

**NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
NEWTON CONSTRUCTION & MANAGEMENT, INC.
FOR
MANOR TENNIS COURT RESURFACING**

THIS AGREEMENT for tennis court resurfacing at Washington Manor Park services is made by and between the City of San Leandro (“City”) and Newton Construction Management, Inc. (“Contractor”) (together sometimes referred to as the “Parties”) as of January 3, 2023 (the “Effective Date”).

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on September 30, 2023, the date of completion specified in Exhibit A, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Contractor’s obligations hereunder.
- 1.5 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Contractor’s attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Contractor must submit completed self-certification form and comply with the LWO if covered.
- 1.6 **Public Works Contractor Registration.** Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work,

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

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed \$406,754.27 plus cumulative change orders not to exceed 15% or \$61,013.14, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the

hours spent by each person, a brief description of the work, and each reimbursable expense;

- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

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

2.3 Final Payment. City shall pay the last 5% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

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

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

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

2.6 Reimbursable Expenses. Not Applicable.

2.7 Payment of Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all

outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to City to use facilities or equipment not otherwise listed herein.

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

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

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

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

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

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

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

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

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

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

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Contractor may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

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

- a. Certificate of Workers' Compensation Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than **\$2,000,000** and automobile liability insurance for the term of this Agreement in an amount not less than **\$1,000,000** per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

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

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Contractor shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 Cyber Liability Insurance. Not Applicable.

4.4 All Policies Requirements.

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

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person

authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. STATUS OF CONTRACTOR.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Contractor Not an Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or

disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

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

10.8 Contract Administration. This Agreement shall be administered by Jennifer Auletta, Deputy Public Works Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.9 Notices. Any written notice to Contractor shall be sent to:
Darin Terrazas, Project Manager
Newton Construction & Management, Inc.
2436 Broad Street, San Luis Obispo Ca. 93401
Darin@newtonconstruction.com

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

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

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

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

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

10.12 Certification per Iran Contracting Act of 2010. In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Contractor's signature below Contractor certifies that Contractor, and any parent entities, subsidiaries, successors or subunits of Contractor are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

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

CITY OF SAN LEANDRO

NEWTON CONSTRUCTION & MANAGEMENT

DocuSigned by:
Fran Robustelli
C063C023AF624E3...

Frances Robustelli, City Manager

DocuSigned by:
Eric Newton
041A21135F8C476...

Eric Newton, President

Attest:

#1000001399
Consultant's DIR Registration Number
(if applicable)

DocuSigned by:
Kelly B. Clancy
F21D2C00C07F54D6...

Kelly B. Clancy, City Clerk

DocuSigned by:



Budget Approved: x

Approved as to Fiscal Authority:

DocuSigned by:
Mayette Bailey
CF680F52427D423...

Michael Yuen, Finance Director

For

210-62-122-5240 & 210-62-138-5240

Account Number

Approved as to Form:

DocuSigned by:
Richard Pio Roda
7B41538F6D6F470...

Richard D. Pio Roda, City Attorney

DocuSigned by:
Debbie Pollart
79AB70F00F05400...

Debbie Pollart, Public Works Director

EXHIBIT A

SCOPE OF SERVICES

GENERAL PROVISIONS

ACCESSIBILITY: The contractor shall be fully informed any peculiarities and limitations of the spaces available for the performance of work under their contract. They shall exercise caution to determine that all parts of their work are made quickly and easily accessible.

AUTHORITY OF THE CITY OF SAN LEANDRO: Subject to the power and authority of the City as provided by law in their contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under their contract. The City shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

BUSINESS LICENSE: If the scope of work under their proposal includes performing services or installation on City property, the Contractor must have current City Business License. Additional Information can be found online at: <https://www.sanleandro.org/340/Business-License>

BONDS: The contractor shall furnish **Performance and Payment Bonds**, each equal to at least 100% of the contract price. The Performance Bond shall guarantee faithful performance of the contract. The Payment Bond shall secure the payment of claims of laborers, mechanics, or materialmen employed on work under the contract. Any alterations, extensions of time, extra and additional work, or any other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

CHANGES IN WORK: The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to the contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.

COMMENCEMENT OF WORK: After the contract agreement has been executed by the City, a pre-construction conference will be scheduled and the Notice to Proceed shall be issued. The pre-construction conference will be held at the Public Works Services Center between the City and the Contractor. The purpose of this meeting shall be to discuss the scope of work, the plans and specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and satisfactory completion of the project as required. The Contractor shall not begin work until the Notice to Proceed is issued by the City.

COMPLETION OF WORK: Beginning on the first working day from the Notice to Proceed, The contractor shall have **180 working days for the completion of work**. Contractor shall notify the City in writing when the work is ready for review. If deemed not ready for review, the contractor will be directed to continue. If deemed ready for review, a punch list will be prepared and issued; contractor shall allow 10 working days for punch list preparation and issuance.

All items on the punch list must be completed to the City's satisfaction before the work will be considered complete. When the City determines these items are resolved, and the work has been completed in accordance with the Contract Documents, the City will issue a Notice of Acceptance.

CONTRACT INCORPORATION: The Non-Professional Services Agreement (NPSA) constitutes the contract between the City and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.

COOPERATION BETWEEN CONTRACTORS: The City reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct their work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with their contract and shall protect and save harmless the City from all damages or claims that may arise because of inconvenience, delays, or loss because of the presence and operations of other contractors working within the limits of the same project.

COORDINATION WITH AGENCIES: The contractor shall coordinate their activities with the proper regulatory agencies and have their representative on site at the proper times.

DAMAGE: The contractor shall be held responsible for any breakage, loss of the City's equipment or supplies through negligence of the contractor or their employee while working on the City's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the City any damages to the premises resulting from services performed under their contract. Failure or refusal to restore or replace such damaged property will be a breach of their contract.

DAYS OF WORK. All work shall be done Monday through Friday between the hours of 7:00 a.m. to 4:00 p.m. excluding designated City holidays, unless otherwise directed by a City official.

The following are the designated City holidays:

- January 1 (New Year's Day)
- The third Monday in January (Martin Luther King's Birthday)
- The second Monday in February (Lincoln's Birthday)
- The third Monday in February (Washington's Birthday)
- March 31 (Cesar Chavez Day)
- The last Monday in May (Memorial Day)
- June 19 (Juneteenth)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- November 11 (Veterans' Day)
- The fourth Thursday in November (Thanksgiving Day)
- The day after Thanksgiving Day
- December 24 (Christmas Eve)
- December 25 (Christmas Day)
- December 31 (New Year's Eve)

EXAMINATION OF SPECIFICATION AND SITE: Contractor is expected to carefully examine the site of the proposed work and all project specifications, documents, and forms. They shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.

INSURANCE REQUIREMENTS: Within twelve (12) consecutive calendar **days** of award of contract, Contractor must furnish the City with the Certificates of Insurance proving coverage as specified in **Attachment C – Insurance Requirements**. Additional information about the insurance requirements may be found in **Attachment E - Section 4 of the Non-Professional Services Agreement**.

LAWS - ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS: The contractor shall adhere to all applicable health and safety laws and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, and County Environmental Health Department. Safety Requirements are provided in Section 3.1 of the Non-Professional Services Agreement.

LIQUIDATED DAMAGES: Time is of the essence of their contract. Failure to start and complete all work specified within the time allowed shall constitute material breach of contract. The "time allowed" will be calculated *from the* date of the Notice to Proceed through the "Maximum Completion/Delivery Time"

indicated by the Contractor on their proposal for the completion work or delivery of the goods specified. Failure of Contractor to complete the work or deliver the goods within the time allowed will result in damages, and for each consecutive day in excess, the contractor shall pay to the City the sum of \$100.00 per calendar day. Such amount shall not be construed as a penalty but as a minimum value of liquidated damages that may be deducted from payment due to the contractor if such delay occurs.

LICENSES: Contractor must possess current California Contractors License and DIR Registration for duration of contract. Contractor must have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions as specified in Section 7.4 of the Non-Professional Services Agreement.

MEASUREMENTS: It is the responsibility of the Contractor to make all measurements to determine their proposed price. The City will not be responsible for determining the quantities of materials necessary to complete the work specified.

PAYROLL RECORDS: The Contractor shall comply with Labor Code Section 1776. The Contractor shall also be responsible for compliance of and submission of payroll records of all Subcontractors.

- 1) Payroll Records shall be submitted with each progress payment application. Records shall contain:
- 2) Copies of Payroll
 - a) The full name, address, and social security number of each employee (employee's address and social security number need only appear on the first payroll on which their name appears)
 - b) The appropriate DIR classification for the work performed
 - c) Rate of pay
 - d) Daily and weekly number of hours worked
 - e) Itemized deductions made
 - f) Actual net wages paid
- 3) Statement of Fringe Benefits
- 4) Ratio of apprentices to journeymen (when apprentices are employed)
- 5) Statement of Compliance
 - a) Signed by the employer or its agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract
 - b) The "Statement of Compliance" shall be on forms included at the end this section or on any form with identical wording

The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of the acceptance of the project. Additional provisions are outlined in Exhibit D of the Non-Professional Services Agreement.

PERMITS: Unless otherwise specified herein, Contractor shall at their expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under the contract, shall make all payroll deductions required by law, and shall indemnify and hold harmless the City from any liability on account of all such taxes, levies, duties, assessments, and deductions.

SPILL PREVENTION & CONTROL: The Contractor shall take precautions to prevent accidental spills during the work under this contract and keep a stockpile of spill control materials, such as rags or absorbents, readily accessible onsite.

In the event of a spill, the Contractor shall:

1. Report any hazardous materials spills immediately to the Alameda County Fire Department, the Alameda County Hazardous Materials Division, and other state and local agencies as required by state and local regulations.

2. Immediately contain and prevent leaks and spills from entering the storm drain system, and properly clean up and dispose of the waste and clean up materials.
3. Not wash any spilled material into the streets, gutters, storm drains, or creeks.

STORM WATER BEST MANAGEMENT PRACTICES: To eliminate storm water pollution, the Contractor shall implement effective control measures at construction sites. BMPs include schedules of activities, prohibition of practices, general good housekeeping practices, operational practices, pollution prevention practices, maintenance procedures, and other management procedures to prevent the discharge of pollutants directly or indirectly to the storm drain system.

- The Contractor shall implement all applicable BMPs including but not limited to the following:
- All construction materials shall be stored at least ten feet away from inlets, catch basins, and curb returns.
- Store materials that have the potential to be transported to the storm drain system, by storm runoff or by a spill, under cover in a contained area or in sealed waterproof containers.
- During wet weather or when rain is in forecast, store materials that can contaminate rainwater or be transported by storm water or other runoff to the storm drain system inside a building or cover them with a tarp or other waterproof material secured with weights to prevent contact with rain
- Use tarps on the ground to collect fallen debris or splatters that could contribute to storm water pollution.
- Pick up litter, construction debris, and other wastes daily from outside areas including the sidewalk area, gutter, street pavement, and storm drains impacted by the project; all wastes shall be stored in covered containers or disposed of or recycled immediately.
- Inspect vehicles and equipment arriving on-site for leaking fluids, and promptly repair leaking vehicles and equipment; use drip pans to catch leaks until repairs are made.
- Avoid spills by handling materials carefully
- Storage and disposal of all hazardous materials such as paints, thinners, solvents, and fuel; and all hazardous wastes such as waste oil must meet all federal, state, and local standards and requirements.
- For guidance on selecting and implementing effective control measures the Contractor is directed to California Stormwater Quality Association (CASQA) at: <http://www.casqa.org>.

STORAGE OF EQUIPMENT AND MATERIALS: The Contractor shall secure, as necessary, for use during the duration of the project, property for equipment storage, stockpiling materials and other construction related activities as needed. The Contractor shall submit a letter indicating the staging area location, the property owner's name, address, and phone number, and the owner's signed consent for the use of the property for the duration of the project. No storage will be permitted on private property within the City of San Leandro unless a Use Permit indicating proper zoning has been obtained from the City's Community Development Department, Planning Division.

Unless a staging area is described on the plans or in the specifications, construction materials and equipment shall not be stored in streets, roads, highways, or on public property except during its actual use on the work. Any staging area provided by the City is provided as-is without warranty that it is adequate or suitable for Contractor's operations. Contractor shall evaluate the staging area provided and secure any additional staging area needed.

TRAFFIC CONTROL AND ACCESS: Contractor shall not completely obstruct public pedestrian pathways or deny access to private property at any time. No streets shall be closed at any time. The Contractor may establish "No Parking" zones, contiguous to the work area by posting signs. The City will enforce parking restrictions only when the Contractor has posted the proper signs and has notified the City Police Department a minimum of 48 hours in advance of the required restriction period.

Adequate warning devices, barricades, guards, flagger or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area. Construction signs, lights, barricades, etc., shall conform to the latest revision of the Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways, by California Department of Transportation.

Contractor is required to submit a Traffic Control Plan and obtain an encroachment permit prior to commencing work. Contact the Engineering and Transportation Department at 510-577-3428 for assistance.

UNKNOWN OBSTRUCTIONS: Should any unknown obstruction be encountered during their contract the Contractor immediately bring it to the attention of the City. The contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.

WEEKLY MEETINGS: Contractor shall be required to meet weekly with the project supervisor or his representative to confirm the work completed, discuss any issues that may have occurred, and to review the contractor's proposed work schedule.

WAGES: This contract requires the payment of **prevailing wages for the State of California** or the City of San Leandro Living Wage whichever is higher. Additional provisions are outlined in Exhibit D of the Non-Professional Services Agreement.

WARRANTY: The Contractor guarantees all work for one year from the date of project completion. Upon receiving written notice of a need for repairs that are directly attributable to defective materials or workmanship, the Contractor must make good any defects arising or discovered in any part of the work by diligently commencing the necessary repairs within seven (7) days from the date of notice from the City. The guarantee and conditions shall be secured by a Warranty Letter.

If the Contractor fails to make good any defects in the work in accordance with this provision, in addition to any other available remedy under the contract or at law or equity, the City may make good or have made good such defects in the work and deduct the cost from amounts that may be due or become due the Contractor.

In addition to the Contractor's one-year guarantee, the Contractor must provide all written manufacturer warranties from manufacturers and/or subcontractors that guarantee and warrant specific products and installations against defects in materials and workmanship for periods following acceptance of the project.

WASTE & RECYCLING: During performance and upon completion of work on their project contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the City.

Contractor is required to use the City's franchised waste hauler, Alameda County Industries, for all on-site debris box and hauling services unless the Contractor self-hauls waste to a licensed and permitted recycling facility, transfer facility or landfill. To order debris box services contact ACI at 510-357-7282.

Contractor shall demonstrate compliance with state and local construction & demolition recycling regulations by completing and submitting a Diversion Plan online with Green Halo Systems (www.greenhalosystems.com). Contractor shall create an account with Green Halo and enter project information within 30 days of purchase order issuance. Contractor shall upload recycling and disposal receipts at least once every 30 days thereafter until completion.

Detailed Scope of Work for Work Order #108351.00 on following pages.



Work Order Signature Document

EZIQC Contract No.: CA-R5-GB02-123021-NCM

New Work Order **Modify an Existing Work Order**

Work Order Number.: 108351.00 Work Order Date: 11/20/2022

Work Order Title: San Leandro - Tennis Court Resurfacing

Owner Name: City of San Leandro Contractor Name: Newton Construction & Management

Contact: Jennifer Auletta Contact: Darin Terrazas

Phone: (510) 577-6022 Phone: 805-544-5583

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R5-GB02-123021-NCM.

Brief Work Order Description:
San Leandro - Tennis Court Resurfacing - Washington Manor Park

Time of Performance Estimated Start Date: _____
Estimated Completion Date: _____

Liquidated Damages Will apply: Will not apply:

Work Order Firm Fixed Price: \$406,754.27

Owner Purchase Order Number: _____

Approvals

 1/12/23

 City of San Leandro Date

 Contractor Date



Detailed Scope of Work

To: Darin Terrazas
 Newton Construction & Management
 2436 Broad St
 San Luis Obispo, CA 93401
 805-544-5583

From: Jennifer Auletta
 City of San Leandro
 835 East 14th Street
 San Leandro, CA 94577
 (510) 577-6022

Date Printed: November 20, 2022

Work Order Number: 108351.00

Work Order Title: San Leandro - Tennis Court Resurfacing

Brief Scope: San Leandro - Tennis Court Resurfacing - Washington Manor Park

Preliminary

Revised

Final

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

DETAILED SCOPE OF WORK

PROJECT NAME: Tennis Courts Resurfacing Project

OWNER: City of San Leandro Public Works Dept.

PROJECT LOCATION: Washington Manor Park - 14900 Zelma Avenue, San Leandro 94579

PROJECT DESCRIPTION The Tennis Courts Resurfacing Project consists of the resurfacing of tennis courts and converting some of the existing tennis courts into new pickleball courts at Washington Manor Park, located at 14900 Zelma Avenue, San Leandro 94579, refer to the project plans sheets 1 to 11, dated November 2021 by CSG Consultants, Inc., and the specifications for detailed information and requirements. There are four courts, 2 Courts are to be converted into 6 Pickle Ball Courts.

DETAILED SCOPE OF WORK

Asphalt Repairs and Surface Prep.

1. Grind all surface cracks to remove edges.
2. Crack Filling and Leveling: Lance all cracks and fill with Acrylic Patch Compound. Fill all scrapes, gauges, and rough surfaces with Acrylic Patch Compound. NOTE: All cracks will reappear without slipsheet overlay system. Based on the subcontractor's experience the Rite Way system is not suitable due to the size, depth, and quantities of cracks at the site and will not be used on this project.
3. Flood and Fill Areas of Standing Water: Straightedge leveling of low areas to eliminate standing water. Assumes the court has industry standard 1% slope and average of 3 water holes less than 10' diameter and 3/8" depth. Additional corrections will be additional cost.
4. Slipsheet Overlay System Layers Structure:
 - a. Substrate: Cracked, uneven asphalt or concrete existing
 - b. Slipsheet Layer: Fiberglass Felt, GLASFAB #30
 - c. Carpet Coat Membrane #1: Jute/Burlap reinforced membrane
 - d. Topping 1/2": Mix Carpet coat/gravel/plaster sand.
 - e. f Carpet Coat Membrane #2/Refinement Coats/Hot Roll.
5. Installation Process:

Detailed Scope of Work Continues..

Work Order Number: 108351.00

Work Order Title: San Leandro - Tennis Court Resurfacing

- a. After cleaning out cracks, they are then filled with oxyrene epoxy which is left to dry for at least 1 hour before the slipsheet can be installed.
 - b. Slip-sheets are rolled out one-by-one. A light layer of epoxy glue is poured onto one side of each slip-sheet as it is being rolled out for attachment to the following sheet.
 - c. Primary membrane and fine sand are mixed and applied using a squeegee to secure the Slip-sheets.
 - d. The secondary membrane is applied by squeegee over a burlap (jute) mesh for increased flexibility and strength.
 - e. Rock and sand aggregates are combined with an AC waterproof binder
 - f. After flooding the court and court-patching any pools more than 1/3 inch deep, three refinement coats (including a second jute coat) are applied by squeegee on top of of the secondary membrane.
 - g. The Court is then rolled multiple times for compaction and leveling purposes.
 - h. Once the court is devoid of any surface inconsistencies the acrylic tennis surfacing materials can be installed.
6. Minimum Cure Time: Minimum cure time is 14 days prior to application of any coatings.
7. Acrylic Tennis Surfacing: Squeegee apply 3 coats of Sportmaster acrylic tennis surfacing over prepared substrate.
8. Install 4' Vinyl Cover Chain Link Fence, 9 Gauge Coiled Spring Mesh, Top And Bottom Rails, 2-1/2" Line Post At 10' On Center, 3" Corner Post, as a divider between new Pickle Ball courts.
9. Striping:
- a. Paint tennis court lines for 2 tennis court(s) per USTA regulations.
 - b. Paint pickle ball court lines for 6 pickle ball court(s) per plans and/or specifications.
10. Fencing: Washington Manor Park ONLY - Remove and replace existing 16-foot-high chain link fencing on west and south sides of tennis courts using existing posts. See Attachment A, TS-4. a. Fence Windscreen: Windscreen has been removed from the Scope of Work. b. Furnish and install new chain link fence at ends of pickleball courts only (3' openings): 4' High, 2" Line Posts (18" diameter x 3' deep concrete footing), 1-5/8" top/bottom rail, 2" 9-gauge structure, schedule 40 galvanized, galvanized.
11. Tennis Nets and Pickleball Net Posts:
- a. Tennis nets 2 tennis courts: On existing posts furnish and install new Tennis Nets.
 - b. New pickleball net posts and nets on 6 courts: Excavate footings and pour concrete for new 3" diameter aluminum sleeves, install new pickleball net posts and net per plans and specs.

Clarifications:

- Contractor will be allowed to use onsite electricity and water during construction.
- Removal of existing windscreen or slats will be by others.
- Pavement to have 1% slope to drain all in one direction to within +/- 1/8" in 10' tolerance; our material will follow existing contours.
- Tree trimming by others.
- 5-year warranty on slip sheet this system
- Patching acrylic patching compound will be used in place of the RiteWay Crack Repair.
- No root barrier or removal of roots is included for Washington Park.
- Chain link fence gates locations are not shown in the plans or specs and are not included in our price.

Exclusions:

- All tree trimming, arborist or tree surgeon, any warranty to maintain the health and longevity of the trees and shrubs.

Detailed Scope of Work Continues..

Work Order Number: 108351.00

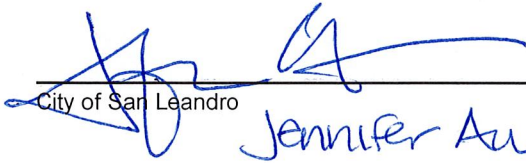
Work Order Title: San Leandro - Tennis Court Resurfacing

- Tree/bush/limbs pruned away from court surface and overhanging and intertwined with fence.
- Root barriers and root removal/cutting outside court to prevent roots from growing into/under court.
- Contractor is not responsible for life of the trees and controlling future intrusions.

Subject to the terms and conditions of EZIQC Contract **CA-R5-GB02-123021-NCM**.

Contractor

Date



City of San Leandro
Jennifer Auletta



Date

Contractor's Price Proposal - Summary

Date: November 20, 2022

Re: IQC Master Contract #: CA-R5-GB02-123021-NCM
Work Order #: 108351.00
Owner PO #:
Title: San Leandro - Tennis Court Resurfacing
Contractor: Newton Construction & Management
Proposal Value: \$406,754.27

Washington **\$406,754.27**

Proposal Total **\$406,754.27**

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

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail**Date:** November 20, 2022

Re: IQC Master Contract #: CA-R5-GB02-123021-NCM
 Work Order #: 108351.00
 Owner PO #:
 Title: San Leandro - Tennis Court Resurfacing
 Contractor: Newton Construction & Management
 Proposal Value: \$406,754.27

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Washington					
1	01 22 16 00 0022		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$8,755.97
				Installation	
				Quantity	Unit Price
				7,959.97 x	1.00 x
					Factor =
					Total
					8,755.97
				2% Bond Fee, for Washington Manor Park.	
2	01 22 20 00 0023		HR	Laborer For tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,393.58
				Installation	
				Quantity	Unit Price
				16.00 x	75.41 x
					Factor =
					Total
					1,393.58
				Used to flood entire court areas at Washington Manor Park with water and mark out areas of water pooling , then squeegee off excess water. - See Construction Notes on Sheet 6, note 3, "Flood entire court with water and then fill all low spots with Court Patch Binder and Asphalt Emulsion (Leveling Course) to 1/8" tolerance. 2 men for 1 day.	
3	01 22 20 00 0023		HR	Laborer For tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,393.58
				Installation	
				Quantity	Unit Price
				16.00 x	75.41 x
					Factor =
					Total
					1,393.58
				Used to flood entire court areas at Washington Manor Park with water and verify areas of water pooling have been eliminated, then squeegee off excess water. - See Construction Notes on Sheet 6, note 3, "Flood entire court with water and then fill all low spots with Court Patch Binder and Asphalt Emulsion (Leveling Course) to 1/8" tolerance. 2 men for 1 day.	
4	01 22 23 00 0682		MO	20 KW, 60 Hertz Towable Diesel Powered Generator Set Fuel consumption: 100% load – 1.6 gallons per hour, 75% load - 1.3 gallons per hour, 50% load - 0.9 gallons per hour.	\$1,657.29
				Installation	
				Quantity	Unit Price
				1.00 x	1,434.88 x
					Factor =
					Total
					1,657.29
				Used to supply power at Washington Manor Park for entire duration of project to power saws , jackhammers, etc.	
5	01 22 23 00 0885		WK	4,000 PSI Pressure Washer With Full-Time Operator	\$4,021.70
				Installation	
				Quantity	Unit Price
				1.00 x	3,481.99 x
					Factor =
					Total
					4,021.70
				Required to clean concrete to remove dust or debris prior to application of primer two workers using pressure washers in advance of the applicators at Washington Manor Park .	
6	01 22 23 00 1511		MO	500 To 600 Gallon Water Trailer With Pump	\$1,151.60
				Installation	
				Quantity	Unit Price
				1.00 x	997.06 x
					Factor =
					Total
					1,151.60
				Used to flood entire court(Washington Manor Park) with water and mark out areas of water pooling. Also used for mixing products to be applied to court surfaces. Used at finish to verify no pooling of water on finished courts.	

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 108351.00**Work Order Title:** San Leandro - Tennis Court Resurfacing**Washington**

7	01 31 33 00 0004	EA	Cement Mason Minimum Charge	This task should not be used in conjunction with any other tasks utilizing this labor trade, unless approved by owner. Task quantity is 1, unless approved by owner.					\$821.98	
		Installation	Quantity	Unit Price	Factor	=	Total			
			1.00	711.67	1.1550		821.98			
			Used for finishing concrete at new posts, 1 day for Washington Manor Park.							
8	01 66 19 00 0047	CY	Transfer Delivered Materials Distances Greater Than 125', Per CY Of Material Per 125'						\$140.41	
		Installation	Quantity	Unit Price	Factor	=	Total			
			20.50	5.93	1.1550		140.41			
			(Washington Manor Park) Moving material products and sand to locations across court. 2934 SY x 1/4" = 20.5 CY							
9	01 66 19 00 0050	EA	Handling Material For Over 125' Per 9" x 24" x 48" Container Per 125' Segment						\$160.78	
		Installation	Quantity	Unit Price	Factor	=	Total			
			160.00	0.87	1.1550		160.78			
			Wheel barrow materials in and out, for new posts (Washington Manor Park).							
10	01 74 19 00 0022	MO	Ramped Concrete Washout Bin	Includes delivery.					\$834.94	
		Installation	Quantity	Unit Price	Factor	=	Total			
			1.00	722.89	1.1550		834.94			
11	01 74 19 00 0024	EA	Vacuum, Pickup, Swap And Dump, Concrete Washout Bin	Includes vacuum the liquid from the full bin and pick up the bin, and recycle all material. An empty bin will be left at the site if the project is not completed.					\$2,495.79	
		Installation	Quantity	Unit Price	Factor	=	Total			
			2.00	1,080.43	1.1550		2,495.79			
12	02 41 13 13 0039	SF	Up To 3" By Hand, Break-up And Remove Bituminous Paving						\$384.75	
		Installation	Quantity	Unit Price	Factor	=	Total			
			96.00	3.47	1.1550		384.75			
			Remove concrete for new net posts.							
13	03 01 30 71 0023	SF	Grinding Cured, Warped, Or Rough Concrete Slabs						\$3,093.55	
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,440.00	1.86	1.1550		3,093.55			
			Grinding courts 960' (crack repair) x 18" = 1440 SF							
14	03 01 30 71 0031	BAG	Sika Top 111 Plus	SikaTop 111 PLUS is a two-component, polymer-modified, portland-cement, fast-setting, screed mortar. Yield: Approximately 0.5 cu. ft./unit. Approximately 0.75 cu. ft./unit (SikaTop 111 + 42 lbs. of 3/8" pea gravel).					\$17,980.02	
		Installation	Quantity	Unit Price	Factor	=	Total			
			108.00	144.14	1.1550		17,980.02			
			Used to apply penetrating corrosion inhibitor with sand at low areas at court before final straight edging by tennis court company. based on on 5,167 SF x 1/4" coverage at crack repair areas, and water ponding areas.							
15	03 01 30 71 0050	LF	>1/4" To 1/2" Wide, Latex Emulsion, Gravity Fed Non Structural Crack Repair For Concrete, Surface Applied With Squeeze Tube (Quikrete® Concrete Crack Seal)						\$7,950.10	
		Installation	Quantity	Unit Price	Factor	=	Total			
			960.00	7.17	1.1550		7,950.10			
			Seal all cracks on court with court patch binder. - See Construction Notes Sheet 6, Number 4.							
16	03 01 30 71 0069	LF	Up To 1/4" Wide, Moisture Tolerant, Low Viscosity, High Strength Epoxy Resin, Structural Crack Repair For Concrete, Installed With Automated Injection Equipment (Sikadur® 52)						\$47,877.98	
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,920.00	21.59	1.1550		47,877.98			
			Estimated crack repair at 240 LF per court x 4 courts = 960 LF. Two coats are required = 1920 LF.							

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 108351.00**Work Order Title:** San Leandro - Tennis Court Resurfacing**Washington**

17	03 30 53 00 0007	CF	Hand Mix And Place ConcreteFor use where conventional equipment access is limited or when directed by the owner.					\$18,301.55	
		Installation	Quantity	Unit Price	Factor	=	Total		
			550.00	28.81	1.1550		18,301.55		
18	03 30 53 00 0007	CF	Hand Mix And Place ConcreteFor use where conventional equipment access is limited or when directed by the owner.					\$1,123.05	
		Installation	Quantity	Unit Price	Factor	=	Total		
			33.75	28.81	1.1550		1,123.05		
			4'-high chain link divider for Pickle Ball courts. 2'-6" x 18" x 18" = 5.625 CF x 6 posts = 33.75 CF						
19	03 30 53 00 0007	CF	Hand Mix And Place ConcreteFor use where conventional equipment access is limited or when directed by the owner.					\$9,982.67	
		Installation	Quantity	Unit Price	Factor	=	Total		
			300.00	28.81	1.1550		9,982.67		
			Washington Manor Park - Excavation for Net Posts. 3' x 30" x 30" = 18.75 CF x 16 net posts = 300 CF.						
20	07 24 13 00 0013	SF	20.0 OZ, Fiberglass Reinforcing Mesh For Exterior Insulation Finishing Systems (EIFS) (Dryvit Panzer® 20), Embedded In A Layer Of Base Coat					\$12,806.64	
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,600.00	6.93	1.1550		12,806.64		
			BOTH SITES - Estimated crack repair at 240 LF per court x 4 courts = 960 LF. Apply 20" stress mat, See RiteWay Crack Repair Installation Guidelines, Number 6. (20" x 960 LF = 1600 SF)						
21	09 65 66 00 0029	SF	Slip Sheet Membrane For Engineered Athletic Flooring Systems (Taraflex Isolsport)					\$90,256.32	
		Installation	Quantity	Unit Price	Factor	=	Total		
			26,400.00	2.96	1.1550		90,256.32		
			SLIP SHEET - Install Slipsheet system with 2 reinforcement membranes. This will require 3-5 days of curing. This is a professionally recommended system to keep cracks from resurfacing. Washington Manor measures 220' x 120' = 26,400 SF.						
22	11 68 16 00 0182	EA	Concrete Cutting for Playground Shade Structure, Per Core					\$5,031.94	
		Installation	Quantity	Unit Price	Factor	=	Total		
			22.00	198.03	1.1550		5,031.94		
			Washington Manor Park - Used for core cutting concrete for 16 new net posts, and 6 new 4' chain link posts.						
23	11 68 23 33 0003	PR	Round, Powder Coated Steel, Tennis Court Net Posts With Internal Brass Winder					\$8,235.89	
		Installation	Quantity	Unit Price	Factor	=	Total		
			6.00	1,188.44	1.1550		8,235.89		
			Washington Manor Park - Pickle Ball Net posts.						
24	11 68 23 33 0004	PR	Square, Powder Coated Steel, Tennis Court Net Posts With Internal Brass Winder					\$3,441.39	
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	1,229.84	1.1550		2,840.93		
		Demolition	Quantity	Unit Price	Factor	=	Total		
			4.00	129.97	1.1550		600.46		
			Washington Manor Park - Tennis Court Net posts.						
25	11 68 23 33 0008	PR	Galvanized Steel Ground Sleeves For Tennis Court Net Posts					\$2,444.72	
		Installation	Quantity	Unit Price	Factor	=	Total		
			8.00	264.58	1.1550		2,444.72		
			Washington Manor Park - See Pages 20-21(Sheet 7-8) on Detailed Scope of Work						
26	11 68 23 33 0012	EA	42' Length, Anti-Vandal, Aluminum Coated Flexible Steel Mesh, Tennis Court Net					\$11,971.48	
		Installation	Quantity	Unit Price	Factor	=	Total		
			8.00	1,196.80	1.1550		11,058.43		
		Demolition	Quantity	Unit Price	Factor	=	Total		
			4.00	197.63	1.1550		913.05		
			6 Pickle ball courts and 2 tennis courts at Washington Manor Park.						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108351.00

Work Order Title: San Leandro - Tennis Court Resurfacing

Washington

27	31 05 16 00 0026	CY	Silica Sand #20 (For Playground Use Only)						\$2,811.85	
			Quantity	Unit Price	Factor	=	Total			
		Installation	15.00 x	162.30 x	1.1550	=	2,811.85			
			Washington Manor Park - Used to mix with cement.							
28	31 23 16 13 0008	CY	Excavation For Trenching By Hand In Loose Rock Or Compacted AggregateIncludes stockpiling excess materials and trimming sides and bottom of trench.						\$2,801.10	
			Quantity	Unit Price	Factor	=	Total			
		Installation	12.40 x	195.58 x	1.1550	=	2,801.10			
			Washington Manor Park - Excavation for Net Posts - 3' x 30" x 30" = .7 CY x 16 net posts = 11.2 CY. Also posts for 4'-high chain link CY divider for Pickle Ball courts. 2'6" x 18" x 18" = .2 CY x 6 posts = 1.2 CY							
29	32 18 23 53 0004	EA	Paint Markings On Asphalt Tennis Court 2 Coats						\$3,549.45	
			Quantity	Unit Price	Factor	=	Total			
		Installation	8.00 x	384.14 x	1.1550	=	3,549.45			
			Used for 2 Tennis Court and 6 Pickle Ball court markings.							
30	32 18 23 61 0006	SY	Up To 1/2" Thick, Acrylic Latex Patching Compound, Athletic Surfacing System (California Products Plexipave® Court Patch Binder), Per CoatFor patching depressions and uneven texture in new or existing asphalt or concrete surfaces. Includes ultra fine silica sand and portland cement. Applied with trowel or metal screed.						\$61,683.93	
			Quantity	Unit Price	Factor	=	Total			
		Installation	600.00 x	89.01 x	1.1550	=	61,683.93			
			Flood entire court with water and then fill all low spots with Court Patch Binder and Asphalt Emulsion (Leveling Course) to 1/8" tolerance. - See Construction Notes Sheet 6, Number 3. Also used to achieve 1% slope for drainage on all courts per code. Calculation based on subcontractors extensive experience in resurfacing tennis courts.							
31	32 18 23 61 0008	SY	100% Acrylic Emulsion Color Coating, Athletic Surfacing System (California Products Fortified Plexipave®), First CoatIncludes ultra fine silica sand. Applied with rubber squeegee.						\$11,282.68	
			Quantity	Unit Price	Factor	=	Total			
		Installation	2,933.50 x	3.33 x	1.1550	=	11,282.68			
			Apply 3 coats of full color acrylic. Color to be determined - See Construction Notes Sheet 6, Number 9. Washington Manor measures 220' x 120' = 26,400 SF = 2933 SY							
32	32 18 23 61 0009	SY	100% Acrylic Emulsion Color Coating, Athletic Surfacing System (California Products Fortified Plexipave®), Second CoatIncludes ultra fine silica sand. Applied with rubber squeegee.						\$8,978.71	
			Quantity	Unit Price	Factor	=	Total			
		Installation	2,933.50 x	2.65 x	1.1550	=	8,978.71			
			Apply 3 coats of full color acrylic. Color to be determined - See Construction Notes Sheet 6, Number 9. Washington Manor measures 220' x 120' = 26,400 SF = 2933 SY							
33	32 18 23 61 0010	SY	100% Acrylic Emulsion Color Coating, Athletic Surfacing System (California Products Fortified Plexipave®), Third CoatPrice per coat for third or additional coats. Includes ultra fine silica sand. Applied with rubber squeegee.						\$7,725.08	
			Quantity	Unit Price	Factor	=	Total			
		Installation	2,933.50 x	2.28 x	1.1550	=	7,725.08			
			Apply 3 coats of full color acrylic. Color to be determined - See Construction Notes Sheet 6, Number 9. Washington Manor measures 220' x 120' = 26,400 SF = 2933 SY							
34	32 18 23 61 0011	SY	Non-Textured, 100% Acrylic Emulsion Color Coating Finish, Athletic Surfacing System (California Products Plexipave® Plexichrome®), Per CoatNon-textured finish coat over Plexipave® for faster playing surfaces. Applied with rubber squeegee followed by wide hair-type push broom.						\$24,598.28	
			Quantity	Unit Price	Factor	=	Total			
		Installation	8,800.50 x	2.42 x	1.1550	=	24,598.28			
			Washington Manor Park - Apply 3 coats of sand filled emulsion to court surfaces - See Construction Notes Sheet 6, Number 8. 2933.5 SY x 3 = 8800.5							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 108351.00
Work Order Title: San Leandro - Tennis Court Resurfacing

Washington

35	32 31 13 13 0154	LF	4' Vinyl Cover Chain Link Fence, 9 Gauge Coiled Spring Mesh, Top And Bottom Rails, 2-1/2" Line Post At 10' On Center, 3" Corner Post				\$3,999.77
		Installation	Quantity		Unit Price	Factor	Total
			100.00	x	34.63	x 1.1550 =	3,999.77
Washington Manor Park - Install 4'-high chain link divider between top and bottom courts with 3' openings between courts. See sheets 9 and 10.							
36	32 31 13 13 0182	LF	16' Full Height Fabric Galvanized Chain Link #9 Gauge, 1.2 Oz Coating, 2" Mesh				\$15,613.75
		Installation	Quantity		Unit Price	Factor	Total
			340.00	x	31.27	x 1.1550 =	12,279.73
		Demolition	340.00	x	8.49	x 1.1550 =	3,334.02
Washington Manor Park - Remove and replace existing 16-foot-high chain link fencing on west and south sides of tennis courts using existing posts. See Attachment A, TS-4.							

Subtotal for Washington **\$406,754.27**

Proposal Total **\$406,754.27**

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

The Percentage of NPP on this Proposal: %



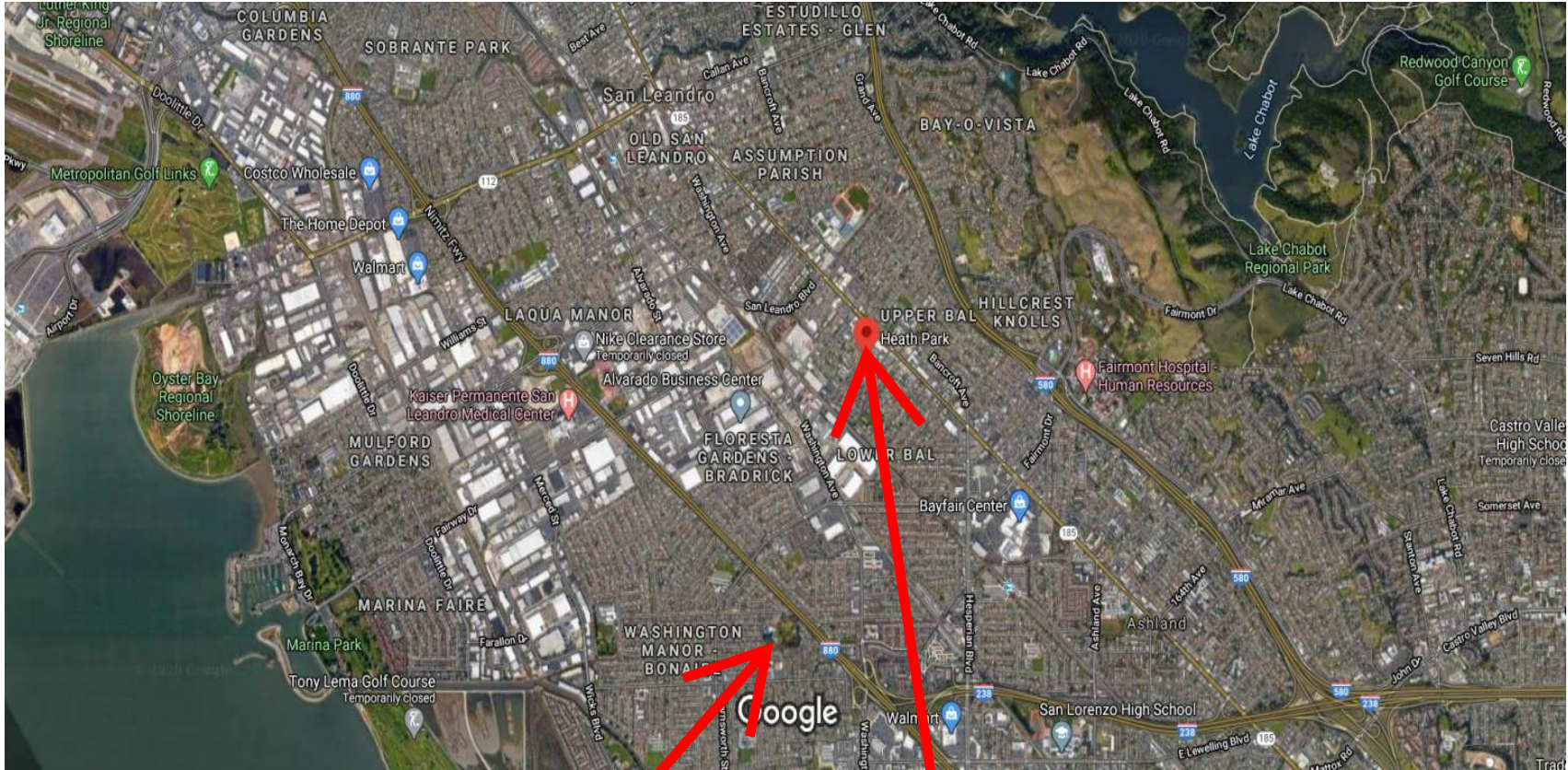
Subcontractor Listing

Date: November 20, 2022

Re: IQC Master Contract #: CA-R5-GB02-123021-NCM
Work Order #: 108351.00
Owner PO #:
Title: San Leandro - Tennis Court Resurfacing
Contractor: Newton Construction & Management
Proposal Value: \$406,754.27

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

Google Maps Heath Park



Imagery ©2020 CNES / Airbus, Landsat / Copernicus, Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2020 Google 2000 ft

Project Location-Washington Manor Park
14900 Zelma Avenue, San Leandro

Project Location-Heath Park
143rd Avenue, San Leandro



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TENNIS COURTS RESURFACING PROJECT

CITY OF SAN LEANDRO

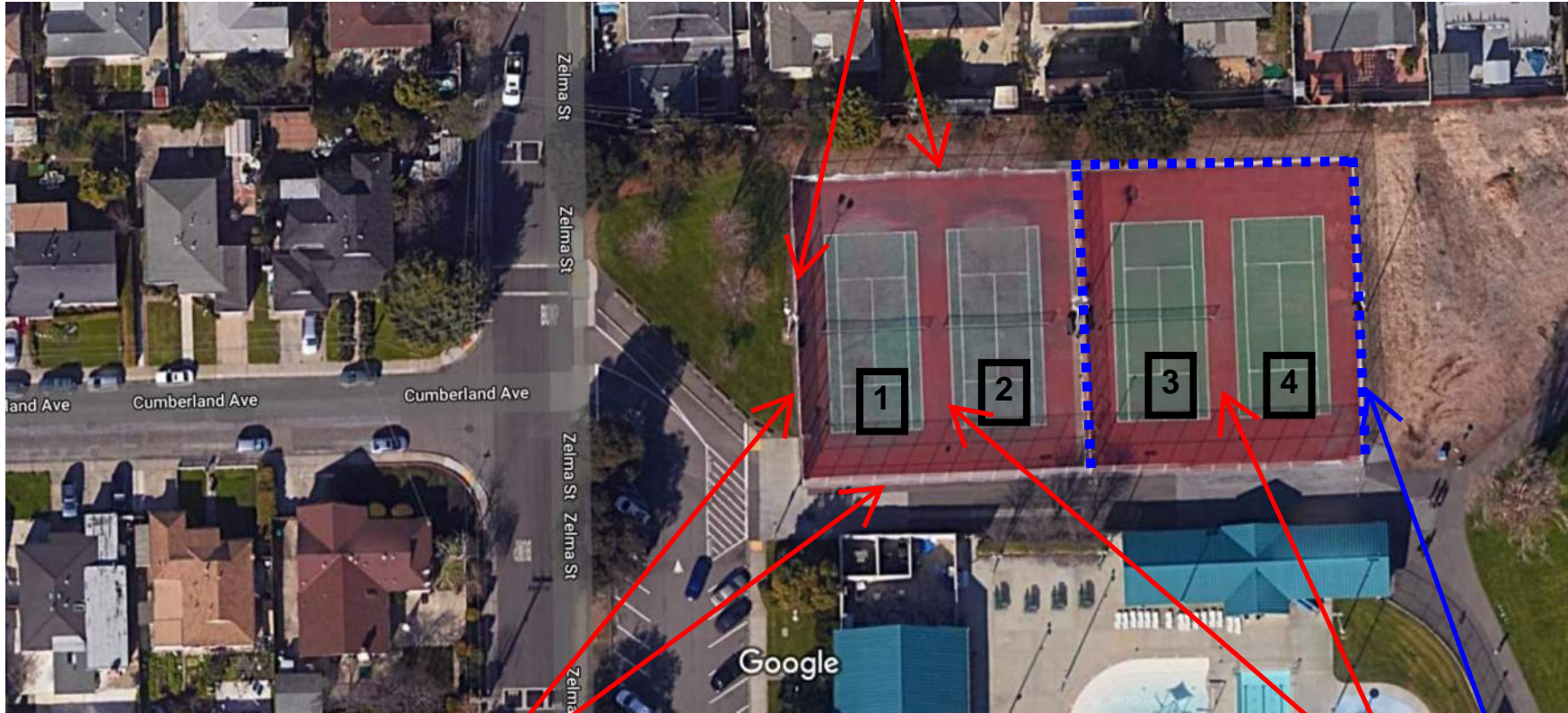
SCALE: NTS

DATE: NOV 2021



Washington Manor Park

Remove existing windscreen and install 120" high windscreen per specs. on all 4 sides*



Remove existing 192" high chain-link fabric on fence on these sides only and replace per specifications

Resurface tennis courts #1-4 per specifications and install tennis court line markings on courts 1 and 2 per Sheet 4. Install pickleball court line markings on courts 3 and 4 per sheet 5

*Alternate Bid: Install 120" high Noise Reducing Fence, AcoustiFence or equivalent



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WASHINGTON MANOR PARK TENNIS COURTS RESURFACING

CITY OF SAN LEANDRO

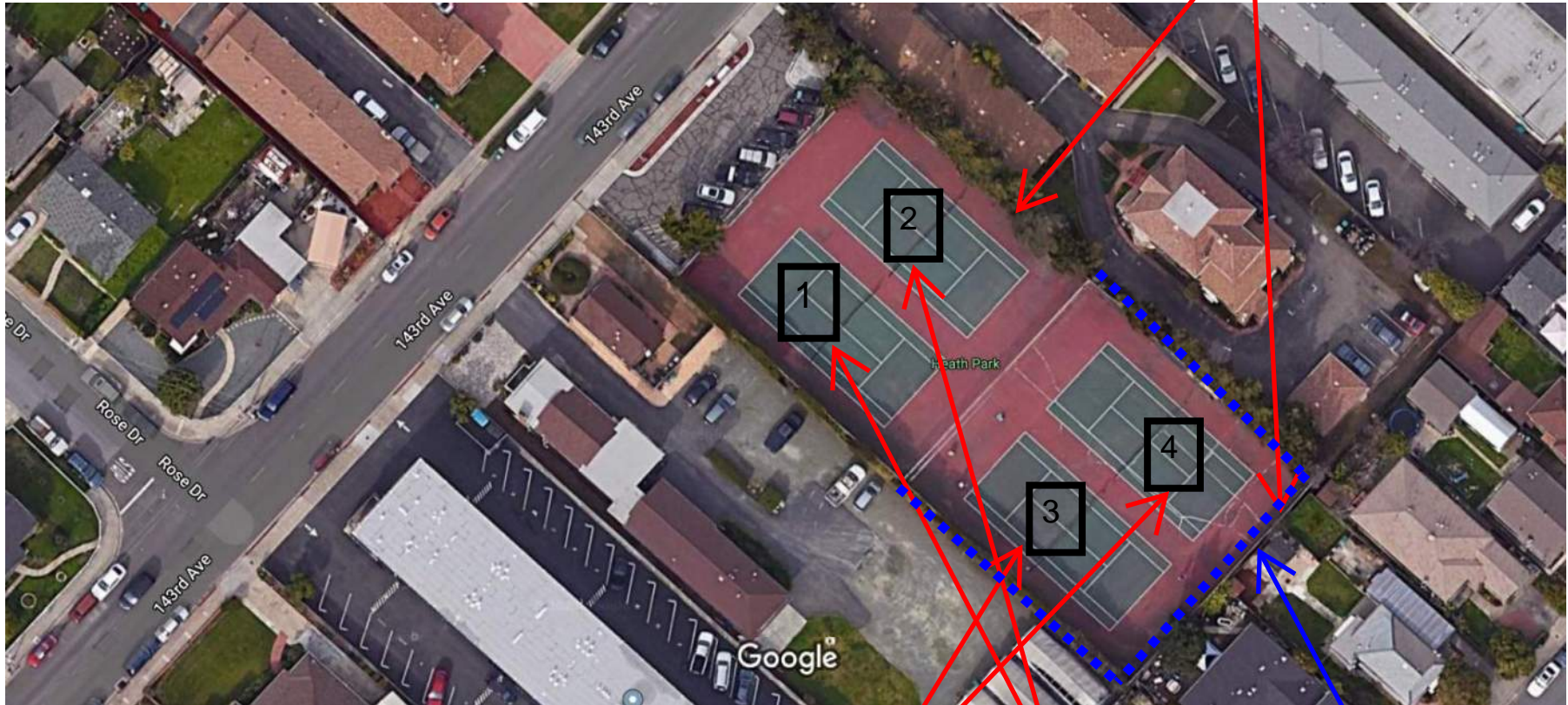
Sheet 2

SCALE: NTS

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Google Maps Heath Park

Remove existing windscreen and install 108" high windscreen on 2 sides only



Imagery ©2020 CNES / Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2020 20 ft

Resurface Tennis Courts #1-4 per specs. and install pickleball court line marking on Courts #3 and 4 per Sheet 5, total of 6 pickleball courts

Install tennis court line marking on Courts #1 and #2 per Sheet 4 (total of 2 courts)

*Alternate Bid: Install 108" high Noise Reducing Fence, AcoustiFence or equivalent



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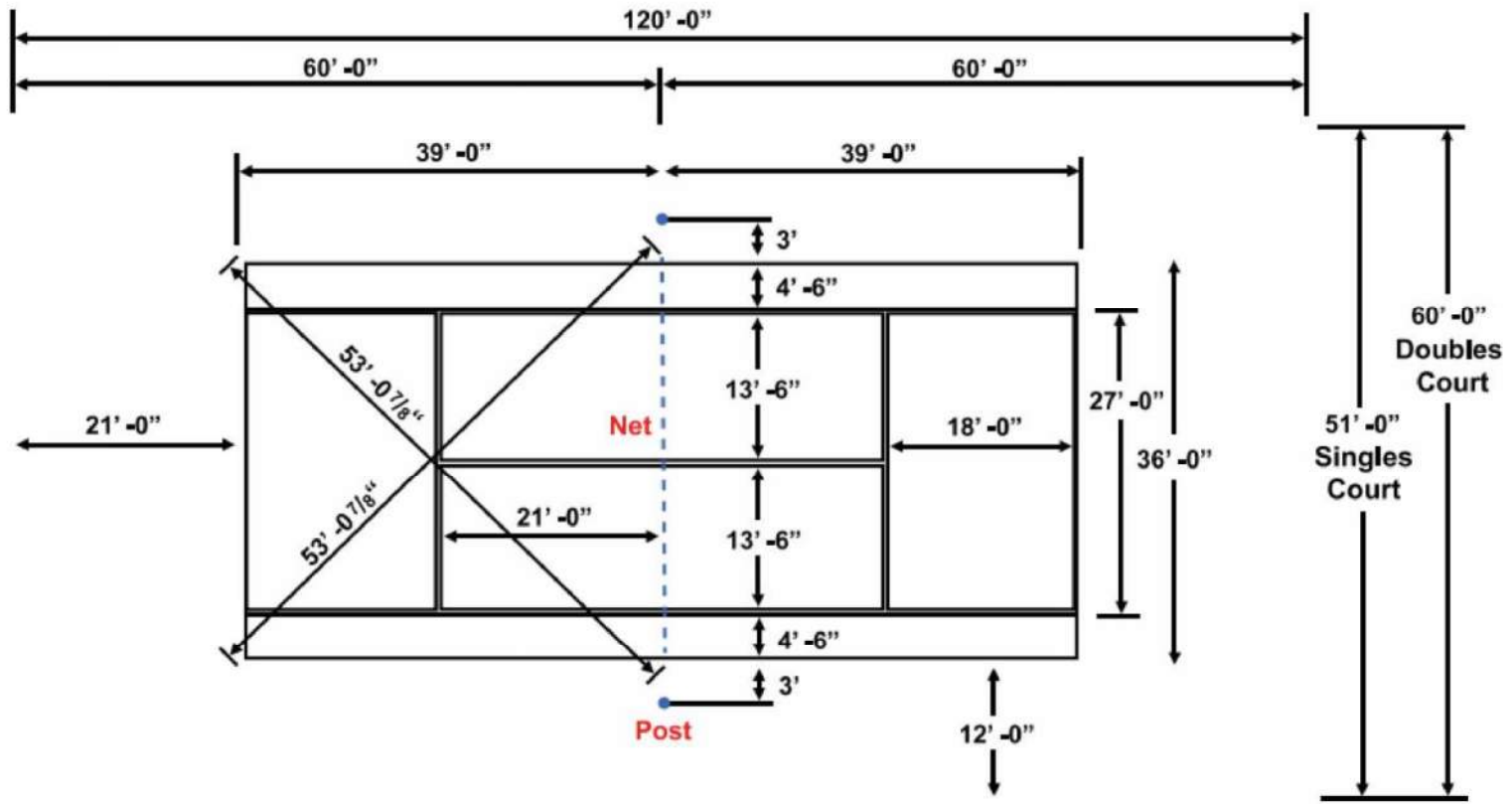
HEATH PARK TENNIS COURT RESURFACING

CITY OF SAN LEANDRO

Sheet 3

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TYPICAL TENNIS COURT LINE MARKING



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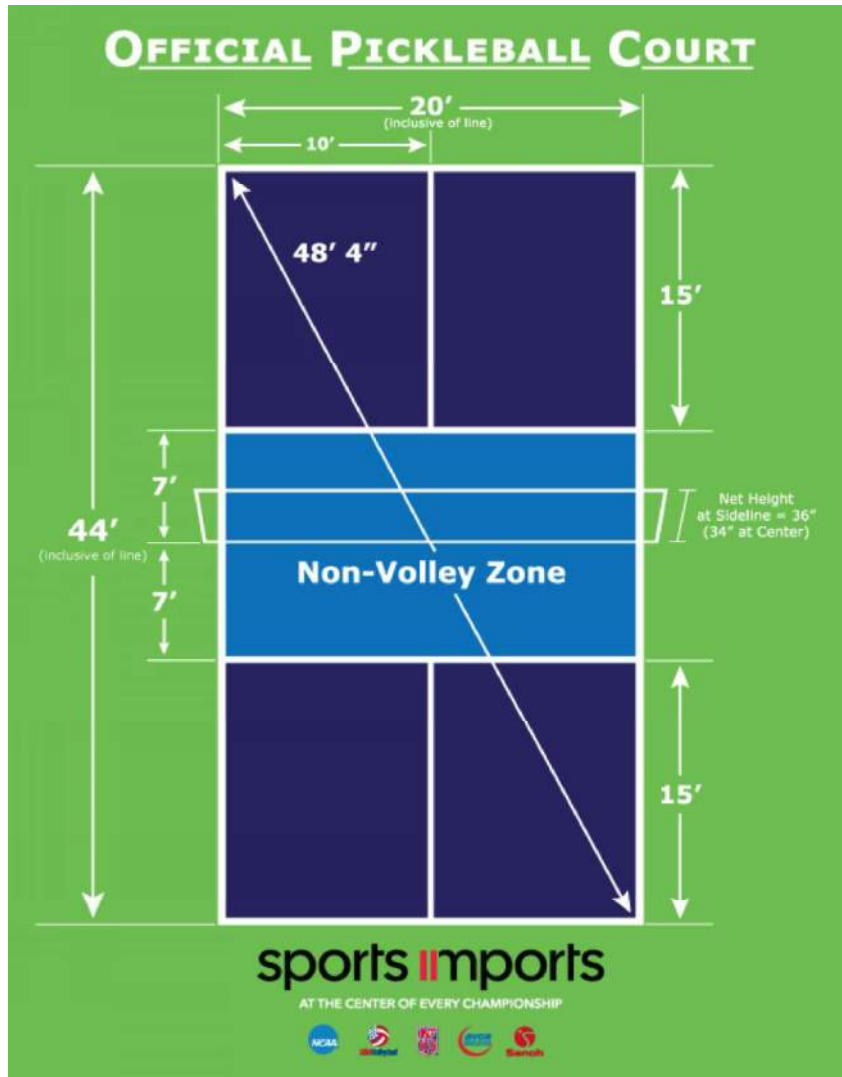
TENNIS COURTS RESURFACING PROJECT

CITY OF SAN LEANDRO

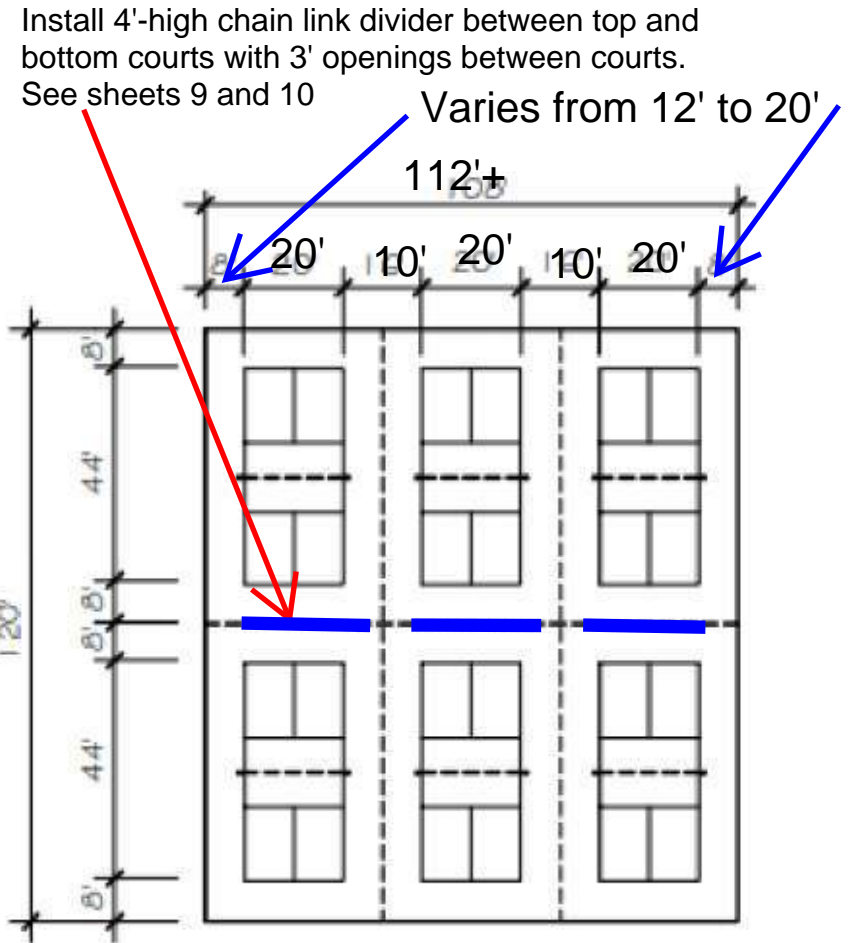
Sheet 4

SCALE: NTS

DATE: NOV 2021



TYPICAL PICKLEBALL LINE MARKINGS



CONVERSION OF 2 TENNIS COURTS TO 6 PICKLEBALL COURTS- LINE SPACING BET. COURTS AND FENCE SUBJECT TO FINAL ADJUSTMENT BY CITY



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TENNIS COURTS RESURFACING PROJECT

CITY OF SAN LEANDRO

Sheet 5

SCALE: NTS

DATE: NOV 2021

Construction Notes - Repair and Resurfacing of Tennis Courts

1. Clean and prepare surface for repair work by pressure washing the entire surface and opening up all the cracks and remove all the loose dirt, old crack repair or weeds.
2. Grind raised cracks and raised court surfaces adjacent to concrete gutter/fence.
3. Flood entire court with water and then fill all low spots with Court Patch Binder and Asphalt Emulsion (Leveling Course) to 1/8" tolerance.
4. Seal all cracks on court with court patch binder.
5. Sand down all repaired areas or buffed flush.
6. Install RiteWay Crack Repair System per manufacturer's specifications
7. Install pickleball posts (Washington Manor Park)
8. Apply 3 coats of sand filled emulsion to court surfaces.
9. Apply 3 coats of full color acrylic. Color to be determined
10. Apply line marking for tennis and pickleball courts as shown on Sheets 4 and 5. Acquire City approval prior to painting of lines.

RiteWay Crack Repair - Installation Guidelines

1. Crack must be free of dirt & debris.
2. Crack must be filled from bottom to top with court patch binder or cement and let dry.
3. Filled Crack must be scraped or buffed flush with court and cleaned, broomed and blown.
4. Area to be repaired must be DRY and at 60°F or higher.
5. First layer is to be centered over Crack by removing a few inches of the release liner exposing the soft sealant apply to Crack when centered, pull release liner to move along Crack. If Crack turns cut tape and butt up another piece and continue. Make sure there are no bubbles. If a bubble is found cut with razor knife and press out bubble. Roll with tape machine pressing firmly.
6. Apply Liquid Acrylic (NO Sand) and Latex binding formula (NO Sand) (50/50) over tape with paint roller approximately 24" wide. Apply 20" stress mat centered over first layer making sure there are no wrinkles, etc. Using roller saturate stress mat with liquid acrylic, making sure there are no bubbles and roll smooth.
7. Apply bonding edge ½ on fabric ½ on court and roll on Liquid Acrylic making sure there are no wrinkles or bubbles and let dry.
8. When dry use 9" roller to apply binding formula over the RiteWay Tape area of the repair, approximately 12" wide, let dry and repeat once more
9. When totally dry squeegee resurfacer with sand lengthwise over crack this will fill voids where layers overlap and hide the repair. Minimum of two coats required.

Repair is complete.



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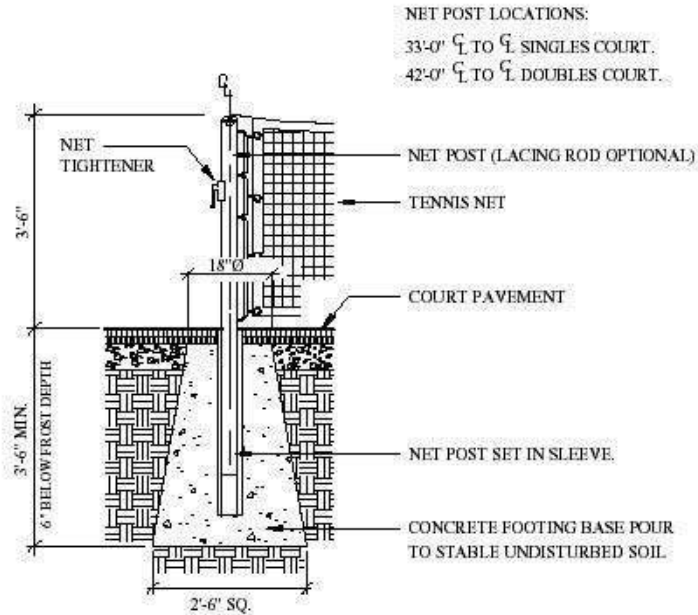
CONSTRUCTION NOTES

CITY OF SAN LEANDRO

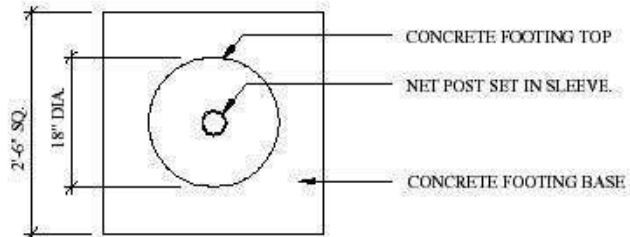
Sheet 6

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DATE: NOV 2021



SECTION



PLAN

TENNIS NET POST FOOTING

NOT TO SCALE

Install net posts or net post sleeves as follows:

1. The distance from center of post to center of post, should be 42 feet for doubles courts or 33 feet for singles courts.
2. Anchor each post in a concrete footing as shown in the diagram. Pour the concrete into a bell-shaped hole 24 inches in diameter at the top and 30 inches in diameter at the bottom. Make the hole at least 36 inches deep.
3. While pouring the concrete hold the ground sleeve in place with the plugged end down. Use a plumb line to set the sleeve pointing straight up. You may also set the net post into the sleeve and use a level. Let concrete dry.
4. The footing dimensions illustrated are approximate and may be varied in different regions according to local soil and frost conditions.

Net Posts Specifications:

1. Tennis Net Posts - Use Edwards Wimbledon 3" Square posts
2. Pickleball Net Posts - Use Edwards 3" Classic Round posts



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TENNIS NET POSTS INSTALLATION

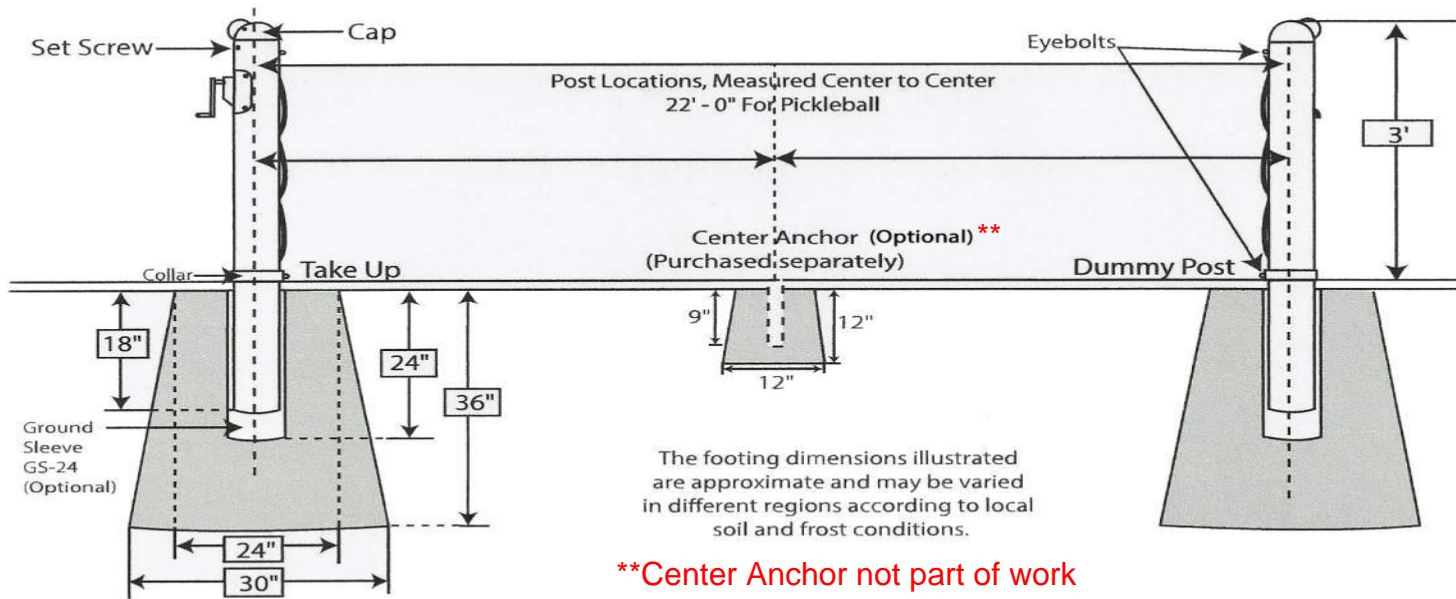
CITY OF SAN LEANDRO

Sheet 7

SCALE: NTS

DATE: NOV 2021

Post & Anchor Installation:



Hardware Includes 1 removable chrome handle and 4 eyebolts; located inside the end of take up post.

*Dimensions are not to scale

1. When Installing Post, make sure the height of the post is 1" above the net cord. The height will be about 3' above the court surface.
2. Posts should be spaced 22' apart (measured center-to-center).
3. Without Optional Ground Sleeve: Anchor each post in a block of concrete as shown in the diagram. Pour the concrete into a bell-shaped hole 24 inches in diameter at the top and 30 inches in diameter at the bottom. Make the hole at least 36 inches deep.
4. For Optional Ground Sleeve: While pouring the concrete hold the ground sleeve in place, plugged end down. Use a plumb line to set the sleeve pointing straight up. Let concrete dry. Carefully set the post in ground sleeves.
5. Adjust set screw to tighten tennis post cap.
6. Screw on top and bottom eyebolts to each post.
7. For Optional Center Anchor: The Center anchor should be 11' away from each post. Pour concrete into a bell shaped hole 9 inches in diameter at the top and 12 inches in diameter at the bottom. The hole should be 12 inches deep. While pouring, hold the anchor in place, with the narrowed end down. Make sure the anchor is plum and pointing straight up. Let concrete dry.
8. During the off season, it is best to winterize your court by removing the tennis posts and use sleeve plugs to prevent moisture and dirt from falling in.



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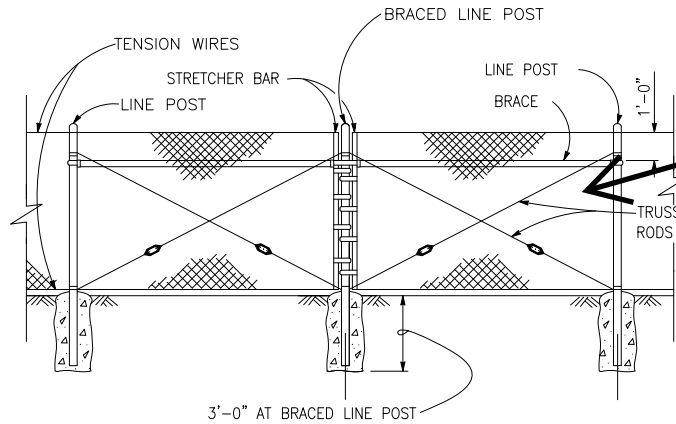
PICKLEBALL NET POSTS INSTALLATION

CITY OF SAN LEANDRO

Sheet 8

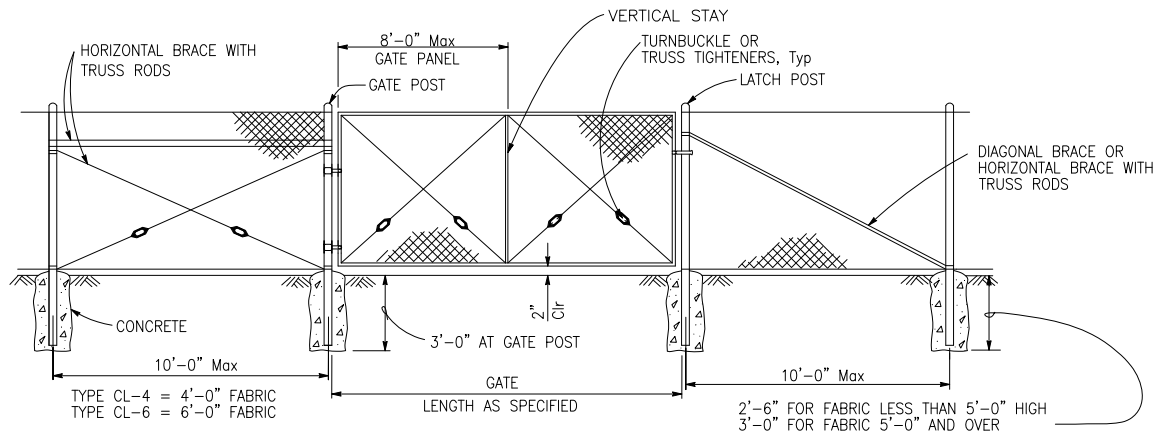
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48-INCH HIGH
 CHAIN-LINK DIVIDER
 BETWEEN PICKLEBALL
 COURTS

BRACED LINE POST INSTALLATION
 BRACED LINE POST AT INTERVALS NOT EXCEEDING 1000'



CHAIN LINK GATE INSTALLATION



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PICKLEBALL COURT CHAIN-LINK DIVIDER DETAILS

CITY OF SAN LEANDRO

Sheet 9

SCALE: NTS

DATE: NOV 2021

TYPICAL MEMBER DIMENSIONS (See Notes)										
FENCE HEIGHT	LINE POSTS				END, LATCH AND CORNER POSTS		BRACES			
	ROUND OD PIPE	WEIGHT (lb/ft)	ROLL FORMED		ROUND OD PIPE	WEIGHT (lb/ft)	ROUND OD PIPE	WEIGHT (lb/ft)	ROLL FORMED	
			U	□					U	□
			SECTION	WEIGHT (lb/ft)					SECTION	WEIGHT (lb/ft)
6'-0" AND LESS	1.900"	2.72	1.875" x 1.625"	1.85	2.375"	3.65	1.66"	2.27	1.625" x 1.25"	1.35
OVER 6'-0" TO 8'-0" Max	2.375"	3.65	2.25" x 1.70"	2.78	2.875"	5.80	1.66"	2.27	1.625" x 1.25"	1.35

NOTES:

1. THE TABLE ~~BELOW~~ SHOWS MINIMUM SIZED POSTS AND BRACES COMPLYING WITH THE SPECIFICATIONS. LARGER OR HEAVIER POST AND BRACE SIZES MAY BE USED UPON APPROVAL.
2. SECTIONS SHOWN IN THE TABLES MUST ALSO COMPLY WITH THE STRENGTH REQUIREMENTS AND OTHER PROVISIONS OF THE SPECIFICATIONS.
3. OTHER SECTIONS WHICH COMPLY WITH THE STRENGTH REQUIREMENTS AND OTHER PROVISIONS OF THE SPECIFICATIONS MAY BE USED UPON APPROVAL.
4. OPTIONS EXERCISED SHALL BE UNIFORM ON ANY ONE PROJECT.
5. OFFSET TO BE 2'-0" AT MONUMENT LOCATIONS, MEASURED AT RIGHT ANGLES TO R/W LINES. TAPER TO ACHIEVE OFFSET TO BE AT LEAST 20'-0" LONG.



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PICKLEBALL COURT CHAIN-LINK DIVIDER DETAILS

CITY OF SAN LEANDRO

Sheet 10

SCALE: NTS

DATE: Nov 2021



ACOUSTIFENCE NOISE REDUCING FENCE

SAMPLE INSTALLATION

EXHIBIT B

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

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

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

Contractor shall obey all local orders and abide by all applicable preventative measures recommended by federal, state, county and local health agencies and any preventative measures specifically implemented by the City. This includes, but is not limited to, the guidance for best construction practices published by California Department of Public Health and Cal OSHA, Alameda County Order 20-14a Appendix B1 (Updated Small Construction Safety Protocol), and Appendix B2 (Updated Large Construction Safety Protocol), and all other applicable orders and guidance promulgated by federal, state, and local government agencies. In addition, Contractor agrees when entering any City buildings, Contractor will follow all COVID-19 related signage, wear a face covering, follow all social distancing protocols, and abide by any other COVID-19 preventative measure that are in place when performing the services described in this Agreement. Contractor shall also adhere to any subsequently communicated COVID-19 preventative measures as directed by City staff. The COVID-19 preventative measures are subject to change over time, and Contractor shall maintain knowledge of and adhere to the current COVID-19 preventative measures when interacting with City employees, officials, volunteers, agents, and representatives, when entering City buildings, and while performing the services described in this Agreement.

EXHIBIT C

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

HOURS OF WORK:

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

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services or work.
- B. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes penalties per day for each worker engaged in the performance of the services described in Exhibit A that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their

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

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

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

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

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

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