

CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
Young Consulting Group, LLC  
FOR  
Accela Development and Improvements Project

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and Young Consulting Group, LLC ("Consultant") (together sometimes referred to as the "Parties") as of November 30, 2017 (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 November 30, 2019, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Bidder's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Successful Bidder must submit completed self-certification form and comply with the LWO if covered.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed \$151,500.00 notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of

compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City

shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

- 2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

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

- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and shall not exceed \$125 per hour. 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 to the City. 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. 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 that such insurance is in effect to City. 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 \$1,000,000.00 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those 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, agendas, 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 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 \$1,000,000.00 per occurrence / aggregate combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement.
- 4.2.2 **Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. 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 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.
  - 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 affect this waiver of subrogation.
  - d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered 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 **Errors and Omissions Insurance.**

4.3.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement errors and omissions liability insurance for performing work pursuant to this Agreement in an amount not less than \$1,000,000.00 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 errors and omissions liability coverage is written on a claims-made form:

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

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

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

#### 4.4 **Cyber Liability Insurance.**

4.4.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain cyber liability insurance for the term of this Agreement in an amount not less than \$1,000,000.00 per occurrence / aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic

information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

**4.4.2 Claims-Made Limitations.** The following provisions shall apply if the cyber 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.

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

**4.4.4 Submittal Requirements.** To comply with Subsection 4.4, 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 to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

**4.5.3 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles

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

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

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

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

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

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

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

**Section 6.** **STATUS OF CONSULTANT.**

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant’s services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant



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

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

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

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

Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

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

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

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

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

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

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

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

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

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

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

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

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

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

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any

sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

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.

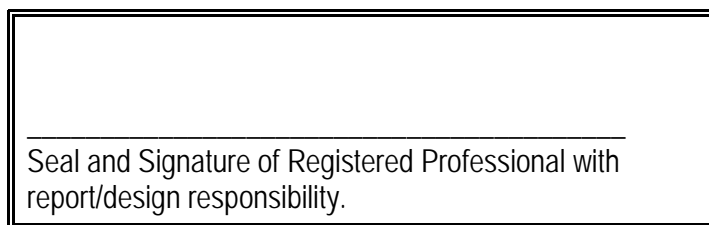
10.9 **Contract Administration.** This Agreement shall be administered by \_\_\_\_\_ ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.**  
Any written notice to Consultant shall be sent to:  
Young Consulting Group, LLC  
5850 Columbia Circle  
Greenwood, IN 46142

Any written notice to City shall be sent to:  
Michael Hamer  
835 E 14<sup>th</sup> Street  
San Leandro, CA 94577

With a copy to:  
City of San Leandro  
Department of Finance  
c/o Purchasing Technician  
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, and C 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

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

Young Consulting Group, LLC

\_\_\_\_\_  
Chris Zapata, City Manager

\_\_\_\_\_  
Michael Young

Attest:

\_\_\_\_\_  
Consultant's DIR Registration Number, if applicable

\_\_\_\_\_  
Tamika Greenwood, City Clerk

Approved as to Fiscal Authority:

\_\_\_\_\_  
David Baum, Finance Director

\_\_\_\_\_  
Account Number

Approved as to Form:

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

Per Section 10.7:

☐ Form 700 Not Required

☐ Form 700 Required

\_\_\_\_\_  
Jeff Kay, Assistant City Manager

1969630.2 (2015)

EXHIBIT A

SCOPE OF SERVICES



# City of San Leandro

## Information Technology

Addendum to Request for Quote  
for  
**Accela Development**  
(Reports and Configuration Changes)

### Proposal Submission:

Thursday, November 30, 2017



Young Consulting Group



Young Consulting, CONFIDENTIAL

Young Consulting Group, LLC  
5850 Columbia Circle  
Greenwood, IN 46142  
1.833.924.8324



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**November 30<sup>th</sup>, 2017**

**City of San Leandro**

**Information Technology**

835 East 14<sup>th</sup> Street

San Leandro, CA 94577

**Attn:** Tony Batalla

Dear Mr. Batalla,

Please find enclosed our proposal to you regarding the **Addendum to Request for Quote** regarding **Accela Development** for San Leandro's Information Technology division. Our team is honored to be part of your consideration.

We believe an effective partner has to provide expertise in four areas:

- Experience in Municipal Public Sector implementations in general
- Proven Accela-specific experience
- Ability to troubleshoot, problem solve and resolve
- Provide exceptional customer service through ongoing communication

Young Consulting retains highly qualified staff and subject matter experts. We believe that our solution-centric approach to problem solving is a winning one, and a methodology that separates us from many providers.

As a partner with San Leandro's IT division, we look forward to earning your support, trust and respect by providing you with excellent customer service and creative solutions at competitive prices.

If you have any questions, or would like additional information on Young Consulting, please contact me:

**Phone:** (833) 924-8324

**Fax:** (844) 868-6950

**Email:** [myoung@YoungConsultingLLC.com](mailto:myoung@YoungConsultingLLC.com)

**Web:** [www.YoungConsultingLLC.com](http://www.YoungConsultingLLC.com)

Sincerely,

*Michael Young*

**Michael Young**

President, Young Consulting, LLC



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## 1. INTRODUCTION

<b>Vendor Name:</b>	Young Consulting Group, LLC
<b>Vendor Address:</b>	5850 Columbia Circle, Greenwood, IN 46142
<b>Vendor Contact Name:</b>	Michael Young
<b>Vendor Contact Phone Number:</b>	833.924.8324
<b>Vendor Contact Email Address:</b>	myoung@YoungConsultingLLC.com
<b>Date of Proposal Submitted to the City</b>	11-30-2017

### WHY YOUNG CONSULTING?

Young Consulting has the pedigree to meet the needs of San Leandro's Information Technology division with our:

- Unmatched experience with core specialties
- Our understanding of San Leandro's Accela Applications
- Our Flexible Approach.

### UNMATCHED EXPERIENCE WITH CORE SPECIALTIES

Young Consulting has successfully worked on municipal projects that range from simple implementations to complex, multi-platform, multi-tenant solutions.

Young Consulting specializes in Accela solutions for municipal public sector clients. We understand user interface, back-end integration, and reporting needs that are unique to municipal departments. Our consultants include architects, analysts, developers and project managers who are well versed in every part of Accela including but not limited to the following:

#### Skill Sets

- Accela (AA,AMO,AGIS,ACA,APPS)
- GIS
- Report Development
- App Development
- Java Script
- Java
- HTML,VB
- C#, VB.Net
- SSRS, SQL
- Crystal

#### Software

- Accela (All versions 6.5 – 9.2)
- ESRI, ArcGIS
- Database: Oracle 7.2, 9i, 10g, 11i, Microsoft SQL Server (2005-2012)
- Platforms: Microsoft Windows® 95, 98, 2000, XP, VISTA, 7, 8, Sever 2008, Server 2012

Given that this is our strength, we feel confident in providing you with a strong development service combined with experience and leadership you can trust.





## WE ARE GOVERNMENT EXPERTS

The Young Consulting team members have successfully implemented several software systems over the last ten years. With this experience comes an understanding of cross-departmental integrations, custom development, data migration, local municipality business and municipal rules and regulations. We have built a strong track record by understanding the importance of partnering with city departments. Projects require a strong partnership that is built, executed and relied upon throughout the implementation cycle. Should an issue ever arise, your partners at Young Consulting are always available.

Young Consulting's Accela experiences include:

- City of Indianapolis Department of Building Inspections, AA ACA AGIS Implementation
- City of Indianapolis Department of Building Inspections, EDMS/ Accela Integration Project
- City of San Francisco Planning, AA ACA AGIS Implementation
- City of San Francisco Planning, EDMS, Accela Integration Project
- City of Indianapolis, Accela Reports Integration Project
- State of Montana, Accela, AA, ACA, AGIS Implementation
- City of San Leandro, Accela Phase 1, Improvements Project
- City of San Leandro, Accela Phase 2, Workflow and Report Enhancement

We feel confident in our Accela team's ability to develop solutions that will meet the needs of the San Leandro's Information Technology division.

## WE UNDERSTAND GOVERNMENT

A municipal government has requirements and unique issues that differ from the private sector. Young Consulting acknowledges this and has experience where private sector services companies may underestimate the differences. In our many years of working with municipalities we understand how to work with Subject Matter Experts from other departments to coordinate access to backend proprietary systems. It is our belief that success is in the details, and that with our municipal experience we have those details well in hand.

Young Consulting specializes in government services. Our focus is on Land Management, Asset Management, and Legislative Management – all of which are in government. We understand the nuances of working with government departments, and the level of involvement needed.

## OUR FLEXIBLE APPROACH

We like to approach solutions holistically – looking at the best options for the customer, not just for this solution, but possibly creating an environment or building blocks for applications that can be added to or interacted with years from now. This is why we offer the **“health assessment”** to our partners so you can move forward with the confidence and assurance that all your needs are being addressed not just the ones on the surface.







## ABOUT YOUNG CONSULTING

Established in 2001, Young Consulting brings more than 16 years of experience as a systems integrator implementing Commercial off the Shelf (COTS) software packages like Accela. Our experience also includes software application development, business intelligence, Customer Relationship Management (CRM), Enterprise Asset Management (EAM), telecommunications, and workflow and project management.

Our extensive industry experience includes working with public sector clients such as the City and County of San Francisco, State of Montana the cities of Indianapolis, Tampa, and New York. Our experience with the private sector includes companies such as, Accela, Infor, Microsoft, Oracle, and CTA.

Municipalities and state agencies create a substantial percentage of our business because Young Consulting adeptly addresses unique challenges in providing COTS implementations, strategy services, and general IT professional services. Regardless of the project, our goal is simple: the end result is easy to use, easy to expand and efficient for our client. We pride ourselves in our accessibility to our clients, and our ability to gain and maintain their trust. We truly understand that all projects have challenges. How we deal with such challenges and work with our clients to a successful resolution sets us apart from our competitors.

Young Consulting has developed a close working relationship with Accela starting in 2006. We have worked on several projects with them over these past eight years, and have developed a deep understanding of the many Accela Automation modules.

Our project experience includes implementations of the following:

- *Program/Project Management*
- *Permitting Solutions*
- *Land Management Applications*
- *Asset Management Solutions*
- *Legislative Management Solutions*
- *Business Licensing*
- *Vendor Management*
- *GIS Services and Solutions*
- *Workflow Management System*
- *Customer Service and CRM Applications*
- *Web Services*
- *Infrastructure and Facility Services*
- *Custom Application Development*
- *SharePoint/AD*
- *Enterprise Content Management*
- *System Conversion/ Upgrade*

## Accela Permitting, Licensing, Building and Planning Expertise

Young Consulting provides business analysis, data migration, reporting, configuration and interface services for the Accela permitting and licensing software solutions to support Building, Planning and other city and state departments. The needs of the client involve complex legislature, business rules and parallel path workflow regarding planning and zoning, obtaining building permits, processing and recording building inspections, as well as recording complaints and property liens. These software solutions are therefore highly configurable to the customized needs for each client and interfaces with other city department's solutions are required. As such, strong implementation strategies and project management are a requirement for successful implementations.

### Young Consulting Response:





## Summary

We seek to offer the best user experience possible within Accela, so we focus on the details when it comes to form portlet design and the presentation of lists. Our staff is well versed in leveraging data filters and writing Quick Queries to ensure that the appropriate users are able to interact with the appropriate records, and have an aesthetically pleasing experience while performing data entry and querying the system.

We place a high value in the integrity of an Accela system. Our staff works exhaustively with our clients to make sure that user groups have the proper security settings, which are often controlled by Function Identifiers (FIDs) and sometimes through Standard Choices. When implementing Accela, we consider how functionality should be made available at different hierarchies, such as by user, user group, module, and/or agency-wide.

Thanks to our depth of working knowledge pertaining to Accela, we are proficient and have experience configuring some of what might be classified as the “deep” features within the platform. These include useful but often overlooked functionality, such as the asset management module, Smart Charts, time accounting, structures and establishments, ASI drill-downs, and sets.

### *Experience with Accela Modules*

- Accela Automation: Land Management
- Accela Automation: Asset Management
- Accela Automation: Service Requests
- Accela Citizen Access
- Accela GIS
- Accela Mobile Office

### *Conferences and Meetings Attended*

- Accela Engage 2015 (Los Angeles, CA)
- Accela Engage 2014 (San Diego, CA)
- Accela Engage 2013 (San Diego, CA)
- Accela User Conference 2012 (San Diego, CA)
- Accela User Conference 2011 (San Diego, CA)
- Accela User Conference 2010 (Anaheim, CA)

### *Accela-Related Presentations*

- Inspection Scheduling Across the Accela Platform  
(Presented at Accela Engage 2015)
- (Class) Batch Scripting 101  
(Presented at Accela Engage 2015)
- Managing a Self-Hosted Environment  
(Presented at Accela Engage 2014)
- How to Keep Up with the Upgrades  
(Presented at Accela Engage 2013)
- XAPO Marks the Spot: Leveraging Your GIS to Open Up the Power of Accela Automation  
(Presented at Accela Engage 2013)
- Tips and Tricks to Managing a Highly Scripted Environment  
(Presented at Accela Engage 2012)
- Diagnosing Accela Issues (How to)  
(Presented at Accela Engage 2011)





## 2. OUR TEAM

### YOUNG CONSULTING TEAM

#### Young Consulting Development

<b>Young Consulting Team:</b>	Business Analysis	Config.	Scripting	Reporting	GIS	Technical Architecture	Data Migrations	Gov. Sector	Training
1. Michael Young	✓	✓	✓	✓	✓	✓	✓	✓	✓
2. Leah Fortune	✓	✓	✓	✓	✓	✓	✓	✓	✓

### STAFF EXPERIENCE AND RESUMES

#### MICHAEL YOUNG, President and Chief Architect

<b>Young Consulting Team:</b>	Business Analysis	Config.	Scripting	Reporting	GIS	Technical Architecture	Data Migrations	Gov. Sector	Training
Michael Young	✓	✓	✓	✓	✓	✓	✓	✓	✓

Michael Young is the Chief Architect of Young Consulting's professional services team, and has over 17 years of experience in the information technology field. In addition to managing several IT organizations, he has very extensive knowledge in Accela. Mr. Young has spent the last 10 years as a public sector consultant focused on Accela implementation for city, county, and state governments. Michael is the President of Young Consulting's and works as Part of the Accela team. Prior to starting Young Consulting Mr. Young was Systems Manager managing an Accela team for a major metropolitan city. Michael has presented at the Accela national conference for the last 6 years. Most recently co-teaching a batch scripting class at the 2015 Accela Engage Conference. He has a wide range of experience in Accela implementation including, AA, ACA, AMO and AGIS. He has also earned his Six Sigma green belt developing a Six Sigma Accela Upgrade Process for Accela. He is also a .net developer and has developed several interfaces for various Accela integrations components.

Recent projects include:

- Mr. Young provided the Department of Planning with technical consulting services pertaining to the selection, implementation and integration of an Accela EDMS solution and

#### Young Consulting Response:





document management suite for a combined City/County on the West Coast. Responsible for documenting business processes, advising clients and colleagues about software best practices, and developing a decision matrix for product selection. Mr. Young assured the integration could be completed with Automation, Citizen Access, and Accela GIS. He identified and addressed budgeting and contract issues with selected products, provided an interface template for integration with Automation and facilitated user acceptance testing and training on product selection.

- Mr. Young provided a large city county government with technical consulting services for the implementation of Accela Master Script 3.0 upgrade. The custom nature of the specific agency's integration required a great deal of knowledge of Accela scripting. Mr. Young was able to customize and integrate a complete solution that allowed for seamless integration and operation. He was also able to develop, implement and integrated VSN server solution to allow for a complete versioning system for the entire agency.
- Mr. Young managed an integration for a major metropolitan city's development effort when the sewer system was sold to a private company. He led an Accela development team to divide a previously integrated Accela system into multiple modules. During this project he was able to successfully architect and develop a solution that had been previously thought of as impossible before. The solution allowed the individual modules to use Multiple EDMS Solution based on record types. The documents could be stored in one or many locations. This innovative new type of interface allowed these agencies the ability to share resources while maintaining their separate status.
- Mr. Young managed a team to evaluate and develop a new and improved way to deploy upgrades to the Accela System. This process allowed for Six Sigma processes to be incorporated to the Accela upgrade process. The newly developed upgrade process provided the agency with a significantly more efficient process, less down time, and less overall cost for the agency during and after the upgrade.
- Mr. Young was project manager during the Implementation of Accela Licensing into a city/county government agency. He was responsible for collecting user requirements, developing project work plans, developing and monitoring project schedules, assessing and mitigating risks, procuring resources, managing project teams, developing performance metrics for project milestones, developing reports, reporting on project progress, and documenting lessons learned. He also provided technical training and mentoring to staff.
- Mr. Young was the chief technical resource for the Accela Implementation for a city/county IT Department responsible for maintaining and providing all Accela services to its client. Mr. Young served as the subject matter expert on a long term engagement providing a variety of services. His responsibilities included extensive configuration of; Automation, Citizens Access, Mobile Office, App Development, Interface development, Script writing (EMSE, Batch, and Master), Expression development, developing best practices, report development, GIS updates. The agency also required the development of an integrated change control system to keep track of all changes in Accela.
- Mr. Young attended Purdue University where he majored in Computer Information Technology and Minored in Organizational Leadership. Mr. Young also has several certifications in the IT field including; FileNet Administration, Microsoft Certified SharePoint





Developer, Altiris/Wise Repackaging, Organizational Leadership, and A+ Certifications.

### LEAH FORTUNE, Accela Content Manager

<i>Young Consulting Team:</i>	Business Analysis	Config.	Scripting	Reporting	GIS	Technical Architecture	Data Migrations	Gov. Sector	Training
Leah Fortune	✓	✓	✓	✓	✓	✓	✓	✓	✓

Leah Fortune is a member of Young Consulting's team, and has over 5 years of experience in Accela consulting, project management, change control integration, report writing, and quality assurance. Ms. Fortune has extensive experience with permitting and licensing systems at various levels of government in the public sector, and is a Lead Analyst on Young Consulting's Accela team. Ms. Fortune is also responsible for closely working with clients and partners to ensure strong results through proper expectations and guidance. Prior to joining Young Consulting, Ms. Fortune spent three years administering and configuring two separate full-scale Accela implementations for state agencies.

#### Recent projects include:

- Ms. Fortune provided departments of building inspection and planning with technical consulting services pertaining to the implementation of its Accela land management suite for a combined city/county on the West Coast. Responsible for documenting business processes, advising clients about Accela best practices, performing extensive configuration within Automation, Citizen Access, and writing scripts automating routine to complex actions based on analysis of client-provided logic, developing Crystal reports, facilitating user acceptance testing and training sessions, developing user guides and reference materials, and documenting lessons learned.
- Ms. Fortune served as a Subject Matter Expert for Accela Citizen Access Implementation of Health Care and Professional Licensing for a state agency. Responsible for developing project plans, tracking project progress, engaging stakeholders, reviewing deliverables from consultants, training and practicing regular knowledge transfer with professional staff of nine programmers and support staff. Evaluated change requests for Accela Automation configuration, scripting, and reporting needs, providing business need analysis and solution options, creating work plan and user testing plan documents, estimating delivery date, and executing the plan.
- Ms. Fortune was key in developing and implementing a Change Control Process between client and their internal IT staff for a state agency. Responsible for streamlining operations and business process reengineering using data and interview driven analysis, and reducing waste based on IT usage and policy. Developed Business Intelligence for IT assignment tracking.
- Ms. Fortune administered and configured a comprehensive self-hosted Accela implementation for a state agency, including Land Management, Licensing, Accela GIS, Accela Mobile Office, and Accela Citizen Access. Responsible for overseeing full design of record types and inspections, configuration (i.e., FIDs, Standard Choices, event-driven customization (expressions, scripts, and custom functions), workflows, data validation, establishing interfaces to GIS and payment systems, report writing, and user training. Developed Business Intelligence to comply with Public Information Act.

#### Young Consulting Response:





- Ms. Fortune served in the capacity of Data Management project manager during archival and conversion of statewide boiler program records for a state agency. Responsible for developing project work plans, identifying and consulting with stakeholders, collecting user requirements, developing and monitoring project schedules, procuring resources, managing project teams, assessing and mitigating risks, performing quality control, developing performance metrics for project milestones, reporting on project progress, and documenting lessons learned. Provided technical training and mentoring to staff of six professionals. Daily work involved extensive quality assurance / quality control and data analysis.
- Ms. Fortune received Bachelor of Arts (B.A.) emphasizing research and communications from Carroll College, Helena, Montana.
- Ms. Fortune is a certified Project Management Professional (PMP).





### 3. ACCELA DEVELOPMENT

#### ISSUES, ERRORS, AND CHANGES

This section is a recap of the requested development. Associated to each task is a brief description of the requirements based on documentation provided to us as of this date, our understanding of the system, and the estimated effort for those areas. The bid provided should encompass all the known requirements as of this date (i.e., the “Known Scope”), but should additional items not included in the requirements be uncovered during development, they will be treated as changes. Any changes may require more effort and would thus increase the scope and cost needed to complete work. Should any additional changes be needed a change order will be provided prior to work being started on the specific change.

Task	Requirements	Comments	Hours	Amount
<b>Community Development</b>				
<b>Code Enforcement Module</b>				
Module	Design and Implementation of Accela's Code Enforcement Module for tracking Building Code issues.	Broken into 10% Payment Milestones 1. Planning Module Deployment 2. Planning group structure 3. Developing deployment package 4. Deploy best practice template to Supp 5. Design one custom workflow per documents 6. Test workflow in Supp 7. Deploy to Test 8. UAT in TEST 9. Deploy to Prod 10. Final sign off that test deploy is the same as prod.	350	\$43,750.00
Module	12.5% contingency for unanticipated additional work*	* Will be used only if needed for unanticipated additional work	50	\$6,250.00
<b>Code Enforcement Total</b>				<b>\$50,000.00</b>





### BLD Land Management Support

New Report - MWELo	Create MWELo report with multiple fields to capture information for yearly reporting to the State. - Planning	See Landscaping Report Specs 1-18-17	30	\$3,750.00
Modify Planning Report	Revise "Planning Report" to add: a. Type of Use b. Project Square Footage Proposed c. Number of Units Proposed d. Entitlements (some projects have multiple entitlements and only one is showing up in the Planning Report) needs to be fixed - Planning	See Planning Report Specs 1-18-17	24	\$3,000.00
Configuration	Rename "Short Notes" to "Entitlements" in records tab - Planning	This allows for the investigation and change of the "short notes" field any additional work that results from this change is not included.  Risk. (there is a chance if other reports use this field they will also need to be changed that work is not included in this pricing)	6	\$750.00
Configuration	Create a pay order form to request refunds of direct charge accounts. – Planning	new report only. This is a manual process after the report. No additional workflow or scripts requested with this change.	50	\$6,250.00
Modify Planning Report	Reports and fixes as identified by Planning and jointly approved. On 11-7-17 Emailed to vendor only those report changes are needed.	Planning subtotal See Report Spec 11-7-17	56	\$7,000.00
Finalize report	Finalize ad hoc building permit plan review processing times report. – Building	Report partially completed, complete report per spec 11-7-17	30	\$3,750.00
Scripting	Enable public to reschedule inspections that were partially passed. – Building	This will require public login accounts work on methods to allow this feature. Part of this may include additional business processes. divided into 50% pay milestones  1. Work with team to investigate a solution (May not be possible) 25 Hours 2. Implement solution 25 Hours	50	\$6,250.00
User Groups	Create additional Building user groups to match user roles - inspections, Building daily, Other daily.	There is a large difference in role modification task depending on how many new roles need set up and testing as well as permissions, we need to make sure ALL roles have proper permissions. We have planned for user roles - inspections, building daily, Other daily No others were included.	50	\$6,250.00

#### Young Consulting Response:







New Building Reports	Other Misc. reports and fixes as identified by Building and jointly approved	See Report Spec 11-7-17	32	\$4,000.00
Report	Enable electronic signature and sharing of electrical release report and gas release report to PG&E. - Building	Building Subtotal	40	\$5,000.00
<b>BLD Land Management Total</b>				<b>\$46,000.00</b>
<b>Engineering &amp; Transportation</b>				
<b>Eng. Land Management Support</b>				
Create Scripting	<p>New "Project" Record Type:</p> <ol style="list-style-type: none"> <li>1. Fix the "<u>The new Record cannot generate a masked value because: Invalid Next Masked Sequence Parameters. Missing Mask Def, Seq Def, or both.</u>" error that comes up when opening a new "Project" record.</li> <li>2. Create the custom fields for the new record type based on markups provided by Engineering staff.</li> <li>3. Provide workflow process based on markups provided by Engineering Staff.</li> <li>4. Provide scripting for this record type that mirrors the staff fees from the Encroachment Permit. Time entered in a Workflow task should automatically "fee" over to the Fee tab based on the employee's job title.</li> </ol>	<p>E/T Priority #1 Risk,</p> <p>If workflows intersect other processes there may but unresolvable issues in new project types. Scope hours would need to be modified to reflect the new changes</p>	50	\$6,250.00
Grading Permit Fees	Permit Activity Charges report. We would like to remove the comments from showing in the report.	E/T Priority #2 hours included reflect spec received Prior to 11-30-2017	15	\$1,875.00
Grading Permit	Time entered in Workflow tasks for a Grading Permit does not show up in the Fee tab, as it does for time entered in Encroachment Permits.	E/T Priority #3 I have looked into this issue and there are problem in the workflow this permit type was not finished from True point Need to complete the workflow and scripting.	40	\$5,000.00

**Young Consulting Response:**



Grading Permit	<p>Several Items need to be changed in the Grading Permit report:</p> <ol style="list-style-type: none"> <li>1. Remove Danny Gutierrez's name and contact information from the Grading Permit report. In its place, add "PLEASE CALL (510) 577-3308 TO SCHEDULE A PRE-CONSTRUCTION MEETING AND INSPECTIONS, AT LEAST 24 HOURS PRIOR TO WORK".</li> <li>2. The fee field in the Grading Permit report should include the permit fee, review &amp; inspection deposit, performance bond, erosion control deposit, and a sum total.</li> <li>3. Add an "Issued By" field to the Grading Permit report that has the user name of the person who issued the permit.</li> <li>4. Include the Customer Numbers for each of the different deposits (review and inspection, performance, erosion control) in the list of payments.</li> </ol>	E/T Priority #4. Grading Permit report, Crystal report Per spec sent, hours included reflect spec received Prior to 11-30-2017	24	\$3,000.00
Grading Permit	<p>Several Items need to be changed in the Encroachment Permit report:</p> <ol style="list-style-type: none"> <li>1. The Banner Permit fee for an Encroachment Permit should not automatically add the fee to the Encroachment Permit report. Sometimes, the Banner Permit fee is waived. The fee should only be added when a "Banner Encroachment Permit" fee is added to the record. Need to also revisit how Blanket CN's are fees.</li> <li>2. Expand the text box for the "Description of Work" on the Encroachment Permit report by narrowing the "Customer #" box. When the descriptions get too long, the signature lines get pushed onto a second page, pushing the "General Provisions" onto a third page.</li> <li>3. Remove shading from the Encroachment Permit hotline box and from the "Traffic Control Required" box.</li> <li>4. Add the permit number, in large font, to the upper right corner of the report.</li> </ol>	E/T Priority #5. Encroachment Permit work, Crystal report Per spec sent hours included reflect spec received Prior to 11-30-2017	30	\$3,750.00
Grading Permit Fees	<p>E/T Planning Review Log report E/T Building Review Log report</p>	E/T Priority #6 Planning and Building Review Logs sent on 11/14/16 hours included reflect spec received Prior to 11-30-2017	40	\$5,000.00
New Record Type	<p>Encroachment Permit Log report Grading Permit Log report E/T Project Log report</p>	E/T Priority #7 Could these reports be created using Ad-Hoc instead of Crystal since the data are contained solely in the Engineering module? hours included reflect spec received Prior to 11-30-2017	60	\$7,500.00
ENG Land Management Total				\$32,375.00

#### Young Consulting Response:





### Information Technology

#### Land Management Support

Update GIS Zoning	Update zoning in Accela GIS, create workflows to incorporate XAPO parcel data into case screens.	<p>Link to City's ArcGIS Online service GIS connected only no detailed Scripting is included only the connectivity to live data any additional This has been divided into several 25% pay milestones</p> <ol style="list-style-type: none"> <li>1. Enable Fid's for GIS in Accela Fields</li> <li>2. Enable AGIS</li> <li>3. Connect to Accela</li> <li>4. Go Live</li> </ol>	120	\$15,000.00
Trust Fund	Set up trust fund accounts to manage customer deposits in Accela	Trust funds have been not configured. We need to have them set up per account and spec out how many accounts are needed. From previous discussions, I have allotted time to add 3 main sources accounts in configuration and development time to script the use of 3 account headers if more are needed this will need to be re-scoped.	65	\$8,125.00
IT Land Management Total				\$23,125.00
Grand Total				\$151,500.00

#### Young Consulting Response:





## ASSUMPTIONS

1. San Leandro's IT division will provide required and appropriate resources including subject matter experts (SMEs) to communicate business rules and requirements to support the proposed timeline.
2. Young Consulting will document the requirements per the communication from SMEs and will deliver all documented requirements for approval or feedback. San Leandro's IT division will review the Requirements Document and within three (3) Business Days of receipt will deliver either:
  - a. Indicates that San Leandro's IT division has signed-off and accepted the Requirements Document; or
  - b. Identifies the areas of concern and provide the required feedback for requirements document update.
  - c. Requirements review will not take more than two review cycles.
3. San Leandro's IT division will provide required resources to support all tasks in the above timeline for environment setup, User Acceptance Testing and training.
4. All application development, test case creation, and testing will be based on signed-off requirements captured during requirements and Discovery and Analysis phase of the project.
5. Any changes after requirements sign-off will follow a change control process which will assess timeline, resource and cost impacts to the project.
6. All data clean up, business process re-engineering and User acceptance preparation and execution is San Leandro's IT division's responsibility.
7. All work such as (report deployment, server side changes, APO, Java heap changes, etc.) Will have to involve Accela CRC because San Leandro is a cloud hosted site. It is necessary to have a current support agreement with Accela to perform these changes.





## 4. COSTS

### COST AND PAYMENT

At the time of this “Addendum to RFQ” we have examples of items on the list or technical requirements for the project so this “Addendum to RFQ” is being approached as a bid project. If specific milestones are not defined above, they may be divided into (4) 25% pay Milestones for each section of the task as milestones are reached as determined by Young Consulting and City of San Leandro Project Manager, Young Consulting may bill for partial completion of task. The final 25% of the specific task may be held until that specific line item has a completed sign off document. When an Item is completed, and a signoff document is presented, it is expected that San Leandro will evaluate and return the signed document to Young Consulting within seven (7) days. The document will allow the City to state if it is completed or not. If it is not completed, the requirements needed to complete the work must be stated. If it is signed as complete at that time the amount is due. the Items must be paid as they are considered complete. Time included for training and general maintenance, or contingency will be billed as the hours are used but those hours are provided at a rate of \$125.00 per hr. It is the full intent of Young Consulting to provide an accurate estimate with the information supplied. Any travel expenses incurred by Young Consulting on behalf of the City are to be reimbursed by the City. A fair estimate of cost will be provided to the City prior to any cost being incurred.

TERMS: Invoices may be issued as specific milestones are met, tasks are completed, or expenses incurred. At a minimum, the City will be invoiced on the first day of every month for any outstanding balance and those invoices are due upon receipt.

DESCRIPTION	HRS.	RATE	AMT
Total hours for requested tasks as stated above	1212	\$125	151,500





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## EXHIBIT B

### COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

## 1. COSTS

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### COST AND PAYMENT

At the time of this “Addendum to RFQ” we have examples of items on the list or technical requirements for the project so this “Addendum to RFQ” is being approached as a bid project. If specific milestones are not defined above, they may be divided into (4) 25% pay Milestones for each section of the task as milestones are reached as determined by Young Consulting and City of San Leandro Project Manager, Young Consulting may bill for partial completion of task. The final 25% of the specific task may be held until that specific line item has a completed sign off document. When an Item is completed, and a signoff document is presented, it is expected that San Leandro will evaluate and return the signed document to Young Consulting within seven (7) days. The document will allow the City to state if it is completed or not. If it is not completed, the requirements needed to complete the work must be stated. If it is signed as complete at that time the amount is due. the Items must be paid as they are considered complete. Time included for training and general maintenance, or contingency will be billed as the hours are used but those hours are provided at a rate of \$125.00 per hr. It is the full intent of Young Consulting to provide an accurate estimate with the information supplied. Any travel expenses incurred by Young Consulting on behalf of the City are to be reimbursed by the City. A fair estimate of cost will be provided to the City prior to any cost being incurred.

TERMS: Invoices may be issued as specific milestones are met, tasks are completed, or expenses incurred. At a minimum, the City will be invoiced on the first day of every month for any outstanding balance and those invoices are due upon receipt.

DESCRIPTION	HRS.	RATE	AMT
Total hours for requested tasks as stated above	1212	\$125	151,500



## EXHIBIT C

### INDEMNIFICATION

- A. Consultant shall, to the extent permitted by law, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.
- B. With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant.
- C. Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the active negligence or willful misconduct of the City.
- D. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement.