



June 14, 2016

Honorable Board of Supervisors  
County of Alameda  
1221 Oak Street, Suite 536  
Oakland, CA 94612-4305

Dear Board Members:

**SUBJECT:** APPROVE AND EXECUTE CONTRACTS TO PROVIDE PROFESSIONAL  
ENGINEERING SERVICES TO THE COUNTY OF ALAMEDA

RECOMMENDATION:

Approve and execute Agreements between the County of Alameda ("County") and the following listed firms to provide Professional Engineering Services to the Public Works Agency:

1. BKF (Principal: Robert Stevens; Location: Oakland, CA) Procurement # 13753 for the period from July 1, 2016 through June 30, 2019 for three years with an option for a two year extension in the Not to Exceed amount of \$2,500,000.
2. Bellecci & Associates (Principal: Daniel Leary; Location: Pleasanton, CA) Procurement # 13755 for the period from July 1, 2016 through June 30, 2019 for three years with an option for a two year extension in the Not to Exceed amount of \$2,500,000.
3. WRECO (Principal: Han-Bin Liang; Location: Oakland, CA) Procurement # 13754 for the period from July 1, 2016 through June 30, 2019 for three years with an option for a two year extension in the Not to Exceed amount of \$2,500,000.

DISCUSSION/SUMMARY:

On-call professional engineering consulting services are required to assist the Public Works Agency staff in delivering projects. These consulting services will provide additional resources, specialized technical expertise and flexibility in adjusting staffing needs for new projects. The three (3) consulting firms BKF, Bellecci & Associates, and WRECO were selected through a competitive process to provide multi-year professional engineering consulting services to assist staff in delivery of County and Alameda County Flood Control District projects and activities.

SELECTION CRITERIA/PROCESS:

*A qualifications-based selection method was followed in accordance with Government Code Sections 4525-4529.5 for selecting professional engineering firms. In addition, firms were also required to either meet the definition of a small, local, or emerging business (SLEB) or subcontract a minimum 20 percent of the estimated contract amount with a SLEB or SLEBs.*

*A Request for Proposals (RFP) was issued on December 18, 2015, and emailed to all consultants providing engineering consulting services identified in the County SLEB and the Public Works Agency databases. The RFP was also posted on the ACPWA's website for 30 days. A Pre-Submittal Conference was held on January 12, 2016. Forty-three (43) consulting firms attended. Nine (9) consulting firms submitted responses to the RFP. Upon evaluation of the submittals, five firms were short-listed and subsequently participated in oral interviews held on May 17 and 18, 2016, at the County's office. A selection committee of one County staff, one District staff and one City of Oakland staff evaluated and rated the consultants' proposals and oral interviews. Evaluation criteria included relevant experience, qualifications, written proposal/oral presentation and interview, level of SLEB participation, and overall approach to services delivery.*

*The five shortlisted firms were ranked as follows:*

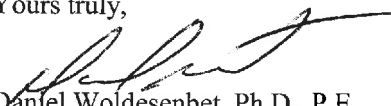
PRIME FIRM NAME	RANKING	TOTAL SCORE	SLEB CERTIFIED	PARTICIPATING SLEBs (20%)
BKF (Oakland)	1	549	NO	YES
Bellecci & Assoc. (Pleasanton)	2	518	YES	N/A
WRECO (Oakland)	3	512	YES	N/A
Michael Baker Intl. (Oakland)	4	505	NO	YES
Aliquot Assoc. (Oakland)	5	427	YES	N/A

*Based on the RFP response and the oral interviews, the three top ranked firms judged to best deliver the services required were selected to enter into contract negotiations with the County. Bellecci & Associates (#02-89979) and WRECO (#03-90320) are SLEB certified. BKF will satisfy the SLEB requirements by subcontracting at a minimum 20% of the contract amount under this agreement to Alameda County Certified SLEBs. See Attachment 1.*

#### FINANCING:

There is no impact on the County General Fund. Funding for the contracts is budgeted and allocated in the FY 2015/16 budget at \$1,860,000 for all three firms, in Fund 21801, Organization 270301, Account 610261, (Professional and Specialized Services) Program 99999. Future year funding will be approved by the Board in future MOE recommended budgets and encumbrance amount determined by the Director of Public Works.

Yours truly,



Daniel Woldesenbet, Ph.D., P.E.  
Director of Public Works

DW/JC/rk

Attachment

C: County Counsel  
Auditor-Controller  
CAO

**Attachment 1**  
**Anticipated 1<sup>st</sup> Year Allocation for On-Call Professional Engineering Services**

Firm	Location	Total Dollar Value	Local Participation		Emerging Local Participation		Small Local Participation	
			Percent	Dollar Amount	Percent	Dollar Amount	Percent	Dollar Amount
BKF	Oakland	\$600,000	100%	\$600,000				
<b>SLEB Subcontracting Information</b>								
Circlepoint Cert. # 13-00056 (small) Exp. 3/31/2017	Oakland	\$12,000					2.0%	\$12,000
TJKM Cert. # 05-90830 (small) Exp. 4/30/2017	Oakland	\$10,800					1.8%	\$10,800
Community Design + Architecture Cert. # 06-90939 (small) Exp. 9/30/2017	Oakland	\$30,000					5.0%	\$30,000
Cal Engineering and Geology, Inc. Cert. # 02-90003 (small) Exp. 3/31/2017	Oakland	\$0					0%	\$0
MGE Engineering, Inc. Cert. # 05-90808 (small) Exp. 11/30/2016	Oakland	\$30,000					5.0%	\$30,000
Alaco Engineering Cert. # 09-00099 (small) Exp. 3/31-2017	Hayward	\$37,200					6.2%	\$37,200
Associated Right of Way Services	Pleasant Hill	\$0					0%	\$0

**Professional Services Agreement**

**With**

**BKF Engineers**

**For**

**PROFESSIONAL ENGINEERING SERVICES**

**Contract No. 13753**

---



## County of Alameda

### AGREEMENT BETWEEN

#### COUNTY OF ALAMEDA AND (CONSULTANT)

This Agreement is made this 28<sup>th</sup> of June, 2016, in the City of Oakland, State of California, by and between BKF Engineers, 300 Frank Ogawa Plaza, Suite 380, Oakland, CA 94612, hereinafter referred to as "Consultant" and the County of Alameda, a political subdivision of the State of California, hereinafter referred to as "County."

### AGREEMENT

#### 1. Definitions

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

**Agreement** This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, Appendices "A", "B", "C", "D", "E", "F" and "G" attached hereto.

**CONSULTANT** BKF Engineers

**COUNTY** County of Alameda

**LOCAL AGENCY** County of Alameda

**Project** The COUNTY's project – Professional Services Agreement with BKF Engineers for Professional Engineering Services - as further described in Appendix "A", Scope of Services.

**Services** All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, coordination and administrative services.

**Subconsultants** Alaco Engineering  
Associated Right of Way Services, Inc.  
Cal Engineering and Geology  
Circlepoint,  
Community Design + Architecture  
MGE Engineering  
TJKM

#### 2. Term of Agreement

All work comprising the Services shall be deemed performed under this Agreement. The contract period will be from July 1, 2016 through June 30, 2019 with an option for a two year extension.

#### 3. Services Consultant Agrees to Perform

3.1 Consultant shall perform all Services described in Appendix "A", "Services to be Provided by Consultant", attached hereto and incorporated by reference as though fully set forth herein.

- 3.2 Consultant shall complete all Services required by this Agreement within the times specified in the Milestone Schedule in Appendix "A". Consultant agrees that the Milestone Schedule includes reasonable allowances for completion of the Services, including all time required for County's review and approval of deliverables and for approval of the deliverables by all authorities having jurisdiction over the Project and the Services. Consultant shall achieve its scheduled Milestones (as shown on the Milestone Schedule) unless an excusable event causes delay (excusable delay), and unless Consultant gives written notice of the excusable event and requests a time extension within ten days of the occurrence of the excusable event. (Excusable events shall be limited to acts of neglect by County or County's agents or consultants when acting at County's direction, breaches of this Agreement by County, Acts of God such as fire, flood, earthquake, or epidemic, or delay by a construction contractor during the construction phase of the Project, or any other circumstances beyond Consultant's reasonable control). If the period of excusable delay caused by an excusable event concurs with a Consultant- caused or other non-excusable delay, County may (but shall not be required to) grant a time extension without compensation.
- 3.3 Consultant may recover extra costs resulting from excusable delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Consultant as a direct result of the delay and not otherwise within Consultant's scope of Services, and (iii) are documented to the County's satisfaction. (For example, and not by way of limitation, contract punch list and final inspection Services, whenever performed, and Services related to correcting deficiencies in Consultant's work, shall be within Basic Services and not entitle Consultant to extra costs or Additional Services.)
- 3.4 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than excusable delays, Consultant shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of critical importance in the performance of this Agreement.

#### **4. Compensation**

- 4.1 County shall pay Consultant compensation according to the Compensation Schedule established in Appendix "B", Payments to Consultant. County shall pay Consultant in monthly payments on or before the last day of each month for Services properly invoiced by the Consultant which have been properly performed as of the last day of the immediately preceding month and is due under Appendix "B"..
- 4.2 County shall not incur any charges under this Agreement, nor shall any payments become due to Consultant for any payment period on the Project, until County receives all deliverables required under Appendix "A" for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Consultant has partially completed one or more deliverables due during a payment period, and if Consultant demonstrates diligent progress thereon, then County may make a partial progress payment based upon Consultant's percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon County.
- 4.3 County will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). County will make payment for questioned amounts(s) upon County's receipt of any requested documentation verifying the claimed amount(s) and County's determination that the amount is due under the terms of this Agreement. County shall advise Consultant, in writing, within 15 days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of County including, without limitation, Consultant's transmittal of all deliverables to County required by Appendix "A".
- 4.4 Invoices furnished by Consultant under this Agreement must be in a form acceptable to County. All amounts paid by County to Consultant shall be subject to audit by County. Payment shall be made by County to Consultant at the address stated hereinabove.
- 4.5 County may set off against payments due Consultant under this Agreement any sums that County determines that Consultant owes to County because of Consultant's errors, omissions, breaches of this Agreement, delays or other acts which caused County monetary damages. Prior to exercising such right,

County must demand and attend mediation pursuant to Section 27.3 of this Agreement, to be attended by County, Consultant, and any applicable insurance carriers; such mediation to occur within 30 days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the County's demand, then the Alameda County Superior Court may upon application by any party make such selection for the parties. If a party other than County refuses to mediate under this Section, then County shall have satisfied its obligations under this Section.

## **5. Maximum Costs**

- 5.1 County's obligation hereunder shall not at any time exceed the amount approved by the Board of Supervisors for payment to the Consultant pursuant to the terms of this Agreement.
- 5.2 Except as may be provided by applicable law governing emergency conditions, County has not authorized its employees, officers and agents to request Consultant to perform Services or to provide materials, equipment and supplies that would result in Consultant performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the County amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.
- 5.3 County shall not reimburse Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the Services, materials, equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

## **6. Qualified Personnel**

- 6.1 For purposes of this Agreement, except for notices specified under Section 17 below, County shall direct all communications to Consultant through Mr. Robert Stevens, BKF Engineers, 300 Frank Ogawa Plaza, Suite 380, Oakland, CA 94612; and Consultant shall direct all communications to County through County Project Engineer.
- 6.2 Services under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant shall conform with County's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at County's request, shall be supervised by Consultant.
- 6.3 Consultant agrees that all professional personnel assigned to the Project will be listed in its proposal, Appendix "A", attached hereto and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel are not bound by personal employment contracts to Consultant. Consultant agrees that reassignment of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of County. Any costs associated with reassignment of personnel shall be borne exclusively by Consultant.
- 6.4 Consultant agrees that should the above personnel not continue their assignments on the Project during the entire term of this Agreement, then Consultant shall not charge County for the cost of training or "bringing up to speed" replacement personnel. County may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Consultant's cost.

## **7. Representations**

- 7.1 Consultant represents that it has reviewed Appendix "A", "Services to be Provided by Consultant", and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Appendix "B", Payments to Consultant, and within the times specified in the Milestone Schedule.
- 7.2 Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior



to time such licenses and/or permits are required. Consultant also represents that it has reasonable knowledge of all applicable building codes, laws, regulations and ordinances.

- 7.3 Consultant represents that it and its subconsultants have specialized expertise in engineering services similar to those intended for the Project. Consultant agrees that the Services shall be performed in a manner that conforms to the standards of engineering practice observed by a specialist in performing services similar to the Services. Consultant agrees that for a period of one year after the completion of the Services or at the final acceptance of the construction resulting from the Services, whichever is later, it will re-perform or replace any part or all of the Services deemed by County to be defective and/or not meeting the above standard.
- 7.4 The granting of any progress payment by County, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of County or any other governmental entity, shall in no way waive or limit the obligations in this Section 7 or lessen the liability of Consultant to re-perform or replace unsatisfactory Services to the extent required by Section 7.3 above, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

## **8. Indemnification and General Liability**

- 8.1(a) To the fullest extent allowed by law, Consultant shall indemnify and hold harmless the County and County of Alameda, their Board of Supervisors, officers, employees, and representatives from and against any and all claims, actions, including administrative actions, penalties, fees or fines, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County or County employees, and the public, or damage to property, or any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by County or County, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement to the extent caused by the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

(b)The duty of Consultant to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2782.8 of the California Civil Code.

(c)The obligations set forth in this section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceeding for professional negligence would be barred by an applicable statute of repose or statute of limitation.

8.2 [Intentionally Omitted]

8.3 [Intentionally Omitted]

8.4 Consultant shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities and insurance obligations in favor of County and other Indemnitees in the exact form and substance of those contained in this Agreement.

8.5 County acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the Project site is outside of Consultant's expertise and is not included in the scope of Services Consultant is to perform nor included in Consultant's insurance. County shall hire an expert consultant in this field if the Project involves such materials. Consultant shall not be responsible or be involved in any way with the discovery, presence,

handling or removal of such materials. Consultant shall be responsible to coordinate with County's expert consultant as required by Appendix "A", Services To Be Provided By Consultant.

## **9. Liability of County**

- 9.1 Except as provided in Appendix "A", Services to be Provided by Consultant, and Appendix "C", Insurance, County's obligations under this Agreement shall be limited to the payment of the compensation provided for in Sections 3, 4 and 5 of this Agreement.
- 9.2 Notwithstanding any other provision of this Agreement, in no event shall County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 9.3 County shall not be responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented, or loaned to Consultant by County. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless County from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, County employees or third parties, or to property belonging to any of the above except to the extent caused by the sole negligence of willful misconduct of County.
- 9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which County may have under this Agreement or any applicable law. All rights and remedies of County, whether under this Agreement or other applicable law, shall be cumulative.

## **10. Independent Contractor; Payment of Taxes, and Other Expenses**

- 10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Consultant performs the Services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of its Subconsultants, its employees and its agents.
- 10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between County and Consultant. Consultant acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be County employees, and shall not be entitled to receive any benefits conferred on County employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- 10.3 Consultant shall be solely responsible for payment of any required taxes, including California sales and use taxes, and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.
- 10.4 Consultant shall be available as much as reasonably possible to County staff during the County's normal working hours or as otherwise requested by County. Terms in this Agreement referring to direction from County shall be construed as providing for direction as to policy and the result of Consultant's Services only and not as to the means by which such a result is obtained.
- 10.5 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities who are not parties to this Agreement.

## **11. Insurance**

- 11.1 Prior to execution of this Contract, Consultant shall furnish to County satisfactory proof that it maintains the insurance required by this Contract as set forth in Appendix C "Insurance," which is attached and made a part of this Contract. In the event Consultant fails to maintain any required insurance, County may

(but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due Consultant under this Contract (or Consultant shall promptly reimburse County for such expense).

## **12. Suspension of Services**

12.1 County may, without cause, order Consultant to suspend, delay or interrupt ("suspend") Services pursuant to this Agreement, in whole or in part, for such periods of time as County may determine in its sole discretion. County shall deliver to Consultant written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and Consultant shall be compensated for such delay to the extent provided under this Agreement.

12.2 Notwithstanding anything to the contrary contained in this Section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible.

## **13. Termination of Agreement for Cause**

13.1 If at any time County believes Consultant may not be adequately performing its obligations under this Agreement, that Consultant may fail to complete the Services as required by this Agreement, or has provided written notice of observed deficiencies in Consultant's performance, County may request from Consultant prompt written assurances of performance and a written plan to correct the observed deficiencies in Consultant's performance. Consultant shall provide such written assurances and written plan within ten calendar days of receipt of written request. Consultant acknowledges and agrees that any failure to provide written assurances and a written plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

13.2 Consultant shall be in default of this Agreement and County may, in addition to any other legal or equitable remedies available to County, terminate Consultant's right to proceed under the Agreement, for cause:

13.2.1 Should Consultant make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Consultant in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Consultant or of all or any substantial part of the properties of Consultant, or if Consultant, its directors or shareholders, take action to dissolve or liquidate Consultant; or

13.2.2 Should Consultant commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of written notice from County to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of 10 calendar days, Consultant must provide County within the 10 day period a written plan acceptable to County to cure said breach, and then diligently commence and continue such cure according to the written plan); or

13.2.3 Should Consultant violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten (10) days of the date of the notice from County to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of 10 calendar days, Consultant must provide County within the 10 day period a written plan to cure said violation acceptable to County, and then diligently commence and continue performance of such cure according to the written plan.)

13.3 In the event of termination by County as provided herein for cause:

13.3.1 County shall compensate Consultant for the value of the Services delivered to County upon termination as determined in accordance with the Agreement, subject to all rights of offset and back charges, but County shall not compensate Consultant for its costs in terminating the Services or any cancellation charges owed to third parties;

13.3.2 Consultant shall deliver to County possession of all tangible aspects of the Services in their then condition, including but not limited to, all copies (electronic and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with the Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.

13.3.3 Consultant shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Section shall not be interpreted to diminish any right which County may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate County for all loss, cost, damage, expense, and/or liability suffered by County as a result of such termination and failure to comply with the Agreement.

13.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by Consultant.

**14. Termination of Agreement for Convenience**

14.1 County may terminate performance of the Services under the Agreement in accordance with this Section in whole, or from time to time in part, whenever County shall determine that termination is in the County's best interests. Termination shall be effected by County delivering to Consultant, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination specifying the extent to which performance of the Services under the Agreement is terminated.

14.2 After receipt of a Notice of Termination, and except as otherwise directed by County, Consultant shall:

14.2.1 Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;

14.2.2 Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;

14.2.3 Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;

14.2.4 Assign to County in the manner, at times, and to the extent directed by County, all right, title, and interest of Consultant under orders and subcontracts so terminated. County shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;

14.2.5 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of County to the extent County may require. County's approval or ratification shall be final for purposes of this clause;

14.2.6 Transfer title and possession to County, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by County, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination (including mockups and

model(s)), completed or partially completed plans, drawings, information, in whatever form (i.e., hard-copy and electronic), all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if the Agreement had been completed, would have been required to be furnished to County.

- 14.2.7 Use its best efforts to assist County in selling, in the manner, at times, to the extent, and at a price or prices that County directs or authorizes, any property of the types referred to in Section 14.2.6, but Consultant shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at a price or prices approved by County. All proceeds from the foregoing shall be applied to reduce payments to be made by County to Consultant under this Agreement, shall otherwise be credited to the price or cost of Services covered by this Agreement or be paid in such other manner as County may direct;
  - 14.2.8 Complete performance of any part of the Services which were not terminated by the Notice of Termination; and
  - 14.2.9 Take such action as may be necessary, or as County may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which County has or may acquire an interest.
- 14.3 After receiving a Notice of Termination, Consultant shall submit to County a termination claim, in the form and with the certification County prescribes. The claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination, unless one or more extensions in writing are granted by County upon Consultant's written request made within such 3-month period or authorized extension. However, if County determines that facts justify such action, it may receive and act upon any such termination claim at any time after such 3-month period or extension. If Consultant fails to submit the termination claim within the time allowed, County may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. County shall then pay to Consultant the amount so determined.
- 14.4 Subject to provisions of Section 14.3, Consultant and County may agree upon the whole or part of the amount or amounts to be paid to Consultant because of any termination of Services under this Section. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Consultant shall be paid the agreed amount.
- 14.5 If Consultant and County fail, under Section 14.4, to agree on the whole amount to be paid to Consultant because of termination of Services under this Section, then Consultant's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of –
- 14.5.1 Reasonable value of Consultant's Services performed prior to Notice of Termination, based on Consultant's entitlement to compensation under Appendix "B", "Payments to Consultant". Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Consultant, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of 10 percent of Consultant's total costs of performing the Services.
  - 14.5.2 When, in opinion of County, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable cost to be allowed will be the estimated reasonable cost of performing Services in compliance with the requirements of Agreement and excessive actual cost shall be disallowed.

14.5.3 Reasonable cost to Consultant of handling material returned to vendors, delivered to County or otherwise disposed of as directed by County.

14.6 Except as provided in this Agreement, in no event shall County be liable for costs incurred by Consultant (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense which is not reasonable or authorized under Section 14.5.

14.7 This section shall not prohibit Consultant from recovering costs necessary to discontinue further Services under the Agreement as provided for in Section 14.2 or costs authorized by County to settle claims from Subconsultants.

14.8 In arriving at amount due Consultant under this Section there shall be deducted:

14.8.1 All unliquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of Agreement,

14.8.2 Any substantiated claim which County may have against Consultant in connection with this Agreement, and

14.8.3 The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Consultant or sold under the provisions of this Section, and not otherwise recovered by or credited to County.

14.9 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Consultant may file with County a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement which is not terminated. County may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of County and Consultant to agree upon amount or amounts to be paid to Consultant for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit County's rights and remedies at law.

## **15. Conflicts of Interest/Other Agreements**

15.1 Consultant represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections.

15.2 Consultant represents that it has completely disclosed to County all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of County, or other officer, agent or employee of County or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by County for cause. Consultant agrees to comply with all conflict of interest codes adopted by the County of Alameda and their reporting requirements.

15.3 Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the County that Consultant has no present, and will have no future, conflict of interest between providing the County the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the County. The provisions of this Section 15 shall remain fully effective indefinitely after termination of Services to the County hereunder.

## **16. Proprietary or Confidential Information of County; Publicity**

- 16.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by County and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to County. Consultant agrees that all information disclosed by County to or discovered by Consultant shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the County's interests where such confidential information could be used adversely to the County's interests. Consultant agrees to notify the County immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement.
- 16.2 Any publicity or press releases with respect to the Project or Services shall be under the County's sole discretion and control. Consultant shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies, or representatives of public bodies, without County's prior written consent. Consultant shall have the right, however, without County's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.
- 16.3 The provisions of this Section 16 shall remain fully effective indefinitely after termination of Services to the County hereunder.

## **17. Notice to the Parties**

- 17.1 Notices. All notices (including requests, demands, approvals, or other communications) under this Agreement shall be in writing.
- 17.1.1 Method of Delivery. Notice shall be sufficiently given for all purposes as follows:
- (a) When personally delivered to the recipient, notice is effective on delivery.
  - (b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.
  - (c) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
  - (d) When delivered by overnight delivery service, including Federal Express, Airborne, and United Parcel Service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
  - (e) When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt as long as (1) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a nonbusiness day.
- 17.1.2 Refused, Unclaimed or Undeliverable Notices. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.
- 17.1.3 Addresses. Addresses for the purpose of giving notice are set forth below. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this paragraph 17.

To County:  
Road Program Manager  
399 Elmhurst Street  
Hayward, CA 94544

To Consultant:  
Mr. Robert Stevens, Principal  
BKF Engineers  
300 Frank Ogawa Plaza, Suite 380  
Oakland, CA 94612

- 17.1.4 Change of Recipient or Address. Either party may, by written notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

## **18. Ownership of Results/Work for Hire**

- 18.1 Any interest (including, but not limited to, property interests and copyright interests) of Consultant or its Subconsultants, in drawings, plans, specifications, studies, reports, memoranda, computational sheets or other documents (including but not limited to, electronic media) prepared by Consultant or its Subconsultants in connection with Services to be performed under this Agreement shall become the property of and will be transmitted to County at the conclusion of this Agreement. Consultant may, however, retain one copy for its files. Notwithstanding the foregoing, in the normal course of the Consultant's activities, Consultant shall have an unrestricted right to reuse its standard construction drawings, details, specifications and other related documents, including the right to retain electronic data or other reproducible copies thereof, and the right to reuse portions or the information contained in them which is incidental to the overall design of the Project. County shall indemnify, hold harmless and defend Consultant against any and all claims, liabilities, losses and costs arising from County's use of Consultant's documents on work for which Consultant is not retained.
- 18.2 Any and all artworks, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Consultant or its Subconsultants in connection with Services performed under this Agreement shall be Works for Hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of County. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not Works for Hire under U.S. law, Consultant hereby assigns all copyrights to such works to County. With the prior written approval of the County, Consultant may retain and use copies of such works for reference and as documentation of its experience and capabilities.

## **19. Audit and Inspection Records**

- 19.1 Consultant shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Consultant during the course of performing the Services and providing services with respect to the Project, for a period of at least five years following final completion and acceptance of the Project. All such records (except for materials subject to the attorney client privilege, if any) shall be available to County, and County's authorized agents, officers, and employees, upon request at reasonable times and places. Monthly records of Consultant's personnel costs, Consultant costs, and reimbursable expenses pertaining to both Basic Services and Additional Services shall be kept on a generally recognized accounting basis, and shall be available to County, and County's authorized agents, officers, and employees, upon request at reasonable times and places. Consultant shall not destroy any Project records until after advising County and allowing County to accept and store the records.



- 19.2 Consultant agrees to maintain full and adequate records in accordance with County requirements to show actual costs incurred by Consultant in its performance of this Agreement, and to make available to County during business hours accurate ledgers, books of accounts, invoices, vouchers, cancelled checks, and accounting and other books, records and documents evidencing or relating to all expenditures and disbursements charged to County or relative to Consultant's activities under this Agreement. Consultant will furnish to County, its authorized agents, officers and employees such other evidence or information as County may request with regard to any such expenditure or disbursement charged by Consultant. Consultant will permit County, and County's authorized agents, officers, and employees, to audit, examine and make copies, excerpts and transcripts from such items, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement.
- 19.3 Consultant shall maintain all items described in Sections 19.1 and 19.2 above in an accessible location and condition for a period of not less than five years after final completion and acceptance of the Project or until after final audit has been resolved, whichever is later. If such items are not kept and maintained by Consultant within a radius of fifty (50) miles from County's offices at 399 Elmhurst Street, Hayward, California, Consultant shall, upon County's request and at Consultant's sole cost and expense, make such items available to County, and County's authorized agents, officers, and employees, for inspection at a location within said fifty (50) mile radius, or Consultant shall pay County its reasonable and necessary costs incurred in inspecting Consultant's books and records, including, but not limited to, travel, lodging and subsistence costs. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Section.
- 19.4 The rights and obligations established pursuant to this Section shall be specifically enforceable and survive termination of this Agreement.

## **20. Subcontracting/Assignment/ County Employees**

- 20.1 Consultant and County agree that Consultant's unique talents, knowledge and experience form a basis for this Agreement and that the services to be performed by Consultant under this Agreement are personal in character. Therefore, Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by County in a written instrument executed and approved by the County in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
- 20.2 Consultant shall use the Subconsultants for the scopes of work listed in Appendix A attached hereto, and shall not substitute Subconsultants unless approved by written instrument executed and approved by the County in writing.
- 20.3 To the extent Consultant is permitted by County in writing to subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder, Consultant shall comply with all applicable prompt payment laws and regulations (including, without limitation, California Civil Code Section §3321. Consultant shall remain fully liable and responsible for all acts and omissions of its Subconsultants in connection with the Services or the Project, as if it engaged in the acts and omissions directly.
- 20.4 Consultant shall not employ or engage, or attempt to employ or engage, any person who is or was employed by County or any department thereof at any time that this Agreement is in effect, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of County.

## **21. Non-Discrimination, Equal Employment Opportunity, and Business Practices**

- 21.1 Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (Americans with Disabilities Act) (as defined below), political affiliation, veteran's status, or any other non-merit

factor. To the extent applicable, Consultant shall comply with all federal, state, and local laws (including, without limitation, County ordinances, rules, and regulations) regarding non-discrimination, equal employment opportunity, affirmative action, and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.

- 21.2 Consultant shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (Americans with Disabilities Act) (as defined below), political affiliation, veteran's status, or any other non-merit factor.
- 21.3 Consultant shall, if requested to do so by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (Americans with Disabilities Act) (as defined below), political affiliation, veteran's status, or any other non-merit factor.
- 21.4 If requested to do so by the County, Consultant shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- 21.5 Consultant shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
- 21.6 Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- 21.7 The Consultant shall include the provisions set forth in 21.2 through 21.6 (above) in each of its subcontracts.

## **22. Drug-Free Workplace Policy**

- 22.1 Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on a County facility or work site. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents, or assigns shall be deemed a material breach of this Agreement.
- 22.2 If Consultant or any employee of Consultant is convicted of a criminal drug statute violation occurring at a County facility or work site, the Consultant within five days thereafter shall notify the head of the County department/agency for which the contract services are performed.

## **23. Compliance with Americans with Disabilities Act**

- 23.1 Consultant acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state, and local disability rights legislation. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement, and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns shall constitute a material breach of this Agreement.

## **24. Debarment and Suspension Certification** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- 24.1 (a) By signing this agreement and Appendix D, Debarment and Suspension Certification, Consultant/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35, and Executive Order 12549.

(b) By signing this agreement, Consultant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

## **25. Small, Local, and Emerging Business (SLEB) Participation**

25.1 Small Local and Emerging Business (SLEB) Participation: Consultant shall subcontract with Alaco Engineering, 612 B Street, Hayward, CA 94541; Cal Engineering and Geology, 119 Filbert Street, Oakland, CA 94607; Circlepoint, 1814 Franklin Street, Suite 1000, Oakland, CA 94612; Community Design + Architecture, 350 Frank Ogawa Plaza, 5th Floor, Oakland, CA 94512; MGE Engineering, 212 9th Street, Oakland, CA 94607; TJKM, 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588 for services to be provided under this Agreement in an amount equal to twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

- (a) SLEB subcontractor(s) is (are) independently owned and operated (*i.e.*, is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- (b) As is applicable, Consultant shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this Agreement.
- (c) Consultant shall not substitute or add any small and/or emerging local business(s) listed in this Agreement without prior written approval from the County. Requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County contract representative identified under Section 6.1 above. Consultant will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- (d) All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation Compliance System. Consultant and Consultant's small and/or emerging local businesses participating subcontractors on the awarded contract are required to use the Elation web-based Compliance System as described in Appendix D (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Elation Compliance System. SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

County will be under no obligation to pay Consultant for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor-Controller's Office of Contract Compliance (OCC) via E-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org)

## **26. First Source Program**

26.1 For contracts over \$100,000, Consultant shall provide COUNTY ten (10) working days to refer to

Consultant, potential candidates to be considered by Consultant to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the COUNTY that Consultant has available during the contract term before advertising to the general public.

## **27. Disputes**

- 27.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the County Engineer or his designee, and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral may be initiated by written request from either party, and a meeting between the County representative and principal of the Consultant shall then take place within five days of the request.
- 27.2 Provided that County continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute and Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Consultant agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement, including but not limited to, the time to complete the Services. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, County may terminate this Agreement for cause as provided herein.
- 27.3 In the event of claims exceeding \$50,000, as a precondition to litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified construction mediators. The parties may agree to engage in discovery prior to mediation, but if they do, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 2019, et. seq. and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

## **28. Agreement Made in California; Venue**

- 28.1 This Agreement shall be deemed to have been executed in the City of Oakland, County of Alameda. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in the County of Alameda. Consultant waives CCP §394.
- 28.2 The parties shall execute one original and three copies of this Agreement.

## **29. Compliance with Laws**

- 29.1 Consultant represents that it will comply with all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over the Project, and will provide all information, work histories, and/or verifications as requested by such authorities for security clearances or compliance.
- 29.2 Consultant further represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations, consistent with the standard of care in this Agreement.

## **30. Construction**

- 30.1 All section and paragraph captions are for reference only and shall not be considered in construing this Agreement. Each signatory to this Agreement for Consultant shall have joint and several responsibility and liability to perform the terms of this Agreement.

### **31. Miscellaneous**

- 31.1 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by County of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This section shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall be as defined by law. However, the applicable statutes of repose, California Code of Civil Procedure Sections §§ 337.1 and 337.15, shall continue to apply.
- 31.2 Any provisions or portion thereof of this Agreement, which is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law.
- 31.3 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- 31.4 If a death, serious personal injury or substantial property damage occurs in connection with Consultant's performance of this Agreement, Consultant shall immediately notify the Alameda County Risk Manager's Office by telephone. Consultant shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Consultant's subconsultant; if any; (3) name and address of Consultant's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- 31.5 Consultant further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

### **32. Entire Agreement; Modifications of Agreement**

- 32.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations, or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.
- 32.2 Consultant, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Consultant shall require its Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.

- 32.3 Consultant and its Subconsultants shall, upon request by County, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.
- 32.4 Changes in the Services made pursuant to this Section and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.
- 32.5 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of both County and Consultant expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- 32.6 Whenever the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood as the direction, requirement, or permission of County. The words "approval", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to County, unless otherwise indicated by the context.

### **33. Labor Code Requirements**

- 33.1 The Consultant shall adhere to all appropriate provisions of the California Labor Code in particular with Division 2, Part 7, Chapter 1, Articles 1-3. Any approvals, by the County, will not relieve the Consultant from the observation and/or adherence to the provisions of the California Labor Code.
- 33.2 The Consultant and any subcontractor shall pay not less than the specified general prevailing rates of wages to all workers employed in the execution of the contract. General Prevailing rates of per diem wages shall be those general wage determinations made by the Director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract.
- 33.3 Copies of the prevailing rate of per diem wages are on file with the Contract Compliance Officer, County of Alameda, 951 Turner Court, Room 100, Hayward, CA 94545.
- 33.4 The Consultant shall post, on the job site, a copy of the prevailing rates of per diem wages as determined by the Director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker needed to execute the contract.
- 33.5 Premium pay for Saturdays, Sundays, holidays and overtime shall be as determined by the Director of the Department of Industrial Relations, State of California for each craft, classification or type of worker required in the execution of the contract. Holidays for which the general prevailing hourly wage rate for holiday work shall be paid, shall be all holidays recognized in the collective bargaining agreement on file with the Director of the Department of Industrial Relations, State of California, applicable to the particular craft, classification, or type of worker employed on the project.
- 33.6 Health and welfare, pension, vacation/holiday, apprenticeship or other training programs and any other employer payments required in the execution of the contract shall be as determined by the Director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract.
- 33.7 Hours of work per day or week shall be as determined by the director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract. Eight hours labor constitutes a legal day's work.
- 33.8 Pursuant to Section 1773.8 of the Labor Code, travel and subsistence payments shall be made to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Director of the Department of Industrial Relations, State of California.
- 33.9 The Consultant, or any subcontractor, shall comply with all provisions of Section 1777.5 of the Labor Code pertaining to the employment of apprentices on public works projects. The responsibility for

compliance with all the provisions of said Section 1777.5 for apprenticeable occupations is vested with the Consultant. In the event the Consultant willfully fails to comply with Section 1777.5, said Consultant shall be denied the right to bid on any public works contract for a period of up to one year for the first violation and up to three years for the second or subsequent violation with the period running from the date the determination of non-compliance is made. The interpretation and enforcement of Section 1777.5 shall be in accordance with rules and procedures prescribed by the California Apprenticeship Council.

33.10 The Consultant shall comply with the Labor Code Sections 1774 and 1775. In accordance with said Section 1775, the Consultant shall forfeit, as a penalty, not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of Industrial Relations, State of California, for such work or craft in which such worker is employed for any work done under the contract by the Consultant, or by any subcontractor, in violation of the provisions of the Labor Code, and, in particular, Labor Code Sections 1770 to 1780 inclusive. In addition to said penalty, and pursuant to said Section 1775, the difference between such stipulated 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 stipulated prevailing wage rate, shall be paid to each worker by the Consultant

33.11 Eight hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty, Twenty-Five Dollars (\$25.00) for each worker employed in the execution of the contract by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and, in particular, Sections 1810 to 1814 thereof, inclusive, except that work performed by employees of the Consultant in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one-and-one-half (1-1/2) times the basic rate of pay, as provided in Section 1815 of the Labor Code.

33.12 In accordance with Section 1776 of the Labor Code:

33.12.1 The Consultant and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, ethnic code, 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 by said Consultant or subcontractor in connection with the work.

33.12.2 The payroll records enumerated in Section 33.12.1 shall be certified, and shall be available for inspection at all reasonable hours at the principal office of the Consultant on the following basis:

33.12.2.1 A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

33.12.2.2 A certified copy of all payroll records enumerated in Section 33.12.1 shall be forwarded weekly to the Contract Compliance Officer via the Inspector at 951 Turner Court, Hayward, CA 94545, and shall be made available for inspection or furnished upon request to a representative of the County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations, State of California.

33.12.2.3 A certified copy of all payroll records enumerated in Section 33.12.1 shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County, the Division of Apprenticeship Standards, or the Division of Labor Standards

Enforcement. The public shall not be given access to such records at the principal office of the Consultant.

- 33.12.3 The Consultant shall file a certified copy of the records enumerated in Section 33.12.1 with the entity that requested such records within ten (10) days after receipt of a written request.
- 33.12.4 Any copy of records made available for inspection as copies and furnished upon request to the public or to any public agency by the County, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner so as to prevent disclosure of an individual's name, address and social security number. The name and address of the Consultant awarded the contract or performing the contract shall not be marked or obliterated.
- 33.12.5 The Consultant shall inform the County of the location of the records enumerated under Section 33.12.1 including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and/or address.
- 33.12.6 In the event of noncompliance with the requirements of said Section 1776 of the Labor Code, the Consultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects such Consultant must comply with said Section. Should noncompliance still be evident after such ten-day period, the Consultant shall, as a penalty, forfeit Twenty-Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- 33.12.7 The responsibility for compliance with Section 1776 of the Labor Code shall be a responsibility of the Consultant.
- 33.13 A certified copy of all payroll records enumerated in the above Section 33.12 shall be sent weekly to the Contract Compliance Officer via the Inspector at 951 Turner Court, Hayward, CA 94545.
  - 33.13.1 Certified weekly payrolls shall show the wages and benefits paid to each employee, the employee's job classification, sex and ethnic code. Payrolls will be submitted by the Consultant and each subcontractor via the Consultant.
  - 33.13.2 This provision applies to all classifications, including truckers.
- 33.14 Requests for information relating to labor compliance records, including certified payroll records enumerated in Section 33.12, shall be made through the Contract Compliance Officer at 951 Turner Court, Room 100, Hayward, CA 94545.
- 33.15 Failure to file certified copies of the records enumerated in Section 33.12.1 with County representatives may result in conditioning amounts of any progress payment due.
- 33.16 The Consultant assures that he/she/it will comply with the Americans with Disabilities Act (ADA) and Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.
  - 33.16.1 The Consultant shall, in all solicitations or advertisements for applicants for employment placed as a result of this contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - 33.16.2 Consultant shall, if requested to so do by the County, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

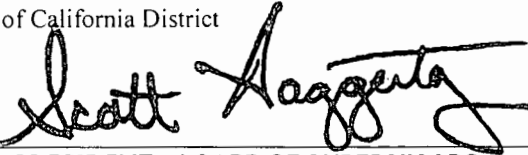


- 33.16.3 If requested to do so by the County, Consultant shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- 33.16.4 Consultant shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
- 33.16.5 Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- 33.16.6 The Consultant shall include the provisions set forth in Sections 33.16.1 through 33.16.5 in each of its subcontracts.
- 33.16.7 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS POLICY FORM:  
The Consultant must post the Equal Employment Opportunity Practices Provisions Policy in a conspicuous place at each construction site. A sample form shall be provided.
- 33.17 Non-compliance with the provisions of the Equal Employment Opportunity Practices policy is subject to the provisions outlined below.
  - 33.17.1 If County finds that the Consultant has violated the Equal Employment Opportunity Practices Provisions policy, the Director of Public Works (or designee) shall hold a meeting with the Consultant for the purpose of determining whether the Consultant is out of compliance. If after the meeting the Consultant is found to be still out of compliance, the Consultant will be notified of a public hearing. The public hearing will be held before the Board of Supervisors with a minimum five calendar-day notice to the Consultant. If the Board of Supervisors finds that there has been a violation, the County will notify the Consultant in writing of the sanctions to be imposed.
  - 33.17.2 In addition, the County shall deem a finding by the Fair Employment Practice Commission that there was willful violation of the California Fair Employment Act also to be a violation by the Consultant of the Equal Employment Opportunity Practices Provisions requirements of the contract, and such violation shall be subject to the sanctions provided herein.
- 33.18 A finding at the public hearing that there has been violation of the Equal Employment Opportunity Practices Provisions requirements of the contract shall be cause for the Board of Supervisors to impose any or all of the following sanctions:
  - 33.18.1 Withhold an additional ten percent (10%) of all further contract progress payments until the Consultant provides evidence satisfactory to the Board of Supervisors that the condition of non-compliance has been corrected.
  - 33.18.2 Suspend the contract until such time as the Consultant provides evidence satisfactory to the Board of Supervisors that the condition of non-compliance has been corrected.
  - 33.18.3 Terminate the contract and collect appropriate damages from the Consultant.
  - 33.18.4 Declare that the Consultant is a non-responsible bidder, and is ineligible to make bids on future County contracts for a stated period of time or until the Consultant can demonstrate to the satisfaction of the Board of Supervisors that the violation has been corrected.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below their respective authorized signatures.

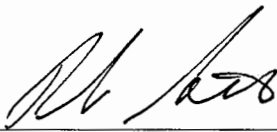
"COUNTY"

COUNTY OF ALAMEDA, a political subdivision of the  
State of California District

By:   
PRESIDENT - BOARD OF SUPERVISORS  
JUL 15 2016

Date: \_\_\_\_\_

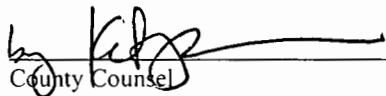
BKF Engineers

By:   
ROBERT STEVENS, PRINCIPAL

Date: 6/10/2016

94-1729773  
TAX IDENTIFICATION NUMBER

Approved as to form:  
Donna R. Ziegler, County Counsel

  
County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

\*\*\* END OF STANDARD AGREEMENT \*\*\*



## APPENDIX A

### SERVICES TO BE PROVIDED BY CONSULTANT

1. This is an appendix attached to, and made a part of the Agreement dated 28<sup>th</sup> of June, 2016, between the County of Alameda ("County") and BKF Engineers ("Consultant"), providing for professional services.

1.1 The County's Proposed Project – Professional Services Agreement with BKF Engineers for Professional Engineering Services in Alameda County.

1.2 Consultant Team

Consultant's team consists of

BKF Engineers, 300 Frank Ogawa Plaza, Suite 380, Oakland, CA 94612

Alaco Engineering, 612 B Street, Hayward, CA 94541

Associated Right of Way Services, Inc., 2300 Contra Costa Blvd., Suite 525, Pleasant Hill, CA 94523

Cal Engineering and Geology, 119 Filbert Street, Oakland, CA 94607

Circlepoint, 1814 Franklin Street, Suite 1000, Oakland, CA 94612

Community Design + Architecture, 350 Frank Ogawa Plaza, 5th Floor, Oakland, CA 94512

MGE Engineering, 212 9th Street, Oakland, CA 94607

TJKM, 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588

Consultant shall provide civil engineering services, and is the prime consultant, with the other consultants serving as subconsultants.

1.3 Scope of Project

Refer to Appendix A Exhibit A-1 attached hereto.

1.4 Consultant's Milestone Schedule and Deliverables

The Milestone Schedule shall be in accordance with Appendix A Exhibit A-1 attached hereto. The deliverables shall be as specified in Appendix A Exhibit A-1 attached hereto.

1.5 Personnel and Subconsultants

Consultant shall use only the personnel and subconsultants identified herein.

2. General Requirements

2.1 General Criteria Governing Consultant's Service

2.1.1 The Project shall be developed and designed to meet all applicable and the most current codes, laws, regulations, and professional standards. Certain exceptions are possible, but only when the County grants a written exemption to a specific standard or regulation.

2.1.2 Consultant shall review existing County data, reports, plans, and other information regarding the site, and perform field investigations as necessary to become familiar with the site. Consultant shall make an independent assessment of the accuracy of the information provided by the County concerning existing conditions (including, but not limited to, existing utilities and structures) and conduct such further investigations of existing conditions as are necessary for Consultant to perform the Services. Consultant shall rely on the results of its own independent investigations and not on information

provided by County. Consultant shall review supplied design information and advise County of its adequacy for Consultant's work and advise County of any further design or other services necessary to complete the Project.

- 2.1.3 Unless otherwise permitted in writing by County, Consultant shall not specify or recommend unique, innovative, proprietary or sole source equipment, systems or materials. In the event Consultant requests to specify or recommend a proprietary or sole source design or equipment, Consultant shall provide County with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. County will consider such evaluation in making its decision.

## 2.2 General Scope of Consultant's Services

- 2.2.1 Consultant's services shall include all professional services within the scope of Consultant's professional discipline (including Consultant's team's professional disciplines) necessary to accomplish the tasks defined throughout this Appendix. These services will include, but are not limited to, the services outlined in Consultant's proposed scope of services annexed to this Appendix as its Exhibit A-1. Consultant shall have adequate personnel, facilities, equipment and supplies to complete Consultant's Services.
- 2.2.2 Performance of Services will require Consultant to work with, meet with, and attend meetings with County staff, with other governmental agencies, and with such other consultants as Consultant determines necessary, to the extent necessary for performance of Consultant's duties under this Agreement (including, but not limited to, Consultant's express duties of coordination with other consultants).
- 2.2.3 Consultant shall engage all appropriate specialty subconsultants as are necessary for proper completion of Consultant's Services in accordance with the scope of work specified herein and utilizing the consultants as specified in Exhibit A-1, at the sole expense of Consultant. Consultant's contracts with its subconsultants (and their contracts with their subconsultants) shall incorporate this Agreement by reference to the extent not inconsistent with the subconsultant's scope of work. Consultant shall secure County's prior written approval for any subconsultants not listed in Exhibits 1 and this Appendix. Consultant shall require each of its subconsultants to execute agreements containing standard of care and indemnity provisions coextensive with those in this Agreement and which will indemnify and hold County harmless from any negligent errors or omissions of the Subconsultants.
- 2.2.4 Consultant shall provide County with written evaluations, when applicable, of the effect of any and all governmental and private regulations, licenses, patents, permits, and any other type of applicable restriction and associated requirements on the Services and its incorporation into the Project, including but not limited to, all requirements imposed by the Regional Water Quality Control Board, California Uniform Building Code and California Regulations (including, but not limited to, Title 24). Consultant may incorporate these written evaluations into its deliverables as expository of the report and design solutions provided.

## 2.3 Coordination of Services with the Project, County's Consultant Team, and County Staff

- 2.3.1 Consultant shall fully coordinate its Services with the services of all engineering disciplines and subconsultants involved in completing the Project. For projects requiring the development of construction designs, the objective of this coordination shall be the development of a comprehensive and workable design for the site work portion of the Project and preliminary design for balance of the Project, with consistency in engineering standards, any construction methods anticipated, construction details, materials specifications and approaches, to secure practical, consistent and economic design solutions. Consultant shall immediately advise County in writing if any County staff or consultant fails in any manner to coordinate its work with Consultant, and the nature of the non-compliance.

2.3.2 Consultant shall provide appropriate safety training for Consultant's personnel. Consultant shall review and train Consultant's personnel in appropriate safety procedures for work in the Project area. Consultant shall require all personnel under Consultant's direction to wear safety equipment such as orange vests and appropriate shoes, ear, and eye protection whenever these precautions are required by OSHA safety standards. Consultant shall provide all safety equipment for Consultant's personnel.

#### 2.4 Deliverables and Completion Dates Required Under this Agreement

The Consultant shall provide required deliverables as outlined in the Scope of Project annexed as Exhibit A-1. Each deliverable shall be reviewed with representatives of the County. The County shall make a reasonable determination of the acceptability of the deliverables. Consultant shall promptly correct deficiencies that County reasonably identifies in the deliverables and shall promptly make modifications to conform with Project requirements and modifications to achieve acceptability of deliverables to County, and the cost thereof is included in the fee for Basic Services. (If Consultant should disagree with County's determination, Consultant shall make the changes requested by County under a reservation of rights to request additional compensation and shall submit separate supporting documentation for the additional charge.)

#### 2.5 Monthly Progress Update

With each request for payment, Consultant shall provide County with a written Monthly Progress Update. The Monthly Progress Update shall cover the Consultant's percent complete for each phase of the work as outlined in the "Monthly Billing Breakdown" in accordance with Appendix B, Item 2. If applicable, the Monthly Progress Update shall identify any actions and approvals needed, and any problems in performing the Services (whether by Consultant, County, or any third party) of which Consultant becomes aware.

**APPENDIX A, EXHIBIT A-1**  
**SCOPE OF PROJECT**

This will describe the Professional Services that will be assigned to the Contractor by the County during the duration of the project:

**ASSIGNMENT OF PROJECTS AND NOTICE TO PROCEED**

Each project assigned to the Contractor by the County, as administered by this Agreement, shall commence with a request from the County for a Scoping Meeting. The Scoping Meeting shall be attended by representatives of the County, the Contractor and their sub-contractors to determine which tasks will be performed for a particular project.

After the Scoping Meeting, the Contractor shall prepare a Project Schedule, a Project Cost Estimate and a Project Schedule of Deliverables for submittal to the County. Appropriate software versions of AutoCAD Civil 3D, Microsoft Office and any other software necessary to complete the project shall be listed in the Project Schedule of Deliverables.

The County will review the Project Schedule, Project Cost Estimate and Project Schedule of Deliverables and will either approve, or provide comments for resubmittal of, the Project Schedule, Project Cost Estimate and Project Schedule of Deliverables.

Upon approval by the County of the Project Schedule, Project Cost Estimate and Project Schedule of Deliverables, the County will issue a Notice to Proceed for the Project.

The Notice to Proceed will cover only the tasks listed in Project Schedule, Project Cost Estimate and Project Schedule of Deliverables. Any additional work will be assigned with subsequent Scoping Meetings and Notices to Proceed.

**PRELIMINARY ENGINEERING:**

The Consultant may provide Preliminary Engineering planning, scoping, and conceptual design services as called for in each Notice to Proceed. Preliminary Engineering services may include, but are not limited to: project management tasks, performing boundary and topographic surveys (design level accuracy), performing assessments, studies, and recommending alternative improvements for PS&E development, public outreach, preliminary right of way engineering and environmental clearances.

**PROJECT MANAGEMENT**

In close consultation with ACPWA, the Consultant will be responsible for project management activities including: Oversight, Scheduling, Reporting, Meeting Coordination, Record Keeping and Quality Assurance/Quality Control.

**OVERSIGHT:** The Consultant will be expected to oversee and responsibly manage the costs, staff and resources of its own team.

**SCHEDULING:** The Consultant will be expected to develop and maintain a critical path master project schedule broken down by individual tasks and will incorporate a sub-schedule for each critical project element, such as survey, studies, reports, environmental & right of way assessments, alternatives, etc. Milestones, major deliverables, and percent complete for each task will be included on the schedule. The master schedule will include all known and anticipated logic ties and constraints between project elements. The sub-consultant schedules will be integrated into the master schedule so that they correspond to the work and division of responsibilities. The master project schedule will be submitted to ACPWA and other stakeholders for review and approval. The approved schedule will then be used to establish deadlines for receiving comments and decision making. The project schedule must be updated on a monthly basis and submitted to ACPWA with the monthly progress report.

**REPORTING:** The Consultant will be expected to prepare monthly progress reports to be delivered with the monthly invoice. The progress report will discuss work items that have been completed during the previous

reporting period, relative progress compared to the project budget and schedule, work to be performed during the coming period, and developing issues that may affect scope, schedule, or budget. The Consultant must submit the report using an ACPWA approved outline.

**MEETING COORDINATION:** The Consultant will be expected to organize and conduct regular monthly meetings among its team members as well as any other necessary project meetings with ACPWA staff to ensure that progress is mutually understood and that issues are discussed in a timely manner. The Consultant will develop and distribute agenda and meeting minutes. ACPWA staff will review and approve agenda and meeting minutes prior to distribution. The Consultant shall use an agenda with an ACPWA approved outline.

**RECORD KEEPING:** The Consultant and any sub-consultants will be expected to maintain Project files in accordance with Caltrans' Uniform Filing System or another filing system approved by ACPWA. The Consultant shall maintain files that include all correspondence, documentation and data resulting from or related to the Consultant's services, including but not limited to test results, survey files, engineering computations, assumptions, working drawings, meeting minutes, memos, and transmittals. Consultant shall compile and maintain project files commencing upon the Notice to Proceed incorporating writings, documentation and data as generated, and continuing through completion and acceptance of the services, including required deliverables. The Consultant shall make all files available for review upon request. The Consultant shall submit all original files to ACPWA by 30 calendar days following a request to do so, or 30 calendar days following Consultant's completion of, and ACPWA's acceptance of, all services and deliverables required for the project, whichever is earlier. Files shall be submitted prior to final project payment.

**QUALITY ASSURANCE:** The Consultant will be expected to develop a Quality Assurance/Quality Control (QA/QC) Manual and Project Management Guide to be approved by the County. It will be used to perform QA/QC reviews to assure control of quality during development of the design services. Deliverables will be checked by the Consultant's project staff and will receive quality reviews before being released to anyone outside the team. Sub-consultants will perform similar reviews before submittal of documents to Consultant for further processing to the County. QA/QC will be a scheduled and budgeted task within the development of each deliverable. In addition to normal, ongoing routine checking and review, milestone and final reviews of plans, estimates, and reports will be conducted to assure consistent quality and accuracy. Preparation of design calculations, design criteria, technical studies, reports, and cost estimates will conform to the procedures and guidelines established in the Consultant QA/QC Manual. Project Engineers will review and initial all Consultant produced originals as a record of routine checking and quality control measures taken in review of design calculations. The Consultant shall provide copies of all QA/QC review markups to the County with each milestone submittal.

## **ASSESSMENTS, STUDIES, AND RECOMMENDATIONS FOR IMPROVEMENT**

At a minimum, the Consultant will assess existing project site conditions, perform pertinent studies, and make recommendations/develop alternatives for improvement.

The Consultant is expected to review existing County data, utility information, reports, plans and other information regarding the project site and its conditions. The Consultant will then advise ACPWA of its adequacy for completing its work and what additional information, assessments and studies are believed to be necessary. Existing data, from which critical decisions are to be made, should be verified by the Consultant. The Consultant must rely on its own independent assessments and investigations and not on information provided by ACPWA. Proceeding with new assessments and studies must be first approved by ACPWA.

Design considerations shall include: safety; preservation of the environment, natural waterways and land; traffic flow; livability/multi-modal; and sustainability. All applicable requirements of the current Municipal Regional Permit, and any future Municipal Regional Permit that the County may be subject to, shall apply for this project.

**ENVIRONMENTAL ASSESSMENT:** Consultant will conduct an environmental evaluation to identify potential impacts and issues related to cultural resources, biological resources, hazardous waste, hydrology/floodplains, scenic/visual resources, clean water, construction noise and air quality, and other related impacts as appropriate.



## **BOUNDARY AND TOPOGRAPHIC SURVEYS (DESIGN LEVEL ACCURACY)**

Using County specified Datum & Coordinate System, the consultant's California Licensed Land Surveyor (Surveyor) shall prepare and submit to the Engineer for review and approval a complete set of "Topographic Plan Drawings" that delineates all existing roadway improvement features as well as any additional features needed to perform final design of the selected improvement to a level of accuracy sufficient to design the project.

The Consultant is expected to research and collect data from County records for use in establishing and mapping the existing public right-of-way and adjacent private property line boundaries. Easements and other property encumbrances must also be researched and included on the survey map. Supplemental Field topographic surveys will be performed to supplement topographic mapping in areas that are deemed necessary by the Consultant. This will entail surveying areas that have incomplete or insufficient data where additional field condition verification is needed to complete relevant design data information.

Mapping shall delineate all existing roadway improvement features, including but not limited to, all types of signing (provide MUTCD sign designation), striping (provide Caltrans striping designation), monuments, reflectors, markers, delineators, guardrails, and all other types of markings, curb, gutter, sidewalk, ramps, driveways, median strip, edge of pavement, fences along property line, signs, trees (including diameter), shrubs, bushes, guard/wood post rails, traffic signals, traffic loops, utility poles, pavement markings, property lines, utility structures, drainage channels and facilities.

The scaled plan drawings must be wet stamped and signed by a Land Surveyor licensed in the State of California. The drawings shall be created using AutoCAD Civil 3D and ACPWA drawing standards, templates, and alpha codes for the insertion of all blocks, layer control, planimetric, features and fault lines. All monuments, monument lines, benchmarks and control points used are to be shown on the map.

## **PUBLIC OUTREACH**

The Consultant is expected to develop and implement a project communication/public outreach plan and conduct public meetings to solicit input on the project and its objectives. The meetings will allow members of the public to provide input on the proposed project throughout the planning and design stages. The meetings will be facilitated in such a way as to maximize the opportunity for input by attendees. In addition to the residents, the process will also include outreach to businesses, affected agencies, utilities, and other stakeholder groups. The Consultant shall be responsible for preparing meeting notices and mailouts, agendas, PowerPoint presentations, exhibits & renderings, handouts, and meeting minutes.

## **PRELIMINARY RIGHT OF WAY ENGINEERING**

The Consultant is expected to identify all right of way needs for the proposed alternatives and prepare preliminary right of way cost estimates.

## **ENVIRONMENTAL CLEARANCE**

The Consultant is expected to take a lead role in securing environmental clearance. Upon selection of the preferred alternative for the Final Design, the consultant shall initiate the environmental approval process. Preparation and approval of the appropriate State or Federal environmental documents and any necessary supporting studies and reports will be the responsibility of the Consultant.

## **DESIGN ENGINEERING**

The Consultant may provide Design Engineering services as called for in each Notice to Proceed. Design Engineering services may include, but are not limited to: project management, public outreach, environmental documentation and permit acquisition, right-of-way engineering and acquisition, field verified utility mapping, final highway design, preparation of the project plans, specifications, and estimate (PS&E) and construction bid process support as further described below.

## **PROJECT MANAGEMENT**

The Consultant is expected to perform project management tasks as described under Preliminary Engineering (Oversight, Scheduling, Reporting, Meeting Coordination, Record Keeping and Quality Assurance/Quality Control).

## **PUBLIC OUTREACH**

The Consultant is expected to continue developing and implementing the public outreach plan as described under Preliminary Engineering.

## **ENVIRONMENTAL PERMITS**

The Consultant is expected to develop and implement work as described under Preliminary Engineering. This will include any continuing studies and incomplete approval processes, to ensure that all Federal, State and local environmental policy requirements are met and all necessary permits are acquired.

## **RIGHT-OF-WAY ENGINEERING**

The Consultant is expected to participate in the planning, analysis and technical report preparation pertaining to right-of-way (ROW) engineering. The Consultant will research and collect data from County records for use in establishing the existing ROW. Tasks may include defining future ROW requirements, performing boundary surveys and developing legal boundary descriptions and assisting with ROW acquisition. This work may include performing appraisals and preparing ROW documents such as permits to enter, encroachment permits, temporary construction easements, permanent easements, ROW plats, maps, legal descriptions, notice to owners, and ROW certifications.

## **FIELD VERIFIED UTILITY MAPPING**

Consultant must field verify the horizontal and vertical location of utilities that may potentially be impacted by planned improvements. Utility base maps received from various utility companies and any available pothole information will be made available by ACPWA upon request. Consultant shall obtain any missing or outdated utility information from the various utility companies. Consultant shall provide field verification of utilities, (e.g., manhole inverts, catch basin inverts, etc.) and acquisition of additional utility record drawings and or/utility data from various agencies if deemed necessary. The depth of selected critical utilities shall be field verified if record drawings of the utilities are not available or if there are perceived utility conflicts. The Consultant shall identify the need for field excavation to expose underground utilities, i.e. pothole work and perform investigative pothole work upon approval from the County. The Consultant will be responsible for acquiring all permits, paying all related fees and traffic control approvals for pothole work, if additional pothole work is determined to be required.

## **FINAL HIGHWAY DESIGN**

Final design of roadway corridor improvements may include, but are not necessarily limited to: pedestrian and bicycle facility improvements, roadway realignment & widening, pavement rehabilitation, highway lighting and traffic signal improvements, traffic calming, retaining wall design, drainage improvements, storm water treatment, landscaping, irrigation and maintenance manuals (in a County approved format).

Improvements must be designed in accordance with the latest editions of the following guidelines, procedures, practices, regulations, manuals and standards, unless otherwise directed by the ACPWA:

- Alameda County Design Guidelines (SD)
- Alameda County Engineering Design Guidelines (April 2008)
- Alameda County Stormwater Quality Control Requirements
- Alameda County Bicycle and Pedestrian Master Plan (April 2012)
- Caltrans Highway Design Manual
- Caltrans Standard Plans and Specifications (2010 or later)
- California MUTCD
- AASHTO "Green Book" – A Policy on Geometric Design of Highways and Street

- AASHTO – Roadside Design Guide
- Americans with Disabilities Act Accessibility Guidelines
- California Access Compliance Reference Manual
- Bay-Friendly Landscaping Guidelines: Sustainable Practices for the Landscape Professional
- Alameda County C3 Stormwater Technical Guidance Manual

## **PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE**

The Consultant will be responsible for preparing the project plans, specifications, and estimate (PS&E).

**PLANS:** Design and contract plans shall be prepared using AutoCAD Civil 3D, using the software version specified in the Project Schedule of Deliverables, and in accordance with the Alameda County Public Works Agency's CADD User's Manual – Section 13 Agency and Consultant CADD Procedures. The AutoCAD files will be submitted with the final contract bid documents. The final bid drawings shall include the consultant's professional engineering stamp and signature in the PDF file and the AutoCAD files may be submitted without signature. Bond copies of the final drawings shall contain wet signatures with the professional engineering stamp.

**Contract Drawings (4 hard copies and 1 PDF copy at each submittal milestone):** Final plan and profile drawings (22"x 34" size) shall be prepared. The plan views of the plan and profile drawings shall show existing topographic features, plotted property lines, and plotted public right-of-way lines and utilities. Existing features and utilities shall be screened. The profile view shall show existing utilities, including field verified utilities and existing grade over the centerline of the pipe.

Work shall be submitted to the Agency for review and comment, in accordance with an approved schedule of deliverables (at 60%, 90%, Final [pre-signature] design milestones) that meets the design completion schedule for each project. Review submittals shall be half size (11" x 17") (4 hard copies and 1 PDF copy at each submittal milestone).

Submissions for each project shall include contract drawings (i.e., plan and profiles, cross sections, utilities, appurtenances, structural details, et cetera).

Construction plan components may include, but are not limited to: Title Sheet and Location Map, Traffic Control Plans, Layout Plans, Utility Plans, Roadway Plans, Profiles, Sections, Details, etc.

Each sheet of plans shall include the Public Works Agency title blocks.

Each sheet of plans shall bear the professional seal, certificate number, registration classification, and expiration date of the certificate of the professional responsible for their preparation. The signature of the responsible professional shall be included on final submittals.

Final Plans shall use ACPWA standard sheet layouts and shall be plotted on 24# Bright White Bond paper (Oce' Color Wave 600 Printer Media or similar) and formatted & trimmed to 22" x 34" plans. Final submittal shall include electronic copies of the Civil 3D/AutoCAD files (including all associated design drawings and project design data files).

**SPECIFICATIONS:** (4 hard copies and 1 PDF copy will be needed at each submission milestone): Project specification sections will be prepared to conform to ACPWA's specification format and shall complement the contents of the general and special conditions used by ACPWA in the contract documents. Specifications will utilize the Caltrans Standard Specifications as indicated by the County in the *Notice to Proceed*. Work will be submitted to ACPWA for review and comment concurrently with the preliminary contract drawings. The technical project specification shall be prepared in MS Word format. The Word files will be submitted with each submission round. Electronic submissions in MS WORD and the PDF files of the final version shall be submitted with Consultant's professional engineering stamp and signature ready for printing.

**ESTIMATE:** Construction Cost Estimates (4 hard copies and 1 PDF will be needed at each submission milestone). Quantity and construction cost estimates shall be prepared and submitted for the 60%, 90% and 100% levels of review. The spreadsheet shall be submitted with each round of submissions. Detailed cost

estimates shall be prepared using the ACPWA format, MS Excel spreadsheet, which includes all bid items described within the specifications. The estimate shall use the same nomenclature and units of pay as indicated in the specifications. The estimate shall reflect current bid prices based on similar projects and the design engineer's own judgment. Copies of previous bid results used for such estimating purposes shall be submitted along with the final cost estimate. All quantities shown for bid items used in construction contract documents and cost estimate must include easy to follow calculations demonstrating how the quantities were determined.

## **CONSTRUCTION-BID PROCESS SUPPORT**

The Consultant will assist ACPWA with preparing the necessary information needed to properly solicit competitive construction bids and to support a recommendation to the Board of Supervisors to award the Project's construction contract to the lowest responsible bidder. Meetings may include a pre-bid meeting and any other meeting, in the office or field, which requires engineering or design expertise. Any need to clarify or resolve discrepancies, errors, and/or omissions in the PS&E shall be done at no additional cost to the County. Responses to requests for information (RFIs) must be made within two days of receipt.

## **CONSTRUCTION ENGINEERING**

The Consultant may provide Construction Engineering as called for in each Notice to Proceed. Construction Engineering services may include, but are not limited to: project management, field visits and project meetings, administration of submittals and requests for information (RFIs) and review of final record documents.

## **PROJECT MANAGEMENT**

The Consultant is expected to perform project management tasks as described under Preliminary Engineering (Oversight, Scheduling, Reporting, Meeting Coordination, Record Keeping and Quality Assurance/Quality Control).that would normally be expected to extend through the project construction phase. Meetings may include a pre-construction meeting and any other meeting, in the office or field, which requires engineering or design expertise.

## **FIELD VISITS AND PROJECT MEETINGS**

The Consultant is expected to be available to conduct field visits and inspections and attend meetings pertaining to the Project during the Project's construction phase.

## **SUBMITTAL AND RFI ADMINISTRATION**

The Consultant will review, comment on, and approve or deny contractor submittals. The Consultant will also be responsible for responding to contractors RFIs. Any need to clarify or resolve discrepancies, errors, and/or omissions in the PS&E shall be done at no additional cost to the County. Responses to submittals and RFIs must be made within two days of receipt. If the County determines the RFI is of an emergency nature, then the County may require an immediate response from the Contractor. Project delay costs resulting from not responding to a submittal or a RFI in a timely manner will be borne by the Consultant.

## **REVIEW OF FINAL RECORD DOCUMENTS**

The Consultant will review the projects final record documents to assure consistency with approved amendments to the originally authorized construction documents.

END OF APPENDIX A



## APPENDIX B

### PAYMENTS TO CONSULTANT

This is an appendix attached to, and made a part of the Agreement dated 28<sup>th</sup> of June, 2016, between the County of Alameda ("County") and BKF Engineers ("Consultant"), providing for professional services.

#### 1. Amount of Compensation for Services of Consultant

- 1.1 The amount of compensation to be paid to Consultant for all services under this Agreement shall not exceed TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) referred to hereafter as the Not To Exceed Amount ("NTE"). The Consultant may have several projects assigned by the County under this NTE amount. Total compensation paid to the Contractor for all projects assigned will not be greater than the NTE amount and may be less than the NTE. Since this is an on-call contract, the number of projects and total compensation paid to the Contractor will vary (is indeterminate) and may be significantly less than the NTE. Total compensation due Consultant shall be the actual amount invoiced based upon the Consultant's hourly billing, which is based on the Project Schedule, Project Cost Estimate and Project Schedule of Deliverables covered by each Notice to Proceed and described in Appendix A, Exhibit A-1, and which may be less than the NTE amount. Reimbursable Expenses are included in the NTE. The NTE also includes within its scope the scope of all subconsultants and their reimbursables, and shall constitute full compensation for the Services.
- 1.2 "Reimbursable Expenses" means job related expenses directly incurred by Consultant in the performance of services provided under the Agreement. Reimbursable expenses include mail and overnight delivery services, reproduction of reports, drawings, specifications, photographs, and similar. Normal travel expenses to and from the site are included in the base contract and are not Reimbursable Expenses. Meals, lodging and vehicle rentals are not Reimbursable Expenses. Out-of-State travel in connection with the project shall be approved in advance by County.

#### 2. Monthly Billing Breakdown

- 2.1 County shall make monthly payments to Consultant in accordance with approved Monthly Billing Breakdown, which shall be submitted by Consultant for County's approval prior to the first monthly invoice. The "Monthly Billing Breakdown" shall itemize separate categories for each consultant, each phase of work, along with the billing period defining the time line and cost for each category.

#### 3. Methods of Payment to Consultant

- 3.1 For Basic Services on the Project. Consultant shall submit monthly invoices in accordance with the approved "Monthly Billing Breakdown" specifying the percentage complete for each billing category and itemized reimbursable expenses supported by invoices and appropriate backup documentation. Each invoice shall report on Consultant's total billings.

#### 4. Billing Rates

- 4.1 The Billing Rates used as a basis for payment apply to all of Consultant's and Subconsultants' principals, professional personnel and others engaged directly on the Project, and are set forth in the Scope of Project (Exhibit A-1 attached to Appendix A). The billing rates shall be fixed for the first three (3) years of the contract. Any future adjustments to the attached Consultant fee schedule is subject to negotiation for approval by the County. In any case, the maximum adjustment shall not exceed 3%.

END OF APPENDIX B



**PROFESSIONAL PERSONNEL SERVICE FEES**  
JUNE 2016 – JUNE 2019

**PERSONNEL**

**HOURLY RATES**

**ENGINEERING**

Senior Associate	\$200.00
Associate	\$194.00
Project Manager	\$184.00 - \$190.00
Engineer IV	\$171.00
Engineer I, II, III	\$120.00 - \$138.00 - \$157.00
Engineering Assistant	\$75.00
Junior Engineer	\$63.00

**PLANNING**

Planner I, II, III	\$120.00 - \$138.00 - \$157.00
--------------------	--------------------------------

**SURVEYING**

Senior Associate	\$200.00
Associate	\$194.00
Project Manager	\$184.00-\$190.00
Surveyor I, II, III, IV	\$120.00 - \$138.00 - \$157.00 - \$171.00
Survey Party Chief	\$159.00
Survey Chainman	\$103.00
Apprentice I, II, III, IV	\$63.00 - \$84.00 - \$93.00 - \$99.00
Instrumentman	\$137.00
Surveying Assistant	\$75.00
Junior Surveyor	\$63.00

**DESIGN AND DRAFTING**

Technician I, II, III	\$116.00 - \$123.00 - \$135.00
Drafter I, II, III, IV	\$90.00 - \$100.00 - \$108.00 - \$119.00

**CONSTRUCTION ADMINISTRATION/QSP-QSD**

Senior Construction Administrator	\$180.00
Resident Engineer	\$133.00
Field Engineer I, II, III	\$120.00 - \$138.00 - \$157.00

**SERVICES AND EXPENSES**

Project Assistant	\$75.00
Clerical/Administrative Assistant	\$63.00

Principals' time on projects is chargeable at \$223.00- \$245.00 perhour.

Charges for outside services, equipment, and facilities not furnished directly by BKF Engineers will be billed at cost plus 10%. Such charges may include, but shall not be limited to printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; special fees, permits, and insurance; transportation on public carriers, meals, and lodging; and consumable materials. Mileage will be charged at the prevailing IRS rate per mile.

Monthly invoices are due within 30 days from invoice date. Interest will be charged at 0.833% per month on past due accounts. Expert witness/litigation rates are available upon request.





## AR/WS Fee Schedule

CONSULTING CATEGORY	HOURLY RATE
Principal Consultant	\$200.00
Managing Consultant	\$185.00
Consultant I	\$150.00
Consultant II	\$130.00
Consultant III	\$115.00
Right of Way Coordinator	\$80.00
Administrative Support	\$65.00
Appraisal Reports	Lump Sum
Appraisal Services (Hourly)	\$200.00
Subcontractors	Cost + 10%
Depositions, Court Appearances, Arbitrations / Mediations, Hearings, and Testimony (including preparation)	\$275.00

*Fees include direct and indirect expenses and profit*





**2016 TIME & MATERIALS FEE SCHEDULE\***  
**STRATEGIC COMMUNICATION SERVICES**

*I. Professional services will be rendered based on the following hourly rates:*

President	\$295
Senior Vice President	\$275
Project Director	\$195
Senior Project Manager	\$165
Project Manager	\$140
Senior Associate	\$120
Associate	\$95
Assistant/Coordinator	\$80

*II. Creative services will be rendered based on the following hourly rates:*

Creative Director	\$195
Senior Art Director	\$165
Art Director	\$140
Senior Web Designer	\$120
Senior Graphic Designer	\$110
Web/Graphic Designer	\$95
Junior Web/Graphic Designer	\$80
Videographer	\$140

*III. Supportive services will be rendered based on the following hourly rates:*

IT Director	\$175
IT Support	\$75
Accounting Manager	\$130
Accounting Clerk	\$70
Clerical	\$60

*IV. Provision of related services and reimbursable expenses will be charged to the client as follows:*

Black and White Prints/Copies, In House	\$0.06-0.25 per page, depending on paper size
Color Prints/Copies, In House	\$0.50-\$1.75 per page, depending on paper size
Faxes	\$0.60 per page
Postage/Phone	at cost
Online Surveys	\$20 each
Eblasts	\$12.50 each
Mileage	Per IRS Standard Mileage Rate
Web Hosting	\$300 per year
Domain Hosting	\$15 per year
Vendor & Subconsultant Services	10% mark up for administration
AV/Equipment Rental	at cost

*V. Expert witness testimony or technical assistance on legal matters shall be provided at the rate of \$300.00 per hour of witness and preparation time.*

*\*Rates are effective through June 30, 2019 and subject to escalation July 1, 2019.*





**2016 TIME & MATERIALS FEE SCHEDULE\***  
**ENVIRONMENTAL PLANNING SERVICES**

*I. Professional services will be rendered based on the following hourly rates:*

President	\$295
Senior Vice President	\$275
Project Director	\$250
Senior Project Manager	\$195
Project Manager	\$155
Senior Associate	\$125
Associate	\$95
Assistant/Coordinator	\$80

*II. Creative services will be rendered based on the following hourly rates:*

Creative Director	\$195
Senior Art Director	\$165
Art Director	\$140
Senior Web Designer	\$120
Senior Graphic Designer	\$110
Web/Graphic Designer	\$95
Junior Web/Graphic Designer	\$80
Videographer	\$140

*III. Supportive services will be rendered based on the following hourly rates:*

IT Director	\$175
IT Support	\$75
Accounting Manager	\$130
Accounting Clerk	\$70
Clerical	\$60

*IV. Provision of related services and reimbursable expenses will be charged to the client as follows:*

Black and White Prints/Copies, In House	\$0.06-0.25 per page, depending on paper size
Color Prints/Copies, In House	\$0.50-\$1.75 per page, depending on paper size
Faxes	\$0.60 per page
Phone/Postage	at cost
Mileage	Per IRS Standard Mileage Rate
Online Surveys	\$20 each
Eblasts	\$12.50 each
Web Hosting	\$300 per year
Domain Hosting	\$15 per year
Vendor & Subconsultant Services	10% mark up for administration
AV/Equipment Rental	at cost

*V. Expert witness testimony or technical assistance on legal matters shall be provided at the rate of \$300.00 per hour of witness and preparation time.*

\* Rates are effective through June 30, 2019 and subject to escalation July 1, 2019.



**Civil Engineering, Environmental & Right of Way Professional Services**

Oakland, CA 94612

phil@community-design.com

[illegible]







CAL ENGINEERING & GEOLOGY

## SCHEDULE OF CHARGES

1. **Professional Services.** These are "all-up" rates, and include direct salary cost, overhead, general and administrative costs not separately accounted for, and profit. They shall remain in effect through December 31, 2019. Ongoing work continuing beyond December 31, 2018 will be invoiced at the applicable new year's rate.

Personnel	Rate	Rates/Units
Principal Engineer/Geologist	\$ 225	per hour
Associate Engineer/Geologist	\$ 200	per hour
Senior Engineer/Geologist	\$ 184	per hour
Project Engineer/Geologist	\$ 147	per hour
Staff Engineer/Geologist	\$ 131	per hour
Technician (Straight rate prevailing wage)	\$ 118	per hour
Project Assistant	\$ 84	per hour
Administration/Clerical	\$ 79	per hour
Special Inspector (Straight rate prevailing wage; no 4-hour min)	\$ 121	per hour
Deposition/Court Testimony (minimum 4 hours)	\$ 370	per hour

Field and Laboratory Tests	Rate	Rates/Units
Concrete Compressive Strength Testing	\$ 35	per cylinder
Moisture Content (ASTM D 2216)	\$ 20	per test
Moisture & Density (ASTM D 4318)	\$ 28	per test
Atterberg Limits (ASTM D 4318)	\$ 185	per test
Compaction Curve, 4" mold (ASTM D 1557)	\$ 235	per test
Compaction Curve, 6" mold (ASTM D 1557)	\$ 288	per test
Wash over #200 Sieve (ASTM D 1140)	\$ 65	per test
Sieve Analysis with #200 Wash (ASTM D 422)	\$ 133	per test
Sieve & Hydrometer (ASTM D 422)	\$ 210	per test

Reimbursables	Rate	Rates/Units
Mileage (per allowable federal)	\$ 0.55	per mile
Nuclear Gage	\$ 50	per day
Inclinometer	\$ 175	per day
Vane Shear Device	\$ 100	per day

2. **Travel Time.** Travel time will be charged at regular hourly rates, not to exceed eight (8) hours per day.
3. **Expenses.** All direct costs will be billed at actual cost plus 10%, unless there is explicit agreement otherwise. Direct costs include:
- Third party services – Fees for subcontracted third party services (including drilling and backhoe services, special consultant fees, permits, special equipment rental, overnight mail or messenger services and other similar project related costs)
  - Travel expenses, including airfares, hotel, meals, ground transportation, and miscellaneous expenses.
  - Reproduction costs, including photocopy, blueprints, graphics, photo prints or printing.
4. **Subconsultants.** To the extent that it becomes necessary to use subconsultants, Client will be invoiced at cost plus 10% to cover insurance liability and other overhead costs.
5. **Accounting.** The cost of normal accounting services for invoicing has been considered in the overhead expense which is included in the above hourly rates. Additional requirements for invoice verification, such as copies of time sheets, detailed expense records, and supplemental daily work justification will be billed on an hourly basis.



**SCHEDULE OF COSTS AND FEES FORMAT**

Name	Classification	Hourly Rate	Fringe Benefits (FB)	Overhead (OH)	General & Administrative (G&A)	Fee	Specific Rate of Compensation	
			47.10%	118.00%	0.00%	10.00%	Years 1-3	Optional Year 4
		(a)	(a) x FB = (b)	(a) x OH = (c)	(a) x G&A = (d)	(a+b+c+d) x Fee = (e)	(a+b+c+d+e)	3% escalation
Stephen Hawkins, PE, QSD/P	Supervising Engineer	\$63.00	\$29.67	\$74.34	\$0.00	\$16.70	\$183.71	\$189.23
Wesley Sennett, PE	Associate Engineer	\$46.00	\$21.67	\$54.28	\$0.00	\$12.19	\$134.14	\$138.16
John Helm	CADD I	\$35.00	\$16.49	\$41.30	\$0.00	\$9.28	\$102.06	\$105.13
Staff	Administration	\$29.00	\$13.66	\$34.22	\$0.00	\$7.69	\$84.57	\$87.10

**Other Direct Cost Examples:    Rates**

Travel Costs                      \$0.54/mile

Reproduction                      \$0.10/black & white copy  
    \$0.65/color copy

Postage/Delivery                      \$20.00/overnight





VISION THAT MOVES YOUR COMMUNITY

## Rate Schedule

Principal .....	\$250/hour
Director .....	230/hour
Senior Project Manager .....	210/hour
Project Manager .....	180/hour
Senior Transportation Engineer.....	165/hour
Engineer .....	145/hour
Assistant Engineer.....	125/hour
Transportation Planner .....	120/hour
Graphics Designer .....	110/hour
Technical Staff.....	80/hour
Technical Staff II .....	80/hour
Administrative Staff .....	80/hour
Production Staff .....	55/hour

## Reimbursable Expenses

Plotting (per sheet) .....	\$18.00
Travel Cost (per mile, subject to change; based on IRS standard mileage rates) .....	.54

*All outside services are billed at cost plus a ten percent margin for handling.*

*Expert Witness charges available upon request.*

*Invoices are due and payable within 30 days. Invoices paid after 30 days will be subject to separate billings of one and one half percent per month of unpaid balance. Late charges are not included in any agreement for maximum charges.*

*Rates Effective January 1, 2016 to January 1, 2020*



Alaco Engineering  
Professional Civil Engineering Consulting Services:

Effective Dates 6/1/2016 – 6/1/2019

Lawrence M. Johmann ----- \$108.00/hr





APPENDIX C  
INSURANCE

**EXHIBIT C**  
**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability, Products and Completed Operations, Contractual Liability, Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	<b>\$1,000,000 per occurrence (CSL)</b> Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	<b>\$1,000,000 per occurrence (CSL)</b> Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	<b>\$1,000,000 per occurrence</b> <b>\$2,000,000 project aggregate</b>
<b>E</b>	<u><b>Endorsements and Conditions:</b></u>  <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> <li>Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	

Certificate C-2C with EO

Page 1 of 1

(Rev. 3/24/15)

END OF APPENDIX C



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/08/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	CONTACT NAME: <b>Nancy Ferrick</b>	
	PHONE (A/C, No, Ext): <b>510 465-3090</b>	FAX (A/C, No): <b>510 452-2193</b>
INSURED <b>BKF Engineers</b> <b>255 Shoreline Drive, Suite 200</b> <b>Redwood City, CA 94065-1428</b>	E-MAIL ADDRESS: <b>nferrick@dealeyrenton.com</b>	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>American Automobile Ins. Co.</b>	NAIC #: <b>21849</b>
	INSURER B: <b>XL Specialty Insurance Co.</b>	<b>37885</b>
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Cross Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	MZG80964668	09/01/2015	09/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	MZG80964668	09/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	CGX15187198	09/01/2015	09/01/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WZP81026644	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			DPR9725060	07/01/2015	07/01/2016	\$5,000,000 per Claim \$7,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability Policy excludes claims arising out of the performance of professional services.

30 Days Notice of Cancellation (10 Days for Non-Payment of Premium).

Re: RFP #ROA2015918, PW 20165001. County of Alameda, its Board of Supervisors, the individual members thereof, all County and County officers, agents, employees and volunteers are named as additional insureds as respects General Liability and Automobile Liability for claims arising from the operations of the named (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

Alameda County  
Public Works Agency  
399 Elmhurst Street  
Hayward, CA 94544

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*

© 1988-2010 ACORD CORPORATION. All rights reserved.



## DESCRIPTIONS (Continued from Page 1)

insured. General and Auto Liability insurance is Primary and Non-Contributory per policy form. Waiver of Subrogation applies to the Workers Compensation.



## Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization - CG 20 10 04 13

Policy Amendment(s) Commercial General Liability

Insured: BKF Engineers

Policy Number: MZG80964668

Producer: Dealey, Renton & Associates

Effective Date: 09/01/2015

---

**This endorsement modifies insurance provided under the following:**

### **Commercial General Liability Coverage Part**

#### **Schedule**

##### **Name Of Additional Insured Person(s) Or Organization(s)**

Alameda County  
Public Works Agency  
399 Elmhurst Street  
Hayward, CA 94544

##### **Location(s) Of Covered Operations**

Re: RFP #ROA2015918, PW 20165001. NAME OF PERSON(S) OR ORGANIZATION(S), CONT.: County of Alameda, its Board of Supervisors, the individual members thereof, all County and County officers, agents, employees and volunteers.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury or property damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy





2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



# Additional Insured - Owners, Lessees or Contractors - Completed Operations - CG 20 37 04 13

Policy Amendment(s) Commercial General Liability

Insured: BKF Engineers

Policy Number: MZG80964668

Producer: Dealey, Renton & Associates

Effective Date: 09/01/2015

---

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Part**

**Products/Completed Operations Liability Coverage Part**

## Schedule

### Name Of Additional Insured Person(s) Or Organization(s)

Alameda County  
Public Works Agency  
399 Elmhurst Street  
Hayward, CA 94544

### Location And Description Of Completed Operations

Re: RFP #ROA2015918, PW 20165001. NAME OF PERSON(S) OR ORGANIZATION(S), CONT.: County of Alameda, its Board of Supervisors, the individual members thereof, all County and County officers, agents, employees and volunteers.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



## **Amendment to Condition 4. Other Insurance - CG 72 90 11 09**

Policy Amendment(s) Commercial General Liability

The following is added as a second paragraph to Section IV Conditions, Condition 4. Other Insurance, following paragraph b.(1)(b):

However, if you have added any person, organization or vendor of yours as an additional insured to this policy and have agreed in a written **insured contract**

that this insurance is primary and non-contributory with other insurance available to that additional insured, this insurance is primary and we will not seek contribution from such additional insured's own insurance. This insurance is excess over all other insurance available to the additional insured.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the **Fireman's Fund Insurance Companies** as named in the policy

---

Secretary

---

President



## FleetCover® Endorsement - CA 70 18 03 10

Policy Amendment(s) Commercial Business Auto Coverage Form - Motor Carrier Coverage Form

### A. Broadened Named Insured

**Section II - Liability Coverage, A. Coverage, 1. Who Is An Insured,** the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

- (1) There is no other similar insurance available to that organization; and
- (2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and
- (3) The organization is incorporated or organized under the laws of the United States of America.

However:

- (a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (b) Coverage under this provision does not apply to **bodily injury** or **property damage** that results from an **accident** that occurred before you acquired or formed the organization; and
- (c) No person or organization is an **insured** with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and
- (d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered

as an **insured** under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

### B. Broadened Who Is an Insured

1. Form CA0001 (if attached to this policy), **Section II - Liability Coverage, 1. Who Is An Insured,** item b.(2) is deleted, and d. is added as follows:

d. Your **employee** while using with your permission his owned **auto**, or an **auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

2. Form CA0020 (if attached to this policy), **Section II - Liability Coverage, 1. Who Is An Insured,** item b.(2) is deleted, and f. is added as follows:

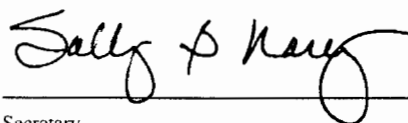
f. Your **employee** or agent while using with your permission his owned **private passenger type auto**, or a **private passenger type auto** owned by a member of his or her household, in your business or personal affairs, provided you do not own, hire, or borrow that **auto**.

### C. Additional Insured Coverage and Waiver of Subrogation

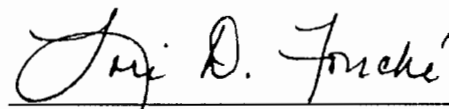
1. Form CA0001 (if attached to this policy), **Section II - Liability Coverage, 1. Who Is An Insured,** the following is added as item e.; and form CA0020 (if attached to this policy), **Section II - Liability Coverage, 1. Who Is An Insured;** the following is added as item g.:

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President





Any person or organization with respect to the operation, maintenance, or use, of a covered **auto**, provided that you and such person or organization have agreed under an expressed provision in a written **insured contract** or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an **insured**

However, such person or organization is an **insured**:

- (1) Only with respect to the operation, maintenance, or use, of a covered **auto**; and
  - (2) Only for **bodily injury** or **property damage** caused by an **accident** which takes place after:
    - (a) You executed the **insured contract** or written agreement; or
    - (b) The permit has been issued to you.
2. Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, A. Loss Conditions, item 5.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, A. Loss Conditions, item 6.; the following is added:

#### **Waiver of Subrogation**

If required by a:

- a. Written **insured contract** or written agreement executed prior to the **accident**; or
- b. Written permit issued to you by a governmental or public authority prior to the **accident**;

we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of the ownership, maintenance or use of a covered **auto**.

#### **D. Auto Medical Payments - Increased Limit**

For each covered **auto** described in the Declarations or shown in the Schedule as having Auto

Medical Payments Coverage, the Medical Payments Limit of Insurance for those **autos** is revised to the greater of:

1. \$5,000; or
2. The limit shown in the Declarations

#### **E. Hired Auto Physical Damage Coverage and Loss of Use Expenses**

##### **Hired Auto Physical Damage Coverage**

If Physical Damage Coverage is provided by this policy on your owned covered **autos**, the following applies:

Any **auto** that you lease, hire, rent or borrow without a driver, will be covered under this policy for Physical Damage Coverage. However any such **auto**:

1. Will be covered only for the same Physical Damage Coverage that applies to your owned covered **autos**;
2. Will be subject to the same applicable deductible shown in the Declarations that applies to your most similar owned covered **auto**, except any Comprehensive Coverage deductible does not apply to **loss** caused by fire or lightning; and
3. The most we will pay for any one **loss** in any one **accident** is the lesser of the following:
  - a. Actual cash value of the damaged or stolen property as of the time of the **loss** as determined by us; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

In addition, we will pay costs and fees associated with such covered **loss** only for a maximum time period of seven days beginning with the date of **loss**, subject to a maximum of \$500.

However:

1. If form CA0001 is attached to this policy, this coverage does not apply to **autos** you lease, hire, rent or borrow from any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company) or members of their households; and



2. If form CA0020 is attached to this policy, this coverage does not apply to any **private passenger type auto** you lease, hire, rent or borrow from any member of your household, any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

#### **Hired Auto Loss of Use Expenses**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses**; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses**; is deleted and replaced by the following:

- b. For Hired Auto Physical Damage, we will pay expenses for which an **Insured** becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:
  - (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered **auto**;
  - (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss is provided for any covered **auto**; or
  - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered **auto**.

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

#### **F. Coverage Territory - Hired Auto**

Form CA 0001, (if attached to this policy), **Section IV - Business Auto Conditions, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5).(a)** is replaced by the following:

- (a) A covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less; and

Form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions, B. General**

**Conditions, 7. Policy Period, Coverage Territory, b.(5).(a)**; is replaced by the following:

- (a) A covered **auto** of the **private passenger type** is leased, hired, rented or borrowed without a driver for a period of 180 days or less; and

#### **G. Communication Equipment Coverage**

1. Form CA 0001 (if attached to this policy), **Section III - Physical Damage Coverage, C. Limit of Insurance, Paragraph 2.** is deleted and replaced by the following:

2. \$1,500 is the most we will pay for **loss** in any one **accident** to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of the **loss**, is:

2. Form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, Limits of Insurance, Paragraph 2.** is deleted and replaced by the following:

2. \$1,500 is the most we will pay for **loss** in any one **accident** to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of the **loss**, is:

#### **H. Tapes, Records, CDs and DVD Coverage**

- A. Under Comprehensive Coverage, we will pay for **loss** to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

1. Are your property, or that of a family member; and
2. Are in a covered **auto** at the time of a **loss**.

- B. The most we will pay for **loss** is \$250.

- C. **Physical Damage Coverage** provisions apply to this coverage, except that no deductible applies.

#### **1. Personal Effects Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions**; and form CA0020 (if attached to this policy), **Section IV - Physical**



**Damage Coverage, A. Coverage, 4. Coverage Extensions;** item d. is added as follows:

d. **Personal Effects Coverage**

We will pay up to \$500 for **loss** for clothing items or other personal effects that are owned by an **insured** and are in an Owned **auto** at the time of a covered **loss**.

Personal Effects do not include audio visual or electronic devices, money, giftcards, securities, jewelry, or tools.

This coverage is excess over any other collectible insurance.

No deductible applies to this coverage.

J. **Airbag Coverage**

1. Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, B. Exclusions, 3.a.**; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, B. Exclusions, 3.a.**; the following is added:

However, **mechanical breakdown** does not mean the unintended discharge of an airbag, provided that any **loss** covered under this provision is excess over any other collectible insurance or warranty designed to cover such unintended discharge.

K. **Rental Reimbursement**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions;** and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions;** item c. is added as follows:

c. **Rental Reimbursement or Transportation Expenses**

If **loss** occurs to a covered **auto** described or designated in the Declarations or Schedule and covered for **Physical Damage Coverage**, we will pay for rental expenses for the rental of a similar replacement **auto** and additional transportation expenses, incurred by you. This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered **auto**. No deductible applies to this coverage. However:

- (1) We will pay only for those expenses incurred by you that begin 24 hours after the covered **loss**.

- (2) We will cease paying for those expenses, regardless of the policy's expiration date, at the earlier of the following dates:

- (a) The number of days reasonably required to repair or replace the covered **auto**. If **loss** is caused by theft, this number of days is added to the number of days it takes to locate and return the covered **auto** to you; or

- (b) 45 days from the date this coverage begins.

- (3) Our payment is limited to the lesser of the following amounts:

- (a) Necessary and actual expenses incurred by you; or

- (b) \$1,500.

- (4) This coverage does not apply while there are spare or reserve **autos** available to you for your operations.

- (5) If **loss** results from the total theft of a covered **private passenger type auto** (if CA0020 is attached to this policy), or a covered **private passenger auto** (if CA0001 is attached to this policy), we will pay under this coverage only that amount of your covered rental expenses or additional transportation expenses which are not already provided for under the Physical Damage Coverage Extensions.

L. **Extended Towing Coverage**

1. Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, A. Coverage, 2. Towing,** is replaced by the following:

2. **Extended Towing**

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:



- a. All labor must be performed at the place of disablement; and
- b. If the covered **auto** is of the private passenger type, no deductible applies; and
- c. If the covered **auto** is not of the private passenger type, our obligation to pay will be reduced by a \$250 deductible per disablement.
- d. If the covered **auto** is not of the private passenger type and the disablement results from a loss covered under **Section III - Physical Damage Coverage, A. Coverage**, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

- 2. Form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, A. Coverage, 2. Towing - Private Passenger Autos**, is replaced by the following:

2. Extended Towing

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered **auto** is of the **private passenger type** no deductible applies; and
- c. If the covered **auto** is not of the **private passenger type** our obligation to pay will be reduced by a \$250 deductible per disablement.
- d. If the covered **auto** is not of the **private passenger type** and the disablement results from a loss covered

under **Section III - Physical Damage Coverage, A. Coverage**, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

M. **Cancellation - 120 Days Notice**

If we cancel this policy for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured at the last mailing address known to us, written notice of cancellation at least 120 days prior to the effective date of cancellation.

N. **Supplementary Payments - Increased Limits**

**Section II - Liability Coverage, 2. Coverage Extensions, a. Supplementary Payments**, items (2) and (4) are replaced by the following:

- (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident** we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the **insured** at our request, including substantiated loss of earnings up to \$500 a day, because of time off from work.

O. **Duties in the Event of Accident, Claim, Suit or Loss - Amended**

Form CA0001 (if attached to this policy) **Section IV - Business Auto Conditions, A. Loss Conditions**, item 2. a.; and form CA0020 (if attached to this policy) **Section V - Motor Carrier Conditions, A. Loss Conditions**, item 2. a.; is replaced by the following:

- a. In the event of **accident**, claim, **suit** or **loss**, you must promptly notify us or our authorized representative when it becomes known to:
  - (1) You, if you are an individual;





- (2) Your partner or member, if you are a partnership or joint venture;
- (3) Your member, if you are a limited liability company;
- (4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
- (5) Your authorized representative or insurance manager.

Knowledge of an **accident**, claim, **suit** or **loss** by other persons does not imply that the persons listed above have such knowledge.

Notice should include:

- (1) How, when and where the **accident** or **loss** occurred; and
- (2) The **insured's** name and address; and
- (3) To the extent possible, the names and address of any injured persons and witnesses.

**P. Unintentional Failure to Disclose Hazards**

Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, B. General Conditions, item 2.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, item 2.; the following is added:

However, if you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Q. Fellow Employee Coverage**

**Section II - Liability Coverage**, B. Exclusions, 5. Fellow Employee, the following is added:

However, this exclusion does not apply if the **bodily injury** results from the use of a covered **auto** you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

**R. Limited Mexico Coverage**

**WARNING**

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED HERE MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING IN MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BORDER OF THE UNITED STATES OF AMERICA.

Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, B. General Conditions, item 7.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, item 7.; the following is added:

The coverage territory is extended to include Mexico, but only:

- a. For **accidents** or **losses** occurring within 25 miles of the United States border; and
- b. For trips into Mexico of 10 days or less; and
- c. If the covered **auto** is principally garaged and principally used in the United States; and
- d. If the **insured** is a resident of the United States.

If a **loss** to a covered **auto** occurs in Mexico, we pay for such **loss** in the United States. If the covered **auto** must be repaired in Mexico in order to be driven, we will not pay for more than the actual cash value of such **loss** as determined by us at the nearest United States point where the repairs can be made.



Any insurance provided under this provision will be excess over any other collectible insurance.

**S. Extended Glass Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, item 3.a.; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, item 3.a.; is replaced by the following:

- a. Glass breakage. If glass must be replaced, the deductible will be \$100 or the deductible shown in the Declarations, whichever is less. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**T. Broadened Definition of Bodily Injury**

Form CA0001 (if attached to this policy), **Section V - Definitions**, item C.; and Form CA0020 (if attached to this policy), **SECTION VI - DEFINITIONS**, item C.; is replaced by the following:

- C. **Bodily Injury** means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**U. Customer Lease or Loan Physical Damage Coverage Extension**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, C. Limit Of Insurance; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, C. Limits Of Insurance; item 5. is added as follows:

5. If your covered owned **auto** is:
  - (1) Shown in the Schedule and designated as covered for Physical Damage Coverage; and
  - (2) Shown in this policy as having a loss payee or additional-insured-lessor; and
  - (3) Incurs a covered total **loss**;

we will pay the greater of:

- (a) The actual cash value, as determined by us, of the damaged or stolen property as of the time of the total **loss**; or
- (b) The **outstanding indebtedness** under the initial finance agreement for the covered **auto** and its equipment.

As used here, **outstanding indebtedness** means the amount you owe on the finance agreement at the time of total **loss**:

- (i) Less any amounts representing taxes, overdue payments, penalties, interest, or charges resulting from overdue payments, additional mileage, excess wear and tear, or lease termination fees; and
- (ii) Less any administrative costs or overhead fees assessed by the finance company who has leased the covered **auto** to you; and
- (iii) Less security deposits not returned by the lessor; and
- (iv) Less costs for extended warranties, Credit Life Insurance, Health, **Accident** or Disability Insurance purchased with the loan or lease; and
- (v) Less carry-over balances from previous loans or leases.

**V. Two or More Deductibles**

**Section III - Physical Damage Coverage, D. Deductible**, the following is added:

If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same **accident** or **loss**, the following applies:

- (1) If the deductible under this **Business Auto Coverage Form** is the lesser of (or least) deductible, it will be waived.
- (2) If the deductible under this **Business Auto Coverage Form** is not the lesser, (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.



Insured: BKF Engineers

Policy Number: WZP81026644

Effective Date: 07/01/2015

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

Alameda County  
Public Works Agency  
399 Elmhurst Street  
Hayward, CA 94544

**Job Description**

Re: RFP #ROA2015918, PW 20165001. NAME OF PERSON(S) OR ORGANIZATION(S), CONT.:  
County of Alameda, its Board of Supervisors, the individual members thereof, all County and County officers, agents, employees and volunteers.

Countersigned by



Authorized Representative



## APPENDIX D

### COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION For Procurements Over \$25,000

The Consultant, under penalty of perjury, certifies that, except as noted below, Consultant, its Principals, and any named and unnamed subconsultants/subcontractors:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

CONSULTANT: BKF Engineers

PRINCIPAL: Robert Stevens TITLE: Principal/Vice President

SIGNATURE:  DATE: 6/10/2016

END OF APPENDIX D





## APPENDIX E

### COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating subcontractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County which have a start date on or after July 1, 2007 should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at:

[http://www.elationsys.com/elationsys/support\\_1.htm](http://www.elationsys.com/elationsys/support_1.htm)

Or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

END OF APPENDIX E



**APPENDIX F: ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT  
VENDOR INFORMATION**

ALCOLINK Vendor Number (if known): \_\_\_\_\_ SLEB Vendor Number: \_\_\_\_\_

Full Legal Name: BKF Engineers DBA: \_\_\_\_\_

Type of Entity: ☐ Individual ☐ Sole Proprietor ☐ Partnership  
☒ Corporation ☐ Tax-Exempted ☐ Government or Trust

Check the boxes that apply:

☐ Goods Only ☐ Goods & Services ☐ Rents/Leases ☐ Legal Services  
☐ Rents/Leases paid to you as the agent ☐ Medical Services ☐ Non-Medical Services –

Describe Professional ☒ Other Civil Engineering Services

Federal Tax ID Number (required): 94-1729773

P.O. Box/Street Address: 300 Frank Ogawa Plaza, 380  
Oakland, CA 94612

Vendor Contact's Name: BKF Engineers

Vendor Contact's Telephone: 510.899.7300 Fax: 510.899.7319

Vendor Contact's E-mail address: avila@bkf.com

***Please check all that apply:***

LOC	<input checked="" type="checkbox"/>	Local Vendor (Holds business license within Alameda County)
SML	<input type="checkbox"/>	Small Business (as defined by Small Business Administration)
I	<input type="checkbox"/>	American Indian or Alaskan Native (>50%)
A	<input type="checkbox"/>	Asian (>50%)
B	<input type="checkbox"/>	Black or African American (>50%)
F	<input type="checkbox"/>	Filipino (>50%)
H	<input type="checkbox"/>	Hispanic or Latino (>50%)
N	<input type="checkbox"/>	Native Hawaiian or other Pacific Islander (>50%)
W	<input type="checkbox"/>	White (>50%)

Number of Entry Level Positions available through the life of the contract: 1

Number of other positions available through the life of the contract: 1

This information to be completed by County:



Contract # \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Term: 3 Years

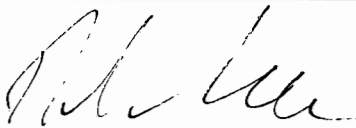
**Vendor** agrees to provide Alameda County (through East Bay Works and Social Services Agency), ten (10) working days to refer to Vendor, potential candidates to be considered by Vendor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Vendor has available during the life of the contract before advertising to the general public. Vendor will also provide the County with specific job requirements for new or vacant positions. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but final decision of whether or not to offer employment, and the terms and conditions thereof, to the candidate(s) rest solely within the discretion of the Vendor.

**Alameda County** (through East Bay Works and Social Services Agency) agrees to only refer pre-screened qualified applicants, based on vendor specifications, to vendor for interviews for prospective employment by Vendor (see Incentives for Vendor Participation under Vendor/First Source Program located on the Small Local Emerging Business (SLEB) Website, <http://www.acgov.org/auditor/sleb/>).

If compliance with the First Source Program will interfere with Vendor's pre-existing labor agreements, recruiting practices, or will otherwise obstruct Vendor's ability to carry out the terms of the contract, Vendor will provide to the County a written justification of non-compliance in the space provided below.

BKF Engineers

\_\_\_\_\_  
(Company Name)



\_\_\_\_\_  
(Vendor Signature)

6/10/2016

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(East Bay Works / One-Stop Representative  
Signature)

\_\_\_\_\_  
(Date)

Justification of Non-Compliance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

END OF APPENDIX F



## APPENDIX G:

### CERTIFICATION

#### of Compliance with the Iran Contracting ACT of 2010

(Applicable to Contract Value of \$1 million or more)

The Consultant certifies under penalty of perjury that it is not prohibited from entering into this bid by the provisions of the Iran Contracting Act of 2010 (Public Contract Code sections 2200-2208).

Note: Providing a false certification will result in referral to the Attorney General for prosecution and imposition of substantial civil penalties up to twice the contract value and a prohibition from bidding on public entity contracts for a period of three years. Providing a false certification may result in termination of an awarded contract. The above certification is part of the Agreement.

COMPANY NAME: BKF Engineers

PRINCIPAL: Robert Stevens TITLE: Principal/Vice President

SIGNATURE:  DATE: 6/10/2016

**End of Certification**

END OF APPENDIX G





**Professional Services Agreement**

**With**

**BELLECCI & ASSOCIATES**

**For**

**PROFESSIONAL ENGINEERING SERVICES**

**Contract No. 13755**

---



## County of Alameda

### AGREEMENT BETWEEN

#### COUNTY OF ALAMEDA AND (CONSULTANT)

This Agreement is made this 28<sup>th</sup> of June, 2016, in the City of Oakland, State of California, by and between BELLECCI & ASSOCIATES, 7041 Koll Center Parkway, Suite 132, Pleasanton, CA 94566, hereinafter referred to as "Consultant" and the County of Alameda, a political subdivision of the State of California, hereinafter referred to as "County."

### AGREEMENT

#### 1. Definitions

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

<b>Agreement</b>	This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, Appendices "A", "B", "C", "D", "E", "F" and "G" attached hereto.
<b>CONSULTANT</b>	Bellecci & Associates
<b>COUNTY</b>	County of Alameda
<b>LOCAL AGENCY</b>	County of Alameda
<b>Project</b>	The COUNTY's project – Professional Services Agreement with Bellecci & Associates for Professional Engineering Services - as further described in Appendix "A", Scope of Services.
<b>Services</b>	All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, coordination and administrative services.
<b>Subconsultants</b>	Associated Right of Way Services, Inc. Cal Engineering and Geology Placeworks Silverman & Light TJKM Ware Associates, Inc.

#### 2. Term of Agreement

All work comprising the Services shall be deemed performed under this Agreement. The contract period will be from July 1, 2016 through June 30, 2019 with an option for a two year extension.

#### 3. Services Consultant Agrees to Perform

3.1 Consultant shall perform all Services described in Appendix "A", "Services to be Provided by Consultant", attached hereto and incorporated by reference as though fully set forth herein.

- 3.2 Consultant shall complete all Services required by this Agreement within the times specified in the Milestone Schedule in Appendix "A". Consultant agrees that the Milestone Schedule includes reasonable allowances for completion of the Services, including all time required for County's review and approval of deliverables and for approval of the deliverables by all authorities having jurisdiction over the Project and the Services. Consultant shall achieve its scheduled Milestones (as shown on the Milestone Schedule) unless an excusable event causes delay (excusable delay), and unless Consultant gives written notice of the excusable event and requests a time extension within ten days of the occurrence of the excusable event. (Excusable events shall be limited to acts of neglect by County or County's agents or consultants when acting at County's direction, breaches of this Agreement by County, Acts of God such as fire, flood, earthquake, or epidemic, or delay by a construction contractor during the construction phase of the Project, or any other circumstances beyond Consultant's reasonable control). If the period of excusable delay caused by an excusable event concurs with a Consultant-caused or other non-excusable delay, County may (but shall not be required to) grant a time extension without compensation.
- 3.3 Consultant may recover extra costs resulting from excusable delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Consultant as a direct result of the delay and not otherwise within Consultant's scope of Services, and (iii) are documented to the County's satisfaction. (For example, and not by way of limitation, contract punch list and final inspection Services, whenever performed, and Services related to correcting deficiencies in Consultant's work, shall be within Basic Services and not entitle Consultant to extra costs or Additional Services.)
- 3.4 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than excusable delays, Consultant shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of critical importance in the performance of this Agreement.

#### 4. Compensation

- 4.1 County shall pay Consultant compensation according to the Compensation Schedule established in Appendix "B", Payments to Consultant. County shall pay Consultant in monthly payments on or before the last day of each month for Services properly invoiced by the Consultant which have been properly performed as of the last day of the immediately preceding month and is due under Appendix "B".
- 4.2 County shall not incur any charges under this Agreement, nor shall any payments become due to Consultant for any payment period on the Project, until County receives all deliverables required under Appendix "A" for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Consultant has partially completed one or more deliverables due during a payment period, and if Consultant demonstrates diligent progress thereon, then County may make a partial progress payment based upon Consultant's percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon County.
- 4.3 County will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). County will make payment for questioned amount(s) upon County's receipt of any requested documentation verifying the claimed amount(s) and County's determination that the amount is due under the terms of this Agreement. County shall advise Consultant, in writing, within 15 days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of County including, without limitation, Consultant's transmittal of all deliverables to County required by Appendix "A".
- 4.4 Invoices furnished by Consultant under this Agreement must be in a form acceptable to County. All amounts paid by County to Consultant shall be subject to audit by County. Payment shall be made by County to Consultant at the address stated hereinabove.
- 4.5 County may set off against payments due Consultant under this Agreement any sums that County determines that Consultant owes to County because of Consultant's errors, omissions, breaches of this Agreement, delays or other acts which caused County monetary damages. Prior to exercising such right,

County must demand and attend mediation pursuant to Section 27.3 of this Agreement, to be attended by County, Consultant, and any applicable insurance carriers; such mediation to occur within 30 days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the County's demand, then the Alameda County Superior Court may upon application by any party make such selection for the parties. If a party other than County refuses to mediate under this Section, then County shall have satisfied its obligations under this Section.

## **5. Maximum Costs**

- 5.1 County's obligation hereunder shall not at any time exceed the amount approved by the Board of Supervisors for payment to the Consultant pursuant to the terms of this Agreement.
- 5.2 Except as may be provided by applicable law governing emergency conditions, County has not authorized its employees, officers and agents to request Consultant to perform Services or to provide materials, equipment and supplies that would result in Consultant performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the County amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.
- 5.3 County shall not reimburse Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the Services, materials, equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

## **6. Qualified Personnel**

- 6.1 For purposes of this Agreement, except for notices specified under Section 17 below, County shall direct all communications to Consultant through Mr. Daniel Leary, Bellecci & Associates, 7041 Koll Center Parkway, Suite 132, Pleasanton, CA 94566; and Consultant shall direct all communications to County through County Project Engineer.
- 6.2 Services under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant shall conform with County's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at County's request, shall be supervised by Consultant.
- 6.3 Consultant agrees that all professional personnel assigned to the Project will be listed in its proposal, Appendix "A", attached hereto and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel are not bound by personal employment contracts to Consultant. Consultant agrees that reassignment of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of County. Any costs associated with reassignment of personnel shall be borne exclusively by Consultant.
- 6.4 Consultant agrees that should the above personnel not continue their assignments on the Project during the entire term of this Agreement, then Consultant shall not charge County for the cost of training or "bringing up to speed" replacement personnel. County may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Consultant's cost.

## **7. Representations**

- 7.1 Consultant represents that it has reviewed Appendix "A", "Services to be Provided by Consultant", and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Appendix "B", Payments to Consultant, and within the times specified in the Milestone Schedule.
- 7.2 Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior

to time such licenses and/or permits are required. Consultant also represents that it has reasonable knowledge of all applicable building codes, laws, regulations and ordinances.

- 7.3 Consultant represents that it and its subconsultants have specialized expertise in engineering services similar to those intended for the Project. Consultant agrees that the Services shall be performed in a manner that conforms to the standards of engineering practice observed by a specialist in performing services similar to the Services. Consultant agrees that for a period of one year after the completion of the Services or at the final acceptance of the construction resulting from the Services, whichever is later, it will re-perform or replace any part or all of the Services deemed by County to be defective and/or not meeting the above standard.
- 7.4 The granting of any progress payment by County, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of County or any other governmental entity, shall in no way waive or limit the obligations in this Section 7 or lessen the liability of Consultant to re-perform or replace unsatisfactory Services to the extent required by Section 7.3 above, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

## **8. Indemnification and General Liability**

- 8.1(a) To the fullest extent allowed by law, Consultant shall indemnify and hold harmless the County and County of Alameda, their Board of Supervisors, officers, employees, and representatives from and against any and all claims, actions, including administrative actions, penalties, fees or fines, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County or County employees, and the public, or damage to property, or any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by County or County, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement to the extent caused by the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

(b) The duty of Consultant to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2782.8 of the California Civil Code.

(c) The obligations set forth in this section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceeding for professional negligence would be barred by an applicable statute of repose or statute of limitation.

8.2 [Intentionally Omitted]

8.3 [Intentionally Omitted]

8.4 Consultant shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities and insurance obligations in favor of County and other Indemnitees in the exact form and substance of those contained in this Agreement.

8.5 County acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the Project site is outside of Consultant's expertise and is not included in the scope of Services Consultant is to perform nor included in Consultant's insurance. County shall hire an expert consultant in this field if the Project involves such materials. Consultant shall not be responsible or be involved in any way with the discovery, presence,

handling or removal of such materials. Consultant shall be responsible to coordinate with County's expert consultant as required by Appendix "A", Services To Be Provided By Consultant.

## **9. Liability of County**

- 9.1 Except as provided in Appendix "A", Services to be Provided by Consultant, and Appendix "C", Insurance, County's obligations under this Agreement shall be limited to the payment of the compensation provided for in Sections 3, 4 and 5 of this Agreement.
- 9.2 Notwithstanding any other provision of this Agreement, in no event shall County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 9.3 County shall not be responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented, or loaned to Consultant by County. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless County from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, County employees or third parties, or to property belonging to any of the above except to the extent caused by the sole negligence of willful misconduct of County.
- 9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which County may have under this Agreement or any applicable law. All rights and remedies of County, whether under this Agreement or other applicable law, shall be cumulative.

## **10. Independent Contractor; Payment of Taxes, and Other Expenses**

- 10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Consultant performs the Services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of its Subconsultants, its employees and its agents.
- 10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between County and Consultant. Consultant acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be County employees, and shall not be entitled to receive any benefits conferred on County employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- 10.3 Consultant shall be solely responsible for payment of any required taxes, including California sales and use taxes, and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.
- 10.4 Consultant shall be available as much as reasonably possible to County staff during the County's normal working hours or as otherwise requested by County. Terms in this Agreement referring to direction from County shall be construed as providing for direction as to policy and the result of Consultant's Services only and not as to the means by which such a result is obtained.
- 10.5 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities who are not parties to this Agreement.

## **11. Insurance**

- 11.1 Prior to execution of this Contract, Consultant shall furnish to County satisfactory proof that it maintains the insurance required by this Contract as set forth in Appendix C "Insurance," which is attached and made a part of this Contract. In the event Consultant fails to maintain any required insurance, County may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due Consultant under this Contract (or Consultant shall promptly reimburse County for such expense).



## **12. Suspension of Services**

- 12.1 County may, without cause, order Consultant to suspend, delay or interrupt ("suspend") Services pursuant to this Agreement, in whole or in part, for such periods of time as County may determine in its sole discretion. County shall deliver to Consultant written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and Consultant shall be compensated for such delay to the extent provided under this Agreement.
- 12.2 Notwithstanding anything to the contrary contained in this Section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible.

## **13. Termination of Agreement for Cause**

- 13.1 If at any time County believes Consultant may not be adequately performing its obligations under this Agreement, that Consultant may fail to complete the Services as required by this Agreement, or has provided written notice of observed deficiencies in Consultant's performance, County may request from Consultant prompt written assurances of performance and a written plan to correct the observed deficiencies in Consultant's performance. Consultant shall provide such written assurances and written plan within ten calendar days of receipt of written request. Consultant acknowledges and agrees that any failure to provide written assurances and a written plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.
- 13.2 Consultant shall be in default of this Agreement and County may, in addition to any other legal or equitable remedies available to County, terminate Consultant's right to proceed under the Agreement, for cause:
- 13.2.1 Should Consultant make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Consultant in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Consultant or of all or any substantial part of the properties of Consultant, or if Consultant, its directors or shareholders, take action to dissolve or liquidate Consultant; or
- 13.2.2 Should Consultant commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of written notice from County to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of 10 calendar days, Consultant must provide County within the 10 day period a written plan acceptable to County to cure said breach, and then diligently commence and continue such cure according to the written plan); or
- 13.2.3 Should Consultant violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten (10) days of the date of the notice from County to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of 10 calendar days, Consultant must provide County within the 10 day period a written plan to cure said violation acceptable to County, and then diligently commence and continue performance of such cure according to the written plan.)
- 13.3 In the event of termination by County as provided herein for cause:
- 13.3.1 County shall compensate Consultant for the value of the Services delivered to County upon termination as determined in accordance with the Agreement, subject to all rights of offset and

back charges, but County shall not compensate Consultant for its costs in terminating the Services or any cancellation charges owed to third parties;

13.3.2 Consultant shall deliver to County possession of all tangible aspects of the Services in their then condition, including but not limited to, all copies (electronic and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with the Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.

13.3.3 Consultant shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Section shall not be interpreted to diminish any right which County may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate County for all loss, cost, damage, expense, and/or liability suffered by County as a result of such termination and failure to comply with the Agreement.

13.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by Consultant.

#### **14. Termination of Agreement for Convenience**

14.1 County may terminate performance of the Services under the Agreement in accordance with this Section in whole, or from time to time in part, whenever County shall determine that termination is in the County's best interests. Termination shall be effected by County delivering to Consultant, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination specifying the extent to which performance of the Services under the Agreement is terminated.

14.2 After receipt of a Notice of Termination, and except as otherwise directed by County, Consultant shall:

14.2.1 Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;

14.2.2 Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;

14.2.3 Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;

14.2.4 Assign to County in the manner, at times, and to the extent directed by County, all right, title, and interest of Consultant under orders and subcontracts so terminated. County shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;

14.2.5 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of County to the extent County may require. County's approval or ratification shall be final for purposes of this clause;

14.2.6 Transfer title and possession to County, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by County, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination (including mockups and model(s)), completed or partially completed plans, drawings, information, in whatever form (i.e., hard-copy and electronic), all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if the Agreement had been completed, would have been required to be furnished to County.

- 14.2.7 Use its best efforts to assist County in selling, in the manner, at times, to the extent, and at a price or prices that County directs or authorizes, any property of the types referred to in Section 14.2.6, but Consultant shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at a price or prices approved by County. All proceeds from the foregoing shall be applied to reduce payments to be made by County to Consultant under this Agreement, shall otherwise be credited to the price or cost of Services covered by this Agreement or be paid in such other manner as County may direct;
- 14.2.8 Complete performance of any part of the Services which were not terminated by the Notice of Termination; and
- 14.2.9 Take such action as may be necessary, or as County may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which County has or may acquire an interest.
- 14.3 After receiving a Notice of Termination, Consultant shall submit to County a termination claim, in the form and with the certification County prescribes. The claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination, unless one or more extensions in writing are granted by County upon Consultant's written request made within such 3-month period or authorized extension. However, if County determines that facts justify such action, it may receive and act upon any such termination claim at any time after such 3-month period or extension. If Consultant fails to submit the termination claim within the time allowed, County may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. County shall then pay to Consultant the amount so determined.
- 14.4 Subject to provisions of Section 14.3, Consultant and County may agree upon the whole or part of the amount or amounts to be paid to Consultant because of any termination of Services under this Section. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Consultant shall be paid the agreed amount.
- 14.5 If Consultant and County fail, under Section 14.4, to agree on the whole amount to be paid to Consultant because of termination of Services under this Section, then Consultant's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of –
- 14.5.1 Reasonable value of Consultant's Services performed prior to Notice of Termination, based on Consultant's entitlement to compensation under Appendix "B", "Payments to Consultant". Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Consultant, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of 10 percent of Consultant's total costs of performing the Services.
- 14.5.2 When, in opinion of County, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable cost to be allowed will be the estimated reasonable cost of performing Services in compliance with the requirements of Agreement and excessive actual cost shall be disallowed.
- 14.5.3 Reasonable cost to Consultant of handling material returned to vendors, delivered to County or otherwise disposed of as directed by County.
- 14.6 Except as provided in this Agreement, in no event shall County be liable for costs incurred by Consultant (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries,

post- termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense which is not reasonable or authorized under Section 14.5.

14.7 This section shall not prohibit Consultant from recovering costs necessary to discontinue further Services under the Agreement as provided for in Section 14.2 or costs authorized by County to settle claims from Subconsultants.

14.8 In arriving at amount due Consultant under this Section there shall be deducted:

14.8.1 All unliquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of Agreement,

14.8.2 Any substantiated claim which County may have against Consultant in connection with this Agreement, and

14.8.3 The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Consultant or sold under the provisions of this Section, and not otherwise recovered by or credited to County.

14.9 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Consultant may file with County a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement which is not terminated. County may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of County and Consultant to agree upon amount or amounts to be paid to Consultant for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit County's rights and remedies at law.

## **15. Conflicts of Interest/Other Agreements**

15.1 Consultant represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections.

15.2 Consultant represents that it has completely disclosed to County all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of County, or other officer, agent or employee of County or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by County for cause. Consultant agrees to comply with all conflict of interest codes adopted by the County of Alameda and their reporting requirements.

15.3 Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the County that Consultant has no present, and will have no future, conflict of interest between providing the County the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the County. The provisions of this Section 15 shall remain fully effective indefinitely after termination of Services to the County hereunder.

## **16. Proprietary or Confidential Information of County; Publicity**

16.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by County and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to County. Consultant agrees that all information

disclosed by County to or discovered by Consultant shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the County's interests where such confidential information could be used adversely to the County's interests. Consultant agrees to notify the County immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement.

16.2 Any publicity or press releases with respect to the Project or Services shall be under the County's sole discretion and control. Consultant shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies, or representatives of public bodies, without County's prior written consent. Consultant shall have the right, however, without County's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

16.3 The provisions of this Section 16 shall remain fully effective indefinitely after termination of Services to the County hereunder.

## **17. Notice to the Parties**

17.1 Notices. All notices (including requests, demands, approvals, or other communications) under this Agreement shall be in writing.

17.1.1 Method of Delivery. Notice shall be sufficiently given for all purposes as follows:

- (a) When personally delivered to the recipient, notice is effective on delivery.
- (b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.
- (c) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
- (d) When delivered by overnight delivery service, including Federal Express, Airborne, and United Parcel Service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
- (e) When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt as long as (1) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a nonbusiness day.

17.1.2 Refused, Unclaimed or Undeliverable Notices. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

17.1.3 Addresses. Addresses for the purpose of giving notice are set forth below. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this paragraph 17.

To County:  
Road Program Manager  
399 Elmhurst Street  
Hayward, CA 94544

To Consultant:  
Mr. Daniel Leary  
Bellecci & Associates  
7041 Koll Center Parkway, Suite 132  
Pleasanton, CA 94566

- 17.1.4 Change of Recipient or Address. Either party may, by written notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

## **18. Ownership of Results/Work for Hire**

- 18.1 Any interest (including, but not limited to, property interests and copyright interests) of Consultant or its Subconsultants, in drawings, plans, specifications, studies, reports, memoranda, computational sheets or other documents (including but not limited to, electronic media) prepared by Consultant or its Subconsultants in connection with Services to be performed under this Agreement shall become the property of and will be transmitted to County at the conclusion of this Agreement. Consultant may, however, retain one copy for its files. Notwithstanding the foregoing, in the normal course of the Consultant's activities, Consultant shall have an unrestricted right to reuse its standard construction drawings, details, specifications and other related documents, including the right to retain electronic data or other reproducible copies thereof, and the right to reuse portions or the information contained in them which is incidental to the overall design of the Project. County shall indemnify, hold harmless and defend Consultant against any and all claims, liabilities, losses and costs arising from County's use of Consultant's documents on work for which Consultant is not retained.
- 18.2 Any and all artworks, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Consultant or its Subconsultants in connection with Services performed under this Agreement shall be Works for Hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of County. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not Works for Hire under U.S. law, Consultant hereby assigns all copyrights to such works to County. With the prior written approval of the County, Consultant may retain and use copies of such works for reference and as documentation of its experience and capabilities.

## **19. Audit and Inspection Records**

- 19.1 Consultant shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Consultant during the course of performing the Services and providing services with respect to the Project, for a period of at least five years following final completion and acceptance of the Project. All such records (except for materials subject to the attorney client privilege, if any) shall be available to County, and County's authorized agents, officers, and employees, upon request at reasonable times and places. Monthly records of Consultant's personnel costs, Consultant costs, and reimbursable expenses pertaining to both Basic Services and Additional Services shall be kept on a generally recognized accounting basis, and shall be available to County, and County's authorized agents, officers, and employees, upon request

at reasonable times and places. Consultant shall not destroy any Project records until after advising County and allowing County to accept and store the records.

- 19.2 Consultant agrees to maintain full and adequate records in accordance with County requirements to show actual costs incurred by Consultant in its performance of this Agreement, and to make available to County during business hours accurate ledgers, books of accounts, invoices, vouchers, cancelled checks, and accounting and other books, records and documents evidencing or relating to all expenditures and disbursements charged to County or relative to Consultant's activities under this Agreement. Consultant will furnish to County, its authorized agents, officers and employees such other evidence or information as County may request with regard to any such expenditure or disbursement charged by Consultant. Consultant will permit County, and County's authorized agents, officers, and employees, to audit, examine and make copies, excerpts and transcripts from such items, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement.
- 19.3 Consultant shall maintain all items described in Sections 19.1 and 19.2 above in an accessible location and condition for a period of not less than five years after final completion and acceptance of the Project or until after final audit has been resolved, whichever is later. If such items are not kept and maintained by Consultant within a radius of fifty (50) miles from County's offices at 399 Elmhurst Street, Hayward, California, Consultant shall, upon County's request and at Consultant's sole cost and expense, make such items available to County, and County's authorized agents, officers, and employees, for inspection at a location within said fifty (50) mile radius, or Consultant shall pay County its reasonable and necessary costs incurred in inspecting Consultant's books and records, including, but not limited to, travel, lodging and subsistence costs. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Section.
- 19.4 The rights and obligations established pursuant to this Section shall be specifically enforceable and survive termination of this Agreement.

## **20. Subcontracting/Assignment/ County Employees**

- 20.1 Consultant and County agree that Consultant's unique talents, knowledge and experience form a basis for this Agreement and that the services to be performed by Consultant under this Agreement are personal in character. Therefore, Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by County in a written instrument executed and approved by the County in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
- 20.2 Consultant shall use the Subconsultants for the scopes of work listed in Appendix A attached hereto, and shall not substitute Subconsultants unless approved by written instrument executed and approved by the County in writing.
- 20.3 To the extent Consultant is permitted by County in writing to subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder, Consultant shall comply with all applicable prompt payment laws and regulations (including, without limitation, California Civil Code Section §3321. Consultant shall remain fully liable and responsible for all acts and omissions of its Subconsultants in connection with the Services or the Project, as if it engaged in the acts and omissions directly.
- 20.4 Consultant shall not employ or engage, or attempt to employ or engage, any person who is or was employed by County or any department thereof at any time that this Agreement is in effect, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of County.

## **21. Non-Discrimination, Equal Employment Opportunity, and Business Practices**

- 21.1 Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex,

actual or perceived sexual orientation, national origin, disability as defined by the ADA (Americans with Disabilities Act) (as defined below), political affiliation, veteran's status, or any other non-merit factor. To the extent applicable, Consultant shall comply with all federal, state, and local laws (including, without limitation, County ordinances, rules, and regulations) regarding non-discrimination, equal employment opportunity, affirmative action, and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.

- 21.2 Consultant shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (Americans with Disabilities Act) (as defined below), political affiliation, veteran's status, or any other non-merit factor.
- 21.3 Consultant shall, if requested to do so by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (Americans with Disabilities Act) (as defined below), political affiliation, veteran's status, or any other non-merit factor.
- 21.4 If requested to do so by the County, Consultant shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- 21.5 Consultant shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
- 21.6 Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- 21.7 The Consultant shall include the provisions set forth in 21.2 through 21.6 (above) in each of its subcontracts.

## **22. Drug-Free Workplace Policy**

- 22.1 Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on a County facility or work site. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents, or assigns shall be deemed a material breach of this Agreement.
- 22.2 If Consultant or any employee of Consultant is convicted of a criminal drug statute violation occurring at a County facility or work site, the Consultant within five days thereafter shall notify the head of the County department/agency for which the contract services are performed.

## **23. Compliance with Americans with Disabilities Act**

- 23.1 Consultant acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state, and local disability rights legislation. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement, and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns shall constitute a material breach of this Agreement.

## **24. Debarment and Suspension Certification** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- 24.1 (a) By signing this agreement and Appendix D, Debarment and Suspension Certification, Consultant/Grantee agrees to comply with applicable federal suspension and debarment



regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35, and Executive Order 12549.

(b) By signing this agreement, Consultant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

## **25. Small, Local, and Emerging Business (SLEB) Participation**

25.1 SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Consultant has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this Agreement, Consultant's certification status changes, Consultant shall notify the County within three business days.

Should Consultant's status as a certified small or emerging local business change at any time during the term of this Agreement, Consultant shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- (a) Consultant must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- (b) SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- (c) As is applicable, Consultant shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this agreement.
- (d) For any subcontractors retained to comply with this provision, Consultant shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #17 above. Consultant will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.
- (e) If subcontractors are added to the agreement, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Consultant shall meet the requirements above within 15 business days of the County notifying Consultant that it is no longer in compliance with the program. County will be under no obligation to pay consultant for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via E-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

## **26. First Source Program**

- 26.1 For contracts over \$100,000, Consultant shall provide COUNTY ten (10) working days to refer to Consultant, potential candidates to be considered by Consultant to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the COUNTY that Consultant has available during the contract term before advertising to the general public.

## **27. Disputes**

- 27.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the County Engineer or his designee, and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral may be initiated by written request from either party, and a meeting between the County representative and principal of the Consultant shall then take place within five days of the request.
- 27.2 Provided that County continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute and Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Consultant agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement, including but not limited to, the time to complete the Services. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, County may terminate this Agreement for cause as provided herein.
- 27.3 In the event of claims exceeding \$50,000, as a precondition to litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified construction mediators. The parties may agree to engage in discovery prior to mediation, but if they do, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 2019, et. seq. and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

## **28. Agreement Made in California; Venue**

- 28.1 This Agreement shall be deemed to have been executed in the City of Oakland, County of Alameda. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in the County of Alameda. Consultant waives CCP §394.
- 28.2 The parties shall execute one original and three copies of this Agreement.

## **29. Compliance with Laws**

- 29.1 Consultant represents that it will comply with all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over the Project, and will provide all information, work histories, and/or verifications as requested by such authorities for security clearances or compliance.
- 29.2 Consultant further represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations, consistent with the standard of care in this Agreement.

### **30. Construction**

- 30.1 All section and paragraph captions are for reference only and shall not be considered in construing this Agreement. Each signatory to this Agreement for Consultant shall have joint and several responsibility and liability to perform the terms of this Agreement.

### **31. Miscellaneous**

- 31.1 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by County of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This section shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall be as defined by law. However, the applicable statutes of repose, California Code of Civil Procedure Sections §§ 337.1 and 337.15, shall continue to apply.
- 31.2 Any provisions or portion thereof of this Agreement, which is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law.
- 31.3 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- 31.4 If a death, serious personal injury or substantial property damage occurs in connection with Consultant's performance of this Agreement, Consultant shall immediately notify the Alameda County Risk Manager's Office by telephone. Consultant shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Consultant's subconsultant; if any; (3) name and address of Consultant's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- 31.5 Consultant further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

### **32. Entire Agreement; Modifications of Agreement**

- 32.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations, or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.

- 32.2 Consultant, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Consultant shall require its Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.
- 32.3 Consultant and its Subconsultants shall, upon request by County, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.
- 32.4 Changes in the Services made pursuant to this Section and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.
- 32.5 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of both County and Consultant expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- 32.6 Whenever the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood as the direction, requirement, or permission of County. The words "approval", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to County, unless otherwise indicated by the context.

### **33. Labor Code Requirements**

- 33.1 The Consultant shall adhere to all appropriate provisions of the California Labor Code in particular with Division 2, Part 7, Chapter 1, Articles 1-3. Any approvals, by the County, will not relieve the Consultant from the observation and/or adherence to the provisions of the California Labor Code.
- 33.2 The Consultant and any subcontractor shall pay not less than the specified general prevailing rates of wages to all workers employed in the execution of the contract. General Prevailing rates of per diem wages shall be those general wage determinations made by the Director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract.
- 33.3 Copies of the prevailing rate of per diem wages are on file with the Contract Compliance Officer, County of Alameda, 951 Turner Court, Room 100, Hayward, CA 94545.
- 33.4 The Consultant shall post, on the job site, a copy of the prevailing rates of per diem wages as determined by the Director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker needed to execute the contract.
- 33.5 Premium pay for Saturdays, Sundays, holidays and overtime shall be as determined by the Director of the Department of Industrial Relations, State of California for each craft, classification or type of worker required in the execution of the contract. Holidays for which the general prevailing hourly wage rate for holiday work shall be paid, shall be all holidays recognized in the collective bargaining agreement on file with the Director of the Department of Industrial Relations, State of California, applicable to the particular craft, classification, or type of worker employed on the project.
- 33.6 Health and welfare, pension, vacation/holiday, apprenticeship or other training programs and any other employer payments required in the execution of the contract shall be as determined by the Director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract.
- 33.7 Hours of work per day or week shall be as determined by the director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract. Eight hours labor constitutes a legal day's work.

- 33.8 Pursuant to Section 1773.8 of the Labor Code, travel and subsistence payments shall be made to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Director of the Department of Industrial Relations, State of California.
- 33.9 The Consultant, or any subcontractor, shall comply with all provisions of Section 1777.5 of the Labor Code pertaining to the employment of apprentices on public works projects. The responsibility for compliance with all the provisions of said Section 1777.5 for apprenticeable occupations is vested with the Consultant. In the event the Consultant willfully fails to comply with Section 1777.5, said Consultant shall be denied the right to bid on any public works contract for a period of up to one year for the first violation and up to three years for the second or subsequent violation with the period running from the date the determination of non-compliance is made. The interpretation and enforcement of Section 1777.5 shall be in accordance with rules and procedures prescribed by the California Apprenticeship Council.
- 33.10 The Consultant shall comply with the Labor Code Sections 1774 and 1775. In accordance with said Section 1775, the Consultant shall forfeit, as a penalty, not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of Industrial Relations, State of California, for such work or craft in which such worker is employed for any work done under the contract by the Consultant, or by any subcontractor, in violation of the provisions of the Labor Code, and, in particular, Labor Code Sections 1770 to 1780 inclusive. In addition to said penalty, and pursuant to said Section 1775, the difference between such stipulated 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 stipulated prevailing wage rate, shall be paid to each worker by the Consultant
- 33.11 Eight hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty, Twenty-Five Dollars (\$25.00) for each worker employed in the execution of the contract by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and, in particular, Sections 1810 to 1814 thereof, inclusive, except that work performed by employees of the Consultant in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one-and-one-half (1-1/2) times the basic rate of pay, as provided in Section 1815 of the Labor Code.
- 33.12 In accordance with Section 1776 of the Labor Code:
- 33.12.1 The Consultant and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, ethnic code, 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 by said Consultant or subcontractor in connection with the work.
- 33.12.2 The payroll records enumerated in Section 33.12.1 shall be certified, and shall be available for inspection at all reasonable hours at the principal office of the Consultant on the following basis:
- 33.12.2.1 A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- 33.12.2.2 A certified copy of all payroll records enumerated in Section 33.12.1 shall be forwarded weekly to the Contract Compliance Officer via the Inspector at 951 Turner Court, Hayward, CA 94545, and shall be made available for inspection or furnished upon request to a representative of the County, the Division of Labor

Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations, State of California.

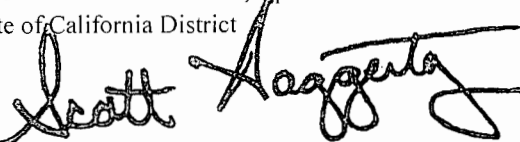
- 33.12.2.3 A certified copy of all payroll records enumerated in Section 33.12.1 shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Consultant.
- 33.12.3 The Consultant shall file a certified copy of the records enumerated in Section 33.12.1 with the entity that requested such records within ten (10) days after receipt of a written request.
- 33.12.4 Any copy of records made available for inspection as copies and furnished upon request to the public or to any public agency by the County, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner so as to prevent disclosure of an individual's name, address and social security number. The name and address of the Consultant awarded the contract or performing the contract shall not be marked or obliterated.
- 33.12.5 The Consultant shall inform the County of the location of the records enumerated under Section 33.12.1 including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and/or address.
- 33.12.6 In the event of noncompliance with the requirements of said Section 1776 of the Labor Code, the Consultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects such Consultant must comply with said Section. Should noncompliance still be evident after such ten-day period, the Consultant shall, as a penalty, forfeit Twenty-Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- 33.12.7 The responsibility for compliance with Section 1776 of the Labor Code shall be a responsibility of the Consultant.
- 33.13 A certified copy of all payroll records enumerated in the above Section 33.12 shall be sent weekly to the Contract Compliance Officer via the Inspector at 951 Turner Court, Hayward, CA 94545.
  - 33.13.1 Certified weekly payrolls shall show the wages and benefits paid to each employee, the employee's job classification, sex and ethnic code. Payrolls will be submitted by the Consultant and each subcontractor via the Consultant.
  - 33.13.2 This provision applies to all classifications, including truckers.
- 33.14 Requests for information relating to labor compliance records, including certified payroll records enumerated in Section 33.12, shall be made through the Contract Compliance Officer at 951 Turner Court, Room 100, Hayward, CA 94545.
- 33.15 Failure to file certified copies of the records enumerated in Section 33.12.1 with County representatives may result in conditioning amounts of any progress payment due.
- 33.16 The Consultant assures that he/she/it will comply with the Americans with Disabilities Act (ADA) and Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.
  - 33.16.1 The Consultant shall, in all solicitations or advertisements for applicants for employment placed as a result of this contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color,

- disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- 33.16.2 Consultant shall, if requested to so do by the County, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- 33.16.3 If requested to do so by the County, Consultant shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- 33.16.4 Consultant shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
- 33.16.5 Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- 33.16.6 The Consultant shall include the provisions set forth in Sections 33.16.1 through 33.16.5 in each of its subcontracts.
- 33.16.7 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS POLICY FORM: The Consultant must post the Equal Employment Opportunity Practices Provisions Policy in a conspicuous place at each construction site. A sample form shall be provided.
- 33.17 Non-compliance with the provisions of the Equal Employment Opportunity Practices policy is subject to the provisions outlined below.
- 33.17.1 If County finds that the Consultant has violated the Equal Employment Opportunity Practices Provisions policy, the Director of Public Works (or designee) shall hold a meeting with the Consultant for the purpose of determining whether the Consultant is out of compliance. If after the meeting the Consultant is found to be still out of compliance, the Consultant will be notified of a public hearing. The public hearing will be held before the Board of Supervisors with a minimum five calendar-day notice to the Consultant. If the Board of Supervisors finds that there has been a violation, the County will notify the Consultant in writing of the sanctions to be imposed.
- 33.17.2 In addition, the County shall deem a finding by the Fair Employment Practice Commission that there was willful violation of the California Fair Employment Act also to be a violation by the Consultant of the Equal Employment Opportunity Practices Provisions requirements of the contract, and such violation shall be subject to the sanctions provided herein.
- 33.18 A finding at the public hearing that there has been violation of the Equal Employment Opportunity Practices Provisions requirements of the contract shall be cause for the Board of Supervisors to impose any or all of the following sanctions:
- 33.18.1 Withhold an additional ten percent (10%) of all further contract progress payments until the Consultant provides evidence satisfactory to the Board of Supervisors that the condition of non-compliance has been corrected.
- 33.18.2 Suspend the contract until such time as the Consultant provides evidence satisfactory to the Board of Supervisors that the condition of non-compliance has been corrected.
- 33.18.3 Terminate the contract and collect appropriate damages from the Consultant.
- 33.18.4 Declare that the Consultant is a non-responsible bidder, and is ineligible to make bids on future County contracts for a stated period of time or until the Consultant can demonstrate to the satisfaction of the Board of Supervisors that the violation has been corrected.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below their respective authorized signatures.

"COUNTY"

COUNTY OF ALAMEDA, a political subdivision of the  
State of California District

By:   
PRESIDENT - BOARD OF SUPERVISORS

Date: JUL 15 2016

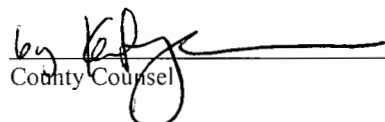
Bellecci & Associates

By:   
DANIEL LEARY, PRINCIPAL

Date: 6.10.16

68-0229035  
TAX IDENTIFICATION NUMBER

Approved as to form:  
Donna R. Ziegler, County Counsel

by   
County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

\*\*\* END OF STANDARD AGREEMENT \*\*\*



2000-01-01

2000-01-01  
2000-01-01  
2000-01-01  
2000-01-01  
2000-01-01

## APPENDIX A

### SERVICES TO BE PROVIDED BY CONSULTANT

1. This is an appendix attached to, and made a part of the Agreement dated 28<sup>th</sup> of June, 2016, between the County of Alameda ("County") and Bellecci & Associates ("Consultant"), providing for professional services.

1.1 The County's Proposed Project – Professional Services Agreement with Bellecci & Associates for Professional Engineering Services in Alameda County.

#### 1.2 Consultant Team

Consultant's team consists of

Bellecci & Associates, 7041 Koll Center Parkway, Suite 132, Pleasanton, CA 94566

Associated Right of Way Services, Inc., 2300 Contra Costa Blvd., Suite 525, Pleasant Hill, CA 94523

Cal Engineering and Geology, 119 Filbert Street, Oakland, CA 94607

Placeworks, 1625 Shattuck Avenue, Suite 300, Berkeley, CA 94709

Silverman & Light, 1201 Park Avenue, Suite 100, Emeryville, CA 94608

TJKM, 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588

Ware Associates, Inc., 440 Grand Avenue, Suite 250, Oakland, CA 94610

Consultant shall provide civil engineering services, and is the prime consultant, with the other consultants serving as subconsultants.

#### 1.3 Scope of Project

Refer to Appendix A Exhibit A-1 attached hereto.

#### 1.4 Consultant's Milestone Schedule and Deliverables

The Milestone Schedule shall be in accordance with Appendix A Exhibit A-1 attached hereto. The deliverables shall be as specified in Appendix A Exhibit A-1 attached hereto.

#### 1.5 Personnel and Subconsultants

Consultant shall use only the personnel and subconsultants identified herein.

### 2. General Requirements

#### 2.1 General Criteria Governing Consultant's Service

2.1.1 The Project shall be developed and designed to meet all applicable and the most current codes, laws, regulations, and professional standards. Certain exceptions are possible, but only when the County grants a written exemption to a specific standard or regulation.

2.1.2 Consultant shall review existing County data, reports, plans, and other information regarding the site, and perform field investigations as necessary to become familiar with the site. Consultant shall make an independent assessment of the accuracy of the information provided by the County concerning existing conditions (including, but not limited to, existing utilities and structures) and conduct such further investigations of existing conditions as are necessary for Consultant to perform the Services. Consultant shall rely on the results of its own independent investigations and not on information provided by County. Consultant shall review supplied design information and advise County of its

adequacy for Consultant's work and advise County of any further design or other services necessary to complete the Project.

- 2.1.3 Unless otherwise permitted in writing by County, Consultant shall not specify or recommend unique, innovative, proprietary or sole source equipment, systems or materials. In the event Consultant requests to specify or recommend a proprietary or sole source design or equipment, Consultant shall provide County with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. County will consider such evaluation in making its decision.

## 2.2 General Scope of Consultant's Services

- 2.2.1 Consultant's services shall include all professional services within the scope of Consultant's professional discipline (including Consultant's team's professional disciplines) necessary to accomplish the tasks defined throughout this Appendix. These services will include, but are not limited to, the services outlined in Consultant's proposed scope of services annexed to this Appendix as its Exhibit A-1. Consultant shall have adequate personnel, facilities, equipment and supplies to complete Consultant's Services.
- 2.2.2 Performance of Services will require Consultant to work with, meet with, and attend meetings with County staff, with other governmental agencies, and with such other consultants as Consultant determines necessary, to the extent necessary for performance of Consultant's duties under this Agreement (including, but not limited to, Consultant's express duties of coordination with other consultants).
- 2.2.3 Consultant shall engage all appropriate specialty subconsultants as are necessary for proper completion of Consultant's Services in accordance with the scope of work specified herein and utilizing the consultants as specified in Exhibit A-1, at the sole expense of Consultant. Consultant's contracts with its subconsultants (and their contracts with their subconsultants) shall incorporate this Agreement by reference to the extent not inconsistent with the subconsultant's scope of work. Consultant shall secure County's prior written approval for any subconsultants not listed in Exhibits 1 and this Appendix. Consultant shall require each of its subconsultants to execute agreements containing standard of care and indemnity provisions coextensive with those in this Agreement and which will indemnify and hold County harmless from any negligent errors or omissions of the Subconsultants.
- 2.2.4 Consultant shall provide County with written evaluations, when applicable, of the effect of any and all governmental and private regulations, licenses, patents, permits, and any other type of applicable restriction and associated requirements on the Services and its incorporation into the Project, including but not limited to, all requirements imposed by the Regional Water Quality Control Board, California Uniform Building Code and California Regulations (including, but not limited to, Title 24). Consultant may incorporate these written evaluations into its deliverables as expository of the report and design solutions provided.

## 2.3 Coordination of Services with the Project, County's Consultant Team, and County Staff

- 2.3.1 Consultant shall fully coordinate its Services with the services of all engineering disciplines and subconsultants involved in completing the Project. For projects requiring the development of construction designs, the objective of this coordination shall be the development of a comprehensive and workable design for the site work portion of the Project and preliminary design for balance of the Project, with consistency in engineering standards, any construction methods anticipated, construction details, materials specifications and approaches, to secure practical, consistent and economic design solutions. Consultant shall immediately advise County in writing if any County staff or consultant fails in any manner to coordinate its work with Consultant, and the nature of the non-compliance.

2.3.2 Consultant shall provide appropriate safety training for Consultant's personnel. Consultant shall review and train Consultant's personnel in appropriate safety procedures for work in the Project area. Consultant shall require all personnel under Consultant's direction to wear safety equipment such as orange vests and appropriate shoes, ear, and eye protection whenever these precautions are required by OSHA safety standards. Consultant shall provide all safety equipment for Consultant's personnel.

2.4 Deliverables and Completion Dates Required Under this Agreement

The Consultant shall provide required deliverables as outlined in the Scope of Project annexed as Exhibit A-1. Each deliverable shall be reviewed with representatives of the County. The County shall make a reasonable determination of the acceptability of the deliverables. Consultant shall promptly correct deficiencies that County reasonably identifies in the deliverables and shall promptly make modifications to conform with Project requirements and modifications to achieve acceptability of deliverables to County, and the cost thereof is included in the fee for Basic Services. (If Consultant should disagree with County's determination, Consultant shall make the changes requested by County under a reservation of rights to request additional compensation and shall submit separate supporting documentation for the additional charge.)

2.5 Monthly Progress Update

With each request for payment, Consultant shall provide County with a written Monthly Progress Update. The Monthly Progress Update shall cover the Consultant's percent complete for each phase of the work as outlined in the "Monthly Billing Breakdown" in accordance with Appendix B, Item 2. If applicable, the Monthly Progress Update shall identify any actions and approvals needed, and any problems in performing the Services (whether by Consultant, County, or any third party) of which Consultant becomes aware.

**APPENDIX A, EXHIBIT A-1**  
**SCOPE OF PROJECT**

This will describe the Professional Services that will be assigned to the Contractor by the County during the duration of the project:

**ASSIGNMENT OF PROJECTS AND NOTICE TO PROCEED**

Each project assigned to the Contractor by the County, as administered by this Agreement, shall commence with a request from the County for a Scoping Meeting. The Scoping Meeting shall be attended by representatives of the County, the Contractor and their sub-contractors to determine which tasks will be performed for a particular project.

After the Scoping Meeting, the Contractor shall prepare a Project Schedule, a Project Cost Estimate and a Project Schedule of Deliverables for submittal to the County. Appropriate software versions of AutoCAD Civil 3D, Microsoft Office and any other software necessary to complete the project shall be listed in the Project Schedule of Deliverables.

The County will review the Project Schedule, Project Cost Estimate and Project Schedule of Deliverables and will either approve, or provide comments for resubmittal of, the Project Schedule, Project Cost Estimate and Project Schedule of Deliverables.

Upon approval by the County of the Project Schedule, Project Cost Estimate and Project Schedule of Deliverables, the County will issue a Notice to Proceed for the Project.

The Notice to Proceed will cover only the tasks listed in Project Schedule, Project Cost Estimate and Project Schedule of Deliverables. Any additional work will be assigned with subsequent Scoping Meetings and Notices to Proceed.

**PRELIMINARY ENGINEERING:**

The Consultant may provide Preliminary Engineering planning, scoping, and conceptual design services as called for in each Notice to Proceed. Preliminary Engineering services may include, but are not limited to: project management tasks, performing boundary and topographic surveys (design level accuracy), performing assessments, studies, and recommending alternative improvements for PS&E development, public outreach, preliminary right of way engineering and environmental clearances.

**PROJECT MANAGEMENT**

In close consultation with ACPWA, the Consultant will be responsible for project management activities including: Oversight, Scheduling, Reporting, Meeting Coordination, Record Keeping and Quality Assurance/Quality Control.

**OVERSIGHT:** The Consultant will be expected to oversee and responsibly manage the costs, staff and resources of its own team.

**SCHEDULING:** The Consultant will be expected to develop and maintain a critical path master project schedule broken down by individual tasks and will incorporate a sub-schedule for each critical project element, such as survey, studies, reports, environmental & right of way assessments, alternatives, etc. Milestones, major deliverables, and percent complete for each task will be included on the schedule. The master schedule will include all known and anticipated logic ties and constraints between project elements. The sub-consultant schedules will be integrated into the master schedule so that they correspond to the work and division of responsibilities. The master project schedule will be submitted to ACPWA and other stakeholders for review and approval. The approved schedule will then be used to establish deadlines for receiving comments and decision making. The project schedule must be updated on a monthly basis and submitted to ACPWA with the monthly progress report.

**REPORTING:** The Consultant will be expected to prepare monthly progress reports to be delivered with the monthly invoice. The progress report will discuss work items that have been completed during the previous

reporting period, relative progress compared to the project budget and schedule, work to be performed during the coming period, and developing issues that may affect scope, schedule, or budget. The Consultant must submit the report using an ACPWA approved outline.

**MEETING COORDINATION:** The Consultant will be expected to organize and conduct regular monthly meetings among its team members as well as any other necessary project meetings with ACPWA staff to ensure that progress is mutually understood and that issues are discussed in a timely manner. The Consultant will develop and distribute agenda and meeting minutes. ACPWA staff will review and approve agenda and meeting minutes prior to distribution. The Consultant shall use an agenda with an ACPWA approved outline.

**RECORD KEEPING:** The Consultant and any sub-consultants will be expected to maintain Project files in accordance with Caltrans' Uniform Filing System or another filing system approved by ACPWA. The Consultant shall maintain files that include all correspondence, documentation and data resulting from or related to the Consultant's services, including but not limited to test results, survey files, engineering computations, assumptions, working drawings, meeting minutes, memos, and transmittals. Consultant shall compile and maintain project files commencing upon the Notice to Proceed incorporating writings, documentation and data as generated, and continuing through completion and acceptance of the services, including required deliverables. The Consultant shall make all files available for review upon request. The Consultant shall submit all original files to ACPWA by 30 calendar days following a request to do so, or 30 calendar days following Consultant's completion of, and ACPWA's acceptance of, all services and deliverables required for the project, whichever is earlier. Files shall be submitted prior to final project payment.

**QUALITY ASSURANCE:** The Consultant will be expected to develop a Quality Assurance/Quality Control (QA/QC) Manual and Project Management Guide to be approved by the County. It will be used to perform QA/QC reviews to assure control of quality during development of the design services. Deliverables will be checked by the Consultant's project staff and will receive quality reviews before being released to anyone outside the team. Sub-consultants will perform similar reviews before submittal of documents to Consultant for further processing to the County. QA/QC will be a scheduled and budgeted task within the development of each deliverable. In addition to normal, ongoing routine checking and review, milestone and final reviews of plans, estimates, and reports will be conducted to assure consistent quality and accuracy. Preparation of design calculations, design criteria, technical studies, reports, and cost estimates will conform to the procedures and guidelines established in the Consultant QA/QC Manual. Project Engineers will review and initial all Consultant produced originals as a record of routine checking and quality control measures taken in review of design calculations. The Consultant shall provide copies of all QA/QC review markups to the County with each milestone submittal.

#### **ASSESSMENTS, STUDIES, AND RECOMMENDATIONS FOR IMPROVEMENT**

At a minimum, the Consultant will assess existing project site conditions, perform pertinent studies, and make recommendations/develop alternatives for improvement.

The Consultant is expected to review existing County data, utility information, reports, plans and other information regarding the project site and its conditions. The Consultant will then advise ACPWA of its adequacy for completing its work and what additional information, assessments and studies are believed to be necessary. Existing data, from which critical decisions are to be made, should be verified by the Consultant. The Consultant must rely on its own independent assessments and investigations and not on information provided by ACPWA. Proceeding with new assessments and studies must be first approved by ACPWA.

Design considerations shall include: safety; preservation of the environment; natural waterways and land; traffic flow; livability/multi-modal; and sustainability. All applicable requirements of the current Municipal Regional Permit, and any future Municipal Regional Permit that the County may be subject to, shall apply for this project.

**ENVIRONMENTAL ASSESSMENT:** Consultant will conduct an environmental evaluation to identify potential impacts and issues related to cultural resources, biological resources, hazardous waste, hydrology/floodplains, scenic/visual resources, clean water, construction noise and air quality, and other related impacts as appropriate.

## **BOUNDARY AND TOPOGRAPHIC SURVEYS (DESIGN LEVEL ACCURACY)**

Using County specified Datum & Coordinate System, the consultant's California Licensed Land Surveyor (Surveyor) shall prepare and submit to the Engineer for review and approval a complete set of "Topographic Plan Drawings" that delineates all existing roadway improvement features as well as any additional features needed to perform final design of the selected improvement to a level of accuracy sufficient to design the project.

The Consultant is expected to research and collect data from County records for use in establishing and mapping the existing public right-of-way and adjacent private property line boundaries. Easements and other property encumbrances must also be researched and included on the survey map. Supplemental Field topographic surveys will be performed to supplement topographic mapping in areas that are deemed necessary by the Consultant. This will entail surveying areas that have incomplete or insufficient data where additional field condition verification is needed to complete relevant design data information.

Mapping shall delineate all existing roadway improvement features, including but not limited to, all types of signing (provide MUTCD sign designation), striping (provide Caltrans striping designation), monuments, reflectors, markers, delineators, guardrails, and all other types of markings, curb, gutter, sidewalk, ramps, driveways, median strip, edge of pavement, fences along property line, signs, trees (including diameter), shrubs, bushes, guard/wood post rails, traffic signals, traffic loops, utility poles, pavement markings, property lines, utility structures, drainage channels and facilities.

The scaled plan drawings must be wet stamped and signed by a Land Surveyor licensed in the State of California. The drawings shall be created using AutoCAD Civil 3D and ACPWA drawing standards, templates, and alpha codes for the insertion of all blocks, layer control, planimetric, features and fault lines. All monuments, monument lines, benchmarks and control points used are to be shown on the map.

## **PUBLIC OUTREACH**

The Consultant is expected to develop and implement a project communication/public outreach plan and conduct public meetings to solicit input on the project and its objectives. The meetings will allow members of the public to provide input on the proposed project throughout the planning and design stages. The meetings will be facilitated in such a way as to maximize the opportunity for input by attendees. In addition to the residents, the process will also include outreach to businesses, affected agencies, utilities, and other stakeholder groups. The Consultant shall be responsible for preparing meeting notices and mailouts, agendas, PowerPoint presentations, exhibits & renderings, handouts, and meeting minutes.

## **PRELIMINARY RIGHT OF WAY ENGINEERING**

The Consultant is expected to identify all right of way needs for the proposed alternatives and prepare preliminary right of way cost estimates.

## **ENVIRONMENTAL CLEARANCE**

The Consultant is expected to take a lead role in securing environmental clearance. Upon selection of the preferred alternative for the Final Design, the consultant shall initiate the environmental approval process. Preparation and approval of the appropriate State or Federal environmental documents and any necessary supporting studies and reports will be the responsibility of the Consultant.

## **DESIGN ENGINEERING**

The Consultant may provide Design Engineering services as called for in each Notice to Proceed. Design Engineering services may include, but are not limited to: project management, public outreach, environmental documentation and permit acquisition, right-of-way engineering and acquisition, field verified utility mapping, final highway design, preparation of the project plans, specifications, and estimate (PS&E) and construction bid process support as further described below.

## **PROJECT MANAGEMENT**

The Consultant is expected to perform project management tasks as described under Preliminary Engineering (Oversight, Scheduling, Reporting, Meeting Coordination, Record Keeping and Quality Assurance/Quality Control).

## **PUBLIC OUTREACH**

The Consultant is expected to continue developing and implementing the public outreach plan as described under Preliminary Engineering.

## **ENVIRONMENTAL PERMITS**

The Consultant is expected to develop and implement work as described under Preliminary Engineering. This will include any continuing studies and incomplete approval processes, to ensure that all Federal, State and local environmental policy requirements are met and all necessary permits are acquired.

## **RIGHT-OF-WAY ENGINEERING**

The Consultant is expected to participate in the planning, analysis and technical report preparation pertaining to right-of-way (ROW) engineering. The Consultant will research and collect data from County records for use in establishing the existing ROW. Tasks may include defining future ROW requirements, performing boundary surveys and developing legal boundary descriptions and assisting with ROW acquisition. This work may include performing appraisals and preparing ROW documents such as permits to enter, encroachment permits, temporary construction easements, permanent easements, ROW plats, maps, legal descriptions, notice to owners, and ROW certifications.

## **FIELD VERIFIED UTILITY MAPPING**

Consultant must field verify the horizontal and vertical location of utilities that may potentially be impacted by planned improvements. Utility base maps received from various utility companies and any available pothole information will be made available by ACPWA upon request. Consultant shall obtain any missing or outdated utility information from the various utility companies. Consultant shall provide field verification of utilities, (e.g., manhole inverts, catch basin inverts, etc.) and acquisition of additional utility record drawings and or/utility data from various agencies if deemed necessary. The depth of selected critical utilities shall be field verified if record drawings of the utilities are not available or if there are perceived utility conflicts. The Consultant shall identify the need for field excavation to expose underground utilities, i.e. pothole work and perform investigative pothole work upon approval from the County. The Consultant will be responsible for acquiring all permits, paying all related fees and traffic control approvals for pothole work, if additional pothole work is determined to be required.

## **FINAL HIGHWAY DESIGN**

Final design of roadway corridor improvements may include, but are not necessarily limited to: pedestrian and bicycle facility improvements, roadway realignment & widening, pavement rehabilitation, highway lighting and traffic signal improvements, traffic calming, retaining wall design, drainage improvements, storm water treatment, landscaping, irrigation and maintenance manuals (in a County approved format).

Improvements must be designed in accordance with the latest editions of the following guidelines, procedures, practices, regulations, manuals and standards, unless otherwise directed by the ACPWA:

- Alameda County Design Guidelines (SD)
- Alameda County Engineering Design Guidelines (April 2008)
- Alameda County Stormwater Quality Control Requirements
- Alameda County Bicycle and Pedestrian Master Plan (April 2012)
- Caltrans Highway Design Manual
- Caltrans Standard Plans and Specifications (2010 or later)
- California MUTCD
- AASHTO "Green Book" – A Policy on Geometric Design of Highways and Street



- AASHTO – Roadside Design Guide
- Americans with Disabilities Act Accessibility Guidelines
- California Access Compliance Reference Manual
- Bay-Friendly Landscaping Guidelines: Sustainable Practices for the Landscape Professional
- Alameda County C3 Stormwater Technical Guidance Manual

## **PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE**

The Consultant will be responsible for preparing the project plans, specifications, and estimate (PS&E).

**PLANS:** Design and contract plans shall be prepared using AutoCAD Civil 3D, using the software version specified in the Project Schedule of Deliverables, and in accordance with the Alameda County Public Works Agency's CADD User's Manual – Section 13 Agency and Consultant CADD Procedures. The AutoCAD files will be submitted with the final contract bid documents. The final bid drawings shall include the consultant's professional engineering stamp and signature in the PDF file and the AutoCAD files may be submitted without signature. Bond copies of the final drawings shall contain wet signatures with the professional engineering stamp.

**Contract Drawings** (4 hard copies and 1 PDF copy at each submittal milestone): Final plan and profile drawings (22"x 34" size) shall be prepared. The plan views of the plan and profile drawings shall show existing topographic features, plotted property lines, and plotted public right-of-way lines and utilities. Existing features and utilities shall be screened. The profile view shall show existing utilities, including field verified utilities and existing grade over the centerline of the pipe.

Work shall be submitted to the Agency for review and comment, in accordance with an approved schedule of deliverables (at 60%, 90%, Final [pre-signature] design milestones) that meets the design completion schedule for each project. Review submittals shall be half size (11" x 17") (4 hard copies and 1 PDF copy at each submittal milestone).

Submissions for each project shall include contract drawings (i.e., plan and profiles, cross sections, utilities, appurtenances, structural details, et cetera).

Construction plan components may include, but are not limited to: Title Sheet and Location Map, Traffic Control Plans, Layout Plans, Utility Plans, Roadway Plans, Profiles, Sections, Details, etc.

Each sheet of plans shall include the Public Works Agency title blocks.

Each sheet of plans shall bear the professional seal, certificate number, registration classification, and expiration date of the certificate of the professional responsible for their preparation. The signature of the responsible professional shall be included on final submittals.

**Final Plans** shall use ACPWA standard sheet layouts and shall be plotted on 24# Bright White Bond paper (Oce' Color Wave 600 Printer Media or similar) and formatted & trimmed to 22" x 34" plans. Final submittal shall include electronic copies of the Civil 3D/AutoCAD files (including all associated design drawings and project design data files).

**SPECIFICATIONS:** (4 hard copies and 1 PDF copy will be needed at each submission milestone): Project specification sections will be prepared to conform to ACPWA's specification format and shall complement the contents of the general and special conditions used by ACPWA in the contract documents. Specifications will utilize the Caltrans Standard Specifications as indicated by the County in the *Notice to Proceed*. Work will be submitted to ACPWA for review and comment concurrently with the preliminary contract drawings. The technical project specification shall be prepared in MS Word format. The Word files will be submitted with each submission round. Electronic submissions in MS Word and the PDF files of the final version shall be submitted with Consultant's professional engineering stamp and signature ready for printing.

**ESTIMATE:** Construction Cost Estimates (4 hard copies and 1 PDF will be needed at each submission milestone). Quantity and construction cost estimates shall be prepared and submitted for the 60%, 90% and 100% levels of review. The spreadsheet shall be submitted with each round of submissions. Detailed cost

estimates shall be prepared using the ACPWA format, MS Excel spreadsheet, which includes all bid items described within the specifications. The estimate shall use the same nomenclature and units of pay as indicated in the specifications. The estimate shall reflect current bid prices based on similar projects and the design engineer's own judgment. Copies of previous bid results used for such estimating purposes shall be submitted along with the final cost estimate. All quantities shown for bid items used in construction contract documents and cost estimate must include easy to follow calculations demonstrating how the quantities were determined.

## **CONSTRUCTION-BID PROCESS SUPPORT**

The Consultant will assist ACPWA with preparing the necessary information needed to properly solicit competitive construction bids and to support a recommendation to the Board of Supervisors to award the Project's construction contract to the lowest responsible bidder. Meetings may include a pre-bid meeting and any other meeting, in the office or field, which requires engineering or design expertise. Any need to clarify or resolve discrepancies, errors, and/or omissions in the PS&E shall be done at no additional cost to the County. Responses to requests for information (RFIs) must be made within two days of receipt.

## **CONSTRUCTION ENGINEERING**

The Consultant may provide Construction Engineering as called for in each Notice to Proceed. Construction Engineering services may include, but are not limited to: project management, field visits and project meetings, administration of submittals and requests for information (RFIs) and review of final record documents.

## **PROJECT MANAGEMENT**

The Consultant is expected to perform project management tasks as described under Preliminary Engineering (Oversight, Scheduling, Reporting, Meeting Coordination, Record Keeping and Quality Assurance/Quality Control).that would normally be expected to extend through the project construction phase. Meetings may include a pre-construction meeting and any other meeting, in the office or field, which requires engineering or design expertise.

## **FIELD VISITS AND PROJECT MEETINGS**

The Consultant is expected to be available to conduct field visits and inspections and attend meetings pertaining to the Project during the Project's construction phase.

## **SUBMITTAL AND RFI ADMINISTRATION**

The Consultant will review, comment on, and approve or deny contractor submittals. The Consultant will also be responsible for responding to contractors RFIs. Any need to clarify or resolve discrepancies, errors, and/or omissions in the PS&E shall be done at no additional cost to the County. Responses to submittals and RFIs must be made within two days of receipt. If the County determines the RFI is of an emergency nature, then the County may require an immediate response from the Contractor. Project delay costs resulting from not responding to a submittal or a RFI in a timely manner will be borne by the Consultant.

## **REVIEW OF FINAL RECORD DOCUMENTS**

The Consultant will review the projects final record documents to assure consistency with approved amendments to the originally authorized construction documents.

END OF APPENDIX A



## APPENDIX B

### PAYMENTS TO CONSULTANT

This is an appendix attached to, and made a part of the Agreement dated 28<sup>th</sup> of June, 2016, between the County of Alameda ("County") and Bellecci & Associates ("Consultant"), providing for professional services.

#### 1. Amount of Compensation for Services of Consultant

- 1.1 The amount of compensation to be paid to Consultant for all services under this Agreement shall not exceed TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) referred to hereafter as the Not To Exceed Amount ("NTE"). The Consultant may have several projects assigned by the County under this NTE amount. Total compensation paid to the Contractor for all projects assigned will not be greater than the NTE amount and may be less than the NTE. Since this is an on-call contract, the number of projects and total compensation paid to the Contractor will vary (is indeterminate) and may be significantly less than the NTE. Total compensation due Consultant shall be the actual amount invoiced based upon the Consultant's hourly billing, which is based on the Project Schedule, Project Cost Estimate and Project Schedule of Deliverables covered by each Notice to Proceed and described in Appendix A, Exhibit A-1, and which may be less than the NTE amount. Reimbursable Expenses are included in the NTE. The NTE also includes within its scope the scope of all subconsultants and their reimbursables, and shall constitute full compensation for the Services.
- 1.2 "Reimbursable Expenses" means job related expenses directly incurred by Consultant in the performance of services provided under the Agreement. Reimbursable expenses include mail and overnight delivery services, reproduction of reports, drawings, specifications, photographs, and similar. Normal travel expenses to and from the site are included in the base contract and are not Reimbursable Expenses. Meals, lodging and vehicle rentals are not Reimbursable Expenses. Out-of-State travel in connection with the project shall be approved in advance by County.

#### 2. Monthly Billing Breakdown

- 2.1 County shall make monthly payments to Consultant in accordance with approved Monthly Billing Breakdown, which shall be submitted by Consultant for County's approval prior to the first monthly invoice. The "Monthly Billing Breakdown" shall itemize separate categories for each consultant, each phase of work, along with the billing period defining the time line and cost for each category.

#### 3. Methods of Payment to Consultant

- 3.1 For Basic Services on the Project. Consultant shall submit monthly invoices in accordance with the approved "Monthly Billing Breakdown" specifying the percentage complete for each billing category and itemized reimbursable expenses supported by invoices and appropriate backup documentation. Each invoice shall report on Consultant's total billings.

#### 4. Billing Rates

- 4.1 The Billing Rates used as a basis for payment apply to all of Consultant's and Subconsultants' principals, professional personnel and others engaged directly on the Project, and are set forth in the Scope of Project (Exhibit A-1 attached to Appendix A). The billing rates shall be fixed for the first three (3) years of the contract. Any future adjustments to the attached Consultant fee schedule is subject to negotiation for approval by the County. In any case, the maximum adjustment shall not exceed 3%.

END OF APPENDIX B





## EXHIBIT C

### TIME AND MATERIALS HOURLY RATE SCHEDULE

#### ENGINEERING & PLANNING SERVICES

Principal	\$ 224
Project Manager	\$ 190
Construction Manager	\$ 184
Professional Engineer	\$ 184
Senior Engineer	\$ 160
Design Engineer	\$ 142
Senior Public Works Inspector	\$ 138
Assistant Engineer	\$ 132
Public Works Inspector	\$ 118
Engineering/Surveying Technician	\$ 122
Planner	\$ 154
Clerical	\$ 60

#### LAND SURVEYING SERVICES

Professional Land Surveyor	\$ 184
Survey Coordinator	\$ 164
Survey Technician	\$ 124
Flag Person	\$ 84
1-Man Survey Crew	\$ 196
2-Man Survey Party	\$ 268
3-Man Survey Party	\$ 338

#### LEGAL AND EXPERT SERVICES

Depositions and Trial Testimony	\$ 300
---------------------------------	--------

#### REIMBURSABLE EXPENSES

In House Printing:	Bond.....	\$0.20/sf
	Mylar.....	\$4.75/sf
	Large Format Color Presentation .....	\$2.50/sf
	Color Copies – 8.5" x 11".....	\$1.00/ea
	- 11" x 17" .....	\$1.90/ea

Outside Printing & Delivery Services: Cost + 10%

Subcontractors: Cost + 10%

Overtime work will be charged at 135% of the standard hourly rates, however, no overtime will be charged without prior authorization by the client.

CONCORD  
2290 Diamond Blvd. Suite 100  
Concord, CA 94520-5744  
Tel. 925.685.4569

PLEASANTON  
7041 Koll Center Parkway, Suite 132  
Pleasanton, CA 94566-3128  
Tel. 925.681.4885

Civil Engineering Land Surveying



## Project Billing Rates

CONSULTING CATEGORY	HOURLY RATE
Principal Consultant	\$200.00
Managing Consultant	\$185.00
Consultant I	\$150.00
Consultant II	\$130.00
Consultant III	\$115.00
Right of Way Coordinator	\$80.00
Administrative Support	\$65.00
Appraisal Reports	Lump Sum
Appraisal Services (Hourly)	\$200.00
Subcontractors	Cost + 10%
Depositions, Court Appearances, Arbitrations / Mediations, Hearings, and Testimony (including preparation)	\$275.00

*Fees include direct and indirect expenses and profit*





## **SILVERMAN & LIGHT, INC.**

Project Billing Rates    Billing Rates

<b>Principal/Director</b>	<b>\$240.00/hour</b>
<b>Director / Sr. Engineer / Manager</b>	<b>\$175.00/hour</b>
<b>Sr. Project Manager</b>	<b>\$156.00/hour</b>
<b>Project Manager</b>	<b>\$145.00/hour</b>
<b>Production Manager</b>	<b>\$145.00/hour</b>
<b>BIM Director</b>	<b>\$145.00/hour</b>
<b>Engineer/Sr. Designer</b>	<b>\$120.00/hour</b>
<b>Sr. CAD/BIM Operator</b>	<b>\$120.00/hour</b>
<b>Designer /CAD</b>	<b>\$95.00/hour</b>
<b>Administration/Accounting /Specs</b>	<b>\$72.00/hour</b>



## Project Billing Rates

Personnel	Rate
Principal Engineer/Geologist	\$220 per hour
Associate Engineer/Geologist	\$195 per hour
Senior Engineer/Geologist	\$179 per hour
Project Engineer/Geologist	\$144 per hour
Staff Engineer/Geologist	\$128 per hour
Technician (Straight rate prevailing wage)	\$115 per hour
Project Assistant	\$ 82 per hour
Administration/Clerical	\$ 77 per hour
Special Inspector (Straight rate prevailing wage)	\$118 per hour
Deposition/Court Testimony (minimum 4 hours)	\$360 per hour

Laboratory Tests	Fee
Concrete Compressive Strength Testing	\$ 35 per test
Moisture Content (ASTM D 2216)	\$ 20 per test
Moisture & Density (ASTM D 4318)	\$ 28 per test
Atterberg Limits (ASTM D 4318)	\$180 per test
Compaction Curve, 4" mold (ASTM D 1557)	\$230 per test
Compaction Curve, 6" mold (ASTM D 1557)	\$280 per test
Wash over #200 Sieve (ASTM D 1140)	\$ 65 per test
Sieve Analysis with #200 Wash (ASTM D 422)	\$130 per test
Sieve & Hydrometer (ASTM D 422)	\$205 per test

Reimbursables	Rate
Mileage	\$0.55 per mile
Nuclear Gage	\$ 50 per day
Inclinometer	\$175 per day
Vane Shear Device	\$100 per day

2. **Travel Time.** Travel time will be charged at regular hourly rates, not to exceed eight (8) hours per day.
3. **Expenses.** All direct costs will be billed at actual cost plus 10%, unless there is explicit agreement otherwise. Direct costs include:
  - Third party services – Fees for subcontracted third party services (including drilling and backhoe services, special consultant fees, permits, special equipment rental, overnight mail or messenger services and other similar project related costs)
  - Travel expenses, including airfares, hotel, meals, ground transportation, and miscellaneous expenses.
  - Reproduction costs, including photocopy, blueprints, graphics, photo prints or printing.
4. **Subconsultants.** To the extent that it becomes necessary to use subconsultants, Client will be invoiced at cost plus 10% to cover insurance liability and other overhead costs.





Vision That Moves Your Community

## Rate Schedule

Principal .....	\$250/hour
Director .....	230/hour
Senior Project Manager .....	210/hour
Project Manager .....	180/hour
Senior Transportation Engineer .....	165/hour
Engineer .....	145/hour
Assistant Engineer .....	125/hour
Transportation Planner .....	120/hour
Graphics Designer .....	110/hour
Technical Staff .....	80/hour
Technical Staff II .....	80/hour
Administrative Staff .....	80/hour
Production Staff .....	55/hour

## Reimbursable Expenses

Plotting (per sheet) .....	\$18.00
----------------------------	---------

**Pleasanton**  
4305 Hacienda Drive  
Suite 550  
Pleasanton, CA  
94588-8526  
925.463.0611  
925.463.3690 fax

**Fresno**  
516 W. Shaw Avenue  
Suite 200  
Fresno, CA  
93704-2515  
559.325.7530  
559.221.4940 fax

**Sacramento**  
980 Ninth Street  
16<sup>th</sup> Floor  
Sacramento, CA  
95814-2736  
916.449.9095

**Santa Rosa**  
1400 N. Dutton Avenue  
Suite 21  
Santa Rosa, CA  
95401-4643  
707.575.5800  
707.575.5888 fax

tjkm@tjkm.com  
www.tjkm.com

*All outside services are billed at cost plus a ten percent margin for handling.*

*Expert Witness charges available upon request.*



**PlaceWorks** PROJECT BILLING RATES

STAFF LEVEL	HOURLY BILL RATE
Principal	\$200-\$300
Associate Principal	\$180-\$215
Senior Associate/Senior Scientist	\$150-\$185
Associate/Scientist	\$115-\$155
Project Planner/Project Scientist	\$95-\$125
Planner/Assistant Scientist	\$80-\$100
Graphics Specialist	\$60-\$130
Clerical/Administrator/Word Processing	\$40-\$115
Intern	\$55-\$75

Subconsultants are billed at cost plus 10%.





## APPENDIX C INSURANCE

### EXHIBIT C COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability, Products and Completed Operations; Contractual Liability, Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E</b>	<u>Endorsements and Conditions:</u> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> <li>Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	

Certificate C-2C with EO

Page 1 of 1

(REV. 3/24/15)

END OF APPENDIX C



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/09/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Dealey, Renton &amp; Associates</b> <b>P. O. Box 12675</b> <b>Oakland, CA 94604-2675</b> <b>510 465-3090</b>		<b>CONTACT NAME:</b> Jo Lusk <b>PHONE (A/C, No, Ext):</b> 510 465-3090 <b>FAX (A/C, No):</b> 510 452-2193 <b>E-MAIL ADDRESS:</b> jlusk@dealeyrenton.com															
<b>INSURED</b> <b>Bellecci &amp; Associates, Inc</b> <b>2290 Diamond Blvd, Suite 100</b> <b>Concord, CA 94520</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Associated Indemnity Corp.</td> <td></td> </tr> <tr> <td>INSURER B: American Automobile Ins. Co.</td> <td>21849</td> </tr> <tr> <td>INSURER C: Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Associated Indemnity Corp.		INSURER B: American Automobile Ins. Co.	21849	INSURER C: Berkley Insurance Company	32603	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Associated Indemnity Corp.																	
INSURER B: American Automobile Ins. Co.	21849																
INSURER C: Berkley Insurance Company	32603																
INSURER D:																	
INSURER E:																	
INSURER F:																	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	AZC80906751	09/10/2015	09/10/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	MZA80314514	09/10/2015	09/10/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	X	AZC80906751	09/10/2015	09/10/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WZP81026630	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			AEC900765700	12/04/2015	12/04/2016	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

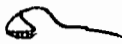
General Liability policy excludes claims arising out of the performance of professional services.

RE: RFP No ROA2015918

County of Alameda, its Board of Supervisors, the individual members thereof, and all County and County officers, agents, employees, and volunteers are named as Additional Insured to General and Auto Liability (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

<b>Alameda County Public Works Agency</b> <b>399 Elmhurst St</b> <b>Hayward, CA 94544</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--



## DESCRIPTIONS (Continued from Page 1)

per policy form wording. Commercial General Liability Insurance is primary and non-contributory per policy form wording. Waiver of Subrogation applies to Worker's

Compensation coverage per policy form wording. Notice of Cancellation: It is understood and agreed that in the event of cancellation of the policy for any reason other than non-payment of premium, 30 days written notice will be sent to the certificate holder by mail. In the event the policy is cancelled for non-payment of premium, 10 days written notice will be sent to the above.



**Additional Insured - Owners, Lessees or Contractors - AB 90 67 12 93**  
Policy Amendment Section II

Insured Bellecci & Associates, Inc

Policy Number AZC80906751

Producer Dealey, Renton & Associates

Effective Date 09/10/2015

---

**Schedule**

**Name of Person(s) or Organization(s)**

**Description of Operations**

Alameda County Public Works Agency  
399 Elmhurst St  
Hayward, CA 94544

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S), CONT: County of Alameda, its Board of Supervisors, the individual members thereof, and all County and County officers, agents, employees, and volunteers

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

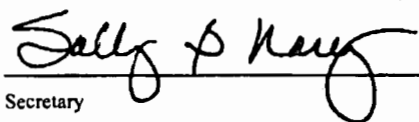
The following is added to Part I - WHO IS AN INSURED in the Business Liability Section of this policy

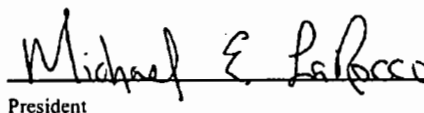
arising out of **your work** for that insured by or for you.

5. The person or organization shown in the Schedule is also an insured, but only with respect to liability

All other terms and conditions of the policy apply.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the Fireman's Fund Insurance Companies as named in the policy

  
Secretary

  
President





Insured: Bellecci & Associates, Inc

Policy Number: WZP81026630

Effective Date: 07/01/2015

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

Alameda County Public Works Agency  
399 Elmhurst St  
Hayward, CA 94544

**Job Description**

PERSON(S) OR ORGANIZATION(S), CONT: County of Alameda, its Board of Supervisors, the individual members thereof, and all County and County officers, agents, employees, and volunteers

Countersigned by \_\_\_\_\_  
Authorized Representative

Form WC 04 03 06  
Process Date:

(1) Printed in U.S.A.

Policy Expiration Date:



## APPENDIX D

### COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION For Procurements Over \$25,000

The Consultant, under penalty of perjury, certifies that, except as noted below, Consultant, its Principals, and any named and unnamed subconsultants/subcontractors:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

CONSULTANT: Bellecci & Assoc

PRINCIPAL: Daniel Leary TITLE: VP

SIGNATURE: [Signature] DATE: 6.10.16

END OF APPENDIX D

THE  
JOURNAL OF  
THE  
ROYAL ANTHROPOLOGICAL INSTITUTE  
OF GREAT BRITAIN AND IRELAND  
VOLUME 100 PART 1 2000

## **APPENDIX E**

### **COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating subcontractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County which have a start date on or after July 1, 2007 should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at:

[http://www.elationsys.com/elationsys/support\\_1.htm](http://www.elationsys.com/elationsys/support_1.htm)

Or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

**END OF APPENDIX E**



**APPENDIX F: ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT  
VENDOR INFORMATION**

ALCOLINK Vendor Number (if known): \_\_\_\_\_ SLEB Vendor Number: 02-89979

Full Legal Name: Bellecci & Associates, Inc DBA: Bellecci & Associates, Inc.

Type of Entity:        ☐ Individual        ☐ Sole Proprietor        ☐ Partnership  
                             ☒ Corporation        ☐ Tax-Exempted        ☐ Government or Trust

Check the boxes that apply:

☐ Goods Only        ☐ Goods & Services        ☐ Rents/Leases        ☐ Legal Services  
☐ Rents/Leases paid to you as the agent        ☐ Medical Services        ☐ Non-Medical Services –

Describe \_\_\_\_\_ ☒ Other Professional Engineering Services

Federal Tax ID Number (required):        68-0229035

P.O. Box/Street Address:        7014 Koll Center Parkway Ste # 132  
   Pleasanton, CA 94566

Vendor Contact's Name: Daniel Leary

Vendor Contact's Telephone: 925-681-4880        Fax: 925-685-4838

Vendor Contact's E-mail address: daniel@bellecci.com

***Please check all that apply:***

LOC	<input type="checkbox"/>	Local Vendor (Holds business license within Alameda County)
SML	<input type="checkbox"/>	Small Business (as defined by Small Business Administration)
I	<input type="checkbox"/>	American Indian or Alaskan Native (>50%)
A	<input type="checkbox"/>	Asian (>50%)
B	<input type="checkbox"/>	Black or African American (>50%)
F	<input type="checkbox"/>	Filipino (>50%)
H	<input type="checkbox"/>	Hispanic or Latino (>50%)
N	<input type="checkbox"/>	Native Hawaiian or other Pacific Islander (>50%)
W	<input checked="" type="checkbox"/>	White (>50%)

Number of Entry Level Positions available through the life of the contract:        4

Number of other positions available through the life of the contact:        5

This information to be completed by County:





Contract # \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Term: \_\_\_\_\_

**Vendor** agrees to provide Alameda County (through East Bay Works and Social Services Agency), ten (10) working days to refer to Vendor, potential candidates to be considered by Vendor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Vendor has available during the life of the contract before advertising to the general public. Vendor will also provide the County with specific job requirements for new or vacant positions. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but final decision of whether or not to offer employment, and the terms and conditions thereof, to the candidate(s) rest solely within the discretion of the Vendor.

**Alameda County** (through East Bay Works and Social Services Agency) agrees to only refer pre-screened qualified applicants, based on vendor specifications, to vendor for interviews for prospective employment by Vendor (see Incentives for Vendor Participation under Vendor/First Source Program located on the Small Local Emerging Business (SLEB) Website, <http://www.acgov.org/auditor/sleb/>).

If compliance with the First Source Program will interfere with Vendor's pre-existing labor agreements, recruiting practices, or will otherwise obstruct Vendor's ability to carry out the terms of the contract, Vendor will provide to the County a written justification of non-compliance in the space provided below.

*Bellecci and Associates*

\_\_\_\_\_  
(Company Name)

  
(Vendor Signature)

6.10.16  
(Date)

\_\_\_\_\_  
(East Bay Works / One-Stop Representative  
Signature)

\_\_\_\_\_  
(Date)

Justification of Non-Compliance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

END OF APPENDIX F

1917

1918

**APPENDIX G:**

**CERTIFICATION**

**of Compliance with the Iran Contracting ACT of 2010**

**(Applicable to Contract Value of \$1 million or more)**

The Consultant certifies under penalty of perjury that it is not prohibited from entering into this bid by the provisions of the Iran Contracting Act of 2010 (Public Contract Code sections 2200-2208).

Note: Providing a false certification will result in referral to the Attorney General for prosecution and imposition of substantial civil penalties up to twice the contract value and a prohibition from bidding on public entity contracts for a period of three years. Providing a false certification may result in termination of an awarded contract. The above certification is part of the Agreement.

COMPANY NAME: Bellecci & Assoc

PRINCIPAL: Daniel Leary TITLE: VP

SIGNATURE:  DATE: 6.10.16

**End of Certification**

END OF APPENDIX G

Handwritten text, possibly a signature or name.

Handwritten text, possibly a date or location.

Handwritten text, possibly a title or subject.

**Professional Services Agreement**  
**With**  
**WRECO**  
**For**  
**PROFESSIONAL ENGINEERING SERVICES**

**Contract No. \_\_\_\_\_**



## **County of Alameda**

### **AGREEMENT BETWEEN**

#### **COUNTY OF ALAMEDA AND (CONSULTANT)**

This Agreement is made this 28<sup>th</sup> of June, 2016, in the City of Oakland, State of California, by and between WRECO, 1000 Broadway, Suite 475, Oakland, CA 94607, hereinafter referred to as "Consultant" and the County of Alameda, a political subdivision of the State of California, hereinafter referred to as "County."

### **AGREEMENT**

#### **1. Definitions**

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

**Agreement** This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, Appendices "A", "B", "C", "D", "E", "F" and "G" attached hereto.

**CONSULTANT** WRECO

**COUNTY** County of Alameda

**LOCAL AGENCY** County of Alameda

**Project** The COUNTY's project – Professional Services Agreement with WRECO for Professional Engineering Services - as further described in Appendix "A", Scope of Services.

**Services** All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, coordination and administrative services.

**Subconsultants** Associated Right of Way Services, Inc.  
Cal Engineering and Geology  
EXARO Technologies Corporation  
Kimley-Horn and Associates, Inc.  
PGAdesign, Inc.  
PLS Surveys, Inc.

#### **2. Term of Agreement**

All work comprising the Services shall be deemed performed under this Agreement. The contract period will be from July 1, 2016 through June 30, 2019 with an option for a two year extension.

#### **3. Services Consultant Agrees to Perform**

3.1 Consultant shall perform all Services described in Appendix "A", "Services to be Provided by Consultant", attached hereto and incorporated by reference as though fully set forth herein.



- 3.2 Consultant shall complete all Services required by this Agreement within the times specified in the Milestone Schedule in Appendix "A". Consultant agrees that the Milestone Schedule includes reasonable allowances for completion of the Services, including all time required for County's review and approval of deliverables and for approval of the deliverables by all authorities having jurisdiction over the Project and the Services. Consultant shall achieve its scheduled Milestones (as shown on the Milestone Schedule) unless an excusable event causes delay (excusable delay), and unless Consultant gives written notice of the excusable event and requests a time extension within ten days of the occurrence of the excusable event. (Excusable events shall be limited to acts of neglect by County or County's agents or consultants when acting at County's direction, breaches of this Agreement by County, Acts of God such as fire, flood, earthquake, or epidemic, or delay by a construction contractor during the construction phase of the Project, or any other circumstances beyond Consultant's reasonable control). If the period of excusable delay caused by an excusable event concurs with a Consultant-caused or other non-excusable delay, County may (but shall not be required to) grant a time extension without compensation.
- 3.3 Consultant may recover extra costs resulting from excusable delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Consultant as a direct result of the delay and not otherwise within Consultant's scope of Services, and (iii) are documented to the County's satisfaction. (For example, and not by way of limitation, contract punch list and final inspection Services, whenever performed, and Services related to correcting deficiencies in Consultant's work, shall be within Basic Services and not entitle Consultant to extra costs or Additional Services.)
- 3.4 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than excusable delays, Consultant shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of critical importance in the performance of this Agreement.

#### **4. Compensation**

- 4.1 County shall pay Consultant compensation according to the Compensation Schedule established in Appendix "B", Payments to Consultant. County shall pay Consultant in monthly payments on or before the last day of each month for Services properly invoiced by the Consultant which have been properly performed as of the last day of the immediately preceding month and is due under Appendix "B"..
- 4.2 County shall not incur any charges under this Agreement, nor shall any payments become due to Consultant for any payment period on the Project, until County receives all deliverables required under Appendix "A" for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Consultant has partially completed one or more deliverables due during a payment period, and if Consultant demonstrates diligent progress thereon, then County may make a partial progress payment based upon Consultant's percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon County.
- 4.3 County will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). County will make payment for questioned amount(s) upon County's receipt of any requested documentation verifying the claimed amount(s) and County's determination that the amount is due under the terms of this Agreement. County shall advise Consultant, in writing, within 15 days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of County including, without limitation, Consultant's transmittal of all deliverables to County required by Appendix "A".
- 4.4 Invoices furnished by Consultant under this Agreement must be in a form acceptable to County. All amounts paid by County to Consultant shall be subject to audit by County. Payment shall be made by County to Consultant at the address stated hereinabove.
- 4.5 County may set off against payments due Consultant under this Agreement any sums that County determines that Consultant owes to County because of Consultant's errors, omissions, breaches of this Agreement, delays or other acts which caused County monetary damages. Prior to exercising such right,

County must demand and attend mediation pursuant to Section 27.3 of this Agreement, to be attended by County, Consultant, and any applicable insurance carriers; such mediation to occur within 30 days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the County's demand, then the Alameda County Superior Court may upon application by any party make such selection for the parties. If a party other than County refuses to mediate under this Section, then County shall have satisfied its obligations under this Section.

## **5. Maximum Costs**

- 5.1 County's obligation hereunder shall not at any time exceed the amount approved by the Board of Supervisors for payment to the Consultant pursuant to the terms of this Agreement.
- 5.2 Except as may be provided by applicable law governing emergency conditions, County has not authorized its employees, officers and agents to request Consultant to perform Services or to provide materials, equipment and supplies that would result in Consultant performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the County amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.
- 5.3 County shall not reimburse Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the Services, materials, equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

## **6. Qualified Personnel**

- 6.1 For purposes of this Agreement, except for notices specified under Section 17 below, County shall direct all communications to Consultant through Mr. Han-Bin Liang, WRECO, 1000 Broadway, Suite 475, Oakland, CA 94607; and Consultant shall direct all communications to County through County Project Engineer.
- 6.2 Services under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant shall conform with County's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at County's request, shall be supervised by Consultant.
- 6.3 Consultant agrees that all professional personnel assigned to the Project will be listed in its proposal, Appendix "A", attached hereto and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel are not bound by personal employment contracts to Consultant. Consultant agrees that reassignment of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of County. Any costs associated with reassignment of personnel shall be borne exclusively by Consultant.
- 6.4 Consultant agrees that should the above personnel not continue their assignments on the Project during the entire term of this Agreement, then Consultant shall not charge County for the cost of training or "bringing up to speed" replacement personnel. County may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Consultant's cost.

## **7. Representations**

- 7.1 Consultant represents that it has reviewed Appendix "A", "Services to be Provided by Consultant", and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Appendix "B", Payments to Consultant, and within the times specified in the Milestone Schedule.
- 7.2 Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior

to time such licenses and/or permits are required. Consultant also represents that it has reasonable knowledge of all applicable building codes, laws, regulations and ordinances.

- 7.3 Consultant represents that it and its subconsultants have specialized expertise in engineering services similar to those intended for the Project. Consultant agrees that the Services shall be performed in a manner that conforms to the standards of engineering practice observed by a specialist in performing services similar to the Services. Consultant agrees that for a period of one year after the completion of the Services or at the final acceptance of the construction resulting from the Services, whichever is later, it will re-perform or replace any part or all of the Services deemed by County to be defective and/or not meeting the above standard.
- 7.4 The granting of any progress payment by County, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of County or any other governmental entity, shall in no way waive or limit the obligations in this Section 7 or lessen the liability of Consultant to re-perform or replace unsatisfactory Services to the extent required by Section 7.3 above, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

## **8. Indemnification and General Liability**

- 8.1(a) To the fullest extent allowed by law, Consultant shall indemnify and hold harmless the County and County of Alameda, their Board of Supervisors, officers, employees, and representatives from and against any and all claims, actions, including administrative actions, penalties, fees or fines, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County or County employees, and the public, or damage to property, or any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by County or County, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement to the extent caused by the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

(b)The duty of Consultant to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2782.8 of the California Civil Code.

(c)The obligations set forth in this section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceeding for professional negligence would be barred by an applicable statute of repose or statute of limitation.

8.2 [Intentionally Omitted]

8.3 [Intentionally Omitted]

8.4 Consultant shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities and insurance obligations in favor of County and other Indemnitees in the exact form and substance of those contained in this Agreement.

8.5 County acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the Project site is outside of Consultant's expertise and is not included in the scope of Services Consultant is to perform nor included in Consultant's insurance. County shall hire an expert consultant in this field if the Project involves such materials. Consultant shall not be responsible or be involved in any way with the discovery, presence,

handling or removal of such materials. Consultant shall be responsible to coordinate with County's expert consultant as required by Appendix "A", Services To Be Provided By Consultant.

## **9. Liability of County**

- 9.1 Except as provided in Appendix "A", Services to be Provided by Consultant, and Appendix "C", Insurance, County's obligations under this Agreement shall be limited to the payment of the compensation provided for in Sections 3, 4 and 5 of this Agreement.
- 9.2 Notwithstanding any other provision of this Agreement, in no event shall County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 9.3 County shall not be responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented, or loaned to Consultant by County. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless County from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, County employees or third parties, or to property belonging to any of the above except to the extent caused by the sole negligence of willful misconduct of County.
- 9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which County may have under this Agreement or any applicable law. All rights and remedies of County, whether under this Agreement or other applicable law, shall be cumulative.

## **10. Independent Contractor; Payment of Taxes, and Other Expenses**

- 10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Consultant performs the Services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of its Subconsultants, its employees and its agents.
- 10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between County and Consultant. Consultant acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be County employees, and shall not be entitled to receive any benefits conferred on County employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- 10.3 Consultant shall be solely responsible for payment of any required taxes, including California sales and use taxes, and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.
- 10.4 Consultant shall be available as much as reasonably possible to County staff during the County's normal working hours or as otherwise requested by County. Terms in this Agreement referring to direction from County shall be construed as providing for direction as to policy and the result of Consultant's Services only and not as to the means by which such a result is obtained.
- 10.5 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities who are not parties to this Agreement.

## **11. Insurance**

- 11.1 Prior to execution of this Contract, Consultant shall furnish to County satisfactory proof that it maintains the insurance required by this Contract as set forth in Appendix C "Insurance," which is attached and made a part of this Contract. In the event Consultant fails to maintain any required insurance, County may

(but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due Consultant under this Contract (or Consultant shall promptly reimburse County for such expense).

## **12. Suspension of Services**

- 12.1 County may, without cause, order Consultant to suspend, delay or interrupt ("suspend") Services pursuant to this Agreement, in whole or in part, for such periods of time as County may determine in its sole discretion. County shall deliver to Consultant written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and Consultant shall be compensated for such delay to the extent provided under this Agreement.
- 12.2 Notwithstanding anything to the contrary contained in this Section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible.

## **13. Termination of Agreement for Cause**

- 13.1 If at any time County believes Consultant may not be adequately performing its obligations under this Agreement, that Consultant may fail to complete the Services as required by this Agreement, or has provided written notice of observed deficiencies in Consultant's performance, County may request from Consultant prompt written assurances of performance and a written plan to correct the observed deficiencies in Consultant's performance. Consultant shall provide such written assurances and written plan within ten calendar days of receipt of written request. Consultant acknowledges and agrees that any failure to provide written assurances and a written plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.
- 13.2 Consultant shall be in default of this Agreement and County may, in addition to any other legal or equitable remedies available to County, terminate Consultant's right to proceed under the Agreement, for cause:
- 13.2.1 Should Consultant make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Consultant in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Consultant or of all or any substantial part of the properties of Consultant, or if Consultant, its directors or shareholders, take action to dissolve or liquidate Consultant; or
- 13.2.2 Should Consultant commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of written notice from County to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of 10 calendar days, Consultant must provide County within the 10 day period a written plan acceptable to County to cure said breach, and then diligently commence and continue such cure according to the written plan); or
- 13.2.3 Should Consultant violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten (10) days of the date of the notice from County to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of 10 calendar days, Consultant must provide County within the 10 day period a written plan to cure said violation acceptable to County, and then diligently commence and continue performance of such cure according to the written plan.)

13.3 In the event of termination by County as provided herein for cause:

13.3.1 County shall compensate Consultant for the value of the Services delivered to County upon termination as determined in accordance with the Agreement, subject to all rights of offset and back charges, but County shall not compensate Consultant for its costs in terminating the Services or any cancellation charges owed to third parties;

13.3.2 Consultant shall deliver to County possession of all tangible aspects of the Services in their then condition, including but not limited to, all copies (electronic and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with the Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.

13.3.3 Consultant shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Section shall not be interpreted to diminish any right which County may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate County for all loss, cost, damage, expense, and/or liability suffered by County as a result of such termination and failure to comply with the Agreement.

13.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by Consultant.

**14. Termination of Agreement for Convenience**

14.1 County may terminate performance of the Services under the Agreement in accordance with this Section in whole, or from time to time in part, whenever County shall determine that termination is in the County's best interests. Termination shall be effected by County delivering to Consultant, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination specifying the extent to which performance of the Services under the Agreement is terminated.

14.2 After receipt of a Notice of Termination, and except as otherwise directed by County, Consultant shall:

14.2.1 Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;

14.2.2 Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;

14.2.3 Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;

14.2.4 Assign to County in the manner, at times, and to the extent directed by County, all right, title, and interest of Consultant under orders and subcontracts so terminated. County shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;

14.2.5 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of County to the extent County may require. County's approval or ratification shall be final for purposes of this clause;

14.2.6 Transfer title and possession to County, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by County, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination (including mockups and

model(s)), completed or partially completed plans, drawings, information, in whatever form (i.e., hard-copy and electronic), all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if the Agreement had been completed, would have been required to be furnished to County.

- 14.2.7 Use its best efforts to assist County in selling, in the manner, at times, to the extent, and at a price or prices that County directs or authorizes, any property of the types referred to in Section 14.2.6, but Consultant shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at a price or prices approved by County. All proceeds from the foregoing shall be applied to reduce payments to be made by County to Consultant under this Agreement, shall otherwise be credited to the price or cost of Services covered by this Agreement or be paid in such other manner as County may direct;
  - 14.2.8 Complete performance of any part of the Services which were not terminated by the Notice of Termination; and
  - 14.2.9 Take such action as may be necessary, or as County may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which County has or may acquire an interest.
- 14.3 After receiving a Notice of Termination, Consultant shall submit to County a termination claim, in the form and with the certification County prescribes. The claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination, unless one or more extensions in writing are granted by County upon Consultant's written request made within such 3-month period or authorized extension. However, if County determines that facts justify such action, it may receive and act upon any such termination claim at any time after such 3-month period or extension. If Consultant fails to submit the termination claim within the time allowed, County may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. County shall then pay to Consultant the amount so determined.
- 14.4 Subject to provisions of Section 14.3, Consultant and County may agree upon the whole or part of the amount or amounts to be paid to Consultant because of any termination of Services under this Section. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Consultant shall be paid the agreed amount.
- 14.5 If Consultant and County fail, under Section 14.4, to agree on the whole amount to be paid to Consultant because of termination of Services under this Section, then Consultant's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of –
- 14.5.1 Reasonable value of Consultant's Services performed prior to Notice of Termination, based on Consultant's entitlement to compensation under Appendix "B", "Payments to Consultant". Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Consultant, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of 10 percent of Consultant's total costs of performing the Services.
  - 14.5.2 When, in opinion of County, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable cost to be allowed will be the estimated reasonable cost of performing Services in compliance with the requirements of Agreement and excessive actual cost shall be disallowed.

- 14.5.3 Reasonable cost to Consultant of handling material returned to vendors, delivered to County or otherwise disposed of as directed by County.
- 14.6 Except as provided in this Agreement, in no event shall County be liable for costs incurred by Consultant (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense which is not reasonable or authorized under Section 14.5.
- 14.7 This section shall not prohibit Consultant from recovering costs necessary to discontinue further Services under the Agreement as provided for in Section 14.2 or costs authorized by County to settle claims from Subconsultants.
- 14.8 In arriving at amount due Consultant under this Section there shall be deducted:
- 14.8.1 All unliquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of Agreement,
- 14.8.2 Any substantiated claim which County may have against Consultant in connection with this Agreement, and
- 14.8.3 The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Consultant or sold under the provisions of this Section, and not otherwise recovered by or credited to County.
- 14.9 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Consultant may file with County a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement which is not terminated. County may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of County and Consultant to agree upon amount or amounts to be paid to Consultant for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit County's rights and remedies at law.

## **15. Conflicts of Interest/Other Agreements**

- 15.1 Consultant represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections.
- 15.2 Consultant represents that it has completely disclosed to County all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of County, or other officer, agent or employee of County or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by County for cause. Consultant agrees to comply with all conflict of interest codes adopted by the County of Alameda and their reporting requirements.
- 15.3 Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the County that Consultant has no present, and will have no future, conflict of interest between providing the County the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the County. The provisions of this Section 15 shall remain fully effective indefinitely after termination of Services to the County hereunder.



## **16. Proprietary or Confidential Information of County; Publicity**

- 16.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by County and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to County. Consultant agrees that all information disclosed by County to or discovered by Consultant shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the County's interests where such confidential information could be used adversely to the County's interests. Consultant agrees to notify the County immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement.
- 16.2 Any publicity or press releases with respect to the Project or Services shall be under the County's sole discretion and control. Consultant shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies, or representatives of public bodies, without County's prior written consent. Consultant shall have the right, however, without County's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.
- 16.3 The provisions of this Section 16 shall remain fully effective indefinitely after termination of Services to the County hereunder.

## **17. Notice to the Parties**

- 17.1 Notices. All notices (including requests, demands, approvals, or other communications) under this Agreement shall be in writing.

17.1.1 Method of Delivery. Notice shall be sufficiently given for all purposes as follows:

- (a) When personally delivered to the recipient, notice is effective on delivery.
- (b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.
- (c) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
- (d) When delivered by overnight delivery service, including Federal Express, Airborne, and United Parcel Service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
- (e) When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt as long as (1) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a nonbusiness day.

17.1.2 Refused, Unclaimed or Undeliverable Notices. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

17.1.3 Addresses. Addresses for the purpose of giving notice are set forth below. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this paragraph 17.

To County:  
Road Program Manager  
399 Elmhurst Street  
Hayward, CA 94544

To Consultant:  
Mr. Han-Bin Liang, President  
WRECO  
1000 Broadway, Suite 475  
Oakland, CA 94607

- 17.1.4 Change of Recipient or Address. Either party may, by written notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

## **18. Ownership of Results/Work for Hire**

- 18.1 Any interest (including, but not limited to, property interests and copyright interests) of Consultant or its Subconsultants, in drawings, plans, specifications, studies, reports, memoranda, computational sheets or other documents (including but not limited to, electronic media) prepared by Consultant or its Subconsultants in connection with Services to be performed under this Agreement shall become the property of and will be transmitted to County at the conclusion of this Agreement. Consultant may, however, retain one copy for its files. Notwithstanding the foregoing, in the normal course of the Consultant's activities, Consultant shall have an unrestricted right to reuse its standard construction drawings, details, specifications and other related documents, including the right to retain electronic data or other reproducible copies thereof, and the right to reuse portions or the information contained in them which is incidental to the overall design of the Project. County shall indemnify, hold harmless and defend Consultant against any and all claims, liabilities, losses and costs arising from County's use of Consultant's documents on work for which Consultant is not retained.
- 18.2 Any and all artworks, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Consultant or its Subconsultants in connection with Services performed under this Agreement shall be Works for Hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of County. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not Works for Hire under U.S. law, Consultant hereby assigns all copyrights to such works to County. With the prior written approval of the County, Consultant may retain and use copies of such works for reference and as documentation of its experience and capabilities.

## **19. Audit and Inspection Records**

- 19.1 Consultant shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Consultant during the course of performing the Services and providing services with respect to the Project, for a period of at least five years following final completion and acceptance of the Project. All such records (except for materials subject to the attorney client privilege, if any) shall be available to County, and County's authorized agents, officers, and employees, upon request at reasonable times and places. Monthly records of Consultant's personnel costs, Consultant costs, and reimbursable expenses pertaining to both Basic Services and Additional Services shall be kept on a generally recognized accounting basis, and shall be available to County, and County's authorized agents, officers, and employees, upon request at reasonable times and places. Consultant shall not destroy any Project records until after advising County and allowing County to accept and store the records.

- 19.2 Consultant agrees to maintain full and adequate records in accordance with County requirements to show actual costs incurred by Consultant in its performance of this Agreement, and to make available to County during business hours accurate ledgers, books of accounts, invoices, vouchers, cancelled checks, and accounting and other books, records and documents evidencing or relating to all expenditures and disbursements charged to County or relative to Consultant's activities under this Agreement. Consultant will furnish to County, its authorized agents, officers and employees such other evidence or information as County may request with regard to any such expenditure or disbursement charged by Consultant. Consultant will permit County, and County's authorized agents, officers, and employees, to audit, examine and make copies, excerpts and transcripts from such items, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement.
- 19.3 Consultant shall maintain all items described in Sections 19.1 and 19.2 above in an accessible location and condition for a period of not less than five years after final completion and acceptance of the Project or until after final audit has been resolved, whichever is later. If such items are not kept and maintained by Consultant within a radius of fifty (50) miles from County's offices at 399 Elmhurst Street, Hayward, California, Consultant shall, upon County's request and at Consultant's sole cost and expense, make such items available to County, and County's authorized agents, officers, and employees, for inspection at a location within said fifty (50) mile radius, or Consultant shall pay County its reasonable and necessary costs incurred in inspecting Consultant's books and records, including, but not limited to, travel, lodging and subsistence costs. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Section.
- 19.4 The rights and obligations established pursuant to this Section shall be specifically enforceable and survive termination of this Agreement.

## **20. Subcontracting/Assignment/ County Employees**

- 20.1 Consultant and County agree that Consultant's unique talents, knowledge and experience form a basis for this Agreement and that the services to be performed by Consultant under this Agreement are personal in character. Therefore, Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by County in a written instrument executed and approved by the County in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
- 20.2 Consultant shall use the Subconsultants for the scopes of work listed in Appendix A attached hereto, and shall not substitute Subconsultants unless approved by written instrument executed and approved by the County in writing.
- 20.3 To the extent Consultant is permitted by County in writing to subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder, Consultant shall comply with all applicable prompt payment laws and regulations (including, without limitation, California Civil Code Section §3321. Consultant shall remain fully liable and responsible for all acts and omissions of its Subconsultants in connection with the Services or the Project, as if it engaged in the acts and omissions directly.
- 20.4 Consultant shall not employ or engage, or attempt to employ or engage, any person who is or was employed by County or any department thereof at any time that this Agreement is in effect, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of County.

## **21. Non-Discrimination, Equal Employment Opportunity, and Business Practices**

- 21.1 Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (Americans with Disabilities Act) (as defined below), political affiliation, veteran's status, or any other non-merit

factor. To the extent applicable, Consultant shall comply with all federal, state, and local laws (including, without limitation, County ordinances, rules, and regulations) regarding non-discrimination, equal employment opportunity, affirmative action, and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.

- 21.2 Consultant shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (Americans with Disabilities Act) (as defined below), political affiliation, veteran's status, or any other non-merit factor.
- 21.3 Consultant shall, if requested to do so by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (Americans with Disabilities Act) (as defined below), political affiliation, veteran's status, or any other non-merit factor.
- 21.4 If requested to do so by the County, Consultant shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- 21.5 Consultant shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
- 21.6 Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- 21.7 The Consultant shall include the provisions set forth in 21.2 through 21.6 (above) in each of its subcontracts.

## **22. Drug-Free Workplace Policy**

- 22.1 Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on a County facility or work site. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents, or assigns shall be deemed a material breach of this Agreement.
- 22.2 If Consultant or any employee of Consultant is convicted of a criminal drug statute violation occurring at a County facility or work site, the Consultant within five days thereafter shall notify the head of the County department/agency for which the contract services are performed.

## **23. Compliance with Americans with Disabilities Act**

- 23.1 Consultant acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state, and local disability rights legislation. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement, and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns shall constitute a material breach of this Agreement.

## **24. Debarment and Suspension Certification (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).**

- 24.1 (a) By signing this agreement and Appendix D, Debarment and Suspension Certification, Consultant/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35, and Executive Order 12549.

(b) By signing this agreement, Consultant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

## **25. Small, Local, and Emerging Business (SLEB) Participation**

25.1 SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Consultant has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this Agreement, Consultant's certification status changes, Consultant shall notify the County within three business days.

Should Consultant's status as a certified small or emerging local business change at any time during the term of this Agreement, Consultant shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- (a) Consultant must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- (b) SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- (c) As is applicable, Consultant shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this agreement.
- (d) For any subcontractors retained to comply with this provision, Consultant shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #17 above. Consultant will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.
- (e) If subcontractors are added to the agreement, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Consultant shall meet the requirements above within 15 business days of the County notifying Consultant that it is no longer in compliance with the program. County will be under no obligation to pay consultant for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via E-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

## **26. First Source Program**

- 26.1 For contracts over \$100,000, Consultant shall provide COUNTY ten (10) working days to refer to Consultant, potential candidates to be considered by Consultant to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the COUNTY that Consultant has available during the contract term before advertising to the general public.

## **27. Disputes**

- 27.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the County Engineer or his designee, and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral may be initiated by written request from either party, and a meeting between the County representative and principal of the Consultant shall then take place within five days of the request.
- 27.2 Provided that County continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute and Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Consultant agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement, including but not limited to, the time to complete the Services. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, County may terminate this Agreement for cause as provided herein.
- 27.3 In the event of claims exceeding \$50,000, as a precondition to litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified construction mediators. The parties may agree to engage in discovery prior to mediation, but if they do, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 2019, et. seq. and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

## **28. Agreement Made in California; Venue**

- 28.1 This Agreement shall be deemed to have been executed in the City of Oakland, County of Alameda. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in the County of Alameda. Consultant waives CCP §394.
- 28.2 The parties shall execute one original and three copies of this Agreement.

## **29. Compliance with Laws**

- 29.1 Consultant represents that it will comply with all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over the Project, and will provide all information, work histories, and/or verifications as requested by such authorities for security clearances or compliance.
- 29.2 Consultant further represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations, consistent with the standard of care in this Agreement.

## **30. Construction**

- 30.1 All section and paragraph captions are for reference only and shall not be considered in construing this Agreement. Each signatory to this Agreement for Consultant shall have joint and several responsibility and liability to perform the terms of this Agreement.

### **31. Miscellaneous**

- 31.1 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by County of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This section shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall be as defined by law. However, the applicable statutes of repose, California Code of Civil Procedure Sections §§ 337.1 and 337.15, shall continue to apply.
- 31.2 Any provisions or portion thereof of this Agreement, which is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law.
- 31.3 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- 31.4 If a death, serious personal injury or substantial property damage occurs in connection with Consultant's performance of this Agreement, Consultant shall immediately notify the Alameda County Risk Manager's Office by telephone. Consultant shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Consultant's subconsultant; if any; (3) name and address of Consultant's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- 31.5 Consultant further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

### **32. Entire Agreement; Modifications of Agreement**

- 32.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations, or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.
- 32.2 Consultant, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Consultant shall require its Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.

- 32.3 Consultant and its Subconsultants shall, upon request by County, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.
- 32.4 Changes in the Services made pursuant to this Section and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.
- 32.5 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of both County and Consultant expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- 32.6 Whenever the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood as the direction, requirement, or permission of County. The words "approval", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to County, unless otherwise indicated by the context.

### **33. Labor Code Requirements**

- 33.1 The Consultant shall adhere to all appropriate provisions of the California Labor Code in particular with Division 2, Part 7, Chapter 1, Articles 1-3. Any approvals, by the County, will not relieve the Consultant from the observation and/or adherence to the provisions of the California Labor Code.
- 33.2 The Consultant and any subcontractor shall pay not less than the specified general prevailing rates of wages to all workers employed in the execution of the contract. General Prevailing rates of per diem wages shall be those general wage determinations made by the Director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract.
- 33.3 Copies of the prevailing rate of per diem wages are on file with the Contract Compliance Officer, County of Alameda, 951 Turner Court, Room 100, Hayward, CA 94545.
- 33.4 The Consultant shall post, on the job site, a copy of the prevailing rates of per diem wages as determined by the Director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker needed to execute the contract.
- 33.5 Premium pay for Saturdays, Sundays, holidays and overtime shall be as determined by the Director of the Department of Industrial Relations, State of California for each craft, classification or type of worker required in the execution of the contract. Holidays for which the general prevailing hourly wage rate for holiday work shall be paid, shall be all holidays recognized in the collective bargaining agreement on file with the Director of the Department of Industrial Relations, State of California, applicable to the particular craft, classification, or type of worker employed on the project.
- 33.6 Health and welfare, pension, vacation/holiday, apprenticeship or other training programs and any other employer payments required in the execution of the contract shall be as determined by the Director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract.
- 33.7 Hours of work per day or week shall be as determined by the director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract. Eight hours labor constitutes a legal day's work.
- 33.8 Pursuant to Section 1773.8 of the Labor Code, travel and subsistence payments shall be made to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Director of the Department of Industrial Relations, State of California.
- 33.9 The Consultant, or any subcontractor, shall comply with all provisions of Section 1777.5 of the Labor Code pertaining to the employment of apprentices on public works projects. The responsibility for



compliance with all the provisions of said Section 1777.5 for apprenticeable occupations is vested with the Consultant. In the event the Consultant willfully fails to comply with Section 1777.5, said Consultant shall be denied the right to bid on any public works contract for a period of up to one year for the first violation and up to three years for the second or subsequent violation with the period running from the date the determination of non-compliance is made. The interpretation and enforcement of Section 1777.5 shall be in accordance with rules and procedures prescribed by the California Apprenticeship Council.

33.10 The Consultant shall comply with the Labor Code Sections 1774 and 1775. In accordance with said Section 1775, the Consultant shall forfeit, as a penalty, not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of Industrial Relations, State of California, for such work or craft in which such worker is employed for any work done under the contract by the Consultant, or by any subcontractor, in violation of the provisions of the Labor Code, and, in particular, Labor Code Sections 1770 to 1780 inclusive. In addition to said penalty, and pursuant to said Section 1775, the difference between such stipulated 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 stipulated prevailing wage rate, shall be paid to each worker by the Consultant

33.11 Eight hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty, Twenty-Five Dollars (\$25.00) for each worker employed in the execution of the contract by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and, in particular, Sections 1810 to 1814 thereof, inclusive, except that work performed by employees of the Consultant in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one-and-one-half (1-1/2) times the basic rate of pay, as provided in Section 1815 of the Labor Code.

33.12 In accordance with Section 1776 of the Labor Code:

33.12.1 The Consultant and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, ethnic code, 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 by said Consultant or subcontractor in connection with the work.

33.12.2 The payroll records enumerated in Section 33.12.1 shall be certified, and shall be available for inspection at all reasonable hours at the principal office of the Consultant on the following basis:

33.12.2.1 A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

33.12.2.2 A certified copy of all payroll records enumerated in Section 33.12.1 shall be forwarded weekly to the Contract Compliance Officer via the Inspector at 951 Turner Court, Hayward, CA 94545, and shall be made available for inspection or furnished upon request to a representative of the County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations, State of California.

33.12.2.3 A certified copy of all payroll records enumerated in Section 33.12.1 shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County, the Division of Apprenticeship Standards, or the Division of Labor Standards

Enforcement. The public shall not be given access to such records at the principal office of the Consultant.

- 33.12.3 The Consultant shall file a certified copy of the records enumerated in Section 33.12.1 with the entity that requested such records within ten (10) days after receipt of a written request.
- 33.12.4 Any copy of records made available for inspection as copies and furnished upon request to the public or to any public agency by the County, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner so as to prevent disclosure of an individual's name, address and social security number. The name and address of the Consultant awarded the contract or performing the contract shall not be marked or obliterated.
- 33.12.5 The Consultant shall inform the County of the location of the records enumerated under Section 33.12.1 including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and/or address.
- 33.12.6 In the event of noncompliance with the requirements of said Section 1776 of the Labor Code, the Consultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects such Consultant must comply with said Section. Should noncompliance still be evident after such ten-day period, the Consultant shall, as a penalty, forfeit Twenty-Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- 33.12.7 The responsibility for compliance with Section 1776 of the Labor Code shall be a responsibility of the Consultant.
- 33.13 A certified copy of all payroll records enumerated in the above Section 33.12 shall be sent weekly to the Contract Compliance Officer via the Inspector at 951 Turner Court, Hayward, CA 94545.
  - 33.13.1 Certified weekly payrolls shall show the wages and benefits paid to each employee, the employee's job classification, sex and ethnic code. Payrolls will be submitted by the Consultant and each subcontractor via the Consultant.
  - 33.13.2 This provision applies to all classifications, including truckers.
- 33.14 Requests for information relating to labor compliance records, including certified payroll records enumerated in Section 33.12, shall be made through the Contract Compliance Officer at 951 Turner Court, Room 100, Hayward, CA 94545.
- 33.15 Failure to file certified copies of the records enumerated in Section 33.12.1 with County representatives may result in conditioning amounts of any progress payment due.
- 33.16 The Consultant assures that he/she/it will comply with the Americans with Disabilities Act (ADA) and Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.
  - 33.16.1 The Consultant shall, in all solicitations or advertisements for applicants for employment placed as a result of this contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - 33.16.2 Consultant shall, if requested to so do by the County, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

- 33.16.3 If requested to do so by the County, Consultant shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- 33.16.4 Consultant shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
- 33.16.5 Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- 33.16.6 The Consultant shall include the provisions set forth in Sections 33.16.1 through 33.16.5 in each of its subcontracts.
- 33.16.7 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS POLICY FORM:  
The Consultant must post the Equal Employment Opportunity Practices Provisions Policy in a conspicuous place at each construction site. A sample form shall be provided.
- 33.17 Non-compliance with the provisions of the Equal Employment Opportunity Practices policy is subject to the provisions outlined below.
  - 33.17.1 If County finds that the Consultant has violated the Equal Employment Opportunity Practices Provisions policy, the Director of Public Works (or designee) shall hold a meeting with the Consultant for the purpose of determining whether the Consultant is out of compliance. If after the meeting the Consultant is found to be still out of compliance, the Consultant will be notified of a public hearing. The public hearing will be held before the Board of Supervisors with a minimum five calendar-day notice to the Consultant. If the Board of Supervisors finds that there has been a violation, the County will notify the Consultant in writing of the sanctions to be imposed.
  - 33.17.2 In addition, the County shall deem a finding by the Fair Employment Practice Commission that there was willful violation of the California Fair Employment Act also to be a violation by the Consultant of the Equal Employment Opportunity Practices Provisions requirements of the contract, and such violation shall be subject to the sanctions provided herein.
- 33.18 A finding at the public hearing that there has been violation of the Equal Employment Opportunity Practices Provisions requirements of the contract shall be cause for the Board of Supervisors to impose any or all of the following sanctions:
  - 33.18.1 Withhold an additional ten percent (10%) of all further contract progress payments until the Consultant provides evidence satisfactory to the Board of Supervisors that the condition of non-compliance has been corrected.
  - 33.18.2 Suspend the contract until such time as the Consultant provides evidence satisfactory to the Board of Supervisors that the condition of non-compliance has been corrected.
  - 33.18.3 Terminate the contract and collect appropriate damages from the Consultant.
  - 33.18.4 Declare that the Consultant is a non-responsible bidder, and is ineligible to make bids on future County contracts for a stated period of time or until the Consultant can demonstrate to the satisfaction of the Board of Supervisors that the violation has been corrected.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below their respective authorized signatures.

"COUNTY"

COUNTY OF ALAMEDA, a political subdivision of the  
State of California District

By: \_\_\_\_\_  
PRESIDENT - BOARD OF SUPERVISORS

Date: \_\_\_\_\_

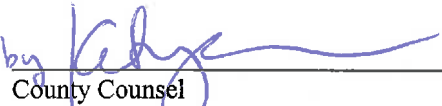
WRECO

By:  \_\_\_\_\_  
HAN-BIN LIANG, PRESIDENT

Date: 6/10/2016

\_\_\_\_\_  
93-1223389  
TAX IDENTIFICATION NUMBER

Approved as to form:  
Donna R. Ziegler, County Counsel

 \_\_\_\_\_  
County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

\*\*\* END OF STANDARD AGREEMENT \*\*\*



## APPENDIX A

### SERVICES TO BE PROVIDED BY CONSULTANT

1. This is an appendix attached to, and made a part of the Agreement dated 28<sup>th</sup> of June, 2016, between the County of Alameda ("County") and WRECO ("Consultant"), providing for professional services.

1.1 The County's Proposed Project – Professional Services Agreement with WRECO for Professional Engineering Services in Alameda County.

#### 1.2 Consultant Team

Consultant's team consists of

WRECO, 1000 Broadway, Suite 475, Oakland, CA 94607,

Associated Right of Way Services, Inc., 2300 Contra Costa Blvd., Suite 525, Pleasant Hill, CA 94523

Cal Engineering and Geology, 119 Filbert Street, Oakland, CA 94607

EXARO Technologies Corporation, 1831 Bayshore Highway, Burlingame, CA 94010

Kimley-Horn and Associates, Inc., 4637 Chabot Drive, Suite 300, Pleasanton, CA 94588

PGAdesign, 444 17th Street, Oakland, CA 94612

PLS Surveys, Inc., 2220 Livingston Street, #202, Oakland, CA 94606

Consultant shall provide civil engineering services, and is the prime consultant, with the other consultants serving as subconsultants.

#### 1.3 Scope of Project

Refer to Appendix A Exhibit A-1 attached hereto.

#### 1.4 Consultant's Milestone Schedule and Deliverables

The Milestone Schedule shall be in accordance with Appendix A Exhibit A-1 attached hereto. The deliverables shall be as specified in Appendix A Exhibit A-1 attached hereto.

#### 1.5 Personnel and Subconsultants

Consultant shall use only the personnel and subconsultants identified herein.

### 2. General Requirements

#### 2.1 General Criteria Governing Consultant's Service

- 2.1.1 The Project shall be developed and designed to meet all applicable and the most current codes, laws, regulations, and professional standards. Certain exceptions are possible, but only when the County grants a written exemption to a specific standard or regulation.
- 2.1.2 Consultant shall review existing County data, reports, plans, and other information regarding the site, and perform field investigations as necessary to become familiar with the site. Consultant shall make an independent assessment of the accuracy of the information provided by the County concerning existing conditions (including, but not limited to, existing utilities and structures) and conduct such further investigations of existing conditions as are necessary for Consultant to perform the Services. Consultant shall rely on the results of its own independent investigations and not on information provided by County. Consultant shall review supplied design information and advise County of its

adequacy for Consultant's work and advise County of any further design or other services necessary to complete the Project.

- 2.1.3 Unless otherwise permitted in writing by County, Consultant shall not specify or recommend unique, innovative, proprietary or sole source equipment, systems or materials. In the event Consultant requests to specify or recommend a proprietary or sole source design or equipment, Consultant shall provide County with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. County will consider such evaluation in making its decision.

## 2.2 General Scope of Consultant's Services

- 2.2.1 Consultant's services shall include all professional services within the scope of Consultant's professional discipline (including Consultant's team's professional disciplines) necessary to accomplish the tasks defined throughout this Appendix. These services will include, but are not limited to, the services outlined in Consultant's proposed scope of services annexed to this Appendix as its Exhibit A-1. Consultant shall have adequate personnel, facilities, equipment and supplies to complete Consultant's Services.
- 2.2.2 Performance of Services will require Consultant to work with, meet with, and attend meetings with County staff, with other governmental agencies, and with such other consultants as Consultant determines necessary, to the extent necessary for performance of Consultant's duties under this Agreement (including, but not limited to, Consultant's express duties of coordination with other consultants).
- 2.2.3 Consultant shall engage all appropriate specialty subconsultants as are necessary for proper completion of Consultant's Services in accordance with the scope of work specified herein and utilizing the consultants as specified in Exhibit A-1, at the sole expense of Consultant. Consultant's contracts with its subconsultants (and their contracts with their subconsultants) shall incorporate this Agreement by reference to the extent not inconsistent with the subconsultant's scope of work. Consultant shall secure County's prior written approval for any subconsultants not listed in Exhibits 1 and this Appendix. Consultant shall require each of its subconsultants to execute agreements containing standard of care and indemnity provisions coextensive with those in this Agreement and which will indemnify and hold County harmless from any negligent errors or omissions of the Subconsultants.
- 2.2.4 Consultant shall provide County with written evaluations, when applicable, of the effect of any and all governmental and private regulations, licenses, patents, permits, and any other type of applicable restriction and associated requirements on the Services and its incorporation into the Project, including but not limited to, all requirements imposed by the Regional Water Quality Control Board, California Uniform Building Code and California Regulations (including, but not limited to, Title 24). Consultant may incorporate these written evaluations into its deliverables as expository of the report and design solutions provided.

## 2.3 Coordination of Services with the Project, County's Consultant Team, and County Staff

- 2.3.1 Consultant shall fully coordinate its Services with the services of all engineering disciplines and subconsultants involved in completing the Project. For projects requiring the development of construction designs, the objective of this coordination shall be the development of a comprehensive and workable design for the site work portion of the Project and preliminary design for balance of the Project, with consistency in engineering standards, any construction methods anticipated, construction details, materials specifications and approaches, to secure practical, consistent and economic design solutions. Consultant shall immediately advise County in writing if any County staff or consultant fails in any manner to coordinate its work with Consultant, and the nature of the non-compliance.

2.3.2 Consultant shall provide appropriate safety training for Consultant's personnel. Consultant shall review and train Consultant's personnel in appropriate safety procedures for work in the Project area. Consultant shall require all personnel under Consultant's direction to wear safety equipment such as orange vests and appropriate shoes, ear, and eye protection whenever these precautions are required by OSHA safety standards. Consultant shall provide all safety equipment for Consultant's personnel.

2.4 Deliverables and Completion Dates Required Under this Agreement

The Consultant shall provide required deliverables as outlined in the Scope of Project annexed as Exhibit A-1. Each deliverable shall be reviewed with representatives of the County. The County shall make a reasonable determination of the acceptability of the deliverables. Consultant shall promptly correct deficiencies that County reasonably identifies in the deliverables and shall promptly make modifications to conform with Project requirements and modifications to achieve acceptability of deliverables to County, and the cost thereof is included in the fee for Basic Services. (If Consultant should disagree with County's determination, Consultant shall make the changes requested by County under a reservation of rights to request additional compensation and shall submit separate supporting documentation for the additional charge.)

2.5 Monthly Progress Update

With each request for payment, Consultant shall provide County with a written Monthly Progress Update. The Monthly Progress Update shall cover the Consultant's percent complete for each phase of the work as outlined in the "Monthly Billing Breakdown" in accordance with Appendix B, Item 2. If applicable, the Monthly Progress Update shall identify any actions and approvals needed, and any problems in performing the Services (whether by Consultant, County, or any third party) of which Consultant becomes aware.



**APPENDIX A, EXHIBIT A-1**  
**SCOPE OF PROJECT**

This will describe the Professional Services that will be assigned to the Contractor by the County during the duration of the project:

**ASSIGNMENT OF PROJECTS AND NOTICE TO PROCEED**

Each project assigned to the Contractor by the County, as administered by this Agreement, shall commence with a request from the County for a Scoping Meeting. The Scoping Meeting shall be attended by representatives of the County, the Contractor and their sub-contractors to determine which tasks will be performed for a particular project.

After the Scoping Meeting, the Contractor shall prepare a Project Schedule, a Project Cost Estimate and a Project Schedule of Deliverables for submittal to the County. Appropriate software versions of AutoCAD Civil 3D, Microsoft Office and any other software necessary to complete the project shall be listed in the Project Schedule of Deliverables.

The County will review the Project Schedule, Project Cost Estimate and Project Schedule of Deliverables and will either approve, or provide comments for resubmittal of, the Project Schedule, Project Cost Estimate and Project Schedule of Deliverables.

Upon approval by the County of the Project Schedule, Project Cost Estimate and Project Schedule of Deliverables, the County will issue a Notice to Proceed for the Project.

The Notice to Proceed will cover only the tasks listed in Project Schedule, Project Cost Estimate and Project Schedule of Deliverables. Any additional work will be assigned with subsequent Scoping Meetings and Notices to Proceed.

**PRELIMINARY ENGINEERING:**

The Consultant may provide Preliminary Engineering planning, scoping, and conceptual design services as called for in each Notice to Proceed. Preliminary Engineering services may include, but are not limited to: project management tasks, performing boundary and topographic surveys (design level accuracy), performing assessments, studies, and recommending alternative improvements for PS&E development, public outreach, preliminary right of way engineering and environmental clearances.

**PROJECT MANAGEMENT**

In close consultation with ACPWA, the Consultant will be responsible for project management activities including: Oversight, Scheduling, Reporting, Meeting Coordination, Record Keeping and Quality Assurance/Quality Control.

**OVERSIGHT:** The Consultant will be expected to oversee and responsibly manage the costs, staff and resources of its own team.

**SCHEDULING:** The Consultant will be expected to develop and maintain a critical path master project schedule broken down by individual tasks and will incorporate a sub-schedule for each critical project element, such as survey, studies, reports, environmental & right of way assessments, alternatives, etc. Milestones, major deliverables, and percent complete for each task will be included on the schedule. The master schedule will include all known and anticipated logic ties and constraints between project elements. The sub-consultant schedules will be integrated into the master schedule so that they correspond to the work and division of responsibilities. The master project schedule will be submitted to ACPWA and other stakeholders for review and approval. The approved schedule will then be used to establish deadlines for receiving comments and decision making. The project schedule must be updated on a monthly basis and submitted to ACPWA with the monthly progress report.

**REPORTING:** The Consultant will be expected to prepare monthly progress reports to be delivered with the monthly invoice. The progress report will discuss work items that have been completed during the previous

reporting period, relative progress compared to the project budget and schedule, work to be performed during the coming period, and developing issues that may affect scope, schedule, or budget. The Consultant must submit the report using an ACPWA approved outline.

**MEETING COORDINATION:** The Consultant will be expected to organize and conduct regular monthly meetings among its team members as well as any other necessary project meetings with ACPWA staff to ensure that progress is mutually understood and that issues are discussed in a timely manner. The Consultant will develop and distribute agenda and meeting minutes. ACPWA staff will review and approve agenda and meeting minutes prior to distribution. The Consultant shall use an agenda with an ACPWA approved outline.

**RECORD KEEPING:** The Consultant and any sub-consultants will be expected to maintain Project files in accordance with Caltrans' Uniform Filing System or another filing system approved by ACPWA. The Consultant shall maintain files that include all correspondence, documentation and data resulting from or related to the Consultant's services, including but not limited to test results, survey files, engineering computations, assumptions, working drawings, meeting minutes, memos, and transmittals. Consultant shall compile and maintain project files commencing upon the Notice to Proceed incorporating writings, documentation and data as generated, and continuing through completion and acceptance of the services, including required deliverables. The Consultant shall make all files available for review upon request. The Consultant shall submit all original files to ACPWA by 30 calendar days following a request to do so, or 30 calendar days following Consultant's completion of, and ACPWA's acceptance of, all services and deliverables required for the project, whichever is earlier. Files shall be submitted prior to final project payment.

**QUALITY ASSURANCE:** The Consultant will be expected to develop a Quality Assurance/Quality Control (QA/QC) Manual and Project Management Guide to be approved by the County. It will be used to perform QA/QC reviews to assure control of quality during development of the design services. Deliverables will be checked by the Consultant's project staff and will receive quality reviews before being released to anyone outside the team. Sub-consultants will perform similar reviews before submittal of documents to Consultant for further processing to the County. QA/QC will be a scheduled and budgeted task within the development of each deliverable. In addition to normal, ongoing routine checking and review, milestone and final reviews of plans, estimates, and reports will be conducted to assure consistent quality and accuracy. Preparation of design calculations, design criteria, technical studies, reports, and cost estimates will conform to the procedures and guidelines established in the Consultant QA/QC Manual. Project Engineers will review and initial all Consultant produced originals as a record of routine checking and quality control measures taken in review of design calculations. The Consultant shall provide copies of all QA/QC review markups to the County with each milestone submittal.

## **ASSESSMENTS, STUDIES, AND RECOMMENDATIONS FOR IMPROVEMENT**

At a minimum, the Consultant will assess existing project site conditions, perform pertinent studies, and make recommendations/develop alternatives for improvement.

The Consultant is expected to review existing County data, utility information, reports, plans and other information regarding the project site and its conditions. The Consultant will then advise ACPWA of its adequacy for completing its work and what additional information, assessments and studies are believed to be necessary. Existing data, from which critical decisions are to be made, should be verified by the Consultant. The Consultant must rely on its own independent assessments and investigations and not on information provided by ACPWA. Proceeding with new assessments and studies must be first approved by ACPWA.

Design considerations shall include: safety; preservation of the environment, natural waterways and land; traffic flow; livability/multi-modal; and sustainability. All applicable requirements of the current Municipal Regional Permit, and any future Municipal Regional Permit that the County may be subject to, shall apply for this project.

**ENVIRONMENTAL ASSESSMENT:** Consultant will conduct an environmental evaluation to identify potential impacts and issues related to cultural resources, biological resources, hazardous waste, hydrology/floodplains, scenic/visual resources, clean water, construction noise and air quality, and other related impacts as appropriate.

## **BOUNDARY AND TOPOGRAPHIC SURVEYS (DESIGN LEVEL ACCURACY)**

Using County specified Datum & Coordinate System, the consultant's California Licensed Land Surveyor (Surveyor) shall prepare and submit to the Engineer for review and approval a complete set of "Topographic Plan Drawings" that delineates all existing roadway improvement features as well as any additional features needed to perform final design of the selected improvement to a level of accuracy sufficient to design the project.

The Consultant is expected to research and collect data from County records for use in establishing and mapping the existing public right-of-way and adjacent private property line boundaries. Easements and other property encumbrances must also be researched and included on the survey map. Supplemental Field topographic surveys will be performed to supplement topographic mapping in areas that are deemed necessary by the Consultant. This will entail surveying areas that have incomplete or insufficient data where additional field condition verification is needed to complete relevant design data information.

Mapping shall delineate all existing roadway improvement features, including but not limited to, all types of signing (provide MUTCD sign designation), striping (provide Caltrans striping designation), monuments, reflectors, markers, delineators, guardrails, and all other types of markings, curb, gutter, sidewalk, ramps, driveways, median strip, edge of pavement, fences along property line, signs, trees (including diameter), shrubs, bushes, guard/wood post rails, traffic signals, traffic loops, utility poles, pavement markings, property lines, utility structures, drainage channels and facilities.

The scaled plan drawings must be wet stamped and signed by a Land Surveyor licensed in the State of California. The drawings shall be created using AutoCAD Civil 3D and ACPWA drawing standards, templates, and alpha codes for the insertion of all blocks, layer control, planimetric, features and fault lines. All monuments, monument lines, benchmarks and control points used are to be shown on the map.

## **PUBLIC OUTREACH**

The Consultant is expected to develop and implement a project communication/public outreach plan and conduct public meetings to solicit input on the project and its objectives. The meetings will allow members of the public to provide input on the proposed project throughout the planning and design stages. The meetings will be facilitated in such a way as to maximize the opportunity for input by attendees. In addition to the residents, the process will also include outreach to businesses, affected agencies, utilities, and other stakeholder groups. The Consultant shall be responsible for preparing meeting notices and mailouts, agendas, PowerPoint presentations, exhibits & renderings, handouts, and meeting minutes.

## **PRELIMINARY RIGHT OF WAY ENGINEERING**

The Consultant is expected to identify all right of way needs for the proposed alternatives and prepare preliminary right of way cost estimates.

## **ENVIRONMENTAL CLEARANCE**

The Consultant is expected to take a lead role in securing environmental clearance. Upon selection of the preferred alternative for the Final Design, the consultant shall initiate the environmental approval process. Preparation and approval of the appropriate State or Federal environmental documents and any necessary supporting studies and reports will be the responsibility of the Consultant.

## **DESIGN ENGINEERING**

The Consultant may provide Design Engineering services as called for in each Notice to Proceed. Design Engineering services may include, but are not limited to: project management, public outreach, environmental documentation and permit acquisition, right-of-way engineering and acquisition, field verified utility mapping, final highway design, preparation of the project plans, specifications, and estimate (PS&E) and construction bid process support as further described below.

## **PROJECT MANAGEMENT**

The Consultant is expected to perform project management tasks as described under Preliminary Engineering (Oversight, Scheduling, Reporting, Meeting Coordination, Record Keeping and Quality Assurance/Quality Control).

## **PUBLIC OUTREACH**

The Consultant is expected to continue developing and implementing the public outreach plan as described under Preliminary Engineering.

## **ENVIRONMENTAL PERMITS**

The Consultant is expected to develop and implement work as described under Preliminary Engineering. This will include any continuing studies and incomplete approval processes, to ensure that all Federal, State and local environmental policy requirements are met and all necessary permits are acquired.

## **RIGHT-OF-WAY ENGINEERING**

The Consultant is expected to participate in the planning, analysis and technical report preparation pertaining to right-of-way (ROW) engineering. The Consultant will research and collect data from County records for use in establishing the existing ROW. Tasks may include defining future ROW requirements, performing boundary surveys and developing legal boundary descriptions and assisting with ROW acquisition. This work may include performing appraisals and preparing ROW documents such as permits to enter, encroachment permits, temporary construction easements, permanent easements, ROW plats, maps, legal descriptions, notice to owners, and ROW certifications.

## **FIELD VERIFIED UTILITY MAPPING**

Consultant must field verify the horizontal and vertical location of utilities that may potentially be impacted by planned improvements. Utility base maps received from various utility companies and any available pothole information will be made available by ACPWA upon request. Consultant shall obtain any missing or outdated utility information from the various utility companies. Consultant shall provide field verification of utilities, (e.g., manhole inverts, catch basin inverts, etc.) and acquisition of additional utility record drawings and or/utility data from various agencies if deemed necessary. The depth of selected critical utilities shall be field verified if record drawings of the utilities are not available or if there are perceived utility conflicts. The Consultant shall identify the need for field excavation to expose underground utilities, i.e. pothole work and perform investigative pothole work upon approval from the County. The Consultant will be responsible for acquiring all permits, paying all related fees and traffic control approvals for pothole work, if additional pothole work is determined to be required.

## **FINAL HIGHWAY DESIGN**

Final design of roadway corridor improvements may include, but are not necessarily limited to: pedestrian and bicycle facility improvements, roadway realignment & widening, pavement rehabilitation, highway lighting and traffic signal improvements, traffic calming, retaining wall design, drainage improvements, storm water treatment, landscaping, irrigation and maintenance manuals (in a County approved format).

Improvements must be designed in accordance with the latest editions of the following guidelines, procedures, practices, regulations, manuals and standards, unless otherwise directed by the ACPWA:

- Alameda County Design Guidelines (SD)
- Alameda County Engineering Design Guidelines (April 2008)
- Alameda County Stormwater Quality Control Requirements
- Alameda County Bicycle and Pedestrian Master Plan (April 2012)
- Caltrans Highway Design Manual
- Caltrans Standard Plans and Specifications (2010 or later)
- California MUTCD
- AASHTO "Green Book" – A Policy on Geometric Design of Highways and Street

- AASHTO – Roadside Design Guide
- Americans with Disabilities Act Accessibility Guidelines
- California Access Compliance Reference Manual
- Bay-Friendly Landscaping Guidelines: Sustainable Practices for the Landscape Professional
- Alameda County C3 Stormwater Technical Guidance Manual

## PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE

The Consultant will be responsible for preparing the project plans, specifications, and estimate (PS&E).

**PLANS:** Design and contract plans shall be prepared using AutoCAD Civil 3D, using the software version specified in the Project Schedule of Deliverables, and in accordance with the Alameda County Public Works Agency's CADD User's Manual – Section 13 Agency and Consultant CADD Procedures. The AutoCAD files will be submitted with the final contract bid documents. The final bid drawings shall include the consultant's professional engineering stamp and signature in the PDF file and the AutoCAD files may be submitted without signature. Bond copies of the final drawings shall contain wet signatures with the professional engineering stamp.

Contract Drawings (4 hard copies and 1 PDF copy at each submittal milestone): Final plan and profile drawings (22"x 34" size) shall be prepared. The plan views of the plan and profile drawings shall show existing topographic features, plotted property lines, and plotted public right-of-way lines and utilities. Existing features and utilities shall be screened. The profile view shall show existing utilities, including field verified utilities and existing grade over the centerline of the pipe.

Work shall be submitted to the Agency for review and comment, in accordance with an approved schedule of deliverables (at 60%, 90%, Final [pre-signature] design milestones) that meets the design completion schedule for each project. Review submittals shall be half size (11" x 17") (4 hard copies and 1 PDF copy at each submittal milestone).

Submissions for each project shall include contract drawings (i.e., plan and profiles, cross sections, utilities, appurtenances, structural details, et cetera).

Construction plan components may include, but are not limited to: Title Sheet and Location Map, Traffic Control Plans, Layout Plans, Utility Plans, Roadway Plans, Profiles, Sections, Details, etc.

Each sheet of plans shall include the Public Works Agency title blocks.

Each sheet of plans shall bear the professional seal, certificate number, registration classification, and expiration date of the certificate of the professional responsible for their preparation. The signature of the responsible professional shall be included on final submittals.

Final Plans shall use ACPWA standard sheet layouts and shall be plotted on 24# Bright White Bond paper (Oce' Color Wave 600 Printer Media or similar) and formatted & trimmed to 22" x 34" plans. Final submittal shall include electronic copies of the Civil 3D/AutoCAD files (including all associated design drawings and project design data files).

**SPECIFICATIONS:** (4 hard copies and 1 PDF copy will be needed at each submission milestone): Project specification sections will be prepared to conform to ACPWA's specification format and shall complement the contents of the general and special conditions used by ACPWA in the contract documents. Specifications will utilize the Caltrans Standard Specifications as indicated by the County in the *Notice to Proceed*. Work will be submitted to ACPWA for review and comment concurrently with the preliminary contract drawings. The technical project specification shall be prepared in MS Word format. The Word files will be submitted with each submission round. Electronic submissions in MS WORD and the PDF files of the final version shall be submitted with Consultant's professional engineering stamp and signature ready for printing.

**ESTIMATE:** Construction Cost Estimates (4 hard copies and 1 PDF will be needed at each submission milestone). Quantity and construction cost estimates shall be prepared and submitted for the 60%, 90% and 100% levels of review. The spreadsheet shall be submitted with each round of submissions. Detailed cost

estimates shall be prepared using the ACPWA format, MS Excel spreadsheet, which includes all bid items described within the specifications. The estimate shall use the same nomenclature and units of pay as indicated in the specifications. The estimate shall reflect current bid prices based on similar projects and the design engineer's own judgment. Copies of previous bid results used for such estimating purposes shall be submitted along with the final cost estimate. All quantities shown for bid items used in construction contract documents and cost estimate must include easy to follow calculations demonstrating how the quantities were determined.

## **CONSTRUCTION-BID PROCESS SUPPORT**

The Consultant will assist ACPWA with preparing the necessary information needed to properly solicit competitive construction bids and to support a recommendation to the Board of Supervisors to award the Project's construction contract to the lowest responsible bidder. Meetings may include a pre-bid meeting and any other meeting, in the office or field, which requires engineering or design expertise. Any need to clarify or resolve discrepancies, errors, and/or omissions in the PS&E shall be done at no additional cost to the County. Responses to requests for information (RFIs) must be made within two days of receipt.

## **CONSTRUCTION ENGINEERING**

The Consultant may provide Construction Engineering as called for in each Notice to Proceed. Construction Engineering services may include, but are not limited to: project management, field visits and project meetings, administration of submittals and requests for information (RFIs) and review of final record documents.

## **PROJECT MANAGEMENT**

The Consultant is expected to perform project management tasks as described under Preliminary Engineering (Oversight, Scheduling, Reporting, Meeting Coordination, Record Keeping and Quality Assurance/Quality Control), that would normally be expected to extend through the project construction phase. Meetings may include a pre-construction meeting and any other meeting, in the office or field, which requires engineering or design expertise.

## **FIELD VISITS AND PROJECT MEETINGS**

The Consultant is expected to be available to conduct field visits and inspections and attend meetings pertaining to the Project during the Project's construction phase.

## **SUBMITTAL AND RFI ADMINISTRATION**

The Consultant will review, comment on, and approve or deny contractor submittals. The Consultant will also be responsible for responding to contractors RFIs. Any need to clarify or resolve discrepancies, errors, and/or omissions in the PS&E shall be done at no additional cost to the County. Responses to submittals and RFIs must be made within two days of receipt. If the County determines the RFI is of an emergency nature, then the County may require an immediate response from the Contractor. Project delay costs resulting from not responding to a submittal or a RFI in a timely manner will be borne by the Consultant.

## **REVIEW OF FINAL RECORD DOCUMENTS**

The Consultant will review the projects final record documents to assure consistency with approved amendments to the originally authorized construction documents.

END OF APPENDIX A



## APPENDIX B

### PAYMENTS TO CONSULTANT

This is an appendix attached to, and made a part of the Agreement dated 28<sup>th</sup> of June, 2016, between the County of Alameda ("County") and WRECO ("Consultant"), providing for professional services.

#### 1. Amount of Compensation for Services of Consultant

- 1.1 The amount of compensation to be paid to Consultant for all services under this Agreement shall not exceed TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) referred to hereafter as the Not To Exceed Amount ("NTE"). The Consultant may have several projects assigned by the County under this NTE amount. Total compensation paid to the Contractor for all projects assigned will not be greater than the NTE amount and may be less than the NTE. Since this is an on-call contract, the number of projects and total compensation paid to the Contractor will vary (is indeterminate) and may be significantly less than the NTE. Total compensation due Consultant shall be the actual amount invoiced based upon the Consultant's hourly billing, which is based on the Project Schedule, Project Cost Estimate and Project Schedule of Deliverables covered by each Notice to Proceed and described in Appendix A, Exhibit A-1, and which may be less than the NTE amount. Reimbursable Expenses are included in the NTE. The NTE also includes within its scope the scope of all subconsultants and their reimbursables, and shall constitute full compensation for the Services.
- 1.2 "Reimbursable Expenses" means job related expenses directly incurred by Consultant in the performance of services provided under the Agreement. Reimbursable expenses include mail and overnight delivery services, reproduction of reports, drawings, specifications, photographs, and similar. Normal travel expenses to and from the site are included in the base contract and are not Reimbursable Expenses. Meals, lodging and vehicle rentals are not Reimbursable Expenses. Out-of-State travel in connection with the project shall be approved in advance by County.

#### 2. Monthly Billing Breakdown

- 2.1 County shall make monthly payments to Consultant in accordance with approved Monthly Billing Breakdown, which shall be submitted by Consultant for County's approval prior to the first monthly invoice. The "Monthly Billing Breakdown" shall itemize separate categories for each consultant, each phase of work, along with the billing period defining the time line and cost for each category.

#### 3. Methods of Payment to Consultant

- 3.1 For Basic Services on the Project. Consultant shall submit monthly invoices in accordance with the approved "Monthly Billing Breakdown" specifying the percentage complete for each billing category and itemized reimbursable expenses supported by invoices and appropriate backup documentation. Each invoice shall report on Consultant's total billings.

#### 4. Billing Rates

- 4.1 The Billing Rates used as a basis for payment apply to all of Consultant's and Subconsultants' principals, professional personnel and others engaged directly on the Project, and are set forth in the Scope of Project (Exhibit A-1 attached to Appendix A). The billing rates shall be fixed for the first three (3) years of the contract. Any future adjustments to the attached Consultant fee schedule is subject to negotiation for approval by the County. In any case, the maximum adjustment shall not exceed 3%.

END OF APPENDIX B





# APPENDIX C INSURANCE

## EXHIBIT C COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<b>Endorsements and Conditions:</b> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> <li>Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	

Certificate C-2C with EO

Page 1 of 1

(Rev. 3/24/15)

END OF APPENDIX C



**WRECO**

1243 Alpine Road, Suite 108  
Walnut Creek, CA 94596  
Phone: 925.941.0017  
Fax: 925.941.0018  
[www.wreco.com](http://www.wreco.com)

## **RATE SCHEDULE**

**Effective January 1, 2016 – December 31, 2019**

Principal Engineer	\$232.00	per Hour
Supervising Engineer II	\$201.00	per Hour
Supervising Engineer I	\$185.00	per Hour
Senior Engineer III	\$185.00	per Hour
Senior Engineer II	\$160.00	per Hour
Senior Engineer I	\$129.00	per Hour
Associate Engineer II	\$124.00	per Hour
Associate Engineer I	\$108.00	per Hour
Staff Engineer II	\$93.00	per Hour
Staff Engineer I	\$93.00	per Hour
Senior Scientist II	\$170.00	per Hour
Senior Scientist I	\$134.00	per Hour
Associate Scientist II	\$113.00	per Hour
Associate Scientist I	\$108.00	per Hour
Staff Scientist II	\$82.00	per Hour
Staff Scientist I	\$67.00	per Hour
Senior Technician/CADD	\$93.00	per Hour
Technician/CADD	\$72.00	per Hour
Landscape Designer	\$93.00	per Hour
Administrator / Clerical / Tech Editor	\$82.00	per Hour

- **Engineers include Civil Engineers, Hydraulic Engineers and Geotechnical Engineers.**  
**Scientists include Geologists, Biologists and Environmental Scientists.**
- **Expenses are invoiced at 110% of cost.**
- **After 12/31/2019, rates in the contract are subject to a 3% escalation rate on January 1 of each following calendar year.**
- **Rates for deposition and trial time are 1.5 times those shown above.**
- **Regular Mileage is per IRS rate (currently at \$0.54 per mile) or as otherwise specified in contract.**





**AR/WS Fee Schedule**

<b>CONSULTING CATEGORY</b>	<b>HOURLY RATE</b>
Principal Consultant	\$200.00
Managing Consultant	\$185.00
Consultant I	\$150.00
Consultant II	\$130.00
Consultant III	\$115.00
Right of Way Coordinator	\$80.00
Administrative Support	\$65.00
Appraisal Reports	Lump Sum
Appraisal Services (Hourly)	\$200.00
Subcontractors	Cost + 10%
Depositions, Court Appearances, Arbitrations / Mediations, Hearings, and Testimony (including preparation)	\$275.00

*Fees include direct and indirect expenses and profit*





**CAL ENGINEERING & GEOLOGY**

## **SCHEDULE OF CHARGES**

1. **Professional Services.** These are "all-up" rates, and include direct salary cost, overhead, general and administrative costs not separately accounted for, and profit.

<b>Personnel</b>		<b>Rates/Units</b>
Principal Engineer/Geologist	\$ 225	per hour
Associate Engineer/Geologist	\$ 200	per hour
Senior Engineer/Geologist	\$ 184	per hour
Project Engineer/Geologist	\$ 147	per hour
Staff Engineer/Geologist	\$ 131	per hour
Technician (Straight rate prevailing wage)	\$ 118	per hour
Project Assistant	\$ 84	per hour
Administration/Clerical	\$ 79	per hour
Special Inspector (Straight rate prevailing wage; no 4-hour min)	\$ 121	per hour
Deposition/Court Testimony (minimum 4 hours)	\$ 370	per hour
<b>Field and Laboratory Tests</b>		<b>Rates/Units</b>
Concrete Compressive Strength Testing	\$ 35	per cylinder
Moisture Content (ASTM D 2216)	\$ 21	per test
Moisture & Density (ASTM D 4318)	\$ 28	per test
Atterberg Limits (ASTM D 4318)	\$ 185	per test
Compaction Curve, 4" mold (ASTM D 1557)	\$ 235	per test
Compaction Curve, 6" mold (ASTM D 1557)	\$ 290	per test
Wash over #200 Sieve (ASTM D 1140)	\$ 65	per test
Sieve Analysis with #200 Wash (ASTM D 422)	\$ 135	per test
Sieve & Hydrometer (ASTM D 422)	\$ 210	per test
<b>Reimbursables</b>		<b>Rates/Units</b>
Mileage (per allowable federal)	\$ 0.54	per mile
Nuclear Gage	\$ 50	per day
Inclinometer	\$ 175	per day
Vane Shear Device	\$ 100	per day

2. **Travel Time.** Travel time will be charged at regular hourly rates, not to exceed eight (8) hours per day.





**EXARO Technologies Corporation**  
 1831 Bayshore Highway\* Burlingame, CA 94010  
 [Tel] (650) 777-4324 [Fax] (650) 777-4326  
 General Engineering Contractor # 860376



May 13, 2015

**RE: Rate Schedule for Vacuum Excavation (potholing) on RFP Civil Engineering, Environmental and ROW Services in County of Alameda.**

EXARO is pleased to be a part of your team in pursuit for the project referenced in the subject line. Please see EXARO Rate Schedule below.

<b>2016 Rate Schedule rvsd 1-20-2016</b>			
	<b>Units</b>	<b>Rate</b>	<b>Cost</b>
Potholing	0.0	\$3055	\$0
Hot Asphalt Paving	0.0	\$3055	\$0
Slurry backfill (requires dump truck during potholing for debris removal)	0.0	\$3055	\$0
Night Work - project based			\$0
			\$0.00
<b>Other Labor</b>	<b>Units</b>	<b>\$/hr or unit</b>	
Extra Traffic Control Person / Day (labor only)		\$1051	\$0.00
Job Layout Crew USA, mark & notification	0.0	\$164	\$0.00
Permitting labor (excludes permit fees)	0.0	\$164	\$0.00
Pre-work preparation	0.0	\$382	\$0.00
Transcribe field data/hour	0.00	\$99	\$0.00
Labor Total			\$0
<b>Other</b>	<b>Units</b>	<b>Rate</b>	
Equipment - Arrow board In house unit (IHU)	0.0	\$164	\$0.00
Equipment - Steel Plates for slurry	0.0	\$11	\$0.00
Material - Class II Aggregate back-fill - includes native disposal / pothole	0.0	\$37	\$0.00
Material - Cold asphalt patch /concrete/pothole	0.0	\$22	\$0.00
Material - Disposal Spoils ave/pothole	0.0	\$4	\$0.00
Material - Hot Mix Asphalt	0.0	\$186	\$0.00
Material - supplies paint, sand, cutbk - ave/day (in house stock)	0.0	\$24	\$0.00
Material Slurry / day - varies w/project - approximation	0.0	\$796	\$0.00
Mobilization-in/out - Vehicles	0.0	\$42	\$0.00

*Utility Locating by Electronic Detection, GPR, Vacuum Excavation, Rebar Scanning, Cathodic Protection*

~ Delivering Excellence with a Sense of Urgency ~™



**EXARO Technologies Corporation**  
1831 Bayshore Highway\* Burlingame, CA 94010  
[Tel] (650) 777-4324 [Fax] (650) 777-4326  
General Engineering Contractor # 860376



Other	Units	Rate	Cost
Mobilization-in/out (Labor)	0.0	\$164	\$0.00
Subsistence / crew (\$90/person)	0.0	\$11	\$0.00
Traffic Control Drawings "Standard" (none engineer stamped)	0.0	\$37	\$0.00
Truck Pickup IHU	0.0	\$22	\$0.00
Truck Support IHU	0.0	\$4	\$0.00
Other Total			\$0
*Total (Permit Fees not included)			\$0

Thank you for the opportunity to provide this proposal Ms. Chen. Please call me if you have any questions.

Kindest Regards,

*Jose Dominguez*

Jose Dominguez  
Operations Manager  
EXARO Technologies Corporation  
[www.exarotec.com](http://www.exarotec.com)

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
WRECO  
Date \_\_\_\_\_

CC: Denise Salva

*Utility Locating by Electronic Detection, GPR, Vacuum Excavation, Rebar Scanning, Cathodic Protection*

~ Delivering Excellence with a Sense of Urgency ~™



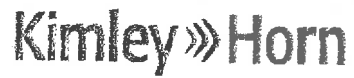


**Attachment G – General Conditions (apply unless specified otherwise)**

- 1.0 Client is to provide: (client refers to authorizing signature and agency and or owner it represents)
- 1.1 All necessary permits required to complete this project at no cost to EXARO unless specified otherwise
  - 1.2 Any special conditions and or work restrictions on project and or project area
  - 1.3 Cancellations less than 24 hours prior to scheduled start of work will be billed at \$800.00
  - 1.4 Coordinate access to restricted areas when necessary
  - 1.5 Name and address where to submit invoicing
  - 1.6 Payment 60 days net or within 10 days of receipt of payment.
  - 1.7 Preliminary Lien Information including owner name and address
  - 1.8 Provide a single point of contact for project
  - 1.9 Reasonable advance notice of any potential project delays
  - 1.10 Retention – Any retention shall not exceed 60 days after EXARO's portion of work is complete and invoiced. Retention exceeding 60 days from last invoice will be re-invoiced at retention plus 10%.
  - 1.11 Soils reports if available
  - 1.12 Three hard copy sets of scaled drawings (two full size and one 11x17)
  - 1.13 USA – If EXARO's scope excludes performing USA then:
    - 1.13.1 PRIME is to provide EXARO a copy of USA ticket for all the work locations.
    - 1.13.2 EXARO assumes no responsibility or liability for any damage to unknown underground utilities. PRIME to pothole any utilities within the excavation area and provide pothole data to EXARO
- 2.0 EXARO Technologies Corporation is to provide
- 2.1 Backfill with native material (unless otherwise specified) compacted to 95% or greater
  - 2.2 Bagged patch paving (unless otherwise specified) warranted for 1 yr, hot mix for 5 yrs
  - 2.3 Highly skilled foreman and technicians as needed to deliver excellence
  - 2.4 Proposal based on pothole depths not to exceed 5 feet unless specified otherwise. Excess footage will be billed accordingly
  - 2.5 Traffic control consisting of construction signs and delineation (if included). Unique local agency requirements requiring additional resources subject to additional fees
  - 2.6 Vacuum excavation truck and other standard equipment required to perform work
  - 2.7 Work priced during normal business days/hours with an 8 hour working window unless specified otherwise
- 3.0 Exclusions/Other [\* Can be provided for an additional fee]
- 3.1 \*As built drawings not included
  - 3.2 \*Bonds, Permits, Deposits, Railroad Flagman are pass through costs billed at 15% of amount rendered
  - 3.3 \*Dewatering/Hazardous material encountered not included in above fees.
  - 3.4 \*Paint removal, Striping restoration & Survey of results not included
  - 3.5 Insurance or other in excess of Auto 1M, GL 8M, Poli 1M, Prof 1M, WC 1M billed at cost +15%
  - 3.6 Potholing price based on normal moderate soil conditions unless specified otherwise. Where pavement thickness exceeds 6" and or extreme soil conditions such as hard pan, dense clay, rocky and or water table exists additional fees will be applied due to increased time to vacuum excavate.
  - 3.7 Schedule of work is subject to change due to inclement weather
  - 3.8 Stand-by time, or delays caused by others will be billed at prorated 8 hour day.
  - 3.9 Training or requested meetings not specifically identified in proposal will be additional fees
  - 3.10 Work hours – proposal based on 8 hour workdays or call out minimum unless specified otherwise

*Utility Locating by Electronic Detection, GPR, Vacuum Excavation, Rebar Scanning, Cathodic Protection*





## Rate Schedule

### CATEGORY

Project Support	\$90
Sr. Project Support	\$130
Analyst I	\$125
Analyst II	\$140
Professional I	\$155
Professional II	\$180
Sr. Professional I	\$225
Sr. Professional II	\$260





The fee following rates are valid thru 2019

Chrisopher Kent, Principal at PGAdesign




HOURLY RATES

PGADESIGN LANDSCAPE ARCHITECTURE	Loaded Hourly Billing Rates Straight Overtime
(6)	(7)
<b>Principal</b>	<b>\$216.72</b>
<i>Christopher Kent</i>	
<i>Salaried</i>	
<b>Landscape Architect</b>	<b>\$114.82</b>
<i>Diana Pink</i>	
<i>Salaried</i>	
<b>Irrigation Designer</b>	<b>\$105.50</b>
<i>Robert Tower</i>	
<i>Salaried</i>	
<b>Landscape Designer</b>	<b>\$98.65</b>
<i>Daniel Collazos</i>	
<i>Salaried</i>	
<b>CADD Manager</b>	<b>\$88.28</b>
<i>Justine Hirsch</i>	
<i>Salaried</i>	
<b>Technical Support</b>	<b>\$74.63</b>
<i>Kevin Ohle</i>	
<i>Salaried</i>	


Mileage

54 cents per mile





PLS Surveys, Inc.  
e-mail: plssurv@pacbell.net



2220 Livingston Street, Suite 202  
Oakland, California 94606  
510.261.0900 FAX 510.261.3303

## RATE SCHEDULE

### Field:

One-man	\$185.00
Two-man	\$225.00**
Three-man	\$284.00
4 hour minimum applies to above rates	
Hydrographic Day rate	\$3,100.00

### Office:

Principal-in-Charge	\$190.00
Land Surveyor	\$150.00
Survey Technician	\$105.00
AutoCAD/Drafter	\$131.00
Clerical/Delivery (In-House)	\$95.00

\*\*The two-man crew rate is our standard rate used for most land surveys. These rates are subject to change on an annual basis. Time spent over 8 hours per day and on Saturdays will be charged at 1.5 times the hourly rate. All field personnel charges are portal to portal. Professional employees will not be charged at premium charge rates for overtime work.

These rates include RTK GPS, robotic total stations, digital levels and supplies.  
Rates good through 2020.

Rev. 10-2015



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Dealey, Renton &amp; Associates</b> <b>P. O. Box 12675</b> <b>Oakland, CA 94604-2675</b> <b>510 465-3090</b>	<b>CONTACT NAME:</b> Julie L. Nelson	
	<b>PHONE (A/C, No, Ext):</b> 510 465-3090	<b>FAX (A/C, No):</b> 510 452-2193
<b>E-MAIL ADDRESS:</b> jnelson@dealeyrenton.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Hartford Casualty Insurance Co.		<b>29424</b>
<b>INSURER B:</b> Sentinei insurance Co. LTD		<b>11000</b>
<b>INSURER C:</b> XL Specialty Insurance Co.		<b>37885</b>
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
**WRECO**  
**1243 Alpine Road, Suite 108**  
**Walnut Creek, CA 94596-4431**

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		57SBWAS9470	06/27/2016	06/27/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		57UEGUP6164	06/27/2016	06/27/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		57SBWAS9470	06/27/2016	06/27/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	57WEGPH0477	06/27/2016	06/27/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		DPR9804538	05/01/2016	05/01/2017	\$3,000,000 per Claim \$3,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability Policy excludes claims arising out of the performance of professional services.

Project Name: Alameda County On-call Professional Engineering Services

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are named as Additional Insured as respects General Liability and Auto Liability coverages. Insurance is Primary/Non-Contributory per policy form wording. See (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

Alameda County Public Works Agency  
 Attn: James Chu  
 399 Elmhurst Street  
 Hayward, CA 94544

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Julie L. Nelson*

© 1988-2014 ACORD CORPORATION. All rights reserved.

## DESCRIPTIONS (Continued from Page 1)

attachments. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the Certificate Holder.

Insured: WRECO  
Insurer: Hartford Casualty Insurance Co.  
Policy Number: 57SBWAS9470  
Policy Effective Date: 06/27/2016  
Additional Insured:

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives

EXCERPTS FROM: Hartford Form SS 00 08 04 05

## BUSINESS LIABILITY COVERAGE FORM

### C. WHO IS AN INSURED

#### 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

##### f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products- completed operations hazard, but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

### E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

### E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

### E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



**EXCERPTS FROM CA 00001 (1001)**  
**HARTFORD BUSINESS AUTO COVERAGE**

**Insured:** WRECO

**Policy Number:** 57UEGUP6164

**Policy Effective Dates:** 06/27/2016

**Additional Insured:**

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives

**Additional Insured: SECTION II – LIABILITY COVERAGE**

1. WHO IS AN INSURED: The following are “insureds”
- c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

**Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS**

B. General Conditions - 5. Other Insurance

- a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.
- c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Liability Coverage is primary for any liability assumed under an “insured contract”.

**Cross Liability Clause: SECTION V – DEFINITIONS**

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

**EXCERPTS FROM HA9916 (0302)**  
**HARTFORD COMMERCIAL AUTOMOBILE BROAD**  
**FORM ENDORSEMENT**

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

## APPENDIX D

### COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION For Procurements Over \$25,000

The Consultant, under penalty of perjury, certifies that, except as noted below, Consultant, its Principals, and any named and unnamed subconsultants/subcontractors:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.


If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

CONSULTANT: WRECO

PRINCIPAL: Han-Bin Liang, Ph.D., P.E. TITLE: President

SIGNATURE:  DATE: 6/10/2016

END OF APPENDIX D



## **APPENDIX E**

### **COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating subcontractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County which have a start date on or after July 1, 2007 should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at:

[http://www.elationsys.com/elationsys/support\\_1.htm](http://www.elationsys.com/elationsys/support_1.htm)

Or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

**END OF APPENDIX E**



**APPENDIX F: ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT  
VENDOR INFORMATION**

ALCOLINK Vendor Number (if known): \_\_\_\_\_ SLEB Vendor Number: 03-90320

Full Legal Name: WRECO DBA: WRECO

Type of Entity: ☐ Individual ☐ Sole Proprietor ☐ Partnership  
☒ Corporation ☐ Tax-Exempted ☐ Government or Trust

Check the boxes that apply:

☐ Goods Only ☐ Goods & Services ☐ Rents/Leases ☐ Legal Services  
☐ Rents/Leases paid to you as the agent ☐ Medical Services ☐ Non-Medical Services –  
Describe Engineering Services ☒ Other Professional Services

Federal Tax ID Number (required): 93-1223389

P.O. Box/Street Address: 1000 Broadway, Suite 475  
Oakland, CA 94607

Vendor Contact's Name: Han-Bin Liang

Vendor Contact's Telephone: 510-836-5188 Fax: 510-836-5288

Vendor Contact's E-mail address: hanbin\_liang@wreco.com

***Please check all that apply:***

LOC	<input checked="" type="checkbox"/>	Local Vendor (Holds business license within Alameda County)
SML	<input checked="" type="checkbox"/>	Small Business (as defined by Small Business Administration)
I	<input type="checkbox"/>	American Indian or Alaskan Native (>50%)
A	<input checked="" type="checkbox"/>	Asian (>50%)
B	<input type="checkbox"/>	Black or African American (>50%)
F	<input type="checkbox"/>	Filipino (>50%)
H	<input type="checkbox"/>	Hispanic or Latino (>50%)
N	<input type="checkbox"/>	Native Hawaiian or other Pacific Islander (>50%)
W	<input type="checkbox"/>	White (>50%)

Number of Entry Level Positions available through the life of the contract: 10

Number of other positions available through the life of the contact: 20

This information to be completed by County:



Contract # \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Term: \_\_\_\_\_

**Vendor** agrees to provide Alameda County (through East Bay Works and Social Services Agency), ten (10) working days to refer to Vendor, potential candidates to be considered by Vendor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Vendor has available during the life of the contract before advertising to the general public. Vendor will also provide the County with specific job requirements for new or vacant positions. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but final decision of whether or not to offer employment, and the terms and conditions thereof, to the candidate(s) rest solely within the discretion of the Vendor.

**Alameda County** (through East Bay Works and Social Services Agency) agrees to only refer pre-screened qualified applicants, based on vendor specifications, to vendor for interviews for prospective employment by Vendor (see Incentives for Vendor Participation under Vendor/First Source Program located on the Small Local Emerging Business (SLEB) Website, <http://www.acgov.org/auditor/sleb/>).

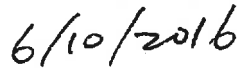
If compliance with the First Source Program will interfere with Vendor's pre-existing labor agreements, recruiting practices, or will otherwise obstruct Vendor's ability to carry out the terms of the contract, Vendor will provide to the County a written justification of non-compliance in the space provided below.

WRECO

\_\_\_\_\_  
(Company Name)



\_\_\_\_\_  
(Vendor Signature)



\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(East Bay Works / One-Stop Representative  
Signature)

\_\_\_\_\_  
(Date)

Justification of Non-Compliance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

END OF APPENDIX F





## APPENDIX G:

### CERTIFICATION

#### of Compliance with the Iran Contracting ACT of 2010

(Applicable to Contract Value of \$1 million or more)

The Consultant certifies under penalty of perjury that it is not prohibited from entering into this bid by the provisions of the Iran Contracting Act of 2010 (Public Contract Code sections 2200-2208).

Note: Providing a false certification will result in referral to the Attorney General for prosecution and imposition of substantial civil penalties up to twice the contract value and a prohibition from bidding on public entity contracts for a period of three years. Providing a false certification may result in termination of an awarded contract. The above certification is part of the Agreement.

COMPANY NAME: WRECO

PRINCIPAL: Han-Bin Liang, Ph.D., P.E. TITLE: President

SIGNATURE:  DATE: 6/10/2016

End of Certification

END OF APPENDIX G

