize subsurface soils and conditions and create idealized soil profiles for design purposes. The following analyses will be performed for the project:

- Evaluation of seismicity and estimation of Peak Ground Acceleration based on the Caltrans design criteria, and recommendations of an ARS curve for the bridge structural design.
- Assessment of soil liquefaction potential, seismic settlement, and lateral spreading.
- Foundation analysis for the bridge.
- Assessment of global slope stability.
- Evaluation of soil corrosivity conditions and any recommendations for mitigation measures.

**SUBTASK 5.4    Draft Foundation Report (w/ 65% PS&E)**

While we will work with the structural designers to provide geotechnical guidance at the early phases of the project, we believe we can save the City cost by avoiding a formal Preliminary Foundation Report for this project. Our first formal report will include results of all the laboratory testing and geotechnical analyses. We will provide a Draft Foundation Report (DFR) to support the 65% PS&E package as a comprehensive set of geotechnical recommendations.

**SUBTASK 5.5    Final Foundation Report (w/ 95% PS&E)**

Our team will make any updates as needed to the DFR to provide the Final Foundation Report (FR) to support the 95% PS&E package.

**Task 5 Deliverables:**

- Draft Foundation Report (DFR)
- Final Foundation Report (FR)

**TASK 6    Hydrology and Hydraulics**

It is assumed there will be very minimal hydrology and hydraulics (H&H) work required for this project. The project approach reuses the existing bridge abutments/locations. Our team has reviewed available documentation that indicates that the San Leandro Creek floodplain and base flood elevations are completely spanned by the existing bridge with the existing abutments outside the mapped flood limits. Additionally, the flow in San Leandro Creek is regulated by the Chabot Dam, approximately 1.9 miles upstream. A simple, single-page



location hydraulic study (LHS) will be prepared to document our findings in regard to FEMA requirements.

The project is not proposing to add impervious material, but only replace and improve existing impervious material. The structure will not capture rainfall but drain directly into the creek in the same manner as the existing bridge. Therefore, it is assumed that Water Pollution Control Plan (WPCP) or Storm Water Pollution Prevention Plan (SWPPP) will not be required by the project development team. The contractor will prepare plans required for construction activities, which is a common strategy.

The FEMA floodplain is shown to be approximately 30-feet-wide (well within the 110-foot bridge span) and at an elevation of approximately 51 feet (well below the base of existing abutment pile caps).

**SUBTASK 6.1    Location Hydraulic Study Technical Memorandum**

We will provide a Technical Memorandum describing the local FEMA floodplain/floodway and its interaction, if any, on the replacement structure. It is assumed through preliminary research that the replacement structure will not pose an impact to the FEMA floodplain.

Our FEMA Floodplain Manager will coordinate with the FEMA local Floodplain Administrator (FPA) to document whether the improvements impact the FEMA floodplain and to verify specific FEMA permitting requirements. We will coordinate the required FEMA work zone horizontal clearances and vertical freeboard. We will perform a FEMA floodplain analysis for the 100-year storm event and develop a reference map for the 100-year floodplain and flood zone. The finding will be summarized in the LHS Technical Memorandum. We will complete any required FEMA regulatory permit application and process with the FEMA Floodplain Administrator.

**Task 6 Deliverables:**

- Location Hydraulic Study Technical Memorandum

**TASK 7    Civil Engineering**

The civil engineering effort will include design of the sidewalk approaches from both Haas Avenue and Cary Drive to the bridge, lighting sufficient to illuminate the approaches and the bridge walkway with electrical supply, detailed bid item quantities and cost estimate, technical special provisions (specifications), constructability review, and a Value Engineering (VE) Study. Drainage, signing, pavement delineation, and wayfinding plans are not anticipated currently. The project contract documents will be prepared using City of San Leandro

Standard plans in conjunction with the Standard Specifications for Public Works Construction (GREENBOOK).

**SUBTASK 7.1    35% Civil PS&E**

We will provide a VE Study and conceptual engineer's estimate of probable construction cost at this stage and a preliminary set of civil drawings, to include the following sheets:

- Title Sheet with Key Map
- Layout and Grading Plan
- Utility Plan

The VE Study would be arranged by the Project Manager toward the conclusion of the 35% design phase. Three engineers from outside the project would spend four hours evaluating the 35% design for any cost saving measures. These proposals would then be provided to the Project Development Team (PDT), including stakeholders, for review and decision on inclusion or rejection. The 35% design phase is the appropriate time to perform the VE as the project direction is set but design is not complete so changes can still be made without much rework.

**SUBTASK 7.1.1    Response to Comments**

We will review and provide responses to comments from City and ACFCD using a comment response matrix. If needed to resolve comments, we will schedule a comment resolution meeting with oversight engineers.

**SUBTASK 7.2    65% Civil PS&E**

We will provide a 65% set of plans, an unedited list of specifications applicable to the project, a preliminary set of quantities, constructability review, and a preliminary engineer's estimate of probable construction cost. The 65% preliminary civil plan set will include the following sheets:

- Title Sheet with Key Map
- Layout and Grading Plan
- Utility and Lighting Plan

**SUBTASK 7.2.1    Response to Comments**

We will review and provide responses to comments from City and ACFCD using a comment response matrix. If needed to resolve comments, we will schedule a comment resolution meeting with oversight engineers.

**SUBTASK 7.3    95% Civil PS&E**

We will update the 65% deliverables as required and provide a full set of specifications along with an updated engineer's estimate.





**SUBTASK 7.3.1    Response to Comments**

We will review and provide responses to comments from City and ACFCD using a comment response matrix. If needed to resolve comments, we will schedule a comment resolution meeting with oversight engineers.

**SUBTASK 7.4    100% (Final) Civil PS&E**

We will update the 95% deliverables as required to deliver the final signed and stamped civil PS&E contract documents. We assume the City will be preparing the contract boilerplate documents (consultant will prepare special provisions).

**Task 7 Deliverables:**

- Civil Plans
- Special Provisions
- Civil Engineer's Estimate of Probable Construction Cost
- Constructability Review
- Value Engineering Study

**TASK 8    Structural Engineering**

MNS will provide professional engineering services for the structural design of the foundations and abutments to support a replacement single-span prefabricated steel pedestrian bridge over San Leandro Creek. It is assumed the bridge will be approximately 7 feet wide and 110 feet long, similar to the existing one, and will carry pedestrian traffic. We propose that the most cost- and schedule-effective and right-sized superstructure would be one that is procured through a third-party steel pedestrian bridge manufacturer. These specialty manufacturers design, fabricate, and transport the bridge to the site for the general contractor to then splice and erect onto the appropriately designed substructure. Upon bidding the work, general contractors would include one of these manufacturers in their bid. MNS bridge engineers will coordinate with one or more of these manufacturers during design to ensure that the substructure is designed to accommodate the desired superstructure.

This scope of work is for the structural design and preparation of the construction details of the bridge's abutments and foundations, providing specifications for the superstructure for bidding purposes, and providing coordination during design to ensure the desired superstructure is accommodated.

The structural engineering effort will include a vertical and lateral (seismic) analysis of the existing abutments and piles for reuse or retrofit to support the replacement bridge superstructure, including design of new bridge joints and evaluation or design

of abutment; foundation; retaining/wing wall; and approach slab modifications. This scope of work assumes the abutments are located such that they are not subject to scour.

We will assign a senior resident (field) engineer experienced in bridge construction to perform a constructability review and provide comments and resolution. We will also develop an erection plan with step-by-step construction sequence to demonstrate feasibility of transport, on-site splicing, and erection of the superstructure, and construction of the bearings, joints, bridge deck, and any abutment or foundation modifications.

This scope of work assumes we will not perform the bridge independent check calculations indicated in the RFP and they will not be required by the City or ACFCD. Rather, MNS will provide a detailed QC check of the structural plans and calculations. Additionally, it is noted that the City will hire a separate structural engineer to review the structural PS&E package and provide comments on the design.

We will also provide structural specifications, quantity calculations, and cost estimates.

**SUBTASK 8.1    35% Structural PS&E**

We will provide a preliminary set of bridge drawings at this stage, to include the following sheets:

- General Plan
- Foundation Plan

**SUBTASK 8.1.1    Response to Comments**

We will review and provide responses to comments from City and ACFCD using a comment response matrix. If needed to resolve comments, we will schedule a comment resolution meeting with oversight engineers.

**SUBTASK 8.2    65% Structural PS&E**

We will provide a 65% set of plans, an unedited list of specifications applicable to the project, a preliminary set of quantities, and a preliminary cost estimate.

Structure calculations will be performed by a California-registered civil engineer in accordance with the applicable provisions of the LRFD Guide Specifications for the Design of Pedestrian Bridges. A complete bound set of design calculations will be prepared and submitted to the City for review.

We will prepare structure quantity calculations for the pedestrian bridge and abutment work detailed above, and an Engineer's Estimate.



The 65% structure plan set will include the following sheets:

- General Plan
- Index to Plans Sheet
- Construction Sequence and Erection Plan
- Foundation Plan
- Abutment Layout
- Abutment Details
- Approach Slab and Drainage Details
- Log of Test Borings

**SUBTASK 8.2.1    Response to Comments**

We will review and provide responses to comments from the City and ACFCD using a comment response matrix. If needed to resolve comments, we will schedule a comment resolution meeting with oversight engineers.

**SUBTASK 8.3    95% Structural PS&E**

We will update the 65% deliverables as required. MNS will provide a full set of edited specification Special Provisions. The Special Provisions for the roadway and structure will be based upon Caltrans Standard Special Provisions (SSPs). The City will incorporate the Caltrans Standard Specifications and project SSPs into their bid documents (i.e. Notice to Contractors, Instructions to Bidders, Contractor Forms, etc.) and coordinate the specifications with any other non-bridge bid items.

**SUBTASK 8.3.1    Response to Comments**

We will review and provide responses to comments from the City and ACFCD using a comment response matrix. If needed to resolve comments, we will schedule a comment resolution meeting with oversight engineers.

**SUBTASK 8.4    100% (Final) Structural PS&E**

We will update the 95% deliverables as required.

**Task 8 Deliverables:**

- Structure Plans
- Structure Design Calculations
- Structure Specifications/Special Provisions
- Structure Quantity Calculations
- Structure Engineer’s Estimate of Probable Construction Cost
- Constructability Review

**TASK 9    Bidding Support**

The City will package the bid documents, advertise the project for bidding, and distribute the plans to prospective bidders. The City’s project coordinator will be the designated person to

receive contractor inquiries. MNS’s project manager and project staff will assist the City as requested during the bidding phase. This work may include:

- Attendance at pre-bid meeting(s)
- Responding to questions from potential bidders concerning PS&E package
- Preparing contract addenda as necessary

**TASK 10    Construction Support**

We will provide construction support engineering services to the contractor on behalf of the City. A preliminary budget for these services has been included in the fee proposal. This budget may require adjustment depending on the level of MNS involvement required during construction.

**SUBTASK 10.1    RFIs and Submittals**

MNS will attend the pre-construction meeting. MNS will review questions and/or formal Requests for Information (RFI) received from the contractor. MNS will provide technical review of material submittals and shop drawings for general conformance to design intent as shown on the contract documents. MNS will provide advice and technical support for any construction change orders.

**SUBTASK 10.2    Site Visits**

Under the direction of the City Engineer, MNS will periodically visit the site to inspect the project construction. MNS will assist the City in evaluating installation work for compliance with bid documents and provide technical support to City inspectors during field visits and through correspondence. Three intermediate site visits are budgeted. Additionally, a final site visit/inspection will be performed prior to final acceptance of the project.

**SUBTASK 10.3    As-Built Drawings**

MNS will revise PS&E and prepare responses, clarifications, revisions, and supporting documents as necessary to reflect any changes made during construction and to provide an accurate record of the final structure.

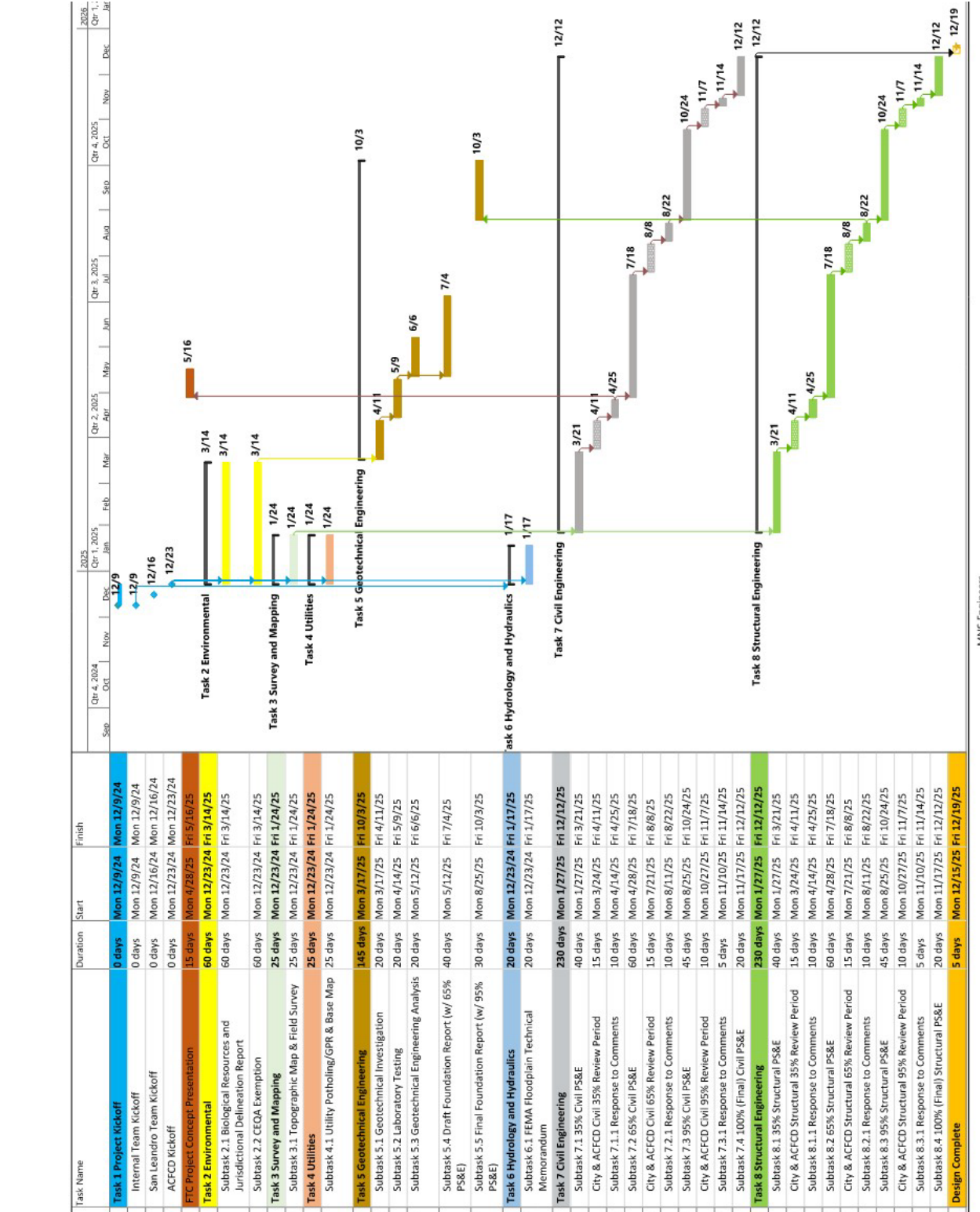
**Task 10 Deliverables:**

- Response to RFIs
- Review and approval of or direction on Material Submittals
- Record As-Built Drawings in .pdf and AutoCAD (.dwg) format
- *Upon request from the City*, MNS will provide a report identifying any deficiencies in the project related to the quality of contractor’s workmanship (optional deliverable)



PROJECT AND DELIVERABLE SCHEDULE:

Project design and preparation of construction bid documents is anticipated to be completed within 12 months per the following project design schedule.



## EXHIBIT B

### COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES



Consultant will be paid on a time and materials, not to exceed, basis based on the following project tasks:

<b><u>Task</u></b>	<b><u>Description</u></b>	<b><u>MNS Fee</u></b>
1	Project Management and meetings	\$63,100
2	Environmental	\$25,417
3	Survey and Mapping	\$40,320
4	Utility Investigations	\$3,080
5	Geotechnical Engineering	\$17,960
6	Hydrology and Hydraulics	\$8,200
7	Civil Engineering	\$65,820
8	Structural Eng.	\$141,910
9	Bid Support	\$5,920
10	Construction Support	\$18,010
	Other direct costs and reimbursables	\$17,460
	<b>Total Cost</b>	<b>\$407,197.00</b>

An estimate of Reimbursable Expenses has been included in the above fees; actual expenses will be invoiced in accordance with Standard Fee Schedules attached below.

MNS Standard Fee Schedule

ENGINEERING

Principal Engineer .....	\$305
Lead Engineer .....	270
Supervising Engineer .....	255
Senior Project Engineer .....	235
Project Engineer .....	210
Associate Engineer .....	190
Assistant Engineer .....	175

SURVEYING

Principal Surveyor .....	\$280
Lead Surveyor .....	270
Supervising Surveyor .....	230
Senior Project Surveyor .....	210
Project Surveyor .....	185
Associate Project Surveyor .....	175
Assistant Project Surveyor .....	160
Party Chief (PW) .....	190
Chainperson (PW) .....	160
One-Person Survey Crew (PW) .....	225

TECHNICAL SUPPORT

CADD Manager .....	\$210
Supervising Technician .....	180
Senior Technician .....	170
Engineering Technician .....	130

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge .....	\$340
Senior Project/Program Manager .....	325
Project/Program Manager .....	275
Assistant Project/Program Manager .....	255
Senior Project Coordinator .....	195
Project Coordinator .....	165

CONSTRUCTION MANAGEMENT

Principal Construction Manager .....	\$335
Senior Construction Manager .....	290
Senior Resident Engineer .....	280
Resident Engineer .....	270
Structure Representative .....	260
Construction Manager .....	230
Assistant Resident Engineer .....	215
Sr. Construction Inspector (PW) .....	198
Construction Inspector (PW) .....	188
Office Administrator .....	135

PLANNING

Planning Director .....	\$235
City Planner/Planning Manager .....	220
Principal Planner .....	205
Senior Planner .....	190
Associate Planner .....	160
Assistant Planner .....	135
Planning Technician .....	115

ADMINISTRATIVE SUPPORT

Senior Management Analyst .....	\$195
Management Analyst .....	165
IT Technician .....	150
Graphics/Visualization Specialist .....	160
Administrative Assistant .....	105

GOVERNMENT SERVICES

City Engineer .....	\$265
Deputy City Engineer .....	235
Assistant City Engineer .....	225
Plan Check Engineer .....	185
Permit Engineer .....	175
City Inspector .....	175
Senior City Inspector (PW) .....	198
City Inspector (PW) .....	188
Principal Stormwater Specialist .....	190
Senior Stormwater Specialist .....	180
Stormwater Specialist .....	170
Stormwater Technician .....	150
Building Official .....	250
Senior Building Inspector .....	200
Building Inspector .....	175
Senior Grant Writer .....	190
Grant Writer .....	180
Associate Grant Writer .....	160
Assistant Grant Writer .....	145

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage “(PW)” annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to 5% annual escalation or the most recent US Bureau of Labor Statistics Consumer Price Index, whichever is higher.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications

Rev. 1/9/2024



# Earth Mechanics, Inc.

Geotechnical & Earthquake Engineering

## EARTH MECHANICS, INC. FEE SCHEDULE (2024)

CLASSIFICATION	FULLY BURDENED HOURLY RATE 2024
Principal/Senior Consultant	\$305.00
Principal Engineer/Geologist	\$302.00
Senior Engineer/Geologist	\$225.00
Sr. Project Engineer/Geologist	\$205.00
Project Engineer/Geologist	\$175.00
Sr. Staff Engineer/Geologist	\$155.00
Staff Engineer/Geologist	\$135.00
Senior Technician	\$160.00
Technician*	\$85.00

\* Non-exempt staff subject to overtime pay per California law.

Reimbursable expenses including, but not limited to, drilling, traffic control, waste disposal, specialty testing, and private utility location services will be reimbursed at actual cost with supporting invoice.

Charges invoiced for travel, lodging, and subsistence shall not exceed the Caltrans rates.



*Planning for Success.*

**FEE SCHEDULE**

(Effective January 1, 2024)

Principals		Hourly Billing Rate
Senior Principal .....		\$295.00
Principal.....		\$275.00
Planners		
Principal Planner .....		\$235.00
Senior Planner .....		\$205.00
Associate Planner.....		\$175.00
Assistant Planner .....		\$140.00
Biologists		Monitoring
Principal Biologist.....	\$225.00	(\$150.00)
Senior Biologist .....	\$185.00	(\$130.00)
Associate Biologist.....	\$170.00	(\$120.00)
Assistant Biologist .....	\$125.00	(\$100.00)
Archaeologist		
Registered Professional Archaeologist.....	\$145.00	
Support Staff		
Desktop Publisher .....	\$150.00	
Executive Assistant/Production Manager .....	\$125.00	
Administrative Assistant.....	\$115.00	
GIS/Graphics Technician .....	\$140.00	

This fee schedule is exclusive of direct reimbursable expenses, such as word processing, editing, printing, copying, travel, lodging, dining, communications, supplies, equipment rental, etc. All expenses are billed at cost plus fifteen percent (15%) for administration. All outside services are billed at cost plus fifteen percent (15%) for administration. This fee schedule is subject to revision at any time.

A retainer of up to fifty percent (50%) of the approved contract amount may be required for new clients or projects. Invoices are due and payable within 30 days. Past due balances are subject to a service charge of one and one-half percent (1.5%) per month. Service charges are in addition to approved contract amount.

Expert witness services are provided at a fifty percent (50%) mark-up.

## 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 defend any actions at law or in equity, the City, its employees, 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 proven 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, 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 proven proportionate percentage fault.
- E. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

## EXHIBIT D

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

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

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

## EXHIBIT E

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

#### HOURS OF WORK:

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

#### WAGES:

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

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

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

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



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

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

3525646.1

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 2024-131

**RESOLUTION TO EXECUTE A CONTRACTUAL SERVICES AGREEMENT WITH MNS ENGINEERS, INC. IN THE AMOUNT OF \$407,197 FOR PROFESSIONAL DESIGN SERVICES IN SUPPORT OF THE CARY-HAAS PEDESTRIAN BRIDGE REPLACEMENT, PROJECT NO. 2024.1010; TO NEGOTIATE AND APPROVE INDIVIDUAL CONTRACT AMENDMENTS UP TO 10% (\$40,700) OF THE ORIGINAL CONTRACT AMOUNT; AND TO NEGOTIATE AND APPROVE CONTRACT AMENDMENTS UP TO A CUMULATIVE VALUE OF 25% (\$101,800) OF THE ORIGINAL CONTRACT AMOUNT**

**WHEREAS**, staff issued a Request for Proposals (RFP) seeking consultant firms to perform professional design services for the Cary-Haas Pedestrian Bridge Replacement Project; and

**WHEREAS**, after reviewing the four RFP responses received, staff recommends that MNS Engineers, Inc. should be retained to perform the work of the Cary-Haas Pedestrian Bridge Replacement Project in an amount not to exceed \$407,197; and

**WHEREAS**, MNS Engineers, Inc. has agreed to the terms of the agreement pending Council approval; and

**WHEREAS**, the City Council is familiar with the scope of work; 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:

That said agreement is hereby approved, execution by the City Manager is hereby authorized, and the City Manager is authorized to take all actions and execute all documents necessary to effect the purpose and intent of this Resolution; and

That the City Manager or her designee is authorized to negotiate and approve individual contract amendments up to 10% of the original contract amount, or \$40,700; and

That the City Manager or her designee is authorized to negotiate and approve cumulative contract amendments up to a maximum of 25% of the original contract amount, or \$101,800.

Introduced by Councilmember Aguilar and passed and adopted this 21<sup>st</sup> day of October 2024 by the following vote:

- AYES:**

Councilmembers Aguilar, Ballew, Bowen, Simon, Viveros-Walton and Mayor González

(6)
- NOES:**

None

(0)
- ABSENT:**

Councilmember Azevedo

(1)

**ATTEST:**

  
\_\_\_\_\_  
Kelly B. Clancy, CMC  
City Clerk

**Certificate Of Completion**

Envelope Id: 21E41296AF1E4226A05AAC8506139FEA

Status: Completed

Subject: CSA - MNS Engineers, Inc. - Carry-Haas Pedestrian Bridge Replacement

Source Envelope:

Document Pages: 34

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 0

ET Admin

AutoNav: Enabled

835 E 14th St

Envelopeld Stamping: Enabled

San Leandro, CA 94577

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

et-aa@sanleandro.org

IP Address: 98.234.253.234

**Record Tracking**

Status: Original

Holder: ET Admin

Location: DocuSign

11/4/2024 3:36:10 PM

et-aa@sanleandro.org

Security Appliance Status: Connected

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Storage Appliance Status: Connected

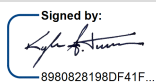
Pool: City of San Leandro

Location: DocuSign

**Signer Events**

Kyle A. Turner

kturner@mnsengineers.com

Security Level: Email, Account Authentication  
(None)**Signature**Signed by:  
  
8980828198DF41F...**Timestamp**

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Erwin Ching

eching@sanleandro.org

Security Level: Email, Account Authentication  
(None)**Completed**

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ID: c5c2c154-7a23-45e1-a9f0-931b576bd58e

Sheila Marquises

smarquises@sanleandro.org

Public Works Director

Security Level: Email, Account Authentication  
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Viewed: 11/18/2024 8:43:47 AM

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**Electronic Record and Signature Disclosure:**

Accepted: 11/18/2024 8:43:47 AM

ID: decb0685-6c68-4a49-be7e-c08d82a81dd2

Richard D. Pio Roda

richard@redwoodpubliclaw.com

Signing Group: City Attorney

Security Level: Email, Account Authentication  
(None)Signed by:  
  
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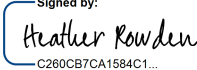


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**Electronic Record and Signature Disclosure:**

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Signer Events	Signature	Timestamp
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Heather Rowden hrowden@sanleandro.org Signing Group: Finance Director Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Accepted: 11/4/2024 2:54:19 PM ID: 25deecaa-b4f1-4019-bdb9-c15ba57388b4	<div>Signed by:    C260CB7CA1584C1...</div> Signature Adoption: Pre-selected Style Using IP Address: 192.83.149.200	Sent: 11/20/2024 2:03:35 PM Viewed: 11/20/2024 2:09:40 PM Signed: 11/20/2024 2:09:49 PM
Janelle Cameron JCameron@sanleandro.org City Manager Signing Group: City Manager Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Accepted: 9/29/2021 11:01:32 AM ID: bc538a8f-ac57-4fad-908c-dcff75433699	<div>DocuSigned by:    CE8D93CBF694408...</div> Signature Adoption: Pre-selected Style Using IP Address: 73.93.114.57	Sent: 11/20/2024 2:09:52 PM Viewed: 11/20/2024 6:29:10 PM Signed: 11/20/2024 6:29:26 PM
Kelly Clancy kclancy@sanleandro.org City Clerk City of San Leandro Signing Group: City Clerk Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>Signed by:    F21D2CCCC7F54D6...</div> Signature Adoption: Uploaded Signature Image Using IP Address: 192.83.149.205	Sent: 11/20/2024 6:29:29 PM Viewed: 11/21/2024 9:02:43 AM Signed: 11/21/2024 9:02:49 AM
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Mark Goralka mgoralka@sanleandro.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 11/4/2024 4:23:06 PM Viewed: 11/21/2024 4:30:50 PM

Carbon Copy Events	Status	Timestamp
Sarah Bunting, CMC sbunting@sanleandro.org Deputy City Clerk City of San Leandro Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/21/2024 9:02:52 AM
Mark Goralka mgoralka@sanleandro.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/21/2024 9:02:53 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Completed	Security Checked	11/21/2024 9:02:53 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of San Leandro (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

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.

### **Consequences of changing your mind**

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.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **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](mailto: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](mailto: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.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of San Leandro**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [clerk@sanleandro.org](mailto:clerk@sanleandro.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number.

### **To withdraw your consent with City of San Leandro**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [clerk@sanleandro.org](mailto:clerk@sanleandro.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- 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.