



# COUNTY OF ALAMEDA

## ADDENDUM No. 2

to

RFQ/RFP No. 14030

for

**Santa Rita Jail Accessibility Retrofit Project  
Construction Management Professional Services**

**November 17, 2017**

Contract Document Clarifications and/or Modifications

**DUE DATE FOR SEALED PROPOSALS IS NOW DECEMBER 5, 2017, NO LATER THAN 2:00PM**

This County of Alameda, General Services Agency (GSA) Addendum has been electronically issued to potential bidders via e-mail. E-mail addresses used are those in the County's Small Local Emerging Business (SLEB) Vendor Database or from other sources. If you have registered or are certified as a SLEB, please ensure that the complete and accurate e-mail address is noted and kept updated in the SLEB Vendor Database. This Addendum will also be posted on the GSA Contracting Opportunities website located at [http://www.acgov.org/gsa/purchasing/bid\\_content/ContractOpportunities.jsp](http://www.acgov.org/gsa/purchasing/bid_content/ContractOpportunities.jsp).



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This Addendum forms a part of the RFQ/RFP Documents and modifies the original RFQ/RFP Documents for proposal response as noted below. Proposer acknowledges receipt and acceptance of all addenda issued under this RFQ/RFP when submitting Exhibit A with their proposal response.

**This Addendum No. 2, dated November 17, 2017, includes the following:**

- I. Non-Mandatory Networking Conference held on November 8, 2017, at 1:00PM.** There were no attendees at this meeting.
- II. Optional non-mandatory Site Visit/Job Walk held on November 13, 2017 at 10:00AM.** There were no attendees at this meeting.
- II. RFQ/RFP Documents and Contracting Requirements.** The following Sections have been modified to read as shown below. Changes made to the original RFQ/RFP document are in **bold** print and **highlighted**, and deletions made have a ~~strike through~~. The revised RFQ/RFP document is attached to this Addendum 2.
  1. RFQ/RFP Document, Front Cover Page is revised.
  2. RFQ/RFP Document, Table of Contents is revised.
  3. RFQ/RFP Document, B. SCOPE OF SERVICES, Item 1.b. is revised.
  4. RFQ/RFP Document, II. CALENDAR OF EVENTS is revised.
  5. RFQ/RFP Document, G. SUBMITTAL OF PROPOSALS, Item 2 is revised.
  6. RFQ/RFP Document, I. RESPONSE CONTENT/SUBMITTALS, Items 2.b., 2.c., and 3 are revised.
  7. RFQ/RFP Document, J. EVALUATION PROCESS AND CRITERIA/SELECTION, Item 4 is revised.
- III. Response to written questions submitted by November 13, 2017, 2:00PM.**
  - Q1) Will any of the work be at night or off-hours or can the work occur during normal daytime hours?  
A1) **In order for the phasing schedule milestone dates to be met, GSA has required the construction contractor to complete the project during the following hours and conditions:**  
**“Construct Work in stages and at times to accommodate County operation requirements during the construction period; coordinate construction schedule and operations with the County. Work for all Phases shall be performed by multiple crews with multiple shifts, during off-hours and weekends, in addition to normal business hours (7:00AM to 4:00PM) during weekdays.”**  
**Therefore, the services provided by the construction manager and its sub-consultants will adhere to the same hours and schedule of activities as the construction contractor.**
  - Q2) What is the budget for the project?  
A2) **The budget funding received for the project was \$21,576,785.**
  - Q3) What is the County’s estimate for the construction value of the project?  
A3) **The estimated cost of construction is \$9 million.**

- Q4) Is the County hiring the CASp and if so has that person/firm already been selected? If so, who is that person/firm?
- A4) The County hired Hibser Yamauchi Architects located in Oakland, CA, who has performed CASp review services for the construction documents, and will be the County's CASp for the construction of the project.**
- Q5) Can the CM and IOR be the same individual?
- A5) No. The CM firm must subcontract with an IOR firm. The IOR is separate firm with its own employees and specific requirements for inspections, as specified in the construction documents for the project, as well as for IOR coordination described in Exhibit H of this RFQ/RFP.**
- Q6) Please provide more detailed services expected from the IOR.
- A6) The services for the inspector of record (IOR) or other sub-consultants under the Construction Manager shall be based on the requirements contained in the project's construction documents and as described in Exhibit H of this RFQ/RFP. Proposers were advised at the Mandatory Conference and as stated in Addendum 1 to review the project's construction documents to further understand the project scope of work, and to determine the level of effort necessary, in addition to the requirements of this RFQ/RFP for Construction Manager and its sub-consultants.**
- Q7) In order to meet the requirements of RFQ/RFP, Section D. Hourly Rate Schedule (Page 10 of 20), and provide a budget estimate, we need more details, e.g., number and type of inspections needed by the IOR, environmental, etc.
- A7) See responses A5 and A6.**
- Q8) You indicate in the RFQ/RFP document, on Page 10 of 20, to include an Hourly Rate Schedule, but on Page 11, it states to include the Cost Proposal in a separated sealed envelope. Please clarify.
- A8) The Hourly Rate Schedule is not the same document as the Cost Proposal. The Hourly Rate Schedule, as defined in I. RESPONSE CONTENT/SUBMITTALS, Item 2.d., is to be submitted as part of the Proposal Response. The Cost Proposal is a separate document, to be submitted per section J. EVALUATION PROCESS AND CRITERIA/SELECTION, Item 4.**
- Q9) How many copies of the Cost Proposal are required?
- A9) One (1) original.**
- Q10) Do you want a separate flash drive for the Cost Proposal or have both the Technical and Cost Proposals on one flash drive?
- A10) Do not submit a flash drive of the Cost Proposal in an electronic format. Only the Proposal Response shall be submitted on a flash drive as instructed in H. RESPONSE FORMAT, Item 1.**

Q11) I understand we have to include an unsigned copy of Exhibit I – Draft Agreement in our package – is this all 22 pages?

**A11) Yes.**

Q12) Please confirm Exhibits H and J are for information purposes only and not to be included in our submittal.

**A12) Not confirmed. Copies of Exhibits H and J are to be included in the Proposal Response as per section I. RESPONSE CONTENTS/SUBMITTALS, Item 2.g.**

Q13) What are the security requirements for the firms and their personnel working on this project?

**A13) As part the contract requirements, the Construction Manager's employee personnel and its sub-consultant firms and their personnel who will be working on the site and within the jail facility shall be required to meet the Sheriff's site security clearance requirements. The Site Security Clearance form, included in Addendum 1, will be used for this process during the project.**

Q14) What location will the Construction Manager and their sub-consultants be allowed to work out of at the jail facility?

**A14) The County will require its Construction Contractor to provide two desks/workstations inside the Construction Contractor's on-site job trailer.**

End of Addendum No. 2



# COUNTY OF ALAMEDA

## REQUEST FOR STATEMENT OF QUALIFICATIONS AND REQUEST FOR PROPOSAL (RFQ/RFP)

**RFQ/RFP NO. 14030**

### SPECIFICATIONS, TERMS & CONDITIONS

**For**

### SANTA RITA JAIL ACCESSIBILITY RETROFIT PROJECT CONSTRUCTION MANAGEMENT (CM) SERVICES

#### PROPOSERS/NETWORKING CONFERENCES

**Mandatory Conference:**

**11:00 a.m.**

**on**

**November 7, 2017**

**At**

***1401 Lakeside Drive, Room 1105, Oakland, CA  
94612***

**Non-Mandatory Networking Conference:**

**1:00 p.m.**

**on**

**November 8, 2017**

**At**

***1401 Lakeside Drive, Room 1105, Oakland, CA  
94612***

**For complete information regarding this project see this RFQ/RFP posted at  
[http://www.acgov.org/gsa\\_app/gsa/purchasing/bid\\_content/contractopportunities.jsp](http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp)**

**or contact the person listed below. Thank you for your interest!**

**County Contact Person: Bernadette Delgado, Senior Project Manager GSA**

**Phone Number: (510) 208-9590**

**Email Address: [bernadette.delgado@acgov.org](mailto:bernadette.delgado@acgov.org)**

#### RESPONSE DUE

**by**

**2:00 p.m.**

**on**

**~~December 4, 2017~~ December 5, 2017**

**at**

**Alameda County, General Services Agency  
1401 Lakeside Drive, Suite 903  
Oakland, CA 94612**

COUNTY OF ALAMEDA

REQUEST FOR STATEMENT OF QUALIFICATIONS AND REQUEST FOR  
PROPOSAL (RFQ/RFP)

SPECIFICATIONS, TERMS & CONDITIONS

For

SANTA RITA JAIL ACCESSIBILITY RETROFIT PROJECT  
CONSTRUCTION MANAGEMENT (CM) SERVICES

RFQ/RFP NO. 14030

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**COUNTY OF ALAMEDA**

**REQUEST FOR STATEMENT OF QUALIFICATIONS AND REQUEST FOR  
PROPOSAL (RFQ/RFP)**

**RFQ/RFP NO. 14030**

**SPECIFICATIONS, TERMS & CONDITIONS**

**For**

**SANTA RITA JAIL ACCESSIBILITY RETROFIT PROJECT  
CONSTRUCTION MANAGEMENT (CM) SERVICES**

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**V. ATTACHMENTS (Continued)**

Exhibit E – The Iran Contracting Act (ICA) of 2010

Exhibit F – First Source Agreement

Exhibit G – Small, Local, and Emerging Business Program New Certification Application

Exhibit H – Scope of Services

Exhibit I – Draft Professional Services Contract Agreement

Exhibit J – Project Proposed Phasing Plan & Schedule

**I. STATEMENT OF WORK**

**A. PROJECT DESCRIPTION AND OVERVIEW**

1. The Santa Rita Jail (SRJ) Accessibility Retrofit Project #14030 is an existing County detention facility.
  - a. The project consists of the removal of barriers to accessibility in various parts of the facility.
  - b. The General Services Agency (GSA) is currently implementing Phase 0 work under a separate contract. The Phase 1 work is the scope of this RFQ/RFP.
  - c. GSA has engaged the services of an Architect of Record (AOR) and an ADA California Access Specialist (CASp). The Design has been completed for the Phase 1 work with the AOR and approvals by the CASp Monitor are complete. The construction documents are pending upcoming bidding to a Construction Contractor. This project will use the Design-Bid-Build delivery method.
  - d. The AOR will perform Construction Administration services as part of its contract with the GSA which include:
    - 1) Providing a detailed phasing schedule through construction with completion dates for individual phases;
    - 2) Providing construction contractor bidding and award support and assistance as needed to GSA;
    - 3) Conducting Construction Administration meetings, site visits and field observation reports pertaining to the role of the AOR; and
    - 4) Review of Construction Contractor submittals as specified in the construction documents; and direct coordination pertaining to CASp construction reviews.
  - e. The GSA and its consultants will work collaboratively with the Alameda County Sheriff's Office (ACSO) during the construction bidding and execution for all phases of the work.
2. The funding for the Construction Management (CM) Services is included in the project's funded budget.
3. For the scope of CM services described in this RFQ/RFP, the consultant firm shall provide assigned and dedicated personnel and/or teams to support the project effort for the duration of the project under its contract with the County. The firm's construction manager shall manage each project team or subconsultant and their efforts.
  - a. The selected firm may contract with other sub-consultants who have specialized experience in the specific scope of services to respond to the requirements of this RFQ/RFP.

## Construction Management Services for Santa Rita Jail Accessibility Retrofit Project

- b. If a firm includes sub-consultants as part of its proposed team, the firm will contract with sub-consultants and shall be responsible for these contracts. A firm shall define and describe relationships with sub-consultants in its Proposal Response.

### B. SCOPE OF SERVICES

1. In accordance with the circumstances described above, the County intends to select and contract with one (1) qualified firm to provide the CM Services as a result of this RFQ/RFP. This firm will provide the generally described Scope of Services as follows:
  - a. GSA will directly contract with these project consultants. The CM shall coordinate with GSA and its consultants as part of their efforts and scope of services.
    - 1) AOR
    - 2) CASp
    - 3) Building Code/Plan Review
    - 4) Construction Contractor
    - 5) Certified Payroll/DIR Compliance
    - 6) PSCBA Compliance
  - b. The CM shall provide the following services for the project scope of work:
    - 1) CM services as described in Exhibit **H**.
    - 2) Material Testing Consultant - Special Testing & Inspections Services
    - 3) Inspection Consultant - Inspector of Record (IOR) Services
    - 4) Environmental Consultant - Hazardous Material Testing and Remediation Services
    - 5) Cost Management Services throughout the Project
2. Green Building: The County of Alameda's Green Building Ordinance includes Construction Waste Management requirements which will apply to this construction project. Due to the limited scope of the project, the County's LEED requirements do not apply.

### C. TIME OF SERVICES AND PROJECT SCHEDULES

1. The County anticipates project timelines, milestones and/or schedules to be as follows:
  - a. Project Timelines and Milestones. Below are the anticipated project timelines and milestone dates for Construction Management (CM) services under this RFQ/RFP.
  - b.

<b>Expected Dates:</b>	<b>Activity:</b>
October-December 2017	Construction Contracting/Procurement
January 2018	Construction Start and CM Start
October 2019	Construction Completion (All Phases)

## Construction Management Services for Santa Rita Jail Accessibility Retrofit Project

- c. Project Schedule. See Exhibit J – Project Proposed Phasing Plan & Schedule which includes a proposed construction phasing plan and a proposed general timeline and schedule to complete the Phase 1 work for the Construction Contractor. This will be a determining factor for the contract duration of CM services.
2. Note that these timelines, milestones and schedule dates are approximations and may change due to project phasing or other circumstances. The selected CM consultant firm shall provide a schedule in its Proposal Response which demonstrates achievement of the services within these overall time frames. If additional project information pertaining to CM Services is available prior to the RFQ/RFP Response Due Date, the County will include it in an Addendum.

### D. GLOSSARY OF TERMS AND ACRONYMS

1. Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

A/E	Architecture(-al) and Engineer(-ing)
AHJ	Authority/Authorities Having Jurisdiction
AOR	Architect of Record
Board	Shall refer to the County of Alameda Board of Supervisors
BSCC	Board of State and Community Corrections
CSC	Shall refer to County Selection Committee
Capital Program	Capital Programs administered by the General Services Agency (GSA)
Contractor	When capitalized, shall refer to selected Proposer that is awarded a contract.
Construction Contractor	A general construction contractor contracted for a DBB or a JOC project and delivery method.
County	When capitalized, shall refer to the County of Alameda.
Design/Build, Design/Builder or D/B	A Design/Build project delivery method, or a Design/Builder. D/B shall be used in context for either Design/Build project or Design/Builder.
DBB	A Design-Bid-Build project and delivery method.
DSA	Division of the State Architect
Federal	Refers to United States Federal Government, its departments and/or agencies.
F.O.B.	Shall mean without charge for delivery to destination and placing on board a carrier at a specified point (Free On Board).
FM	Local Fire Marshal or State Fire Marshal having jurisdiction
GSA	General Services Agency, County of Alameda
IOR	Inspector of Record
IRS	Refers to Internal Revenue Service
JOC	Job Order Contract or Job Order Contractor. A construction contract delivery method using County's Job Order Construction Contractor.
Labor Code	Refers to California Labor Code
Medical Facilities	Medical Facilities Development Program, GSA

## Construction Management Services for Santa Rita Jail Accessibility Retrofit Project

Program	
MSDS	Refers to Material Safety Data Sheets
OSHA	Refers to California Occupational Safety and Health Administration.
Proposal	Shall mean Proposer response to this RFQ/RFP.
Proposer	Shall mean specific person or firm responding to this RFQ/RFP.
PO	Shall refer to Purchase Order(s).
PSCBA	For County projects with a construction value of one million (\$1,000,000) or more, they will be subject to the requirements of the "Project Stabilization/Community Benefits Agreement" (PSCBA). Contractor and its subcontractors, of whatever tier, shall be bound for all scope of work under the Construction Contractor contract.
Qualifications	Shall mean Proposer's response to this RFQ/RFP.
RFP	Request for Proposal. Shall mean this document, which is the County of Alameda's request for proposals by selected Consultant firm(s) to provide the services being solicited herein.
Response	Shall refer to proposer's proposal submitted in reply to RFQ/RFP.
RFQ	Request for Statement of Qualifications. Shall mean this document, which is the County of Alameda's request for Statement of Qualifications responses from Consultant firm(s) to provide the services being solicited herein.
SF	Standard Form
SLEB	Small Local Emerging Business
SOQ	Statement of Qualifications
State	Refers to State of California, its departments and/or agencies.



## Construction Management Services for Santa Rita Jail Accessibility Retrofit Project

### II. CALENDAR OF EVENTS

**Note:** Award and start dates are approximate.

Event	Date/Location	
RFQ/RFP Issued	Monday, October 23, 2017	
Mandatory Conference: Information/Registration for all RFQ/RFP Proposers	TUESDAY, NOVEMBER 7, 2017 11:00 AM <b>LOCATION:</b> GENERAL SERVICES AGENCY 11 <sup>th</sup> Floor, Conf. Rm. 1105 1401 Lakeside Drive Oakland, CA 94612	Additional Information: <i>Please allow enough time parking: at metered street parking or public parking lot. Paid parking is also available at the adjacent County "Alcopark" on- site parking garage on Jackson Street between 12th &amp; 13th Streets. Please also allow enough time for entry into secure building.</i>
Non-Mandatory Networking Conference: Networking Opportunity Meeting for all RFQ/RFP Proposers (Prime consultant and sub- consultant firms)	WEDNESDAY, NOVEMBER 8, 2017 1:00 PM <b>LOCATION:</b> GENERAL SERVICES AGENCY 11 <sup>th</sup> Floor, Conf. Rm. 1105 1401 Lakeside Drive Oakland, CA 94612	Additional Information: <i>Please allow enough time for parking at metered street parking or public parking lot and entry into secure building.</i>
Addendum #1 Issued	November 9, 2017	
Final Written Questions Due	<b>BY</b> 2:00 PM on November 13, 2017 to County Contact	
Addendum #2 Issued	<del>November 16, 2017</del> <b>November 17, 2017</b>	
Proposal Response Due	<del>DECEMBER 4, 2017</del> <b>DECEMBER 5, 2017</b> <b>NO LATER THAN</b> 2:00 p.m.	
Proposal Evaluation Period	December 5 to December 8, 2017	
Interviews/Oral Presentations	<del>December 14 to</del> December 15, 2017	
Notice of Intent to Award	December 18, 2017	
End of Protest/Appeals Period	December 26, 2017	
Board Award Date	January 23, 2018	
Contract Award Date	January 23, 2018	
Contract Start Date	January 24, 2018	

#### E. MANDATORY AND NON-MANDATORY PROPOSERS CONFERENCES

1. Firm(s) must attend the Mandatory Conference in order to be eligible to submit a proposal.
2. The Mandatory Conference for this RFQ/RFP will be held to:
  - a. Register interested Proposers who are prime consultant firms.

## **Construction Management Services for Santa Rita Jail Accessibility Retrofit Project**

- b. Provide the County the opportunity to discuss the intent of the RFQ/RFP.
  - c. Provide an opportunity for proposers to ask specific questions about the project and request RFQ/RFP clarifications.
  - d. Provide proposers an opportunity to receive documents, etc. necessary to respond to this RFQ/RFP.
  - e. Provide the County with an opportunity to receive feedback regarding the project and RFQ/RFP.
3. The Non-Mandatory Networking Conference for this RFQ/RFP will be held to:
  - a. Provide an opportunity for small and local emerging businesses (SLEBs) and large firms to potentially network and develop partnering relationships in order to participate in contract(s) that may result from this RFQ/RFP.
3. Written questions or inquiries submitted prior to the Mandatory Conference, in accordance with the Calendar of Events, and verbal questions received at the Mandatory Conference and the Non-Mandatory Networking Conference, will be addressed whenever possible at the Mandatory Conference and/or Non-Mandatory Networking Conference respectively. All questions will be addressed and recorded as necessary for a formal response by the County in an Addendum. The list of attendees will be included in an Addendum following the RFQ/RFP Mandatory and Non-Mandatory Conferences in accordance with the Calendar of Events.
4. Attendance at the Non-Mandatory Networking Conference for the purpose of networking is encouraged and recommended for prime consultant(s) to network with prospective subconsultants.
5. It is the responsibility of each proposer to be familiar with all of the specifications, terms, and conditions of this RFQ/RFP. By the participating in this RFQ-RFP, which includes submission of Qualifications, and if requested, a Proposal, the Proposer certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications, terms, and conditions.

### **III. INSTRUCTIONS TO PROPOSERS**

#### **F. COUNTY CONTACTS**

1. The GSA Medical Facilities Development Program is managing this project and conducting the RFQ/RFP process on behalf of the County. All contact during the RFQ/RFP competitive process is to be through the designated GSA County Contact only.
2. The evaluation phase of the RFQ/RFP process shall begin upon receipt of sealed Proposal Responses shall proceed through the selection process until a contract has been awarded. Proposers shall not contact or lobby evaluators during the evaluation process. Attempts by a Proposer (consultant or subconsultants) to contact evaluators may result in disqualification of proposer.

## Construction Management Services for Santa Rita Jail Accessibility Retrofit Project

3. All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail to the GSA County Contact:

Bernadette Delgado, Senior Project Manager GSA  
Medical Facilities Development Program  
County of Alameda, General Services Agency  
1401 Lakeside Drive, Suite 800, Oakland, CA 94612  
E-mail Address: bernadette.delgado@acgov.org  
Facsimile: 510-208-3995

The GSA Contracting Opportunities website will be the official notification posting place of all Request for Proposals and Addenda. To view current contracting opportunities, go to:

[http://www.acgov.org/gsa\\_app/gsa/purchasing/bid\\_content/contractopportunities.jsp](http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp)

### G. SUBMITTAL OF PROPOSALS

1. All proposals must be SEALED and must be received at the Office of the GSA Purchasing Agent of Alameda County **BEFORE** 2:00 p.m. on the due date specified in the Calendar of Events.

NOTE: LATE AND/OR UNSEALED PROPOSALS CANNOT BE ACCEPTED. IF HAND DELIVERING PROPOSALS PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING.

Proposals will be received only at the address and room number shown below, and by the time indicated in the Calendar of Events. Any proposal received after the said time and/or date or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened.

All proposals, whether delivered by an employee of Proposer, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the due date and time designated. The GSA Purchasing Department time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals.

2. Proposals are to be addressed and delivered as follows:

#### **RFQ/RFP NO. 14030**

#### **CM SERVICES FOR SANTA RITA JAIL ACCESSIBILITY RETROFIT PROJECT**

County of Alameda, General Services Agency  
County Contact: Bernadette Delgado  
c/o GSA Medical Facilities Program  
1401 Lakeside Drive, 8<sup>th</sup> Floor, Suite 800  
Oakland, CA 94612

## Construction Management Services for Santa Rita Jail Accessibility Retrofit Project

### **Delivery Instructions:**

**Deliveries made on December 4, 2017 after 1:00PM shall be received by the County Contact at the 1401 Lakeside Drive, First Floor Lobby Desk, from 1:00PM to 2:00PM.**

Proposer's name and return address must also appear on the mailing/delivery package.

3. No telegraphic, e-mail or facsimile proposals will be considered.
4. By submission of its proposal, Proposer agrees and acknowledges all RFQ/RFP specifications, terms and conditions and indicates ability to perform.
5. All costs required for the preparation and submission of a proposal shall be borne by Proposer.
6. Only one proposal response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.
7. It is the responsibility of the Proposers to clearly identify information in their proposal responses that they consider to be proprietary under the California Public Records Act.

### H. RESPONSE FORMAT

1. Proposal responses are to be straightforward, clear, concise and specific to the information requested. Submit in 8-1/2 inch x 11 inch format one (1) original plus four (4) copies of the proposal, plus an electronic copy shall be submitted on one (1) flash drive in Adobe "PDF" or Microsoft "PDF" format. The electronic copy must have all appropriate pages signed. Original proposal is to be clearly marked, printed on plain white paper, and must be either loose leaf or in a 3-ring binder (NOT bound). Submittals shall contain only material directly related to response to requirements, not general marketing material. Organize your information under tabs in the same order delineated below under "Response Content."
2. In order for proposals to be considered complete, see EXHIBIT A.

### I. RESPONSE CONTENT/SUBMITTALS

1. Proposal responses must be signed in ink. The signatures of all persons required under the applicable organizational documents in order to bind the Proposer must be on the proposal response. Provide applicable signature documentation pursuant to consultant firm's organizational structure verifying the authority of the person signing the proposal response to commit to its Proposal on behalf of the firm.

## Construction Management Services for Santa Rita Jail Accessibility Retrofit Project

2. The Proposal Response shall include the following written and technical information:

- a. Organization and Approach

- 1) Describe the roles and organization of your proposed firm and team(s) for the project(s). Indicate the composition and number of project staff, facilities available and experience of your firm/team as it relates to the project(s).
- 2) Describe your project and management approach. Provide a detailed description of how the team, including all subconsultants, will be managed, and the Scope of Services provided by the firm to respond to the phases described above. Describe your approach to compliance with the County's SLEB/Outreach Program, with particular reference to any mentoring or capacity developing strategies represented by partnering with local Alameda County firms.
- 3) Describe the roles of key individuals on the firm team(s), including roles of individuals in each consultant firm. Provide resumes and references for all key team members.
  - (a) Resumes shall show relevant experience for the project Scope of Services, as well as the length of employment with the proposing firm.
  - (b) Key members, especially the Project Manager, shall have significant and demonstrated experience relevant with the type of project, and should be committed to stay with the project for the duration of the project. Include certifications and/or merits.
- 4) Describe how your firm team(s) will work with the General Services Agency (GSA) staff and its County client agencies. Identify what information and time will be required from them for the project(s). Indicate where the Project Manager(s) for each firm on the team will be physically located.

- b. Scope of Services Provided:

- 1) Include a detailed Scope of Services statement describing all services to be provided. Refer to B. SCOPE OF SERVICES in this section and Exhibit I **H** – Scope of Services.
- 2) Describe Project Deliverables for each phase of your work. Refer to A. PROJECT DESCRIPTION AND OVERVIEW, B. SCOPE OF SERVICES in this section, and Exhibit I **H** – Scope of Services and Exhibit K **J** – Proposed Phasing Plan & Schedule.
- 3) Describe your Cost Control and Budgeting Methodology for the projects.

## Construction Management Services for Santa Rita Jail Accessibility Retrofit Project

- 4) Provide a sample Project Monthly Report with milestones and benchmarking information for proposed project management reporting.

### c. Schedule of Work:

- 1) Provide a detailed, estimated Schedule for all phases of the project and Proposer's services including time for reviews and approvals. See Exhibit I **H** and Exhibit K **J**.

### d. Hourly Rate Schedule

- 1) Provide hourly rate fee schedules for your firm's office and each key consultant indicating the job classifications for the proposed staff for the intended project(s). Show duration of applicability of hourly rates.
- 2) Provide an estimated man-hours budget estimate for the proposed project(s), scope by position, broken out by project phase.

### e. References

- 1) Provide three (3) references for client projects which are similar to this project and who can attest to proposer's firm/team performance.
- 2) Provide name, contact mailing address and telephone number, with brief description of the project.
- 3) Provide references for at least two (2) completed projects; one project may be in progress.

### f. Litigation

- 1) Indicate if your firm was involved with any litigation in connection with your prior projects. If yes, briefly describe the nature of the litigation and the result.

### g. Exhibits/Attachments

- 1) Proposers shall include in their response submittal completed and signed documentation for all listed Exhibits, including any attachments required by the Exhibit. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in the County's sole discretion. The content and sequence for each required document shall be as follows:
  - (a) Exhibit A – Response Packet
  - (b) Exhibit B – County Insurance Requirements
  - (c) Exhibit C.1 – Professional Acknowledgement Form
  - (d) Exhibit C.2 - Standard Form 330
  - (e) Exhibit D – Debarment and Suspension Certification
  - (f) Exhibit E – The Iran Contracting Act (ICA) of 2010 Certification

## Construction Management Services for Santa Rita Jail Accessibility Retrofit Project

- (g) Exhibit F – First Source Agreement
  - (h) Exhibit G – SLEB Business Program New Certification Application (if applicable)
  - (i) Exhibit H – Scope of Services
  - (j) Exhibit I – Draft Agreement (include a copy, unsigned)
  - (k) Exhibit J – Project Proposed Phasing Plan & Schedule
3. The Cost Proposal ~~response~~ shall include the firm's proposed fee or offer to perform the scope of services as described in this RFQ/RFP, **and shall be submitted on the proposing firm's letterhead and shall be signed by authorized personnel.** The Cost Proposal shall be in a separate sealed envelope and shall be submitted only to the GSA County Contact. ~~in accordance with section G. Submittal of Proposals, and section I. Response Content/Submittals.~~ All Cost Proposals shall remain sealed. See section J. Evaluation Process and Criteria/Selection, Item 4.

### J. EVALUATION PROCESS AND CRITERIA/ SELECTION

1. Completeness Review: The County will perform a preliminary completeness review to identify any patently defective or non-responsive Proposals. Proposals not meeting the requirements of the RFQ/RFP will be considered non-responsive. County action on a defective or non-responsive Proposal may include refusal to evaluate the Proposal and elimination of the Proposer from the evaluation process.

The County reserves the right to take any action consistent with the requirements of this document, including without limitation, requesting additional information after receipt and opening of any Proposal and waiving any inconsequential Proposal defects. After the Completeness Review is performed, those proposals which are deemed "complete" will proceed to the Evaluation Process.

2. All contact during the evaluation phase shall be through the GSA County Contact only. Proposers shall neither contact nor lobby other County consultants, other County staff or officials, members of the County Evaluation Committee (CEC) during or after the evaluation process. Attempts by Proposer to contact and/or influence these persons may result in disqualification of Proposer. Routine and legitimate inquiries should go through the GSA County Contact.
3. The evaluation process is a two-step process. The first step is the technical evaluation of the written proposals received; the second step will be the oral presentations/interviews.

#### Step 1 – Proposal Technical Evaluation

Complete written proposals will be evaluated by a County Evaluation Committee (CEC) which may be composed of County staff and other parties that have expertise or experience in the professional services described herein. The evaluation of the proposals shall be within the sole judgment and discretion of the CEC. The CEC will evaluate each proposal to meeting the qualification requirements set forth in this RFQ/RFP. Proposers should bear in mind that any



## Construction Management Services for Santa Rita Jail Accessibility Retrofit Project

proposal that is unrealistic in terms of the technical, management or schedule commitments may be deemed reflective of an inherent lack of competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFQ/RFP.

After the highest ranked proposals are determined, the County intends to interview the five (5) highest ranked Proposers to present their proposals in an oral presentation/interview with the CEC. However, the County reserves the right to adjust the number of Proposers that will be invited to the oral presentations/interviews.

### Step 2 – Oral Presentations/Interviews

Immediately following the Step 1 - Proposal Technical Evaluation, the oral presentations/interviews step shall then proceed and be conducted by GSA with the CEC. The Proposers team in attendance at the interview shall include the prospective project team and/or partnering firms. The prospective Proposer's project manager shall lead the presentation. After the presentations, the CEC members will score the interviewed proposing firm in accordance with the Evaluation Criteria set forth in this RFQ/RFP. The scores by each CEC member will be totaled and averaged for a final score to arrive at a list of highest ranked Proposers. The success of the Proposers in the oral presentation/interviews with the CEC will determine the best qualified firm for award of the contract.

4. At the oral presentation/interview, each proposer shall submit, in a sealed envelope, their firm's Cost Proposal to perform the scope of services as described in this RFQ/RFP and in accordance with section I. Response Content/Submittals, Item 4 **3**. The Cost Proposal envelope shall be submitted and handed directly to the GSA County Contact prior to the firm's oral presentation/interview.
5. Following the oral presentation/interviews, the CEC shall determine the highest ranked proposer as the best qualified firm for the contract. The County will issue a Notice of Intent to Award (NOIA) to all proposers.
6. After the five (5) day Protest/Appeals period, GSA will then open the sealed Cost Proposal from the highest ranked proposer firm. The Cost Proposal will be the basis of the negotiation process between GSA and the highest ranked firm. Upon successful contract negotiations, GSA will recommend a contract be awarded. Should an agreement not be reached on a fair and reasonable fee with the highest ranked firm, the next highest ranked firm's sealed Cost Proposal shall be opened and negotiations shall commence. GSA shall return all unopened Cost Proposals in sealed envelopes to the remaining firms after the Board of Supervisors has awarded the contract.
7. Evaluation Criteria: Proposals will be evaluated according to Evaluation Criteria. Each of the following Evaluation Criteria below will be used in ranking and determining the quality of Proposer's proposals. Proposals will be evaluated according to each Evaluation Criteria as follows:

## Construction Management Services for Santa Rita Jail Accessibility Retrofit Project

0	Not Acceptable	Non-responsive, fails to meet RFQ/RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ/RFP specifications, terms, and conditions.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met per the RFQ/RFP specifications, terms, and conditions.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ/RFP specifications, terms, and conditions. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ/RFP specifications, terms, and conditions.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting the RFQ/RFP specifications, terms, and conditions.

## Construction Management Services for Santa Rita Jail Accessibility Retrofit Project

The Evaluation Criteria and their respective weights are as follows:

<b>EVALUATION CRITERIA</b>	
<p><b><u>Completeness of Response:</u></b> Responses to this RFQ/RFP must be complete. Responses that do not include the proposal content requirements identified within this RFQ/RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p> <p>To be considered complete, Proposers must include the complete and accurate documentation identified herein that they are certified small and local or emerging and local business or are partnering, joint venturing, or subcontracting with small and local or emerging and local business(es) that are certified at the time of response submittal. Proposals that do not meet the County Small and Emerging Locally Owned Business (SLEB) Program requirements, as described in this RFQ/RFP, will be considered incomplete.</p> <p>Proposal Responses that are rated a Fail and are not considered may be picked up at the delivery location within fourteen (14) calendar days after the contract award date.</p>	Pass/Fail
<p><b><u>References</u></b> Three (3) references for the lead firm on similar projects are provided.</p>	Pass/Fail
<p><b><u>Litigation History</u></b></p> <ul style="list-style-type: none"> <li>• Litigation history, if any, is described.</li> <li>• If judgment(s) against Proposer, appropriate explanation provided.</li> </ul>	Pass/Fail
<p><b><u>Project Management Reporting</u></b> Proposer provides a sample project monthly report with milestones and benchmarking information which will be evaluated in the Step 1 Proposal Technical Evaluation and presented by Proposer in Step 2 – Oral Presentations/Interviews. See I. Response Content/Submittals, 2.b.4.</p>	Pass/Fail
<p><b><u>Experience, Organization and Approach:</u></b> <b><u>The Experience and Organization of Proposer/Proposed Team (20 Points):</u></b></p> <ul style="list-style-type: none"> <li>• Proposes adequate and appropriate disciplines of project team.</li> <li>• Team has experience working on similar projects and has knowledge of the work necessary for the completion of the projects.</li> <li>• Some or all of team members (firms) have previously worked together on similar project(s).</li> <li>• Overall organization of the team is relevant to County needs.</li> </ul> <p><b><u>The Project Management and Construction Management Approach (20 Points):</u></b></p> <ul style="list-style-type: none"> <li>• Team is managed by an individual with appropriate experience in similar projects. This person's time and/or team members are appropriately committed to the projects.</li> </ul>	65 Points Total

## Construction Management Services for Santa Rita Jail Accessibility Retrofit Project

<ul style="list-style-type: none"> <li>• Team successfully addresses ability to provide depth and breadth of services described in Scope of Services.</li> <li>• Team approach corresponds to project requirements, including compliance with regulatory requirements, green building practices, and project management support.</li> <li>• Team Structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.</li> <li>• Proposer has a realistic plan that meets SLEB program requirements and provides detail of approach and partners.</li> </ul> <p><b><u>The Technical Background of Key Individuals on the Team (15 Points):</u></b></p> <ul style="list-style-type: none"> <li>• Proposed team members, as demonstrated by proposal resumes, have relevant technical, construction management, and/or project management support experience for their role in the project(s).</li> <li>• Key positions required to execute the project team's responsibilities are appropriately and adequately staffed.</li> <li>• Staff has appropriate licenses, registrations and certifications.</li> </ul> <p><b><u>Working Relationship with County/GSA (10 Points):</u></b></p> <ul style="list-style-type: none"> <li>• Team and its leader(s) have experience working in the public sector and knowledge of public sector procurement process.</li> <li>• Team leadership understands the nature of public sector work and its decision-making process.</li> <li>• Proposal responds to need to assist County/GSA during the project(s).</li> </ul>	
<p><b><u>Scope of Services to be Provided:</u></b></p> <p><b><u>Services to be Provided (10 Points):</u></b></p> <ul style="list-style-type: none"> <li>• Proposed scope of services are detailed and appropriate for all phases of the work.</li> <li>• Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule(s).</li> </ul> <p><b><u>Project Deliverables (10 Points):</u></b></p> <ul style="list-style-type: none"> <li>• Deliverables are appropriate to milestone schedule(s) and scope set forth in above requirements.</li> <li>• The schedules address all knowable phases of the project(s), in accordance with the requirements of this RFQ/RFP.</li> </ul> <p><b><u>Cost Control Budgeting Methodology (10 Points):</u></b></p> <ul style="list-style-type: none"> <li>• Proposer has a system or process for managing cost and budget.</li> <li>• Evidence of successful budget management for similar project(s).</li> </ul>	30 Points
<p><b><u>Fee Schedules and Man-hour Budget</u></b></p> <ul style="list-style-type: none"> <li>• Fee schedule(s) for each firm and for representative positions within each firm is provided for each key consultant/team member.</li> <li>• Proposer provides a man-hour budget displayed for the scope of work which represents the level of effort Proposer anticipated for the project.</li> </ul>	5 Points
<b><u>TOTAL</u></b>	<b><u>POINTS</u></b>

### K. NOTICE OF INTENT TO AWARD

1. Local Participation: Note that it is a requirement for award that all contracts such as this one include local (defined as Alameda County based) businesses to the maximum extent possible consistent with the nature of the services to be provided. The County

## **Construction Management Services for Santa Rita Jail Accessibility Retrofit Project**

Small Local and Emerging Business (SLEB) Program requires that to be awarded this contract the lead firm must be a SLEB or, if the lead firm is not a SLEB, the lead firm must partner with SLEBs to the maximum extent reasonable and possible, with a minimum of 20% SLEB participation required. Please note detailed provisions in the COUNTY PROVISIONS SECTION of this RFQ/RFP.

2. At the conclusion of the RFQ/RFP proposal response evaluation process (“Evaluation Process”), all Proposers will be notified in writing of the contract award recommendation. The document providing this notification is the Notice of Intent to Award. The Notice of Intent to Award will provide the following information:
  - a. The name of the proposer being recommended for contract award;
  - b. The names of all other proposers (with complete responses) evaluated; and,
  - c. In summary form, evaluation points for each proposer or firm.
3. At the conclusion of the RFQ/RFP response evaluation process (“Evaluation Process”) all bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation. The document providing this notification is the Notice of Intent to Award.
  - a. The Notice of Intent to Award will provide the following information:
    - 1) The name of the bidder being recommended for contract award; and
    - 2) The names of all other parties that submitted proposals.
  - b. At the conclusion of the RFQ/RFP response evaluation process and negotiations, debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror’s bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.
  - c. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

### **L. AWARD PROTEST/APPEALS PROCESS**

GSA-Procurement prides itself on the establishment of fair and competitive contracting procedures and the commitment made to following those procedures. The following is provided in the event that Proposers wish to protest the RFQ/RFP process or appeal the recommendation to award a contract for this project once the Notices of Intent to Award/Non-Award have been issued. Protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

1. Any protest by any Proposer regarding any other Proposal Response must be submitted in writing to the County’s GSA–Office of Acquisition Policy, ATTN: Contract Compliance Officer, located at 1401 Lakeside Drive, 10th Floor, Oakland, CA 94612, Fax: (510) 208-9720, before 5:00 p.m. of the FIFTH (5th) business day following the

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date of issuance of the Notice of Intent to Award, not the date received by the Proposer. A protest received after 5:00 p.m. is considered received as of the next business day.

- a. The protest must contain a complete statement of the reasons and facts for the protest.
  - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
  - c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
  - d. The County Agency/Department will notify all proposers of the protest as soon as possible.
2. Upon receipt of written protest, GSA–Office of Acquisition Policy, or designee, will review and evaluate the protest and issue a written decision. The GSA–Office of Acquisition Policy, may, at its discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Proposer and others (as appropriate) to discuss the protest. The decision on the protest will be issued at least ten (10) business days prior to the Board hearing or GSA award date.

The decision will be communicated by e-mail, fax, or US Postal Service mail, and will inform the Proposer whether or not the recommendation to the Board of Supervisors or GSA in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Proposers affected by the decision. As used in this paragraph, a Proposer is affected by the decision on a protest if a decision on the protest could have resulted in the Proposer not being the apparent successful Proposer on the Notice of Intent to Award.

- a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
3. The decision of the GSA-Office of Acquisition Policy on the protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Proposer whose award is the subject of the protest, all Proposers affected by the GSA-Office of Acquisition Policy's decision on the protest, and the protestor have the right to appeal if not satisfied with the GSA-Office of Acquisition Policy's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the GSA-Office of Acquisition Policy, not the date received by the Proposer. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the GSA-Office of Acquisition Policy shall not be considered under any circumstances by the GSA or the Auditor-Controller OCCR.

## **Construction Management Services for Santa Rita Jail Accessibility Retrofit Project**

- b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFQ/RFP process or, where appropriate, County contracting policies or other laws and regulations.
  - c. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the GSA-Office of Acquisition Policy. As such, a Proposer is prohibited from stating new grounds for a protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the GSA-Office of Acquisition Policy or department designee, and will determine whether to uphold or overturn the protest decision.
  - d. The Auditor's Office may overturn the results of a RFQ/RFP process for ethical violations by County staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive process, regardless of timing or the contents of a protest.
  - e. The decision of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCCR will be furnished to the protestor, the Proposer whose selection for award is the subject of the protest, and all Proposers affected by the decision.
4. The County will complete the protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisors or GSA.
- a. The procedures and time limits set forth in this paragraph are mandatory and are each Proposer's sole and exclusive remedy in the event of a Protest. A Proposer's failure to timely complete both the protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.

## **IV. TERMS AND CONDITIONS**

### **M. AWARD**

1. The County Evaluation/Selection Committee will recommend the Proposer or firm who attains the highest overall point score to GSA, and who submits to GSA an acceptable fee proposal upon request, and completes successful contract negotiations with GSA, will be recommended to the Board of Supervisors (Board) for contract award.



## **Construction Management Services for Santa Rita Jail Accessibility Retrofit Project**

2. The RFQ/RFP specifications, terms, conditions and Exhibits, RFQ/RFP Addenda and Proposer's or firm's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFQ/RFP.
3. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ/RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
4. Any proposals that contain false or misleading information may be disqualified by the County.
5. The County reserves the right to award to a single firm or multiple firms.
6. The County has the right to decline to award this contract or any part thereof for any reason.
7. The Proposer notified of award shall submit an acceptance of award letter and a signed contract agreement to GSA prior to Board approval.
8. Board approval to award a contract is required.
9. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.

### **N. METHOD OF CONTRACTING**

1. The County Evaluation/Selection Committee will recommend to GSA the Proposer firm who attains the highest overall point score from the Oral Presentations/Interviews, and who submits to GSA an acceptable fee proposal for the contract.
2. The nature of the CM services requested and the duration of all the project listed in this RFQ/RFP will require a multi-year contract.
3. A signed contract agreement by the County will be issued to the firm upon Board approval.
4. Agreement will be mailed.
5. The County will authorize the firm to begin work. The document providing this notification is the Notice to Proceed.
6. Payments will be issued only in the name of firm per the contract agreement.
7. Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

## **Construction Management Services for Santa Rita Jail Accessibility Retrofit Project**

### **O. COUNTY PROVISIONS**

#### **1. Small and Emerging Locally Owned Business Program:**

- a. Proposers must meet the County's Small and Emerging Locally Owned Business (SLEB) requirements in order to be considered for the contract award. See Exhibit A - Bidder Information and Acceptance, Item 5, for further information about the County's Small Local Emerging Business Program.
- b. For purposes of this proposal, applicable industries include, but are not limited to, the following NAICS Code(s): 236220 Commercial and Institutional Building Construction; 541350 Building Inspection Services; 541611 Administrative Management and General Management Consulting Services; 541618 Other Management Consulting Services; 541690 Other Scientific and Technical Consulting Services.
- c. See Exhibit A - Required Documentation and Submittals, Item 2(a) for SLEB requirements under this RFQ/RFP.

#### **2. Contract Compliance:**

- a. See Exhibit A - Bidder Information and Acceptance, Item 5, for further information about the County's Online Contract Compliance System.
- b. Compliance Information and Records: As needed and upon request, for the purposes of determining compliance with the SLEB Program, the Contractor shall provide the County with access to all records and documents that relate to SLEB participation and/or certification. Proprietary information will be safeguarded. All subcontractor submittals must be through the prime Contractor.

#### **3. First Source Program:**

- a. See Exhibit A - Bidder Information and Acceptance, Item 5, for further information about the County's First Source Program. See Exhibit F for form.

#### **4. Debarment/Suspension Policy:**

- a. See Exhibit A – Bidder Information and Acceptance, Item 5, for further information about the County's Debarment/Suspension Policy. See Exhibit D for form.

**END OF RFQ/RFP DOCUMENT**

**COUNTY OF ALAMEDA**  
**RFQ/RFP NO. 14030**  
**Construction Management Services for Santa Rita Jail Accessibility Retrofit Project**

**EXHIBIT A – RESPONSE PACKET**

**CONTAINS RESPONSE INFORMATION, SUBMITTAL REQUIREMENTS, ACCEPTANCE FORMS, AND OTHER FORMS.**

To: The County of Alameda

From: \_\_\_\_\_  
(Official Name of Bidder)

- **AS DESCRIBED IN SECTION E. RESPONSE FORMAT OF THIS RFQ/RFP, PROPOSERS ARE TO SUBMIT ONE ELECTRONIC COPY OF THE PROPOSAL IN PDF (with OCR preferred). THE ELECTRONIC COPY MUST HAVE ALL APPROPRIATE PAGES SIGNED.**
- **ALL PAGES OF THE RESPONSE PACKET (THIS EXHIBIT A) MUST BE SUBMITTED WITH THE PROPOSAL IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE PROPOSER MUST STILL BE SUBMITTED AS PART OF A COMPLETE RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED “N/A”.**
- **PROPOSERS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – BID RESPONSE PACKET OR ANY OTHER COUNTY-PROVIDED EXHIBIT OR DOCUMENT.**
- **ALL NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID.**
- **PROPOSER MUST QUOTE FEES FOR SERVICES AS SPECIFIED IN RFQ/RFP DOCUMENT.**
- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE PROPOSAL PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR PROPOSALS REJECTED IN TOTAL.**
- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFQ/RFP, INCLUDING THOSE TO THE COUNTY SLEB POLICY, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT A – RESPONSE PACKET IN ORDER FOR THE PROPOSAL RESPONSE TO BE CONSIDERED COMPLETE.**

**COUNTY OF ALAMEDA**  
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**Construction Management Services for Santa Rita Jail Accessibility Retrofit Project**

**EXHIBIT A - BIDDER INFORMATION AND ACCEPTANCE**

1. The undersigned declares that the Documents, including, without limitation, the RFQ/RFP, Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the services specified in accordance with the Specifications, Terms & Conditions of the Documents of **RFQ/RFP No. 14030 - Construction Management Services for Santa Rita Jail Accessibility Retrofit Project.**
3. The undersigned has reviewed the Documents and fully understands the requirements in this RFQ/RFP including, but not limited to, the requirements under the County Provisions, and that each Proposer who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Proposal, if accepted by the County, will be the basis for the Proposer to enter into a contract with the County in accordance with the intent of the RFQ/RFP Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda issued under this RFQ/RFP.
5. The undersigned agrees to the following County policies, terms, conditions, certifications, and requirements found on the County's website:
  - **Debarment / Suspension Policy**  
[\[http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm)
  - **Iran Contracting Act (ICA) of 2010**  
[\[http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm)
  - **General Environmental Requirements**  
[\[http://www.acgov.org/gsa/departments/purchasing/policy/envIRON.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/envIRON.htm)
  - **Small Local Emerging Business Program**  
[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)
  - **First Source**  
[\[http://acgov.org/auditor/sleb/sourceprogram.htm\]](http://acgov.org/auditor/sleb/sourceprogram.htm)
  - **Online Contract Compliance System**  
[\[http://acgov.org/auditor/sleb/elation.htm\]](http://acgov.org/auditor/sleb/elation.htm)
  - **General Requirements**  
[\[http://www.acgov.org/gsa/departments/purchasing/policy/genregs.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/genregs.htm)
  - **Proprietary and Confidential Information**  
[\[http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm)
6. The undersigned acknowledges that Proposer will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ/RFP and associated Documents.

**COUNTY OF ALAMEDA**

**RFQ/RFP NO. 14030**

**Construction Management Services for Santa Rita Jail Accessibility Retrofit Project**

7. It is the responsibility of each Proposer to be familiar with all of the Specifications, Terms and Conditions and, if applicable, the site condition. By the submission of a Proposal, the Proposer certifies that if awarded a contract they will make no claim against the County based upon ignorance of site conditions or misunderstanding of the Specifications, Terms and Conditions.
8. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
9. Insurance certificates are not required at the time of submission of proposal response. However, by signing Exhibit A – Response Packet, the Construction Contractor agrees to meet the minimum insurance requirements stated in the RFQ/RFP. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFQ/RFP.
10. The undersigned acknowledges **ONE** of the following (please check only one box):
- ☐ Proposer is not local to Alameda County; **OR**
- ☐ Proposer is a certified SLEB; (Proposer must check the first box and provide its SLEB Certification Number in the SLEB PARTNERING INFORMATION SHEET in this Exhibit); **OR**
- ☐ Proposer is LOCAL to Alameda County, and has attached the following documentation to this Exhibit:
- Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
  - Proof of six months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

**COUNTY OF ALAMEDA**  
**RFQ/RFP NO. 14030**  
**Construction Management Services for Santa Rita Jail Accessibility Retrofit Project**

Official Name of Proposer: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: \_\_\_\_\_

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**COUNTY OF ALAMEDA**  
**RFQ/RFP NO. 14030**  
**Construction Management Services for Santa Rita Jail Accessibility Retrofit Project**

**EXHIBIT A - REQUIRED DOCUMENTATION AND SUBMITTALS**

**All of the specific documentation listed below is required to be submitted with the Exhibit A - Response Packet in order for a proposal to be deemed complete. Proposers shall submit all documentation, in the order listed below, and clearly label each section with the appropriate title (i.e. Letter of Transmittal, Exhibits, etc.) and include it in the front of the Proposal, and include it with the PDF file.**

- ☐ 1. **Letter of Transmittal:** Proposal responses shall include a description of Proposer's capabilities and approach in providing its services to the County, and provide a brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the County. This synopsis should not exceed three pages in length and should be easily understood.
- 2. **Exhibit A – Response Packet.**
  - ☐ (a) **Proposer Information and Acceptance:**
    - (1) Every proposer must select one choice under Bidder Information and Acceptance, Item 10 of this Exhibit A and must fill out, submit a signed Exhibit A.
  - ☐ (b) **SLEB Partnering Information Sheet:**
    - (1) Every proposer must fill out and submit a signed SLEB Partnering Information Sheet, (found in this Exhibit A) indicating their SLEB certification status. If proposer is not certified, the name, identification information, and services to be provided by the named CERTIFIED SLEB partner(s) with whom the proposer will subcontract to meet the County SLEB participation requirement must be stated. Any CERTIFIED SLEB subcontractor(s) named, the Exhibit must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of submittal.
  - ☐ (c) **Exceptions, Clarifications, Amendments:**
    - (1) This shall include clarifications, exceptions and amendments, if any, to the RFQ/RFP and associated Documents, and shall be submitted with your response using the template form in this Exhibit A – Bid Response Packet.
    - (2) **THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY PROPOSER'S EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFQ/RFP DISQUALIFICATION.**
- ☐ 3. **For Proposal response documentation and submittal requirements, see Sections II. INSTRUCTIONS TO PROPOSERS in the RFQ/RFP Document.**



COUNTY OF ALAMEDA

RFQ/RFP NO. 14030

Construction Management Services for Santa Rita Jail Accessibility Retrofit Project

EXHIBIT A - SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING  
INFORMATION SHEET

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFPQ, all bidders must complete this form as required below.

Bidders not meeting the [definition of a SLEB](http://acgov.org/auditor/sleb/overview.htm) (<http://acgov.org/auditor/sleb/overview.htm>) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be considered for contract award. SLEB subcontractors must be independently owned and operated from the prime Construction Contractor with no employees of either entity working for the other. This form must be submitted for each business that bidders will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, bidders will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance (OCC).

County departments and the OCC will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys/>).

☐ BIDDER IS A CERTIFIED SLEB (sign at bottom of page)

SLEB BIDDER Business Name: \_\_\_\_\_

SLEB Certification #: \_\_\_\_\_ SLEB Certification Expiration Date: \_\_\_\_\_

NAICS Codes Included in Certification: \_\_\_\_\_

☐ BIDDER IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT \_\_\_\_% WITH THE SLEB NAMED BELOW  
FOR THE FOLLOWING GOODS/SERVICES: \_\_\_\_\_

SLEB Subcontractor Business Name: \_\_\_\_\_

SLEB Certification #: \_\_\_\_\_ SLEB Certification Expiration Date: \_\_\_\_\_

SLEB Certification Status: ☐ Small / ☐ Emerging

NAICS Codes Included in Certification: \_\_\_\_\_

SLEB Subcontractor Principal Name: \_\_\_\_\_

SLEB Subcontractor Principal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Upon award, prime Construction Contractor and all SLEB subcontractors that receive contracts as a result of this bid process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Bidder Printed Name/Title: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Bidder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Construction Management Services for Santa Rita Jail Accessibility Retrofit Project

## EXHIBIT A - EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

**Proposer Name:** \_\_\_\_\_

List below requests for clarifications, exceptions and amendments, if any, to the RFQ/RFP and associated Documents, and submit with your proposal response.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

[illegible]

\*Print additional pages as necessary

**COUNTY OF ALAMEDA**  
**RFQ/RFP NO. 14030**  
**Construction Management Services for Santa Rita Jail Accessibility Retrofit Project**

**EXHIBIT B - INSURANCE REQUIREMENTS**

Insurance certificates are not required at the time of submission; however, by signing the Exhibit A – Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFQ/RFP, prior to award. The Proposer’s insurance documentation must be provided to the County, prior to award, and shall include an insurance certificate and an additional insured certificate, naming the County of Alameda, and which shall meet the minimum insurance requirements, as stated in this Exhibit B – Insurance Requirements.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFQ/RFP:

**\*\*\* SEE NEXT PAGE FOR COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS \*\*\***

## EXHIBIT B

### 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	\$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>	<p><b><u>Endorsements and Conditions:</u></b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of 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>	

## COUNTY OF ALAMEDA

### RFQ/RFP NO. 14030

#### Construction Management Services for Santa Rita Jail Accessibility Retrofit Project

#### EXHIBIT C.1 – STATEMENT OF QUALIFICATIONS ACKNOWLEDGEMENT

The County of Alameda is soliciting proposals from qualified vendors to furnish its requirements per the specifications, terms and conditions contained in the above referenced RFQ/RFP. This Proposal Acknowledgement must be completed, signed by a responsible officer or employee, dated and submitted with the proposal response. Obligations assumed by such signature must be fulfilled.

- 1. Preparation of proposals:** (a) All proposal responses must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing proposal. No alterations or changes of any kind shall be permitted to Exhibits attached herein unless indicated otherwise in writing. Responses that do not comply shall be subject to rejection in total.
- 2. Failure to submit proposal:** If you are not submitting a proposal but want to remain on the mailing list and receive future proposals, complete, sign and return this Proposal Acknowledgement and state the reason you are not proposing.
- 3. Award:** (a) Unless otherwise specified by the proposer or the RFQ/RFP gives notice of an all-or-none award, the County may accept any item or group of items of any proposal. (b) Proposals are subject to acceptance at any time within thirty (30) days of opening, unless otherwise specified in the RFQ/RFP. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful proposer within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
- 4. Patent indemnity:** Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
- 5. California Government Code Section 4552:** In submitting a proposal to a public purchasing body, the proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer.
- 6. No guarantee or warranty:** The County of Alameda makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.

The undersigned acknowledges receipt of above referenced RFQ/RFP and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the vendor indicated below, in accordance with the specifications, terms and conditions of this RFQ/RFP Acknowledgement.

Firm:
Address:
State/Zip
What advertising source(s) made you aware of this RFQ/RFP?

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

Print Name Signed Above: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

**COUNTY OF ALAMEDA**  
**RFQ/RFP NO. 14030**  
**Construction Management Services for Santa Rita Jail Accessibility Retrofit Project**

**EXHIBIT C.2 – PROFESSIONAL SERVICES QUESTIONNAIRE:**  
**STANDARD FORM 330 (SF330)**

**\*\*\* SEE SEPARATE FILLABLE FORM PDF DOCUMENT POSTED WITH RFQ/RFP DOCUMENTS\*\*\***

**COUNTY OF ALAMEDA**  
**RFQ/RFP NO. 14030**  
**Construction Management Services for Santa Rita Jail Accessibility Retrofit Project**

**EXHIBIT D**

**DEBARMENT AND SUSPENSION CERTIFICATION**  
**For Procurements Over \$25,000**

The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its Principal, and any named and unnamed subcontractor:

- 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 necessarily 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.

BIDDER: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**COUNTY OF ALAMEDA**  
**RFQ/RFP NO. 14030**  
**Construction Management (CM) Services for Santa Rita Jail Accessibility Retrofit Project**

**EXHIBIT E**

**The Iran Contracting Act (ICA) of 2010**

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception:

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

NAME: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



**COUNTY OF ALAMEDA**  
**RFQ/RFP NO. 14030**  
**Construction Management Services for Santa Rita Jail Accessibility Retrofit Project**

**EXHIBIT F**

**ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT**  
**VENDOR INFORMATION**

ALCOLINK Vendor Number (if known): 00000

SLEB Vendor Number:

Full Legal Name:

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

☐ Other \_\_\_\_\_

Federal Tax ID Number (required): \_\_\_\_\_

P.O. Box/Street Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vendor Contact's Name: \_\_\_\_\_

Vendor Contact's Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Vendor Contact's E-mail address: \_\_\_\_\_

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

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

Number of entry level positions available through the life of the contract: \_\_\_\_\_

Number of other positions available through the life of the contact: \_\_\_\_\_

This information to be completed by County:

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

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

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

**COUNTY OF ALAMEDA**  
**RFQ/RFP NO. 14030**  
**Construction Management Services for Santa Rita Jail Accessibility Retrofit Project**

**EXHIBIT F**

**ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT**  
**VENDOR INFORMATION**

**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.

---

(Company Name)

---

(Vendor Signature)

---

(Date)

---

(East Bay Works / One-Stop Representative Signature)

---

(Date)

Justification for Non-Compliance:

---

---

COUNTY OF ALAMEDA

RFQ/RFP NO. 14030

Construction Management Services for Santa Rita Jail Accessibility Retrofit Project

EXHIBIT G



COUNTY OF ALAMEDA  
SMALL, LOCAL AND EMERGING BUSINESS PROGRAM  
SLEB CERTIFICATION INSTRUCTIONS

**1. Complete the Application Form**

*3 Easy Steps*

Program Definitions

**Local Business:** A business having a fixed office with a street address in Alameda County for a minimum period of 6 months and a valid business license issued by the County or a City within Alameda County

**Small Business:** A business which has been certified by the County as local and meets the U.S. Business Administration (SBA) size standards for its classification. Size standards and classification codes information available at <http://www.naics.com/search.htm>

**Emerging Business:** A business which has been certified by the County as local and meet less than one half of the U.S. SBA size standards for its classification and has been in business less than 5 years.

If you own less than 51% interest in your business, please indicate other owner(s) name(s), title(s) and percentage of ownership. List all current business and professional licenses. If you have been in business for less than three years, please provide your actual gross receipts received for the period that you have been in business. If you have not been in business for a complete tax year, please provide actual gross receipts to date. If any item on the application form is not applicable, please put "N/A" in the designated area. If additional space is needed, please attach additional sheet(s).

**2. Please sign\* and mail Application to:**

Alameda County Auditor-Controller Agency  
Office of Contract Compliance  
1221 Oak Street, Room 249  
Oakland, CA 94612

\*The application form must be signed by the owner, principal partner or authorized officer of the corporation. We will contact you within 10 days to schedule a site visit upon receipt of your application.

**3. On-site Visit**

The following items must be available for our review during the visit to your business address:

- ☐ Signed Federal Tax Returns showing Gross Business Receipts for the last 3 years\*\*
- ☐ Business Licenses
- ☐ Current Identification (i.e. Driver's License, Identification Card)
- ☐ Deed, Rental or Lease Agreement showing Business Address

\*\*Personal Net Worth Statement (if the business has never filed taxes)

If you have questions regarding your certification, please contact:

Office of Contract Compliance Tel: (510) 891-5500 Fax: 510-272-6502 or Email: [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org)

*Thank you for your interest in doing business with Alameda County.*

# East Bay Interagency Alliance (EBIA)

## COMMON APPLICATION for LOCAL CERTIFICATION

Alameda County – Alameda County Transportation Commission – City of Oakland – Port of Oakland

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

Check Certifying Agency and click link to download Supplemental:

- ☐ Alameda County – No supplemental required
- ☐ Alameda County Transportation Commission – Complete [Supplemental B](#)
- ☐ City of Oakland – Complete [Supplemental C](#)
- ☐ Port of Oakland – Complete [Supplemental D](#)
- ☐ All the above

**The Common Application is a sharing of information between agencies and NOT a reciprocal certification.**

### 1) Contact Information

Legal Name of Entity		Contact Person (Name & Title)	
Street Address of Entity (No P.O. Box)			
City		State	Zip Code
County			
Telephone ( )	Fax # ( )	Cell# ( )	
Email Address		Web Site	

### 2) Company Profile

Primary Service undertaken/offered:		Specialty Service undertaken/offered:	
Date Entity was established (mm/dd/yr)	Does the entity have one or more additional offices outside the city of Oakland, CA? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, list other location(s)		Date Oakland office was established (mm/dd/yr)
Method of Acquisition	<input type="checkbox"/> New <input type="checkbox"/> Merger or consolidation	<input type="checkbox"/> Purchased existing <input type="checkbox"/> Inherited	<input type="checkbox"/> Secured concession <input type="checkbox"/> Other (explain)
Federal ID Number:			
Has this entity operated under a different name during the past five years? <input type="checkbox"/>			
Type of Firm <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Publicly traded entity <input type="checkbox"/> Non-Profit or Church <input type="checkbox"/> Other _____		Ethnicity Group of owners(s) that own greater than 50% of the business. (for tracking purposes only) <input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Asian Pacific /Hawaiian <input type="checkbox"/> Asian Indian <input type="checkbox"/> Caucasian <input type="checkbox"/> Filipino <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Multi ethnic ownership <input type="checkbox"/> Multi ethnic minority ownership <input type="checkbox"/> Other _____	
Gross Receipts for the last three recent fiscal years: Please attach copies of appropriate tax returns: (e.g. Form 990, Form 1040, Form 1120, etc.)		Gender (for tracking purposes only) <input type="checkbox"/> Male <input type="checkbox"/> Female	
Year Ended _____ Year Ended _____ Year Ended _____		Total Receipts \$ _____ Total Receipts \$ _____ Total Receipts \$ _____	

**2) Company Profile:** (Continue)

Number of Employees at the local office Permanent Full time ____  Permanent Part time ____	Temporary Full Time ____ Temporary Part Time ____	Seasonal Full Time ____ Seasonal Part Time ____
TOTAL Number of Employees at all locations. Permanent Full time ____ Permanent Part time ____	Temporary Full Time ____ Temporary Part Time ____	Seasonal Full Time ____ Seasonal Part Time ____

**3) Certifications:**

Name of Issuing Authority	Type	Number	Expiration Date
City / County Business Tax Certificate			
Internal Revenue Service (required) – If your firm is a Non-Profit, submit the Letter of Determination of Not For Profit Status.			
State of CA /CUCP Certification for DBE/ACDBE firm			
State of CA /SBA Certification for Small firm			
Other Certification			
Other Certification			
Other Certification			

**4) Professional Licenses, Permits and/or Certificates** (e.g. Construction Contractor, architect, engineer, etc. – list all that apply - attach copies. List on a separate page if additional space is needed)

Name of Issuing Authority	Type	Number	Expiration Date
State of CA Construction Contractor's License Board – Construction Contractor's License:			
State of CA Professional Service License or Permit:			
State of CA Service Provider License or Permit:			
Other:			
Other:			

**5) NAICS Codes:** Please review the NAICS<sup>1</sup> listing of work codes and indicate below your areas of expertise ranked in order of importance (begin with primary and specialty areas as indicated in the Company Profile section) NAICS Codes can be found at: <http://www.naics.com/search.htm> & <http://www.census.gov/epcd/naics02/>. Add separate sheet for additional NAICS codes if needed.

NAICS Code	Description of Work

**6) Additional Information:**

Are you a Trucking Firm? ☐ Yes ☐ No    Are you a Truck Broker? ☐ Yes ☐ No    Both? ☐ Yes ☐ No  
 A supplier? ☐ Yes ☐ No

**7) When submitting this application to any of the checked Certification Taskforce members, I consent to the sharing of information contained herein and declare under penalty of perjury that statements in this application are true and correct.**

☐ Yes ☐ No

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

<sup>1</sup> North American Industry Classification System – [www.naics.com](http://www.naics.com)

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**EXHIBIT H – SCOPE OF SERVICES**

The Construction Management (CM) services consulting firm shall provide the generally described services as indicated for the phases of the Project.

The following defines the scope of services and description of effort which the consulting firm will be responsible for to the County under this contract.

This is a Design-Bid-Build project delivery method.

NOTE: For additional abbreviations refer to D. GLOSSARY OF TERMS AND ACRONYMS.

1. GENERAL REQUIREMENTS

<b>1.1 Consultant will provide the following for the Project:</b>
1.2 Consultant shall provide adequate personnel, facilities and equipment and supplies to perform the services defined herein. Consultant shall include these associated costs in staff fees (e.g. loaded staff costs). County shall not pay or reimburse Consultant for office space, office supplies, computers, or any office function/administration overhead costs.
1.2.1 County shall provide space/area on the project site. County shall, through its Construction Contractor, provide one office with two stations for use by the CM team. County shall also provide space for project meetings on site. All other CM staff are to be housed/located off site.
1.3 Consultant shall engage all appropriate specialty subconsultants necessary for proper completion of Consultant's services described herein.
1.4 Consultant shall assist the County with management of contracts with the Architect as Architect of Record (AOR), Construction Contractor, or other consultants or entities required to obtain an integrated and functioning project.
1.5 As applicable for this project: Consultant shall fully coordinate its services with the services of AOR, Construction Contractor, County, and County consultants/contractors involved in completing the project. Consultant is not required to duplicate the services of AOR, Construction Contractor, other County contractors, or other County consultants.

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2. PROGRAM/PROJECT SUPPORT SERVICES

<b><u>2.1 Management Systems and Controls</u></b>
2.1.1 Consultant shall in consultation with the County and according to County approved policies, procedures, and standards, implement procedures, forms and reporting requirements for the project. A communication protocol shall be established for the project that allows for decision making at appropriate levels of responsibility and accountability.
2.1.2 Consultant shall develop and implement management controls systems to support such functions as planning, organizing, scheduling, budgeting, reporting progress and identifying and documenting problems and solutions for the Project.
2.1.3 Meetings: Consultant shall participate in GSA Project Management Team Meetings, and Construction Management Team Meetings conducted by the County and attended by principal representatives of the County, and others, at a frequency that County deems necessary. Consultant may be required to maintain and distribute written minutes of the meeting(s) within five (5) calendar days of each meeting. Consultant shall attend and manage weekly or by-weekly meetings with GSA Project Management staff, users and applicable other project consultants as required, and shall prepare agendas, maintain records and distribute minutes of such meetings. Attend Board of Supervisors and/Board Committee meetings as directed.
2.1.4 Permits and Regulatory Requirements: Consultant to coordinate and attend meetings with County staff, governmental agencies and other consultants as necessary to perform Consultant's scope of services. This includes assisting the County in obtaining any necessary permits for Project, and managing the permits and utilities service agreements/connections process. At the County's request, assist the County, and its AOR, Construction Contractor, or consultants/contractors with procurement of permits and approvals from authorities having jurisdiction over the project(s).
<b><u>2.2 Scheduling</u></b>
2.2.1 Develop with County, update and maintain County's Master/Project Schedule, in coordination with AOR, other County Construction Contractors, or other County consultants/contractors, to include milestones and activities determined for the project(s).
2.2.2 Monitor schedule of development of the AOR, Construction Contractor or other County contractors/consultants for conformance with Master/Project Schedule milestone dates.
2.2.3 As necessary, advise County on methods to adjust progress to meet Master/Project Schedule milestone dates including recommendations to adjust the schedule to be consistent with current conditions.
<b><u>2.3 Project Cost Reporting and Budget Coordination</u></b>
2.3.1 At County's request, review AOR, Construction Contractor, other County contractors or consultant's invoices and provide recommendations for payment to the County.
2.3.2 Review with County monthly or quarterly cost reporting of forecasted expenditures for the project.
2.3.3 Provide the County with a monthly written report, in a format acceptable to the County, of the general status, problems, concerns, and progress including, but not limited to, Project Description, Executive Summary, Program/Project Status Summary, Program/Project Budget/Cost, Program/Project Schedule, Project Summaries, Support Information (as

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appropriate such as project tracking logs), Agency/Staff Updates, Communications of Significance, Outreach/Procurement Reports.
<b>2.4 County Green Building Requirements</b> 2.4.1 See 5. Construction Phase, for Construction Waste Management.
<b>2.5 Building Information Modeling</b> <b>NO PROJECT REQUIREMENTS</b>
<b>2.6 Outreach/Procurement Management</b> 2.6.4 Coordinate with the GSA PM the resolution of potential Elation utilization issues by the Construction Contractor with County through the weekly construction meetings. County will run a monthly Elation report to determine if the Construction contractor is in compliance with the County's Enhanced Construction Outreach Program (ECOP) for the Project.
<b>2.7 Labor Compliance</b> 2.7.1 Work with GSA PM to ensure submission of Certified Payroll Records (CPR) compliance requirements, Labor Compliance Program (LCP) and the County's Project Stabilization Community Benefit Agreement (PSCBA) requirements and reporting processes for the Project through the weekly construction meetings. The LCP shall fully satisfy all labor requirements for construction projects under the California Public Contract Code and the California Labor Code (e.g. Sections 1771.5, 1776 and 1777.5), and the applicable Department of Industrial Relations regulations in the California Code of Regulations.

### 3. CONSTRUCTION PHASE

<b>3.1 Construction Management</b> 3.1.1 Unless County directs otherwise, Consultant shall perform all administrative and management functions assigned to County in the Construction Contract for the Project, and shall use its best efforts to enforce all Construction Contract requirements including, but not limited to, scheduling, claims submission, warranties, and contract close out requirements, and shall do so consistent with the latest approved budget and Master/Project Schedule. Consultant services include, but are not limited to, the following: 3.1.1.1 Provide overall management control and coordination of all the parties involved in the construction phase including, but not limited to Construction Contractor, County's material, equipment or furniture suppliers/vendors, inspection and/or quality control consultants. Provide overall coordination of state and local authorities. 3.1.1.2 Prepare and process letters, paperwork and other related elements for the administration of the project. 3.1.1.3 Maintain construction files to properly organize and keep all necessary project documents. 3.1.1.4 Maintain at the project site a current copy of approved documents including but not limited to: drawings and all such related documents to County. Construction Contractor to prepare "Record Drawings" and "As-Built" documents. 3.1.1.5 Monitor whether Construction contract requirements are being fulfilled and recommend courses of action to the County when Construction Contractor fails to fulfill contractual requirements. 3.1.1.6 Assist County with the management and coordination of all pertinent County departments related to the execution of the project. 3.1.1.7 Coordinate Construction Contractor access to the work by County's personnel
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for job site visits.
3.1.1.8 In coordination with Construction Contractor, document pre-construction conditions of the site and adjacent improvements through photographs, and Consultant shall advise if other measures are reasonably necessary.
3.1.1.9 Monitor Construction Contractor's compliance with County's Construction Waste Management requirements.
<b><u>3.2 Meetings and Conferences</u></b>
3.2.1 Consultant shall coordinate the pre-construction conferences, weekly coordination meetings and other meetings as necessary with the Construction Contractor and its sub-contractors, and County representatives to discuss procedures, progress, problems, scheduling, quality and other appropriate matters. Prepare agendas for each meeting; take minutes of each meeting, indicating actions items and responsible parties, transcribe, and distribute copies to all participants for meetings led by Consultant.
3.2.2 Consultant shall schedule, coordinate and participate in meetings and conferences with County, its departments and consultants, County affiliated groups, government agencies, and private groups as required by the County during the administration of the Construction contract and provide action minutes from these sessions when appropriate.
3.2.3 As required by County, all Consultant personnel assigned to the project shall have cellular/mobile telephones sufficient to permit 24 hour a day access for response to emergency situations that may arise. Cost of such cellular/mobile telephones or pagers is not an allowable reimbursable expense.
<b><u>3.3 Shop Drawings and Submittals</u></b>
3.3.1 Consultant shall coordinate the submittal review process required in the Construction contract. Consultant shall maintain records of required submittals, dates and actions taken, and shall notify any party in writing who is delaying any submittal in process.
3.3.2 Consultant shall coordinate the submittal review process with AOR. Consultant shall maintain records of AOR submittal reviews, dates and actions taken, and shall notify AOR and County in writing if AOR review is delaying any submittal in process.
3.3.3 Consultant shall coordinate the submittal review process with regulatory agencies with jurisdiction. Consultant shall maintain records of regulatory agency submittal reviews, dates and actions taken, and shall notify County in writing if regulatory agency review is delaying any submittal in process.
<b><u>3.4 Scheduling</u></b>
3.4.1 Receive, forward to County and review the Construction Contractor's schedule of submittals. Consultant shall review Construction Contractor's schedule(s) for conformity with contract requirements and conformity with the Master/Project Schedule and make recommendations regarding acceptance. Where Construction Contractor's schedule(s) do not conform, Consultant will take appropriate measures to secure compliance, subject to County approval. However, Consultant's review shall not dictate Construction Contractor's means and/or methods of performance.
3.4.2 Recommend to County schedule adjustments and actions to be taken by County in case of changed or unexpected conditions, or otherwise as necessary to maintain schedule or mitigate delays.
3.4.3 Receive and review the Construction Contractor's weekly Look Ahead Schedule submittals and compare progress against latest accepted schedule update.
3.4.4 Incorporate Construction Contractor's schedule updates and revisions into the Master/Project Schedule when appropriate.
<b><u>3.5 Proposed Change Order/Change Orders</u></b>

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3.5.1	Assist County in developing and managing the owner-initiated change order process for project(s).
3.5.2	Recommend to County the issuance of Requests for Change Order Proposals to Construction Contractor whenever it appears necessary. Prepare and issue Requests for Change Order Proposal upon concurrence from County.
3.5.3	Upon receipt of a Change Order Proposals from Construction Contractor, conduct negotiations with Construction Contractor and provide County with written recommendations on acceptance, rejection, price, time, and any other appropriate decision and/or action, with reasonable supporting documentation including, where appropriate, schedule analysis, calculations, takeoffs, etc.
3.5.4	Maintain a Proposed Change Order Log for the Project and implement procedures to expedite processing of Proposed Change Orders.
3.5.5	With County concurrence, the Consultant may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The Consultant shall provide to the County copies of these authorizations. As applicable, such County authorizations will have concurrence of AOR and/or County client/agency.
3.5.6	Monitor the review of change orders by regulatory agencies having jurisdiction. Log Construction Contractor submittals to regulatory agencies and any subsequent actions. Consultant shall notify County if regulatory agency review is impacting the critical path of the project.
3.5.7	Consultant shall review, in consultation with County and its County Counsel, all Construction Contractor claims and recommend to County in writing a course of action including acceptance, rejection, price, time, or other appropriate decision or response. Initial schedule analysis, calculations and takeoffs shall be basic services if performed during construction. More detailed schedule analysis, calculations and takeoffs performed under this Section shall be compensated as extra service.
<b>3.6 Quality Assurance</b>	
3.6.1	In conjunction with the Inspection Consultant, Materials Testing Consultant, Environmental Consultant, and other technical experts with quality assurance scope, Consultant shall implement a quality assurance program to monitor work of the Construction Contractor to determine that the work is being performed in accordance with the requirements of the respective Contract Documents. As appropriate, with assistance of AOR and Engineers of Record, the Inspection Consultant, Material Testing Consultant, Environmental Consultant, and quality assurance consultants, make recommendations to County regarding special inspection or testing of work that is not in accordance with the provisions of the Contract Documents.
3.6.2	To guard County against defects in the work of the Construction Contractor, Consultant shall establish and implement a quality assurance program to monitor the quality and workmanship of construction for conformity with:
3.6.2.1	The Contract Documents;
3.6.2.2	Applicable Regulatory Requirements, laws, rules, and ordinances; and;
3.6.2.3	Accepted industry standards.
3.6.2.4	Where the work of Construction Contractor does not conform as set forth above, Consultant shall:
3.6.2.4.1	Notify the County of any non-conforming work observed by the Consultant;

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#### **Construction Management Services for Santa Rita Jail Accessibility Retrofit Project**

3.6.2.4.2	Maintain list of observed defects and omissions on the Project and provide a copy of the list to the County and the Construction Contractor monthly, or more often as needed;
3.6.2.4.3	With County concurrence, Consultant shall take action(s) necessary to compel the Construction Contractor to correct non-conforming work including recommendation for County issuance of Stop Work Notice when necessary.
3.6.3	Maintain copies of Inspection Consultant, Materials Testing Consultant, Environmental Consultant, and other quality control consultants' daily inspection reports, daily logs and other documentation of inspections as available.
3.6.4	Consultant shall facilitate coordination of all Construction Contractor start up, testing and training activities with County whenever arising, whether at contract close out or during contract performance.
<b><u>3.7 FM or BSCC Coordination</u></b>	
3.7.1	Verify Construction Contractor's compliance with FM and/or BSCC approved Testing, Inspection and Observation (TIO) program developed by AOR and Engineers of Record. Coordinate the submittal of Verified Compliance Reports by Inspection Consultant and Materials Testing Consultants.
3.7.2	Verify that all change orders requiring FM or BSCC review or approval have been submitted and approved.
3.7.3	Log, monitor and verify that all non-conforming work has been corrected and accepted by the Inspection Consultant.
3.7.4	Verify that all FM or BSCC paperwork has been finalized and submitted to respective agency.
<b><u>3.8 Regulatory Agency Coordination</u></b>	
3.8.1	Verify project construction adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency (EPA), Cal/EPA, the California Environmental Quality Act ("CEQA"), Air Quality Management County and State of California and Regional Water Quality Control Board laws, regulations and rules. Consultant shall verify that Construction Contractor and its sub-contractors comply with any requirements applicable to the Project. The Consultant's verifications as provided herein are advisory only to the County. The Construction Contractor is not a third party beneficiary of the Consultant's work described in this paragraph and the Construction Contractor shall remain solely responsible for its construction means and methods for the adherence with regulatory agency requirements.
<b><u>3.9 Environment of Care</u></b>	
3.9.1	Safety Programs. Verify that safety programs are developed and submitted by the Construction Contractor as required by contract. Neither Consultant nor County shall be responsible for or have any liability for Construction Contractor's failure to provide, comply with, or enforce said safety programs.
3.9.2	Environment of Care and Methods of Procedure. Confirm Construction Contractor's compliance with contract environment of care requirements. Facilitate Construction Contractor's development and coordination of a Method of Procedure (MOP), and required High Level Security processes and procedures with the County.
<b><u>3.10 Public Safety</u></b>	
3.10.1	Consultant shall verify that all Project participants develop and implement project specific safety programs that include: precautions, plans and safety measures specifically directed towards public safety and precluding public access to construction site or public exposure to construction hazardous conditions.

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#### Construction Management Services for Santa Rita Jail Accessibility Retrofit Project

3.10.2	Consultant shall provide a 24-hour community hotline throughout the duration of construction activity when it is taking place to receive complaints from neighbors and/or building staff. Consultant is to receive, track and facilitate appropriate resolution with County.
3.10.3	Consultant to maintain CM team's current IIPP forms/documentation required under OSHA for all of its staff and subconsultant firms and for GSA staff working on site.
<b>3.11</b>	<b><u>Reporting</u></b>
3.11.1	Record the progress of work on the project throughout the project duration when construction activity is taking place; prepare daily reports for the project containing a record of weather, construction contractors present, major equipment, work accomplished, problems encountered, and other relevant data.
3.11.2	Provide County with a photographic record of progress on the project, problem areas, work involved in disputes, changed or nonconforming work, and other work items or areas of work which need an enhanced or visual means of recording to provide a full and complete record.
3.11.3	Provide County with a Weekly Construction Impact Report for the project which includes a summary of construction activities with potential impact to facility operations and personnel in a format acceptable to the County.

#### 4. PROJECT COMPLETION

4.1	At the conclusion of all corrective actions of all Punchlist items, and in coordination with the Inspection Consultant, make a final comprehensive review of the project, prepare a report to County which will indicate whether Consultant finds the work performed acceptable under the Contract Documents, and make recommendations to County about issuance of Notice of Completion to the Construction Contractor, to prepare/process the final payment.
4.2	Consultant shall participant in documentation tracking, transmission to the County and deliver all keys, manuals, record drawings and maintenance stock in a timely manner.
4.3	Consultant will obtain Maintenance and Operation Manuals, Keys, Warranties and other closeout submittals from the Construction Contractor and transmit them to GSA Project Manager or GSA's Maintenance Personnel in a timely manner.
4.4	At the conclusion of the construction projects and program, Consultant shall provide County a Final Project Report, which will include final cost of the project and explanation of any deviations from originally estimated costs; summary of the scheduled and actual completion dates and reasons for variations.
4.5	In addition to the Final Project Report, as requested by County, Consultant will assist County in preparing final project accountings and close out reports for all above indicated report systems.
<b>4.6</b>	<b><u>Punchlist</u></b>
4.6.1	Following Construction Contractor's written notice of Substantial Completion, Consultant shall, in consultation with the project IOR and County, facilitate the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") The Consultant shall provide this list to the Construction Contractor. The Consultant shall monitor Construction Contractor's performance and completion of punch list work. The Consultant shall review, with the County, the completed punch list work. The Consultant shall verify, with input from the County, the completed punch list work complies with applicable provisions of the

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Construction contract.
<b><u>4.7 FM, BSCC (or other AHJs) Close-Out Coordination</u></b>
4.7.1 Facilitate the Construction Contractors close-out of applicable FM, BSCC, or other agencies having jurisdiction for the approved/permitted project to have completed documentation for project closeout. Include the following:
4.7.1.1 Coordinate the submittal of Final Verified Reports by Inspection Consultant, Materials Testing Consultant, and Environmental Consultant.
4.7.1.2 Verify that all change orders requiring agency approval have been submitted and approved.
4.7.1.3 Verify that all non-conforming work has been corrected and accepted by the IOR or other applicable Inspection Consultant(s).
4.7.1.4 Verify that all agency paperwork has been finalized and submitted to respective DSA, FM (or County/City Fire Marshall having jurisdiction and/or BSCC agencies).
<b><u>4.8 Inspector of Record Close-out Coordination</u></b>
4.8.1 As applicable, facilitate the Construction Contractor's close-out of project with the County's Inspector of Record, the following:
4.8.1.1 Coordinate the submittal of Final Verified Reports by Inspection Consultant, Materials Testing Consultant, Environmental Consultant, or other consultants or entities as required for final inspection and occupancy.
4.8.1.2 Verify that all non-conforming work has been corrected and accepted by the IOR or other applicable Inspection Consultant(s).
4.8.1.3 Verify that all IOR paperwork has been finalized and submitted to the County.
<b><u>4.9 Occupancy/Move-In after Construction</u></b>
4.9.1 Assist County in obtaining all necessary permits and licensing including Occupancy or Operating Permits and final approvals from public and private authorities with jurisdiction. This task may encompass accompanying governmental officials (for example: Fire Marshal, Licensing Authorities, etc.) during inspections of the Project, assisting and preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.
4.9.2 The Consultant shall observe, with County's Maintenance personnel, the Construction Contractor and its subcontractors check-outs of utilities, operational systems and equipment, and start-up and testing. The Consultant shall maintain records of start-up and testing as provided by the Construction Contractor, notify County of compliance with applicable provisions of the contract that all work has been performed and accepted, and that all systems are complete and operative.
4.9.3 Assist County and its consultants with transition planning and move-in activities pertaining to construction.
<b><u>4.10 Facility Systems Training, Orientation &amp; Education</u></b>
4.10.1 Coordinate the facilities systems training efforts for orientation and education of building maintenance personnel and occupant users, as applicable.
4.10.2 Coordinate orientation to building and systems with local or state FM.

#### 5. FINAL DOCUMENTS

5.1 Consultant shall review and monitor as built drawings, maintenance and operations manuals, and other closeout documents to verify required County upon completion of the Project and
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ensure all such plans and documents are well organized for any appropriate audit or review of the project.

**6. WARRANTY**

6.1 Consultant shall develop and implement a Warranty Inspection and Warranty Work procedures that Construction Contractor and its subcontractors are to follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection nine (9) months after project completion date to inspect the project and identify any outstanding warranty work.

6.2 Consultant shall initiate a system to identify all warranty items, length of warranty periods, names and addresses of contact personnel. Assist County with establishment of procedures for County tracking of Construction Contractor provided maintenance during the warranty period.

6.3 Consultant shall participate in initial implementation of the project warranty period(s) for the management of any warranty compliance measures, call backs, and/or conformance requirements.

**7. DELIVERABLES AND COMPLETION REQUIREMENTS**

**7.1 Consultant Deliverables for Project Completion:**

7.1.1 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 to Project requirements and 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).

**END OF EXHIBIT H**

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**EXHIBIT I**

**DRAFT PROFESSIONAL SERVICES AGREEMENT**

(FOLLOWS)

***DRAFT***

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
COUNTY OF ALAMEDA**

**[PROJECT NAME, #####]**

***(VERSION B)***

***(NOTE TO DRAFTERS, 02/07/2015:  
THIS CONTRACT FORM IS TO BE USED FOR PROFESSIONAL SERVICES  
PROVIDED BY ENTITIES DEFINED OTHER THAN ARCHITECTURAL,  
ENGINEERING, LAND SURVEYING, ENVIRONMENTAL  
(e.g. CONSTRUCTION MANAGEMENT, COST ESTIMATING, FF&E, etc.)***

**With**

**[FIRM NAME]**

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

**County of Alameda**



**COUNTY OF ALAMEDA****AGREEMENT BETWEEN THE COUNTY OF ALAMEDA AND****[FIRM NAME]**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2014, in the City of Oakland, State of California, by and between [FIRM NAME AND ADDRESS], 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," and "C," attached hereto.

**Consultant** [FIRM NAME]

**County** County of Alameda.

**Project** The County's [PROJECT NAME] project 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, construction management, coordination and administrative services.

**Subconsultants** Consultant's consultants, subconsultants, contractors and subcontractors, of any tier.

**2 Term of Agreement**

All work comprising the Services shall be deemed performed under this Agreement. This Agreement shall conclude upon the completion of the Project.

**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 a 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 nonexcusable 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 the essence in the performance of this Agreement.

#### **4 Compensation**

- 4.1 County shall pay Consultant compensation according to the Compensation Schedule established in Appendix "B," Payment 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 in 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 an 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 26.3 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 and approved by the County's General Services Agency Director 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 [NAME OF PRINCIPAL], [FIRM NAME AND ADDRESS]; and Consultant shall direct all communications to County through [GSA-TSD PROJECT MANAGER].
- 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 the assignment of personnel, but all personnel, including those assigned at County's request, and shall be supervised by Consultant.
- 6.3 Consultant agrees that all professional personnel assigned to the Project will be listed in its proposal, Exhibit 1 to 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 the 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 the time such licenses and/or permits are required. The consultant also represents that it has extensive knowledge of all applicable building codes, laws, regulations, and ordinances.
- 7.3 Consultant represents that it and its subconsultants have specialized expertise in architectural or 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 architectural or 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 To the fullest extent permitted by law, Consultant shall defend (with legal counsel reasonably acceptable to County) indemnify, defend and hold harmless the County, its officers, agents, departments, officials, representatives and employees (collectively “Indemnitees”) from and against any and all claims, losses, damages, injuries (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expenses, liabilities of every kind, nature and description (including, without limitation, indirect and incidental special and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise from, or are brought for, or on account of or are connected in any way to

Consultant's performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. County may participate in the defense of any such claim without relieving Consultant of any obligation hereunder. This indemnity obligation shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

- 8.2 Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for 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 any of the other Indemnitees, of Articles or Services to be supplied in the performance of this Agreement.
- 8.3 County shall include a provision in the construction contract with the general contractor on the Project requiring the general contractor to indemnify Consultant for damages resulting from the negligence of the general contractor and its subcontractors. County shall also include a provision in the construction contract with the general contractor on the project requiring the general contractor to name Consultant as an additional insured on its CGL insurance coverage.
- 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. Consultant shall require all subconsultants to comply with all indemnification and insurance requirements of this Agreement, including, without limitation, Exhibit C. Consultant shall verify subconsultant's compliance.
- 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 for coordinating 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.

- 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, City of Oakland business 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 of 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. The 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 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 for 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 work products, 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 three 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 for such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, the cost of materials to be retained by Consultant, amounts realized from the sale of materials, and for other appropriate credits against the 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-judgement 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 the 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 the 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 the 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 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, 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:  
General Services Agency  
Willie A. Hopkins, Director GSA  
cc: Deputy Director, GSA-Capital Programs  
1401 Lakeside Drive, Suite 800  
Oakland, California 94612

To Consultant:  
[FIRM NAME]  
[FIRM ADDRESS]  
[CITY, STATE ZIP CODE]

- 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 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 work products, including but not limited to, 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. The 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.

- 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 work products, including but not limited to, 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 or 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. The 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 1401 Lakeside Drive, Oakland, 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 its Statement of Qualifications and Proposal (exhibits to Appendix "A"), below 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 subcontract 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 California §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 Small Local and Emerging Business Participation:**

***[Select the appropriate SLEB provision below for your contract and delete the unused options:***

*Option 1 – If Prime is subcontracting with SLEBs*

*Option 2 – If Prime is a SLEB*

*Option 3 –If SLEB Waiver was approved by GSA, Auditor-Controller or the Board]*

***OPTION 1: If Prime is subcontracting with SLEB(s) use provision below:***

- 21. Small Local and Emerging Business (SLEB) Participation:** Consultant shall subcontract with *company name (street address, city, state; Principal, name)*, for services to be provided under this Agreement in an amount equal to twenty percent (20%) *(Or adjust percentage if more than or less than 20%. If less than 20% a copy of approved GSA Waiver or Board approval is required )* 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:

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.

21.2. 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.

21.3 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. The 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).

21.4 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.

21.5 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.

21.6 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).

**OPTION 2 – If Prime is a SLEB use provision below:**

- 21. 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:

- 21.1 Consultant must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- 21.2. 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.
- 21.3. As is applicable, Consultant shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this agreement.
- 21.4 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 #13 above. The 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.
- 21.5. 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.

**OPTION 3 –If SLEB Waiver was approved by GSA, Auditor-Controller or the Board use provision below:**

- 21. SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Consultant has been approved by County to participate in agreement without SLEB participation (attach SLEB waiver). 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.

However, if circumstances or the terms of the agreement should change, Consultant may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- 21.1. Consultant must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- 21.2. 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.
- 21.3. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the Agreement. Consultant shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- 21.4. 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. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 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).
- 21.5. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation Compliance System.

County will be under no obligation to pay consultant for the percent committed to a SLEB (whether SLEB is a prime or 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.

**22 First Source Program**

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.

**23 Non-Discrimination, Equal Employment Opportunity and Business Practices**

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 (as defined below) or veteran's status. 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.

**24 Drug-Free Workplace Policy**

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 County premises. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents or assigns shall be deemed a material breach of this Agreement.

**25 Compliance with Americans with Disabilities Act**

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.

**26 Disputes**

26.1 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 General Services Agency Director 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.

26.2 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. The Consultant also agrees that should Consultant

discontinue Services due to a dispute or disputes; County may terminate this Agreement for cause as provided herein.

- 26.3 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.

## **27 Agreement Made in California; Venue**

- 27.1 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. The 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.
- 27.2 The parties shall execute one original and six copies of this Agreement.

## **28 Compliance with Laws**

- 28.1 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.
- 28.2 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.

## **29 Construction**

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.

## **30 Miscellaneous**

- 30.1 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.
- 30.2 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.

- 30.3 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 Entire Agreement; Modifications of Agreement**

- 31.1 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.
- 31.2 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.
- 31.3 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.
- 31.4 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.
- 31.5 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.
- 31.6 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.

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
NAME / TITLE

“Consultant” [FIRM NAME]

By: \_\_\_\_\_ Its: \_\_\_\_\_  
NAME TITLE

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

Approved as to form:

\_\_\_\_\_  
County Counsel

END OF DOCUMENT

**APPENDIX A****SERVICES TO BE PROVIDED BY CONSULTANT**

1. This is an appendix attached to, and made a part of and incorporated by reference with Agreement dated \_\_\_\_\_, between the County of Alameda (“County”) and [FIRM NAME] (“Consultant”), providing for professional services.

1.1 The County’s Proposed [PROJECT NAME]

- 1.1.1 The County’s proposal for move services Construction Support Services for the [WORK DESCRIPTION] for [PROJECT NAME].

1.2 Consultant Team

Consultant’s team consists of:

[FIRM NAME]	Construction Manager/Management Services
[FIRM NAME]	Materials Special Testing & Inspection Services
[FIRM NAME]	Inspector of Record Services
[FIRM NAME]	Environmental Hazardous Material Testing & Remediation Services
[FIRM NAME]	Cost Management Services

Consultant shall provide construction manager/management services, and is the prime consultant, with the other consultants serving as subconsultants. Consultant, its team, their expertise, experience and proposed staffing, is set forth in Consultant’s Proposal dated \_\_\_\_\_, incorporated into this Appendix by this reference, and attached to this Appendix as its Exhibit 1. The limits of this incorporation by reference are set forth in Section 3 of this Appendix.

1.3 Scope of Project

Scope for this contract includes [INSERT SCOPE OF PROJECT]

The proposed project team consists of [FIRM NAME] providing [TYPE OF] services, the [FIRM NAME] providing [TYPE OF] services, [CONTINUE]

1.4 Consultant’s Milestone Schedule and Deliverables

1.4.1 [DESCRIPTION] –

1.4.2 [DESCRIPTION] –

1.5 Personnel and Sub consultants

Consultant shall use only the personnel and sub consultants identified in its Statement of Qualifications and Proposal, attached hereto as Exhibit 1, in performing the Services.

1.6 Bid Day Budget

For the subject Project, the County’s Bid Day Budget is a maximum of \_\_\_\_\_ Dollars (\$X). (The County’s “Bid Day Budget” means the maximum value of the construction contract for the subject Project, when initially awarded to the low, responsive, responsible bidder for the work of improvement that Consultant designs pursuant to this Contract (“the Project”).) Part of Consultant’s scope of work under this Agreement is to advise County regarding the relative feasibility of the County’s Cost Estimate of the Project. Consultant shall design the Project within the Bid Day Budget and shall provide the County with construction cost estimates at each of the following stages of the design: schematic design phase, design

development phase, and construction document phase. If after the Project is bid, the lowest bid received exceeds 110% of the Bid Day Budget, Consultant shall, at no additional cost to the County, value engineer Consultant's design until the lowest bid received for the work of improvement does not exceed 110% of the Bid Day Budget. The consultant will be relieved of this obligation to perform value engineering services at no cost if Consultant and the County agree that the higher-than-anticipated construction bids are attributable to extraordinary events beyond the control of Consultant, including, but not limited to, sharp increases in construction material prices, natural disasters, and widespread labor stoppages. In addition, Consultant shall be relieved of this obligation to perform value engineering services at no cost if consultant advises the County during the schematic design phase that Consultant's construction costs estimate exceeds the Bid Day Budget, and the County declines to agree to modify the Project scope or reduce program features.

## 2. General Requirements

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

- 2.1.1 Plans, material specifications, design calculations, site data [and any cost estimates] required to be prepared by Consultant shall be prepared by licensed personnel or personnel under the direction of licensed personnel. As required by the California Code of Regulations, "Responsible Charge" for such Services shall be with a Registered Architect or Engineer licensed in the State of California.
- 2.1.2 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.
- 2.1.3 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 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.
- 2.1.4 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 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 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 approval for any subconsultants not listed in Exhibits 1 and this Appendix. Consultant shall require each of its subconsultants to execute agreements containing a 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 and its incorporation into the Project, including but not limited to, all requirements imposed by the Office of Statewide Health Planning & Development (OSHPD), Division of State Architect, 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. 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 the 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. County will have responsibility to then enforce 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 construction area. Consultant shall require all personnel under Consultant's direction to wear white hard hats when entering the construction area, and any other 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

Required deliverables are discussed in Section 4 below, and in Consultant's proposed scope of work annexed as Exhibit 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.

## 3. Consultant's Proposal

3.1 The Consultant has prepared and supplied County with a proposed scope of work dated [INSERT DATE], which is attached to this Appendix as its Exhibit 1 and incorporated herein by this reference ("Proposal"). Consultant's Proposal represents Consultant's initial proposed scope of services. This Agreement (and its appendices) the Proposal are deemed complimentary; what is called for by one is as binding as if called for in both, and shall be performed by Consultant. In the case of direct conflict between this Agreement and the Proposal, then the following rules apply:

3.2 Regarding any conflict (direct or indirect) between the Proposal and either the Agreement Form, Appendix B Compensation Form, or Appendix C Insurance, the terms of the Agreement Form, Appendix B Compensation, and Appendix C Insurance shall have precedence.

3.3 Regarding any conflict (direct or indirect) between the Proposal and this Appendix A, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that the scope of work described in this Appendix "A" and the scope of work described in the Proposal shall both be performed to the greatest extent feasible.

## 4 Basic Services

4.1 Consultants shall provide services in accordance with scope in section 1.3 above.

## 5 Additional Services

All Services identified in the Agreement, including but not limited to the Agreement form, the other appendices, and in the foregoing sections of this Appendix A are "Basic Services." The County may request Consultant to provide services in addition to Basic Services, referred to hereafter as (Additional Services). Additional Services must be authorized by County in writing prior to performance. Consultant shall be compensated for Additional Services as provided herein unless the parties agree on lump sum compensation for particular work activities. (Under no circumstances shall Additional Services be deemed to include work or services necessary because of Consultant's errors, omissions or conflicts of any type in Consultant's work product. All such services shall be performed at no cost to County, including, but not limited to, any required corrections or revisions to reports, drawings or specifications that are a result of any errors or omissions by Consultant. Nor shall Additional Services include work performed prior to written notice and written agreement upon the Additional Services).

END OF APPENDIX A

## APPENDIX B

### PAYMENTS TO CONSULTANT

This is an appendix attached to, and made a part of and incorporated by reference with Agreement dated \_\_\_\_\_, between the County of Alameda ("County") and \_\_\_\_\_ ("Consultant"), providing for professional services.

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

- 1.1. Excluding Additional Services only, the amount of compensation to be paid to Consultant for all services under this Agreement shall not exceed \_\_\_\_\_ dollars (\$) referred to hereafter as the Not To Exceed Amount ("NTE"). Total compensation due Consultant shall be the actual amount invoiced based upon the Consultant's hourly billing, 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. Out-of-State travel in connection with the project shall be approved in advance by County.

#### 2. Monthly Billing Breakdown

- 2.1.1. 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 design and construction phase, along with a project schedule defining the timeline and cost for each category.
- 2.1.2. **All invoices must include:**
  - Purchase Order Number
  - Project Name
  - Project Address
  - Project Number
  - Project Manager Name
  - Description of service performed
  - Date range of services performed
  - Sent electronically to: [gsa.accounts payable@acgov.org](mailto:gsa.accounts payable@acgov.org) or via mail to GSA Capital Programs, 1401 Lakeside Dr., 8<sup>th</sup> Floor, Oakland, CA 94612.

#### 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.
- 3.2 For Additional Services. The County shall pay Consultant for Additional Services, as defined below, as follows:
  - 3.2.1 General. For Additional Services of Consultant's professional staff engaged directly on the Project, on the basis of a lump sum amount negotiated between the parties, or, at County's option, based on hourly rates per Consultant's Billing schedule with an agreed Not-to-Exceed amount.
  - 3.2.2 Subconsultants. For Additional Services of Subconsultants employed by Consultant to render Additional Services, the amount billed to Consultant, therefore.
  - 3.2.3 For Additional services on an hourly basis, Consultant agrees that all Subconsultant billing will be limited to a not-to-exceed amount upon prior written approval of the County.

#### 4. Definitions

- 4.1. "Additional Services" mean services beyond the scope of the Services defined in this Agreement. Additional Services must be authorized in writing prior to proceeding.
- 4.2. 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. The Billing Rates shall remain constant throughout this Agreement, and shall not be adjusted for inflation, salary adjustments, cost changes, or any other reason.

END OF APPENDIX B

Professional Services Agreement Template

**APPENDIX C****INSURANCE**

This is an appendix attached to, and made a part of and incorporated by reference with Agreement dated \_\_\_\_\_, by and between the County of Alameda, ("County") and **[FIRM NAME]** ("Consultant"), providing for professional services.

- A. Consultant is required to maintain at all times during the performance of this Agreement the following insurance coverage:
1. Workers' Compensation Employers' Liability limits not less than \$1,000,000 each occurrence, \$1,000,000 per disease, and \$1,000,000 each employee. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California. Employers' Liability Coverage endorsement shall specify as entity and endorsement holder the County, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, and volunteers.
  2. Occurrence-based Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations, and \$2,000,000 Aggregate. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from Consultant's or subcontractor's or subconsultant's operations.
  3. Occurrence-based Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1 million each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.
  4. Professional Liability Insurance with limits not less than \$1,000,000 each claim and \$2,000,000 in the aggregate with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement, 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.
- B. General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
1. Name as Additional Insured County, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, and volunteers.
  2. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, but the addition of one or more entities shall not affect the insurer's limit of liability.
- C. All policies shall be endorsed to provide thirty (30) days advance written notice to County of cancellation, and certificates of all policies and endorsements shall be mailed to County as provided in the Agreement per paragraph 17.1.3.
- D. County may, at its sole option, terminate this Agreement on 15 days' notice to Consultant (but during such 15 day period Consultant has the opportunity to cure the default), in the event of any lapse of required insurance coverage. County may, at its option, secure sufficient insurance coverage to replace any required insurance coverage which has lapsed, and Consultant hereby acknowledges its liability to reimburse County for all costs associated with such replacement insurance coverage.
- E. Insurance shall be maintained through an insurer and with deductible amounts acceptable to County. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement, without lapse, and shall provide a discovery period for a period of three years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made within four years after expiration of the Agreement, such claims shall be covered by such claims-made policies.

- F. Certificates of insurance, in form and with insurers satisfactory to County, evidencing all coverages above shall be furnished to County before commencing any operation under this Agreement, with complete copies of policies promptly upon County request.
- G. Approval of the insurance by County shall not relieve or decrease the liability of Consultant hereunder.
- H. If Consultant is an association or partnership, the association or partnership shall be insured by any one of the following methods:
  - 1. Separate insurance policies issued with the association or partnership as named insured.
  - 2. All insurance policies required by this Agreement of one of the participants to include the association or partnership as named insured.
  - 3. The association or partnership must be a named insured on all of the policies required by this Agreement.

END OF APPENDIX C



# EXHIBIT J - PROJECT PROPOSED PHASING PLAN & SCHEDULE

