Flood Control & Water Conservation DISTRICT

Daniel Woldesenbet, Ph.D., P.E., General Manager

399 Elmhurst Street • Hayward, CA 94544 • (510) 670-5480 • www.acgov.org/pwa

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL
FOR
COASTAL AND RIVERINE FLOOD ASSESSMENT

RFQ/RFP No. FLO2017352

For complete information regarding this project, see RFQ/RFP posted at www.acpwa.org/gsa_app/purchasing/bid_content/contractopportunities.jsp and http://www.acgov.org/pwa/business/services.htm or contact the ACPWA representative below.

Thank you for your interest!

Contact Person: Andrew Otsuka
Email Address: andy@acpwa.org
Telephone: 510-670-5618

RFQ RESPONSE DUE by **3:00 p.m.** on **April 26, 2017**
RFP RESPONSE DUE by **3:00 p.m.** on **May 19, 2017**
at
Alameda County Flood Control and Water Conservation District
399 Elmhurst Street, Room 113
Hayward, CA 94544

Alameda County SUSTAINABILITY Local Action, Global Impact.

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ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

REQUEST FOR QUALIFICATIONS
FOR
COASTAL AND RIVERINE FLOOD ASSESSMENT

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I. STATEMENT OF WORK AND SCOPE OF SERVICES

A. PROJECT DESCRIPTION AND OVERVIEW:

1. Intent.

The Alameda County Flood Control & Water Conservation District (District) provides flood protection for Alameda County residents and businesses. The District analyzes, plans, designs, constructs, and maintains flood control infrastructure and facilities such as natural creeks, channels, levees, pump stations, dams, and reservoirs.

The District is seeking firms and/or teams (Consultants) to provide hydrologic and hydraulic modeling and professional engineering services for the District's Coastal and Riverine Flood Assessment project, which will provide for an assessment of select open channels at their outfalls into San Francisco Bay.

This Request for Qualifications (RFQ) generally describes the project, the anticipated scope of services, the requisite consultant experience and capabilities, District requirements, and the information that must be included in the Statement of Qualifications. Failure to submit information in accordance with the RFQ requirements and procedures may be cause for disqualification.

The District is conducting this procurement in a two-step process including an evaluation of statements of qualifications (SOQs) submitted in response to this RFQ and preliminary scoring of the same, to develop a short list of up to four (4) of the top-ranked consultants who will be invited to submit proposals in response to the attached Request for Qualifications (RFP) and participate in an oral interview.

The District expects that the Consultant will use its experience and knowledge to make recommendations and refine the scope of work needed to satisfy District objectives for the project.

2. The Project.

The District maintains and operates numerous open channels that outfall into San Francisco Bay. The Consultant will evaluate the current and future potential hydrologic conditions at select outfalls (as presented in Table 1), accounting for coastal and riverine flooding due to extreme storm events and extreme tides. This assessment will be made at the coastal and riverine interface, within the current and future tidal zones of the select Alameda County channels.

Table 1: Outfalls to be Included in Coastal and Riverine Flood Assessment

District Zone	District Line	Name
2	A	Estudillo Canal
2	B	San Lorenzo Creek

2	N	Bochman Canal
3A	A	Alameda Creek
5	A	Alameda Creek Federal Project
5	D	Mowry Slough
6	B	Aqua Fria Creek
6	E	Laguna Creek
12	A	Temescal Creek
12	E	Sausal Creek
12	F	Peralta Creek
12	K	Lion and Arroyo Viejo Creeks
12	M	Elmhurst Creek
12	R	Lake Merritt Channel
13/ 2	P/ P	San Leandro Creek/ San Lorenzo Creek Federal Project

The results of this work will be a suite of possible solutions, supported by strong science and engineering principles, to protect Alameda County's outfall channels and the land surrounding the outfalls from future flooding, and a summary of the flooding implications of each alternative.

B. SCOPE OF SERVICES

1. **Project Management.**

Consultant will establish a strategy, budget, and schedule to meet the District's goals, and then manage the work to deliver the project in a manner acceptable to the District. Activities will include, but are not limited to:

a. Prepare and regularly update a project schedule (Microsoft Project or equivalent) at a sufficient level of detail to show a clear understanding of the precise work required to meet the project goals, objectives and delivery timeline. The schedule shall show the interdependencies among tasks and interim and final milestones for project completion.

b. Regularly communicate and coordinate with District staff. Consultant shall schedule, attend and conduct meetings with District staff and others to discuss issues relevant to the project(s). Consultant shall prepare presentation materials (slides, handouts, maps, charts, etc.) for use in meetings with the District, other governmental agencies, and/or the public. Consultant shall record meeting minutes, including issues discussed and agreements made.

c. Coordinate the project team, including staff and subconsultant firms, and manage all work to satisfy District goals.

d. Monitor all project activities and implement quality assurance and quality control protocols and standards to ensure that the District's quality goals are met.

e. Assemble and maintain project files that include all documentation and data resulting from or related to Consultant's services for the projects, including but not limited to survey files, engineering computations, documented assumptions, working drawings, meeting minutes, all correspondence, digital image and video libraries, etc.

Deliverables: Weekly or bi-weekly meetings with minutes, and monthly progress reports with sufficient detail for District staff to determine whether the Consultant is performing to expectations and is on schedule and on budget. The monthly progress reports shall also communicate interim findings and provide information about any difficulties or special issues that need to be remedied. Select project files, in a comprehensive and organized manner, at major interim milestones and/or at the completion of the project.

2. **Existing Data Collection and Review.**

Consultant will gather and review existing information and studies pertinent to the project from which baseline decisions about current and future hydrologic conditions can be made and carried forward into hydrologic modeling and alternatives evaluation tasks. Activities will include, but are not limited to:

a. Existing District Studies and Databases. The District has performed - and will provide to Consultant - a number of pertinent studies of its outfalls and coastal hydrology, including, but not limited to:

    1. FEMA study for Alameda County's coastline
    2. Flood Control Zone 3A and 6 Drainage Master Studies
    3. Adapting to Rising Tides, Alameda County Shoreline Vulnerability Assessment, May 2015
    4. Select Alameda County precipitation and stream gage data sets
    5. Select Alameda County shoreline LiDAR topography data sets
    6. Alameda County Hydrology & Hydraulics Manual

b. Extreme Tide Projections. Perform a limited amount of research into scientific extreme tide projections and criteria, as established by credible sources such as the United States Army Corps of Engineers (USACE), United States Geological Survey (USGS), and the California Department of Water Resources (DWR), for the planning timeframe 2017 to 2100. From this work, and in collaboration with key outside experts (from USGS, NOAA, and/or other agencies or academic institutions), and District staff, Consultant will establish an appropriate range of anticipated extreme tide levels in the San Francisco Bay over time. The District anticipates that three elevation/time curves will be established: extreme conditions, average conditions, and most probable conditions. These projections will be used as the baseline tailwater levels for the remainder of the project.

c. Hydrodynamic Models. Assess existing hydrodynamic numerical models for the San Francisco Bay (Delft3D or MIKE Flood HD, for example) for suitability

for use in this work. In consultation with District staff, decide which model will be used. Update model, as necessary, to incorporate projected wind and wave run-up conditions.

d. Future Hydrologic Conditions. Perform a limited amount of research into predicted future climactic conditions, including predicted future storm intensity and frequency for the planning timeframe 2017 to 2100, and how those storms pertain to fluvial conditions in select Alameda County creeks and outfalls.

Deliverables: (1) Technical memorandum presenting results and recommendations, including justification, for future San Francisco Bay extreme tide projections. (2) Technical memorandum presenting results and recommendations, including justification, for the choice of hydrodynamic numeric model to be used in the analysis. (3) Technical memorandum presenting results and recommendations, including justification, for future hydrologic conditions in select Alameda County creeks.

3. **Modeling and Alternatives Analysis.**

With information and data sets gathered in Task 2, Consultant will use the hydrodynamic numerical model selected in Task 2 to model current and future hydrologic conditions in select Alameda County creeks and outfalls under current and future scenarios. Activities will include, but are not limited to:

a) Probability Analysis. Assess the joint probability, over time, of extreme tides and extreme coastal tidal events with extreme fluvial events (storms) to establish a range of reasonable scenarios, over time, by which Alameda County's creeks and outfalls can be modeled.

b) Mitigation Alternatives. For each outfall, in addition to a "no-action" alternative in which no additional flood control projects are undertaken, develop a minimum of two reasonable conceptual flood protection alternatives that can address the combined possible coastal and fluvial flooding scenarios over time. The conceptual protection alternatives should include (1) a "green" solution incorporating wetlands, horizontal levees, and other drainage mechanisms, as needed and appropriate, and (2) a "hard" infrastructure-based solution incorporating floodwalls, levees, tide gates, and/or pump stations, as needed and appropriate. All alternatives must confirm to District's general established engineering practices.

c) Costing Tool. For the no-action and conceptual protection alternatives, develop a standardize tool with which to develop order-of-magnitude comparative costs for each outfall protection scenario. This tool will offer, for example, cost per linear foot per height of new floodwall, and/or, for example, pump stations cost per unit of flow, and/or, for example, cost of additional flood insurance, and/or, for example, value of flooded property based on land use.

d) Hydrologic Modeling. Using the suite of extreme coastal and fluvial event scenarios, perform hydrologic modeling of the mitigation alternatives over time. From this modeling, perform a conceptual evaluation of the impacts of the alternatives, using criteria such as frequency and extent of flooding, types of land use flooded, and conceptual parameters to mitigate against flooding (acres of wetlands needed, size of pump station, height of floodwall, etc.)

e) Alternatives Analysis. For each outfall, develop a matrix of criteria and/or considerations and impacts of each mitigation alternative over time. The criteria and considerations will include, for example, but not be limited to: impacts on morphology (sediment transport), implementability and constructability, long-term adaptability and sustainability, implications for fish passage (Alameda Creek Federal Project and San Lorenzo Creek only), and order-of-magnitude costs. The criteria and considerations will be developed in collaboration with District staff. Use appropriate visualization tools to depict all results in a meaningful way

Deliverables: (1) Technical memorandum presenting results and recommendations, including justification, for the probabilistic analysis of coastal and fluvial hydrologic scenarios. (2) Technical memorandum presenting results and recommendations, including justification of the costing tool. (3) Draft and final report for the Coastal and Riverine Flood Assessment. (4) Supporting documentation for the project, including, but not limited to, geodatabase, models, and maps. The deliverables shall be organized so that they are fully accessible and usable by the District.

4. **Communications and Collaboration.**

Consultant will perform its work in an open, collaborative manner, drawing on the expertise of a wide variety of experts in the field. Consultant, in collaboration with District staff, will also disseminate the results of the analysis and modeling efforts. Activities will include, but are not limited to:

a) Consult with District staff to identify and assemble a peer review panel that will be called upon to provide input and review at key project milestones. Help manage the panel's involvement in the project, including preparing for and attending periodic meetings and preparing meeting minutes.

b) Produce a white paper, or series of white papers, presenting important aspects of the project. Assist the District in disseminating the white papers to appropriate stakeholders and potentially interested parties.

c) Produce one or more presentations that can be used to present important aspects of the project to key executive-level stakeholders, as well as County's peers in the flood protection industry.

Deliverables: (1) Informational materials (white papers, presentations, and other materials as-needed), to effectively disseminate results of the study. (2) Materials and minutes for a series of peer review panel meetings.

C. CONSULTANT EXPERIENCE AND CAPABILITIES

Consultants responding to this RFQ, including all key personnel to be assigned to this project, shall be regularly and continuously engaged in the business of evaluating and assessing current and future potential hydrologic conditions of open channels and outfalls - including all associated and necessary disciplines and services - for at least ten (10) years.

Consultant shall possess all permits, licenses and professional credentials necessary to perform services as specified under this RFQ.

D. TIME OF SERVICES/PROJECT SCHEDULE

The District intends to enter into a contract with the Consultant for a maximum period of two years with the District option to extend the contract for an additional year. It is anticipated that the Consultant contract will be approved by the Alameda County Flood Control and Water Conservation District Board of Supervisors before the end of June 2017.

E. OTHER DISTRICT REQUIREMENTS

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 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 OTHER PROVISIONS section of this RFQ.

2. Environmentally Friendly Packing: Alameda County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its contractors to reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible. Options may include backhauling product packaging to the supplier for reuse or recycling, shipping in bulk or reduced packaging, using soy bean-based inks for packaging printing, using recycled product packaging or using recyclable or reusable packaging material. The County encourages all bidders and contractors for goods and services to adhere to these principles where practicable.

II. INSTRUCTIONS TO CONSULTANTS

A. DISTRICT CONTACTS

The evaluation phase of this two-step procurement shall begin upon receipt of sealed Statements of Qualifications, through the proposal phase, and continue until a Notice of Intent to Award is issued. Consultants shall not contact or lobby evaluators during the evaluation process. Attempts by Consultant to contact evaluators may result in disqualification of Consultant.

All questions regarding this RFQ are to be submitted in writing, preferably via e-mail by **5:00 pm** on **April 7, 2017** to:

Andrew Otsuka, Associate Civil Engineer
Alameda County Flood Control and Water Conservation District
399 Elmhurst Street, Room 113
Hayward, CA 94544
E-Mail: andy@acpwa.org

The Alameda County Public Works Agency's "Current List of RFQs/RFPs" website will be the official notification posting place for all District-produced documentation about this project, including the Request for Qualifications, Request for Proposals, and Addenda. All current contracting opportunities with ACPWA and the District can be viewed at www.acpwa.org/gsa_app/purchasing/bid_content/contractopportunities.jsp and http://www.acgov.org/pwa/business/services.htm.

B. CALENDAR OF EVENTS

Event	**Date/Location**
RFQ/RFP Issued	March 30, 2017
Mandatory Networking/Consultant Conference ACFCD-399 Elmhurst Street Room 217A, Haward *Dial in: 267-930-4000; Access code 466055500#*	**April 7, 2017** at **1:00 p.m. CA 94541**
Written Questions Due (RFQ)	**April 7, 2017 BY 5:00 p.m.**
Addendum Issued	April 11, 2017
Statement of Qualifications Due	**April 26, 2017 BY 3:00 p.m.**
Evaluation Period	April 26-May 3, 2017
Shortlisted firms invited to respond to RFP	May 4, 2017
RFP Response Due	**May 19, 2017 BY 3:00 p.m.**
Evaluation Period	May 19-23, 2017
Oral Presentation/ Interviews	May 31, 2017
Board Letter Issued	June 13, 2017
Board Award Date	June 27, 2017
Contract Start Date	June 27, 2017

Note: Evaluation period, consultant interviews, award, and contract start dates are approximate.

C. MANDATORY NETWORKING/CONSULTANT CONFERENCE

Consultant Conference will be held on April 7, 2017. Consultants are urged to attend in person; however, the District will have a phone-in conference option enabled for remote participation. In order to get the best experience, the District recommends that Consultants who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.

This networking/consultant conference will be held to:

- Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to meet qualified subconsultants and/or teaming partners and develop subcontracting relationships in order to participate in the contract(s) that may result from this RFQ.

- Provide an opportunity for consultants to ask specific questions about the project and request RFQ clarification.

- Provide the District with an opportunity to receive feedback regarding the project and RFQ.

All questions will be addressed and the list of attendees will be included in an RFQ Addendum following the networking/consultant conference. Potential prime Consultants are required to attend the networking/consultant conference. Failure to participate in a networking/consultant conference will in no way relieve the subconsultants from furnishing goods and/or services required in accordance with these specifications, terms, and conditions.

D. SUBMITTAL OF STATEMENT OF QUALIFICATIONS

1. All Statements of Qualifications (SOQs) must be SEALED and must be received by the Alameda County Flood Control and Water Conservation District receptionist **BEFORE** 3:00 p.m. on the due date specified in the Calendar of Events.

   NOTE: LATE AND/OR UNSEALED SOQs CANNOT BE ACCEPTED. IF HAND DELIVERING SOQs PLEASE ALLOW TIME FOR SPARSE METERED PUBLIC PARKING OR SPARSE STREET PARKING.

   SOQs will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any SOQ received after said time and/or date or at a place other than the stated address cannot be considered and will be returned unopened**.**

   All SOQs, whether delivered by an employee of Consultant, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The District's Office Services timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of SOQs.

2. Statements of Qualifications are to be addressed and delivered as follows:

   Coastal and Riverine Flood Assessment
   RFQ No. FLO2017352
   Alameda County Flood Control and Water Conservation District
   399 Elmhurst Street, Room 113
   Hayward, CA 94544-1307
   Attention: Andrew Otsuka

3. Consultant's name and return address must also appear on the mailing package.

4. No telegraphic, e-mail or facsimile SOQs will be considered.

5. All costs required for the preparation and submission of an SOQ shall be borne by Consultant.

6. Only one SOQ response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one of more of the provisions of the state of California or other state's Corporations Code or an equivalent statute.

7. All information regarding the SOQ responses will be held as confidential until such time as the Consultant Review Board (CRB) has completed its evaluation, and recommended award has been made by the CRB, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s).

8. It is the responsibility of the Consultants to clearly identify information in their SOQ responses that they consider to be confidential under the California Public Records Act. See: http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm

9. Each SOQ received, with the name of the consultant, shall be entered on a record, and each record with the successful SOQs indicated thereon, shall, after the award of the contract, be open to public inspection.

10. California Government Code §4552: In submitting an SOQ to a public purchasing body, the consultant offers and agrees that if the SOQ 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 §4 of the Clayton Act (15 U.S.C. §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 consultant for sale to the purchasing body pursuant to the SOQ. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the consultant.

11. Consultant expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.) ACFCD will be entitled to civil remedies set

forth in the California False Claim Act. It may also be considered fraud and the Consultant may be subject to criminal prosecution.

12. The Consultant certifies that it is, at the time of response/SOQ, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Consultant further certifies that it is regularly engaged in the general class and type of work called for in the RFQ.

13. The Consultant certifies that it is not, at the time of the SOQ, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

14. It is understood that the District reserves the right to reject an SOQ and that the rejected SOQ shall remain open for advancement in this procurement process for a period of 180 days, unless otherwise specified in the RFQ documents.

E. RESPONSE FORMAT

1. SOQ responses are to be straightforward, clear, concise and specific to the information requested. Submit in 8-1/2 x 11 format one (1) original hardcopy SOQ with original ink signatures, plus four (4) copies of the SOQ, plus a copy shall be submitted in "PDF" format on read-only CD or USB flash drive and enclosed with the sealed original hardcopy of the SOQ. Original SOQ is to be clearly marked "ORIGINAL," printed on plain white paper, and must be either loose leaf or in a 3-ring binder (NOT bound). All copies shall be marked "COPY."

   It is preferred that all SOQs submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with this recommendation will have no impact on the evaluation and scoring of the proposal. 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 under Section II.F., "Response Content/Submittals."

2. In order for SOQs to be considered complete**,** Consultant must provide all information and documentation requested, including forms required in Exhibit A. Failure to include all requisite information may be grounds for the District's rejection of consultant's SOQ.

3. SOQs, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any SOQ response or part thereof so marked. SOQ responses submitted in response to this RFQ may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records. Please refer to the County's website at: http://www.acgov.org/gsa/departments/purchsing/policy/proprietary.htm for more information regarding Proprietary and Confidential Information policies.

F. RESPONSE CONTENT/SUBMITTALS

The District appreciates brevity. Please keep your SOQ submission, excluding transmittal letter, title page, table of contents, plain section dividers, resumes, and required exhibits/attachments, to a total of 20 printed pages. Clarity and conciseness are essential and will be considered in assessing the Consultant's capabilities.

In order to simplify the process and to obtain the maximum degree of comparability, the SOQ should be organized in the following manner:

1. **Transmittal Letter.** SOQ responses shall include a brief description of Consultant's capabilities and approach in providing its services to the District and provide a brief synopsis of the highlights of the SOQ and overall benefits of the SOQ to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.

2. The SOQ response shall include the following information:

    a. **Title Page.** Show the RFQ subject, the RFQ number, the name of the Consultant's firm, address, telephone number, name of the contact person and their email address, and the date.

    b. **Table of Contents**. SOQ responses shall include a table of contents listing the individual sections of the SOQ and their corresponding page numbers. Tabs should separate each of the individual sections.

    c. **Description of the Team.** SOQ must identify prime consultant, subconsultants and the qualifications of each entity to perform the scope described herein. Due to the breadth of disciplines covered by this scope, please be as detailed as possible, and provide an organizational chart to show flow of communication and how the individual entities will be managed by the prime consultant. Please also describe the consultant team's ability to evaluation and assess current and future hydrologic conditions of open channels and outfalls.

    d. **Key Personnel.** SOQ responses shall include a complete list of all key personnel who will provide services on the projects. For each person on the list, the following information shall be included:

        (1) The person's relationship with Consultant, including job title and years of employment with Consultant.
        (2) Brief one-paragraph description of expertise and experience.
        (3) The role that the person will play on the project.
        (4) Address, telephone number, and e-mail address.
        (5) Person's educational background.
        (6) Person's relevant experience, certifications, and/or merits.
        (7) Resume, as an appendix item.

e. **Description of Consultant's Experience and Expertise**. SOQ responses shall include a detailed explanation of relevant experience including descriptions of similar project work, years of experience in the field of hydrologic condition evaluation and assessment evaluations and general skills sets that can be provided by personnel. Consultant should demonstrate a clear understanding of the project.

Specifically, this description should address consultant's qualifications in the following areas: (1) project management; (2) existing data collection and review; (3) modeling and alternatives analysis; and (4) communications and collaboration; Included in this narrative should be at least three, but no more than five, key projects of a similar nature.

The description of consultant's team should (1) discuss how the team will meet or exceed the requirements of the District; (2) explain any special resources, procedures, or approaches that make the services of Consultant particularly advantageous to the District; and (3) identify any limitations or restrictions of Consultant in providing the services that the District should be aware of in evaluating Consultant's response to the RFQ.

3. **Exhibits/Attachments.** Consultants shall include in their submittal completed and signed documentation for all listed Exhibits, including any attachments required by the Exhibit. The content and sequence for each required document shall be as follows:

Exhibit A SOQ Response Packet- Required Documentation

Attachment (a): **Consultant Information and Acceptance** (*required with submittal of SOQ*). Every Consultant must select one choice under Item 11 of this Attachment and must completed and sign page 3 of this Exhibit A.

Attachment (b): **References** (*required with submittal of SOQ*). Consultants and subconsultants must use the templates on Exhibit A, Attachment (b) to provide references. Consultants and subconsultants are to provide a list of three clients and must verify the contact information for all references. References must be satisfactory as deemed solely by the District. Consultants and subconsultants are strongly encouraged to notify all references that the District may be contacting them to obtain a reference. The District may contact some or all of the references provided in order to determine Consultant's and subconsultant's performance record on work similar to that described in this request. The District reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

Attachment (c): **Small Local Emerging Business (SLEB) Partnering Information Sheet** (*required with submittal of SOQ*). This form is required with the submittal of Consultant's SOQ response. If Consultant is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the Consultant will subcontract to meet the County SLEB participation requirement must be stated. For 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 of SOQ.

Attachment (d): **Exceptions, Clarifications, Amendments** (*required with submittal of SOQ*). If Consultants are making ANY clarifications and/or amendments, or taking exception to policies or specifications of this RFQ, these MUST be submitted in the Exceptions, Clarifications, Amendments form in Exhibit A, Attachment (d). **The District is under no obligation to accept any exceptions, and such exceptions may be a basis for SOQ disqualification**.

Attachment (e): **Debarment & Suspension Form** (*required with submittal of SOQ*). Consultant must complete, sign, and date the Debarment and Suspension Certification form.

Exhibit B **Insurance Requirements** (*for information*). This exhibit contains the minimum insurance limits, required by the County of Alameda to be held by the Consultant and all of its subconsultants performing on the projects. Insurance certificates are not required at the time of submission of the SOQ; however, by signing Attachment (a) - Consultant Information and Acceptance, Consultant and its subconsultants agree to meet the minimum insurance requirements stated in the RFQ prior to contract award. This documentation must be provided to the District prior to award and shall include an insurance certificate and additional insured certificate naming the Alameda County Flood Control and Water Conservation District and County of Alameda, which meets the minimum insurance requirements, as stated in the Exhibit B – Insurance Requirements.

G. EVALUATION CRITERIA/SELECTION COMMITTEE

All SOQs that pass the initial evaluation criteria identified as a pass/fail item in the Evaluation Criteria table below will be evaluated by a Consultant Review Board (CRB). The CRB may be composed of District staff and other parties that may have associated expertise or experience. The CRB will review and rank the submittals to create a shortlist of up to four Consultants that will be invited to submit Proposals and to an oral interview.

All contacts during the evaluation phase shall be through the District contact only. Consultants shall neither contact nor lobby evaluators during the evaluation process.

Attempts by Consultant to contact and/or influence members of the CRB may result in disqualification of Consultant.

Consultants should bear in mind that any SOQ that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the District's requirements as set forth in this RFQ.

Each of the evaluation criteria below will be used in ranking and determining the quality of the SOQs. SOQs will be evaluated according to each Evaluation Criteria, and scored on the zero to ten-point scale outlined below. The scores for all evaluation criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each SOQ. An SOQ with a high weighted total will be deemed of higher quality than an SOQ with a lesser-weighted total.

0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1-2	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.
3-4	Fair	Has a reasonable probability of success, however, some objectives may not be met.
5-6	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
7-8	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
9-10	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 RFQ specification.

	INITIAL CRITERIA	Score
1.	**Completeness of Response:** Responses to this RFQ must be complete. Responses that do not include the RFQ content requirements and subsequent Attachment requirements and do not address each of the items listed in *Exhibit A Required Documentation*, below, will be considered incomplete, be rated a Fail in the evaluation criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up by the Consultant at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.	Pass/Fail
2.	**Debarment and Suspension:** Consultant, its principals, and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at www.sam.gov. Certification form attached hereto as Exhibit A, Attachment (e) must be completed and signed.	Pass/Fail

	EVALUATION CRITERIA – STATEMENT OF QUALIFICATIONS	Weight Factor	Max. Rating	Max. Score
1.	**Understanding of the Project:** SOQs will be evaluated against the RFQ specifications and the questions below: a. Has Consultant demonstrated a thorough understanding of the purpose and scope of the project? b. How well has the Consultant demonstrated that it will manage the project team to satisfy District goals for the project? c. Has the Consultant included the appropriate type and level of expertise to execute the project?	3.0	10	30
2.	**Experience and Expertise:** In each skill area described below, an evaluation will be made of the probability of success of and risks associated with the SOQ response: a. Program and project management. b. Existing data collection and review. c. Modeling and alternatives analysis. d. Communications and collaboration.	5.0	10	50
3.	**Relevant Experience of Key Personnel:** SOQs will be evaluated against the RFQ specifications and the questions below: a. Has the staff been engaged in relevant projects and services as outlined in Section I.B.? b. Do the individuals assigned to the project have appropriate licenses and certifications and demonstrated expertise and relevant experience on similar projects? c. How extensive is the applicable education and experience of the personnel designated to work on the project?	2.0	10	20
	Maximum SOQ Evaluation Score			**100**

	LOCAL OR SLEB PREFERENCES	
1.	**Local Preference Points:** equaling five percent (5%) of Consultant's total score, for the above Evaluation Criteria, will be added. This will be the Consultant's final score for purposes of SOQ evaluation.	**5%** added to SOQ Total
2.	**SLEB Preference Points**: equaling ten percent (10%) of Consultant's total score, for the above Evaluation Criteria, will be added. This will be Consultant's final score for purposes of award evaluation.	**10%** added to SOQ Total
	Maximum SOQ Evaluation Score with either Local OR SLEB Preference Points	**110**

The final maximum score for any project is 110 points, including the possible 10 points for local and small, local and emerging, or local preference points (maximum 10% of final score). Preference points awarded to each Consultant for being local and/or certified SLEB will be calculated from the actual scores achieved in the evaluation of their SOQs.

All Consultants will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Consultants. SOQ scores of the shortlisted Consultants will be combined with the Consultant's Proposal and Interview score during step two (RFP phase) of this procurement process, to determine that Consultant's final score. The total maximum final evaluation score for this procurement is four-hundred sixty (460), as detailed in the following table:

	FINAL EVALUATION SCORE	**MAX TOTALS**
1.	CONSULTANT'S TOTAL SOQ SCORE	110
2.	CONSULTANT'S PROPOSAL SCORE	150
3.	CONSULTANT'S INTERVIEW/ORAL PRESENTATION/REFERENCE SCORE	200
	FINAL MAXIMUM SCORE	**460**

The Consultant with the highest final score will be invited to negotiate a contract with the District for the professional services described herein.

H. PROCUREMENT PROTEST/APPEALS PROCESS

District prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Consultants wish to protest the procurement 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 District.

1. Any protest by any Consultant to any part of the procurement process, must be submitted in writing to the Flood Control Program Manager, located at 399 Elmhurst Street, Hayward, CA 94544, before 5:00 p.m. of the FIFTH (5^{th}) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Consultant. 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 District will transmit a copy of the protest to all Consultants as soon as possible after receipt of the protest.

2. Upon receipt of the written protest, the Flood Control Program Manager or designee will review and evaluate the protest and issue a written decision. The Flood Control Program Manager, may, at his or her 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 Consultant 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 date. The decision will be communicated by e-mail or fax, and certified mail, and will inform the proposer whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Consultants affected by the decision. As used in this paragraph, a Consultant is affected by the decision on a protest if a decision on the protest could have resulted in the Consultant not being the apparent successful Consultant on the procurement.

3. The decision of the Flood Control Program Manager on the protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak Street, 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 Consultant whose proposal is the subject of the protest, all Consultants affected by the Flood Control Program Manager's decision on the protest, and the protestor have the right to appeal if not satisfied with the Flood Control Program Manager'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 Flood Control Program Manager, not the date received by the Consultant. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5^{th}) business day following the date of issuance of the decision by the Flood Control Program Manager shall not be considered under any circumstances by the District or the Auditor-Controller OCCR.

   a. The appeal shall specify the decision being appealed an all the facts and circumstances relied upon in support of the appeal.

   b. In reviewing protest appeals, the OCCR will not re-judge the consultant(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 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 Flood Control Program Manager. As such, a Consultant is prohibited from stating new grounds for the protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the Flood Control Program Manager 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 process for ethical violations by District staff, District Selection Committee members, subject matter experts, or any other staff managing or participating in the

competitive process, regardless of timing or the contents of a proposal protest. Any participating County staff, including County Counsel or Auditor-Controller, are doing so as staff of the District.

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 Consultant whose SOQ is the subject of the protest, and all Consultants affected by the decision.

f. The District will complete the protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisor.

The procedures and time limits set forth in this paragraph are mandatory and are each Consultant's sole and exclusive remedy in the event of protest. A Consultant's failure to timely complete both the protest and the 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.

III. TERMS AND CONDITIONS

A. OTHER PROVISIONS

1. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services. As a result of the County's commitment to advance the economic opportunities of these businesses, **Proposers must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** The District's requirement is to have at least 20 percent of the contract work performed by Alameda County SLEB-certified firms. For more information about the SLEB program, go to: http://acgov.org/auditor/sleb/overview.htm .

   For purposes of this RFQ, applicable industries include, but are not limited to, the following NAICS Code(s): 541330 Engineering Services.

   A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees or average annual gross receipts over the last three (3) years required per SBA standards based on the small business's appropriate NAICS code.

   An emerging business, as defined by the County, is one that has less than one-half (1/2) of the preceding amount and has been in business less than five (5) years.

2. Compliance with the SLEB program is required for goods, services and professional services contracts, including but not limited to architectural, landscape architectural, engineering, and environmental.

3. Alameda County utilizes the Elation Systems contract compliance application as part of its commitment to assist contractors to conveniently comply with legal and contractual requirements. Elation Systems, a secure web-based system, was implemented to monitor compliance and to track and report SLEB participation in County contracts.

   The prime contractor and all participating local and SLEB subcontractors awarded contracts as a result of this procurement process for this project are required to use Elation to submit SLEB Program information including, but not limited to, monthly progress payment reports and other information related to SLEB participation. Use of Elation Systems, support and training is available at no charge to prime and subcontractors participating in County contracts.

   Upon contract award:

   a. The County will provide contractors and subcontractors participating in any contract awarded as a result of this procurement process, a code that will allow them to register and use Elation Systems free of charge.

   b. Contractors should schedule a representative from their office/company, along with each of their subcontractors, to attend Elation training.

      - Free multi-agency Elation Systems one-hour training sessions require reservations and are held monthly in the Pleasanton, California area.

   It is the Contractor's responsibility to ensure that it and its subcontractors are registered and trained as required to utilize Elation Systems.

   For further information, please see the Elation Systems training schedule online at http://www.elationsys.com/elationsys/support/default.aspx or call Elation Systems at (925) 924-0340.

   If you have any other questions regarding the utilization of Elation Systems please contact the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak Street, Room 249, Oakland, CA 94612, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

   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.

4. The District reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for consultants 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 District.

5. The District reserves the right to award to a single or multiple Consultants.

6. The District has the right to decline to award a contract or any part thereof for any reason.

7. Any proposal/bids that contain false or misleading information may be disqualified by the County.

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.

10. Final Standard Agreement terms and conditions will be negotiated with the selected consultant. Consultant may access a copy of the Standard Services Agreement template online at: http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf. The template contains minimal Agreement boilerplate language only.

11. The RFQ specifications, terms, conditions and exhibits, RFQ Addenda and Consultants SOQ may be incorporated into and made part of any contract that may be awarded as a result of this procurement.

12. Invoicing:
    a. Consultant shall invoice the requesting department, unless otherwise advised, upon satisfactory performance of services.
    b. District will use best efforts to make payment within thirty (30) days following receipt and review of invoice and upon complete satisfactory performance of services.
    c. District shall notify Consultant of any adjustments required to invoice.
    d. Invoices shall contain District PO number, invoice number, remit to address and itemized, products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
    e. Consultant shall utilize standardized invoice upon request.
    f. Invoices shall only be issued by the Consultant who is awarded a contract.
    g. Payments will be issued to an invoices must be received from the same Consultant whose name is specified on the POs.
    h. The District will pay Consultant monthly or as agreed upon, not to exceed the total agreed upon per final executed contract.

13. Account Manager/Support Staff:

a. Consultant shall provide a dedicated competent account manager who shall be responsible for the District account/contract. The account manager shall receive all orders from the District and shall be the primary contact for all issues regarding Consultant's response to this RFQ.
b. Consultant shall also provide adequate, competent support staff that shall be able to service the District during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
c. Consultant account manager shall be familiar with District requirements and standards and work with the District to ensure that established standards are adhered to.
d. Consultant account manager shall keep the District informed of requests from departments as required.

B. DEBARMENT AND SUSPENSION POLICY

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each consultant will be screened at the time of SOQ response.

http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm

EXHIBIT A
SOQ RESPONSE PACKET
REQUIRED DOCUMENTATION

RFQ– Coastal and Riverine Flood Assessment

RFQ No. FLO2017352

All of the specific information and documentation listed below is required to be submitted with the SOQ Response Packet in order for an SOQ to be deemed complete. Any pages of Exhibit A (Or Attachments therein) not applicable to the Consultant, must still be submitted as part of a complete SOQ Response, with such pages or items clearly marked "N/A." Consultants that do not comply with the requirements, and/or submit incomplete SOQ packages, shall be subject to disqualification and their SOQs rejected in total.

Consultants shall submit all information and documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Description of Proposer's Experience and Expertise, Key Personnel, etc.). Please consider the following a checklist of items required:

☐ 1. **Transmittal Letter**: SOQ responses shall include a brief description of Consultant's capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the SOQ and overall benefits of the SOQ to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.

☐ 2. **Title Page & Table of Contents**: SOQ responses shall include a title page showing the date, RFQ subject, the RFQ number, name of the Consultant's firm, address, telephone number and name of contact person with email address. The table of contents should list the individual sections of the SOQ and their corresponding page numbers. Tabs should separate each of the individual sections.

☐ 3. **Description of the Team**: SOQ must identify prime consultant, subconsultants and the qualifications of each entity to perform the scope described herein. Due to the breadth of disciplines covered by this scope, please be as detailed as possible, and provide an organizational chart to show flow of communication and how the individual entities will be managed by the prime consultant. Please also describe the consultant team's ability to evaluate and assess current and future hydrologic conditions and how they relate to open channels and outfalls.

☐ 4. **Key Personnel**: SOQ responses shall include a complete list of all key personnel associated with the RFQ. This list must include all key personnel who will provide services to this project and all key personnel who will provide support services. For each person on the list, the following information shall be included:

(a) The person's relationship with Consultant, including job title and years of employment with Consultant;
(b) Brief, one-paragraph description of expertise and experience;
(c) The role that the person will play in connection with the RFQ;
(d) Address, telephone, fax numbers, and e-mail address;
(e) Person's educational background; and
(f) Person's relevant experience, certifications, and/or merits;
(g) Resume, as appendix item.

☐ 5. **Description of Consultant's Experience and Expertise**: SOQ responses shall include a detailed explanation of relevant experience including descriptions of similar project work, years of experience in the field of performing professional engineering services necessary to devise drainage master plan studies, and general skills sets that can be provided by personnel. Consultant should demonstrate a clear understanding of the project.

Specifically, this description should address consultant's qualifications in the following areas: (a) project management; (b) existing data collection and review; (c) modeling and alternatives analysis; and (d) communications and collaboration. Included in this narrative should be at least three but no more than five, key projects of a similar nature.

The description of consultant's team should (1) discuss how the team will meet or exceed the requirements of the District; (2) explain any special resources, procedures, or approaches that make the services of Consultant particularly advantageous to the District; and (3) identify any limitations or restrictions of Consultant in providing the services that the District should be aware of in evaluating Consultant's response to the RFQ.

☐ 6. **Attachments to be Completed**: SOQ responses shall include a complete set of the following forms:

- **Attachment (a): Consultant Information and Acceptance-** Every Consultant must select one choice under Item 11 of this Attachment and must complete and sign Page 3 of this form (or page 6 of Exhibit A).

- **Attachment (b): References-** Consultants and subconsultants must use the templates on Attachment (b) of Exhibit A to provide references. Consultants and subconsultants are to provide a list of three clients and must verify the contact information for all references. References must be satisfactory as deemed solely by District. Consultants and subconsultants are strongly encouraged to notify all references that the District may be contacting them to obtain a reference. The District may contact some or all of the references provided in order to determine Consultant's and subconsultant's performance record on work similar to that described in this request. The District reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

- **Attachment (c): SLEB Partnering Information Sheet-** Every Consultant must fill out and submit a signed SLEB Partnering Information Sheet, (Attachment (c) of Exhibit A) indicating their SLEB certification status. If Consultant is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the Consultant will subcontract to meet the County SLEB participation requirement must be stated. For 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 SOQ submittal.

- **Attachment (d): Exceptions, Clarifications, Amendments-** If Consultants are making ANY clarifications and/or amendments, or taking exception to policies or specifications of this RFQ, these MUST be submitted in the Exceptions, Clarifications, Amendments form of Exhibit A. *THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR SOQ DISQUALIFICATION***.**

- **Attachment (e): Debarment & Suspension Form** - Consultant must complete, sign, and date the *Debarment and Suspension Certification* form.

EXHIBIT A

Attachment (a)

CONSULTANT INFORMATION AND ACCEPTANCE

RFQ No. FLO2017352
For
COASTAL AND RIVERINE FLOOD ASSESSMENT

1. The undersigned declares that the SOQ Documents, including, without limitation, the RFQ, and Exhibits have been read.

2. Consultant hereby certifies to District that all representations, certifications, and statements made by Consultant, as set forth in this SOQ form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

3. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the SOQ/Response Documents of RFQ, Coastal and Riverine Flood Assessment.

4. The undersigned has reviewed the SOQ Documents and fully understands the requirements in this RFQ including, but not limited to, the requirements under the District provisions, and that each Consultant who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to District.

5. The undersigned acknowledges receipt and acceptance of all addenda.

6. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the District's website:

   a. **Debarment/Suspension Policy** *See also Exhibit A, Attachment (e)*
   [http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm]

   b. **Iran Contracting Act (ICA) of 2010**
   [http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm]

   c. **General Environmental Requirements**
   [http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm]

   d. **Small Local Emerging Business Program** *See also Exhibit A, Attachment (c)*
   [http://acgov.org/auditor/sleb/]

   e. **First Source**
   [http://acgov.org/auditor/sleb/sourceprogram.htm]

   f. **Online Contract Compliance System**
   [http://acgov.org/auditor/sleb/elation.htm]

g. **General Requirements**
[http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm]

h. **Proprietary and Confidential Information**
[http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm]

7. The undersigned acknowledges that Consultant 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 and associated RFQ Documents.

8. It is the responsibility of each consultant to be familiar with all of the specifications, terms and conditions and, if applicable, the site conditions. By the submission of an SOQ, the Consultant certifies that if awarded a contract they will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.

9. Patent indemnity: Consultants who do business with the District shall hold the Alameda County Flood Control and Water Conservation District, the County of Alameda, their 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.

10. Insurance certificates are not required at the time of submission. However, by signing Exhibit A, Consultant Information and Acceptance, the Consultant agrees to meet the minimum insurance requirements stated in the RFQ. This documentation must be provided to the District, prior to award, and shall include an insurance certificate and additional insured certificate naming the Alameda County Flood Control and Water Conservation District and the County of Alameda, which meets the minimum insurance requirements, as stated in the RFQ & RFP.

11. The undersigned acknowledges ***ONE*** of the following (please check only one box):

☐ Consultant is not local to Alameda County and is ineligible for any evaluation preference points; OR

☐ Consultant is a certified SLEB and is requesting 10% evaluation preference; (Consultant must check the first box and provide its SLEB Certification Number in the Attachment (d) SLEB PARTNERING INFORMATION SHEET); OR

☐ Consultant is LOCAL to Alameda County and is requesting 5% evaluation preference points **and has attached the following documentation to this Exhibit**:

- Copy of verifiable business license, issued by the County of Alameda or a City within the County; AND

- Proof of six (6) 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.

Official Name of Consultant _____

Street Address Line 1 _____

Street Address Line 2 _____

City _____ State _____ Zip Code _____

Webpage _____

Type of Entity/Organizational Structure (check one):

- ☐ Corporation
- ☐ Limited Liability Partnership
- ☐ Limited Liability Corporation
- ☐ Other: _____
- ☐ Joint Venture
- ☐ Partnership
- ☐ Non-Profit/Church

Jurisdiction of Organization Structure _____

Date of Organization Structure _____

Federal Tax Identification Number _____

Primary Contact Information

Name/Title _____

Telephone No. _____ Fax No. _____

E-mail Address _____

Signature _____

Print Name _____

Title _____

Dated this _____ Day of _____ 20 _____

EXHIBIT A

Attachment (b)

REFERENCES

(Include Three)

RFQ No. FLO2017352
for
COASTAL AND RIVERINE FLOOD ASSESSMENT

Consultant Name: _____

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided/Date(s) of Service	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided/Date(s) of Service	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided/Date(s) of Service	

EXHIBIT A
Attachment (c)

SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET

RFQ No. FLO2017352
For
COASTAL AND RIVERINE FLOOD ASSESSMENT

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

Consultants not meeting the definition of a SLEB (http://acgov.org/auditor/sleb/overview.htm) are required to subcontract with a SLEB for at least twenty percent (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 Consultant with no employees of either entity working for the other. This form must be submitted for each business that Consultants will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Consultants 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, consultants will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

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

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

SLEB CONSULTANT Business Name: _____

SLEB Certification #: _____ **SLEB Certification Expiration Date:** _____

NAICS Codes Included in Certification: _____

☐ **CONSULTANT IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT _____% WITH THE SLEB(S) NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES:** _____

(If proposed Consultant team will include more than one SLEB partner, copy this form and submit one form per SLEB partner.)

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 Consultant and all SLEB subcontractors that receive contracts as a result of this procurement 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.

Consultant Printed Name/Title:_____
Street Address: _____City_____State_____ Zip Code_____
Consultant Signature: _____ Date: _____

EXHIBIT A

Attachment (d)

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFQ No. FLO2017352
For
COASTAL AND RIVERINE FLOOD ASSESSMENT

Consultant: _____

List below requests for clarifications, exceptions and amendments, if any, to the RFQ and associated documents, and submit with your SOQ.

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

Reference to:			**Description**
Page No.	Section	Item No.	
p. 23	**D**	**1.c.**	***Vendor takes exception to…***

EXAMPLE

*Print additional pages as necessary.

EXHIBIT A

Attachment (e)

DEBARMENT AND SUSPENSION CERTIFICATION

For Procurements Over $25,000

RFQ No. FLO2017352
for
COASTAL AND RIVERINE FLOOD ASSESSMENT

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.

CONSULTANT: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

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
A	**Commercial General Liability** 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	**Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $1,000,000 per accident for bodily injury or disease
D	**Professional Liability/Errors & Omissions** Includes endorsements of contractual liability and defense and indemnification of the County	$1,000,000 per occurrence $2,000,000 project aggregate
E	Endorsements and Conditions:	

1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
2. **DURATION OF COVERAGE:** 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.
3. **REDUCTION OR LIMIT OF OBLIGATION:** 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.
4. **INSURER FINANCIAL RATING:** 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.
5. **SUBCONTRACTORS:** 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.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
   - 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.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured."
7. **CANCELLATION OF INSURANCE:** All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** 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.

STOP

THE RFP BEGINS ON THE PAGE THAT FOLLOWS.
ONLY SHORT-LISTED CONSULTANTS WILL BE INVITED TO RESPOND TO THIS RFP.

Flood Control & Water Conservation DISTRICT

Daniel Woldesenbet, Ph.D., P.E., General Manager

399 Elmhurst Street • Hayward, CA 94544 • (510) 670-5480 • www.acgov.org/pwa

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

REQUEST FOR PROPOSALS
FOR
COASTAL AND RIVERINE FLOOD ASSESSMENT

RFP No. FLO2017352

For more information regarding this project, see RFQ/RFP posted at
www.acpwa.org/gsa_app/purchasing/bid_content/contractopportunities.jsp and
http://www.acgov.org/pwa/business/services.htm
or contact the person listed below.
Thank you for your interest!

Contact Person: Andrew Otsuka
Email Address: andy@acpwa.org
Telephone: 510-670-5618

RESPONSE DUE
by
3:00 p.m.
on
May 19, 2017
at
Alameda County Flood Control and Water Conservation District
399 Elmhurst Street, Room 113
Hayward, CA 94544

Alameda County SUSTAINABILITY Local Action, Global Impact.

Alameda County is committed to reducing environmental impacts across our entire supply chain. If printing this document, please print only what you need, print double-sided, and use recycled-content pager.

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

REQUEST FOR PROPOSALS
FOR
COASTAL AND RIVERINE FLOOD ASSESSMENT

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I. STATEMENT OF WORK AND SCOPE OF SERVICES:

A. PROJECT DESCRIPTION AND OVERVIEW

1. Intent

The Alameda County Flood Control & Water Conservation District (District) provides flood protection for Alameda County residents and businesses. The District analyzes, plans, designs, constructs, and maintains flood control infrastructure and facilities such as natural creeks, channels, levees, pump stations, dams, and reservoirs.

The District is seeking firms and/or teams (Consultants) to provide hydrologic and hydraulic modeling and professional engineering services for the District's Coastal and Riverine Flood Assessment project, which will provide for an assessment of select open channels at their outfalls into San Francisco Bay

This Request for Proposals (RFP) generally describes the project, the anticipated scope of services, District requirements, and the information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification.

The District is conducting this procurement in a two-step process including an evaluation and scoring of Statements of Qualifications submitted in response to a previously released RFQ, from which a short list of top-ranked consultants was developed. These short-listed consultants are now invited to submit proposals in response to this RFP and participate in an oral interview.

The submitted proposals will be evaluated on thoroughness, completeness, and a thoughtful and innovative approach to performing the work, as described under Section II.G of this RFP. The scoring for the proposal evaluation will be based on total points, excluding points allocated to references, oral presentation, and interview.

The District expects that the Consultant will use its experience and knowledge to make recommendations and refine the scope of work needed to satisfy District objectives for the project.

2. Background

The District maintains and operates numerous open channels that outfall into San Francisco Bay. The Consultant will evaluate the current and future potential hydrologic conditions at select outfalls (as presented in Table 1), accounting for coastal and riverine flooding due to extreme storm events, extreme tides, and sea level rise. This assessment will be made at the coastal and riverine interface, within the current and future tidal zones of the select Alameda County channels.

Table 1: Outfalls to be Included in Coastal and Riverine Flood Assessment		
District Zone	**District Line**	**Name**

2	A	Estudillo Canal
2	B	San Lorenzo Creek
2	N	Bochman Canal
3A	A	Alameda Creek
5	A	Alameda Creek Federal Project
5	D	Mowry Slough
6	B	Aqua Fria Creek
6	E	Laguna Creek
12	A	Temescal Creek
12	E	Sausal Creek
12	F	Peralta Creek
12	K	Lion and Arroyo Viejo Creeks
12	M	Elmhurst Creek
12	R	Lake Merritt Channel
13/ 2	P/ P	San Leandro Creek/ San Lorenzo Creek Federal Project

The results of this work will be a suite of possible solutions, supported by strong science and engineering principles, to protect Alameda County's outfall channels and the land surrounding the outfalls from future flooding, and a summary of the flooding implications of each alternative.

B. SCOPE OF SERVICES

1. **Project Management.**

Consultant will establish a strategy, budget, and schedule to meet the District's goals, and then manage the work to deliver the project in a manner acceptable to the District. Activities will include, but are not limited to:

a. Prepare and regularly update a project schedule (Microsoft Project or equivalent) at a sufficient level of detail to show a clear understanding of the precise work required to meet the project goals, objectives and delivery timeline. The schedule shall show the interdependencies among tasks and interim and final milestones for project completion.

b. Regularly communicate and coordinate with District staff. Consultant shall schedule, attend and conduct meetings with District staff and others to discuss issues relevant to the project(s). Consultant shall prepare presentation materials (slides, handouts, maps, charts, etc.) for use in meetings with the District, other governmental agencies, and/or the public. Consultant shall record meeting minutes, including issues discussed and agreements made.

c. Coordinate the project team, including staff and subconsultant firms, and manage all work to satisfy District goals.

d. Monitor all project activities and implement quality assurance and quality control protocols and standards to ensure that the District's quality goals are met.

e. Assemble and maintain project files that include all documentation and data resulting from or related to Consultant's services for the projects, including but not limited to survey files, engineering computations, documented assumptions, working drawings, meeting minutes, all correspondence, digital image and video libraries, etc.

Deliverables: Weekly or bi-weekly meetings with minutes, and monthly progress reports with sufficient detail for District staff to determine whether the Consultant is performing to expectations and is on schedule and on budget. The monthly progress reports shall also communicate interim findings and provide information about any difficulties or special issues that need to be remedied. Select project files, in a comprehensive and organized manner, at major interim milestones and/or at the completion of the project.

2. **Assessment Criteria and Condition Rating System**

Consultant will gather and review existing information and studies pertinent to the project from which baseline decisions about current and future hydrologic conditions can be made and carried forward into hydrologic modeling and alternatives evaluation tasks. Activities will include, but are not limited to:

a. Existing District Studies and Databases. The District has performed - and will provide to Consultant - a number of pertinent studies of its outfalls and coastal hydrology, including, but not limited to:

    1. FEMA study for Alameda County's coastline
    2. Flood Control Zone 3A and 6 Drainage Master Studies
    3. Adapting to Rising Tides, Alameda County Shoreline Vulnerability Assessment, May 2015
    4. Select Alameda County precipitation and stream gage data sets
    5. Select Alameda County shoreline LIDAR topography data sets
    6. Alameda County Hydrology & Hydraulics Manual

b. Extreme Tide Projections. Perform a limited amount of research into scientific extreme tide projections and criteria, as established by credible sources such as the United States Army Corp of Engineers (USACE), United States Geological Survey (USGS), and the California Department of Water Resources (DWR), for the planning timeframe 2017 to 2100. From this work, and in collaboration with key outside experts (from USGS, NOAA, and/or other agencies or academic institutions), and District staff, Consultant will establish an appropriate range of anticipated extreme tide levels in the San Francisco Bay over time. The District anticipates that three elevation/time curves will be established: extreme conditions, average conditions, and most probable conditions. These sea level projections will be used as the baseline tailwater levels for the remainder of the project.

c. Hydrodynamic Models. Assess existing hydrodynamic numerical models for the San Francisco Bay (Delft3D or MIKE Flood HD, for example) for suitability for use in this work. In consultation with District staff, decide which model will be used. Update model, as necessary, to incorporate projected wind and wave run-up conditions.

d. Future Hydrologic Conditions. Perform a limited amount of research into predicted future climactic conditions, including predicted future storm intensity and frequency for the planning timeframe 2017 to 2100, and how those storms pertain to fluvial conditions in select Alameda County creeks and outfalls.

Deliverables: (1) Technical memorandum presenting results and recommendations, including justification, for future San Francisco Bay extreme tide projections. (2) Technical memorandum presenting results and recommendations, including justification, for the choice of hydrodynamic numeric model to be used in the analysis. (3) Technical memorandum presenting results and recommendations, including justification, for future hydrologic conditions in select Alameda County creeks.

3. **Modeling and Alternatives Analysis**

With information and data sets gathered in Task 2, Consultant will use the hydrodynamic numerical model selected in Task 2 to model current and future hydrologic conditions in select Alameda County creeks and outfalls under current and future scenarios. Activities will include, but are not limited to:

a) Probability Analysis. Assess the joint probability, over time, of extreme tides and extreme coastal tidal events with extreme fluvial events (storms) to establish a range of reasonable scenarios, over time, by which Alameda County's creeks and outfalls can be modeled.

b) Mitigation Alternatives. For each outfall, in addition to a "no-action" alternative in which no additional flood control projects are undertaken, develop a minimum of two reasonable conceptual flood protection alternatives that can address the combined possible coastal and fluvial flooding scenarios over time. The two conceptual protection alternatives should include (1) a "green" solution incorporating wetlands, horizontal levees, and other drainage mechanisms, as needed and appropriate, and (2) a "hard" infrastructure-based solution incorporating floodwalls, levees, tide gates, and/or pump stations, as needed and appropriate. All alternatives must conform to District's generally established engineering practices.

c) Costing Tool. For the no-action and conceptual protection alternatives, develop a standardize tool with which to develop order-of-magnitude comparative costs for each outfall protection scenario. This tool will offer, for example, cost per linear foot per height of new floodwall, and/or, for example, pump station cost per unit of flow, and/or, for example, cost of additional flood insurance, and/or, for example, value of flooded property based on land use.

d) Hydrologic Modeling. Using the suite of extreme coastal and fluvial event scenarios, perform hydrologic modeling of the mitigation alternatives over time. From this modeling, perform a conceptual evaluation of the impacts of the alternatives, using criteria such as frequency and extent of flooding, types of land use flooded, and conceptual parameters to mitigate against flooding (acres of wetlands needed, size of pump station, height of floodwall, etc.)

e) Alternatives Analysis. For each outfall, develop a matrix of criteria and/or considerations and impacts of each mitigation alternative over time. The criteria and considerations will include, for example, but not be limited to, impacts on morphology (sediment transport), implementibility and constructability, long-term adaptability and sustainability, implications for fish passage (Alameda Creek Federal Project and San Lorenzo Creek only), and order-of-magnitude costs. The criteria and considerations will be developed in collaboration with District staff. Use appropriate visualization tools to depict all results in a meaningful way

Deliverables: (1) Technical memorandum presenting results and recommendations, including justification, for the probabilistic analysis of coastal and fluvial hydrologic scenarios. (2) Technical memorandum presenting results and recommendations, including justification of the costing tool. (3) Draft and final report for the Coastal and Riverine Flood Assessment. (4) Supporting documentation for the project, including, but not limited to, geodatabase, models, and maps. The deliverables shall be organized so that they are fully accessible and usable by the District.

4. **Communications and Collaboration**

Consultant will perform its work in an open, collaborative manner, drawing on the expertise of a wide variety of experts in the field. Consultant, in collaboration with District staff, will also disseminate the results of the analysis and modeling efforts. Activities will include, but are not limited to:

a) Consult with District staff to identify and assemble a peer review panel that will be called upon to provide input and review at key project milestones. Help manage the panel's involvement in the project, including preparing for and attending periodic meetings and preparing meeting minutes.

b) Produce a white paper, or series of white papers, presenting important aspects of the project. Assist the District in disseminating the white papers to appropriate stakeholders and potentially interested parties.

c) Produce one or more presentations that can be used to present important aspects of the project to key executive-level stakeholders, as well as County's peers in the flood protection industry.

Deliverables: (1) Informational materials (white papers, presentations, and other materials as-needed), to effectively disseminate results of the study. (2) Materials and minutes for a series of peer review panel meetings

C. TIME OF SERVICES/PROJECT SCHEDULE

The District intends to enter into a contract with the Consultant for a maximum period of two years with the District option to extend the contract for an additional year. It is anticipated that the Consultant contract will be approved by the Alameda County Flood Control and Water Conservation District Board of Supervisors before the end of June 2017.

D. OTHER DISTRICT REQUIREMENTS

1. Environmentally Friendly Packing: Alameda County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its contractors to reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible. Options may include backhauling product packaging to the supplier for reuse or recycling, shipping in bulk or reduced packaging, using soy bean-based inks for packaging printing, using recycled product packaging or using recyclable or reusable packaging material. The County encourages all consultants and contractors for goods and services to adhere to these principles where practicable.

II. INSTRUCTIONS TO CONSULTANTS

A. DISTRICT CONTACTS

The evaluation phase of the RFP process shall begin upon receipt of sealed proposals until a contract has been awarded. Consultants shall not contact or lobby evaluators during the evaluation process. Attempts by consultant to contact evaluators may result in disqualification of consultant.

The Alameda County Public Works Agency's "Current List of RFQs/RFPs" website will be the official notification posting place for all District-produced documentation about this project, including the Request for Qualifications, Request for Proposals, and Addenda. All current contracting opportunities with ACPWA and the District can be viewed at www.acpwa.org/gsa_app/purchasing/bid_content/contractopportunities.jsp and http://www.acgov.org/pwa/business/services.htm.

B. CALENDAR OF EVENTS

Event	**Date/Location**
Short listed Consultants invited to propose	May 4, 2017
RFP Response Due	**May 19, 2017 BY 3:00 p.m.**
Evaluation Period	May 19-23, 2017
Oral Presentation/ Interviews	May 31, 2017
Board Letter Issued	June 6, 2017
Board Award and Contract Start Date	June 27, 2017

Note: Evaluation period, consultant interviews, award, and contract start dates are all approximate.

C. NETWORKING/CONSULTANT CONFERENCE

There will not be a Networking/Consultant Conference for the RFP phase of this procurement.

D. SUBMITTAL OF PROPOSALS

1. All proposals must be SEALED and must be received by the Alameda County Flood Control and Water Conservation District receptionist **BEFORE** 3:00 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 SPARSE METERED PUBLIC PARKING OR SPARSE STREET PARKING.

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

   All proposals, whether delivered by an employee of Consultant, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The District's Office Services timestamp 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:

   Coastal and Riverine Flood Assessment
   RFP No. FLO2017352
   Alameda County Flood Control and Water Conservation District
   399 Elmhurst Street, Room 113
   Hayward, CA 94544-1307
   Attention: Andrew Otsuka

3. Consultant's name and return address must also appear on the mailing package.

4. No telegraphic, e-mail or facsimile proposals will be considered.

5. All costs required for the preparation and submission of a proposal shall be borne by Consultant.

6. Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one of more of the provisions of the state of California or other state's Corporations Code or an equivalent statute.

7. All information regarding the proposals will be held as confidential until such time as the Consultant Review Board (CRB) has completed its evaluation, and recommended award has been made by the CRB, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s).

8. It is the responsibility of the Consultants to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act. See: http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm

9. Each proposal received, with the name of the consultant, shall be entered on a record, and each record with the successful proposals indicated thereon, shall, after the award of the contract, be open to public inspection.

10. California Government Code §4552: In submitting a proposal to a public purchasing body, the consultant 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 §4 of the Clayton Act (15 U.S.C. §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 consultant 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 consultant.

11. Consultant expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.) the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Consultant may be subject to criminal prosecution.

12. The Consultant certifies that it is, at the time of proposal, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Consultant further certifies that it is regularly engaged in the general class and type of work called for in the RFP.

13. The Consultant certifies that it is not, at the time of the proposal, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

14. It is understood that the District reserves the right to reject a proposal and that the rejected proposal shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the RFP documents.

E. RESPONSE FORMAT

1. Proposals are to be straightforward, clear, concise and specific to the information requested. Submit in 8-1/2 x 11 format one (1) original hardcopy proposal with original ink signatures, plus four (4) copies of the proposal, plus a copy shall be submitted in "PDF" format on read-only CD or USB flash drive and enclosed with

the sealed original hardcopy of the proposal. Original proposal is to be clearly marked "ORIGINAL," printed on plain white paper, and must be either loose leaf or in a 3-ring binder (NOT bound). All copies shall be marked "COPY."

It is preferred that all proposals submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with this recommendation will have no impact on the evaluation and scoring of the proposal. 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 under Section II.F., "Response Content/Submittals."

2. In order for proposals to be considered complete**,** Consultant must provide all information and documentation requested, including forms required in Exhibit A. Failure to include all requisite information may be grounds for the District's rejection of consultant's proposal.

3. Proposals, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any proposal response or part thereof so marked. Proposals submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records. Please refer to the County's website at: http://www.acgov.org/gsa/departments/purchsing/policy/proprietary.htm for more information regarding Proprietary and Confidential Information policies.

F. RESPONSE CONTENT/SUBMITTALS

The District appreciates brevity. Please keep your proposal submission, excluding transmittal letter, title page, table of contents, plain section dividers, resumes, and required exhibits/attachments, to a total of 20 printed pages. Clarity and conciseness are essential and will be considered in assessing the Consultant's capabilities.

In order to simplify the process and to obtain the maximum degree of comparability, the proposal should be organized in the following manner:

1. **Transmittal Letter.** Proposals shall include a brief description of Consultant's approach to providing its services to the District, including overall benefits to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.

2. **Title Page.** Show the proposal subject, the RFP number, the name of the consultant's firm (or joint venture or team members), address, telephone number, name of contact person, and date.

3. **Table of Contents.** Proposals shall include a table of contents listing the individual sections of the proposal and their corresponding page numbers. Tabs should separate each of the individual sections.

4. **Proposal Content:**

a. **Overview and Summary**. This section should clearly convey the consultant's understanding of the work and project approach. Consultant should address the following:

i. Understanding of the District's objectives and the purpose of the project.

ii. Understanding of the project challenges.

b. **Project Approach and Work Plan.** This section should include a full description of the work elements and the proposed methodology the Consultant proposes to satisfy District objectives. The scope of work provided in Section B, "Scope of Services," offers a framework to performing this project and outlines the minimum number of tasks. Include a discussion of your proposed approach to satisfying the District's objectives for this project.

The work description should be detailed to a sufficient level (work elements, sub-elements, etc.) to show a clear understanding of the precise work required to meet project goals. Provide a detailed description covering all the discussed requirements in Tasks 1 through 4.

Identify other activities that you propose to implement in support of the required tasks. Describe any changes that you would make to the work scope. Discuss the reasons for any changes made to the scope of work as outlined in Section B. Identify all tasks or activities that would be fully supported by your organization and those that would require assistance from the District.

c. **Project Delivery Schedule.** Include a Microsoft, Primavera, Gaant Chart or equivalent schedule showing the work elements and sub-elements with major milestones, based on the assumption that the consultant will be evaluating and assessing current and future hydrologic conditions of specified open channels and outfalls, and that work will begin on or about July 1, 2017.

d. **Management Plan**. This section should describe the Consultant's approach to managing the work. If the proposal is a team effort, the allocation of the work to the team members should be indicated.

Note that the District considers the consultant's Statement of Qualifications, submitted previously, to be part of the consultant's procurement package. Do not repeat information already submitted in the Statement of Qualifications, except to note any proposed changes to the consultant's team. The management plan should describe the following:

i. Management approach, including the role of the prime contractor and subcontractors, and team and joint venture members, if

applicable, and any specific features of the management approach that require explanation.

ii. Organizational work assignments structure, including work elements and sub elements performed by subcontractors.

iii. Discussion of Consultant's capacity to perform evaluations of current and future hydrologic conditions of specified open channels and outfalls.

iv. Description of subcontractor supervision.

v. Overview of Consultant's quality assurance and quality control procedures with sufficient detail that the District can evaluate how the Consultant will meet or exceed the District's expectations on this project.

e. **Pricing, Fees, and Cost Proposal.** Consultant must provide, under separate sealed envelope, and on company letterhead, a current fee schedule showing labor categories and hourly labor rates for all named personnel and/or type of personnel and subconsultants anticipated on this contract, plus expense costs, and a complete cost proposal for services outlined in this RFP.

i. The District's maximum allowable mark up on subconsultant fees and any expenses is ten (10) percent.

ii. Quoted fees shall be firm for the first twelve (12) months of any contract that may be awarded pursuant to this RFP.

iii. Maximum annual escalation of fees shall be no more than 3%.

iv. Any fee increases or decreases for subsequent contract terms may be negotiated between Consultant and District only after completion of the initial term.

v. Federal and State minimum wage laws apply. The District has no requirements for living wages. The District is not imposing any additional requirements regarding wages.

5. **Exhibits/Attachments.** Consultants shall include in their submittal completed and signed documentation for all listed Exhibits, including any attachments required by the Exhibit. The content and sequence for each required document shall be as follows:

Exhibit A: Proposal Packet- Required Documentation

Attachment (a): **Consultant Information and Acceptance**. Every Consultant must select one choice under Item 11 of this exhibit and must completed and sign page 3 of this Exhibit A.

Attachment (b): **Exceptions, Clarifications, Amendments**. If Consultants are making ANY clarifications and/or amendments, or taking exception to policies or specifications of this RFP, these MUST be submitted in the Exceptions, Clarifications, Amendments form in Exhibit A. **The District is under no obligation to accept any exceptions, and such exceptions may be a basis for proposal disqualification**.

Exhibit B: Insurance Requirements

This exhibit contains the minimum insurance limits, required by the County of Alameda to be held by the Consultant and all of its sub consultants performing on the projects. By signing *Attachment (a) - Consultant Information and Acceptance,* Consultant and its sub consultants agree to meet the minimum insurance requirements stated in the RFP prior to contract award. This documentation must be provided to the District prior to award and shall include an insurance certificate and additional insured certificate naming the Alameda County Flood Control and Water Conservation District and County of Alameda, which meets the minimum insurance requirements, as stated in the Exhibit B – Insurance Requirements.

Exhibit C: Sample Professional Services Agreement

This exhibit is an example of Alameda County's standard professional services agreement, and is provided for informational purposes.

G. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals that pass the initial evaluation criteria identified as a pass/fail item in the Evaluation Criteria table below will be evaluated by a Consultant Review Board (CRB). The CRB may be composed of District staff and other parties that may have associated expertise or experience. The CRB will review and rank the proposals and interviews, and award the contract to the consultant with the highest overall score.

All contacts during the evaluation phase shall be through the District contact only. Consultants shall neither contact nor lobby evaluators during the evaluation process. Attempts by Consultant to contact and/or influence members of the CRB may result in disqualification of Consultant.

Consultants should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the District's requirements as set forth in this RFP.

Each of the evaluation criteria below will be used in ranking and determining the quality of the proposals. Proposals will be evaluated according to each evaluation criteria, and scored on the zero to ten-point scale outlined below. The scores for all evaluation criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.

References will be checked for all short-listed Consultants, and points given based on the content of the reference comments. Oral presentations and interviews will be evaluated based on overall content and conciseness of the presentation, and responses of Consultant team during the question/answer session.

The final maximum score for any Consultant is four-hundred sixty (460) points.

0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1-2	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 RFP.
3-4	Fair	Has a reasonable probability of success, however, some objectives may not be met.
5-6	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
7-8	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
9-10	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 RFP specification.

	INITIAL CRITERIA	Score
1.	**Completeness of Response:** Responses to this RFP must be complete. Responses that do not include the RFP content requirements and subsequent Attachment requirements and do not address each of the items listed in Exhibit A, below, will be considered incomplete, be rated a Fail in the evaluation criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up by the Consultant at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.	Pass/Fail

	EVALUATION CRITERIA – PROPOSAL	Weight Factor	Max. Rating	Max. Score
1.	**Understanding of the Project:** Proposal will be evaluated against the RFP specifications and the questions below: a. Has Consultant demonstrated a thorough understanding of the purpose and scope of the project? b. How well has the consultant identified pertinent issues and potential problems related to the project? c. Has the Consultant demonstrated that it understands the deliverables the District expects it to provide?	2.0	10	**20**
2.	**Project Approach, Work Plan, Delivery Schedule:** In each skill area described below, an evaluation will be made of the probability of success of and risks associated with the proposal: a. Methodology proposed to satisfy District objectives. b. Clear understanding of work required. c. Detailed description of all requirements in Tasks 1-4. d. All tasks and activities clearly identified and supported. e. Project delivery schedule.	9.0	10	**90**
3.	**Management Plan:** Proposals will be evaluated against the questions below: a. Is the management approach, including roles of prime and subcontractors, and any other team members, clearly explained? b. Is work assignment structure, including work elements and sub elements performed by subcontractors clearly explained? c. Is it clear that consultant has the capacity to perform evaluation of current and future hydrologic conditions and how they relate to select open channels and outfalls. d. Does proposal include a description of subcontractor supervision strategy? e. Does consultant provide an overview of quality assurance and quality control procedures with sufficient detail that the District can evaluate how the consultant will meet or exceed the District's expectations on this project?	4.0	10	**40**
			Maximum Proposal Evaluation Score	**150**

	EVALUATION CRITERIA- REFERENCES AND ORAL PRESENTATION	Weight Factor	Max. Rating	Max. Score
1.	**References:** Reference checks will only be performed on the short-listed consultants.	3.0	10	**30**
2.	**Oral Presentation and Interview:** The oral presentation by each consultant shall not exceed sixty (60) minutes in length. The oral interview will consist of a 10-15 minute consultant presentation followed by standard questions asked of each of the consultants and specific questions regarding the desired services and team expertise.	17.0	10	**170**
	Maximum Score for References and Oral Presentation			**200**

	FINAL EVALUATION SCORE	MAX TOTALS
1.	CONSULTANT'S TOTAL SOQ SCORE	**110**
2.	CONSULTANT'S PROPOSAL SCORE	**150**
3.	CONSULTANT'S INTERVIEW/ORAL PRESENTATION/REFERENCE SCORE	**200**
	FINAL MAXIMUM SCORE	**460**

H. AWARD

The CRB will recommend award to the Consultant who achieves the highest overall score. Overall scores are determined by adding the SOQ evaluation score, proposal evaluation score, and the oral presentation/interview score.

I. CONTRACT EVALUATION AND ASSESSMENT

During the initial sixty (60) day period of any contract that may be awarded to Consultant, the CRB and/or other persons designated by the District will meet with the Consultant to evaluate the services provided thus far, to identify any issues or potential problems.

The District reserves the right to determine, at its sole discretion, whether:

1. Consultant has complied with all terms of this RFP; and
2. Any problems or potential problems with the proposed services that make it unlikely (even with possible modifications) that such services have met the District requirements.

If, as a result of such determination, the District concludes that it is not satisfied with Consultant, Consultant's performance under any awarded contract and/or Consultant's services as contracted for therein, the Consultant will be notified of contract termination effective forty-five (45) days following notice. Consultant shall be responsible for returning District property at no charge to the District. The District will have the right to invite the next highest ranked consultant to enter into a contract. The District also reserves the right to re-procure this project if it is determined to be in its best interest to do so.

J. NOTICE OF INTENT TO AWARD

At the conclusion of the evaluation process, all consultants will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by the District. The document providing this notification is the Notice of Intent to Award.

The Notice of Intent to Award will provide the following information:

1. The name of the consultant being recommended for contract award; and

2. The names of all other parties that submitted proposals.

At the conclusion of the evaluation process and negotiations, debriefings for unsuccessful consultants may be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful consultant's response. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful consultant.

K. TERM/TERMINATION/RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP, will be two years with one optional renewal year.

2. The District has and reserves the right to suspend, terminate or abandon the execution of any work by the Consultant without cause at any time upon giving to the Consultant prior written notice. In the event that the District should abandon, terminate or suspend the Consultant's work, the Consultant shall be entitled to negotiate its payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The District may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Consultant. In the event of termination with cause, the District reserves the right to seek any and all damages from the Consultant. In the event of such termination with or without cause, the District reserves the right to invite the next highest ranked consultant to enter into a contract or re-procure the project if it is determined to be in its best interest to do so.

3. The District may, at its sole option, terminate any contract that may be awarded as a result of this RFP at any time, for reason of non-appropriation of funds. In such event, the District will give Consultant at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, the District will return any associated equipment to the Consultant in good working order, reasonable wear and tear excepted, and vice-versa.

4. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for an additional one-year term at agreed prices with all other terms and conditions remaining the same.

L. PROCUREMENT PROTEST/APPEALS PROCESS

District prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Consultants wish to protest the procurement 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 District.

Any protest by any Consultant to any part of the procurement process, must be submitted in writing to the Flood Control Program Manager, located at 399 Elmhurst Street, Hayward, CA 94544, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Consultant. A protest received after 5:00 p.m. is considered received as of the next business day.

The protest must contain a complete statement of the reasons and facts for the protest. The protest must refer to the specific portions of all documents that form the basis for the protest. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party. The District will transmit a copy of the protest to all Consultants as soon as possible after receipt of the protest.

Upon receipt of the written protest, the Flood Control Program Manager or designee will review and evaluate the protest and issue a written decision. The Flood Control Program Manager, may, at his or her 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 Consultant 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 date. The decision will be communicated by e-mail or fax, and certified mail, and will inform the proposer whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Consultants affected by the decision. As used in this paragraph, a Consultant is affected by the decision on a protest if a decision on the protest could have resulted in the Consultant not being the apparent successful Consultant on the procurement.

The decision of the Flood Control Program Manager on the protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak Street, 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 Consultant whose proposal is the subject of the protest, all Consultants affected by the Flood Control Program Manager's decision on the protest, and the protestor have the right to appeal if not satisfied with the Flood Control Program Manager'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 Flood Control Program Manager, not the date received by the Consultant. 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 Flood Control Program

Manager shall not be considered under any circumstances by the District or the Auditor-Controller OCCR.

The appeal shall specify the decision being appealed an all the facts and circumstances relied upon in support of the appeal. In reviewing protest appeals, the OCCR will not re-judge the consultant(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 RFP or, where appropriate, County contracting policies or other laws and regulations. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the Flood Control Program Manager. As such, a Consultant is prohibited from stating new grounds for the protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the Flood Control Program Manager or department designee and will determine whether to uphold or overturn the protest decision.

The Auditor's Office may overturn the results of a RFP process for ethical violations by District staff, Consultant Review Board members, subject matter experts, or any other staff managing or participating in the competitive process, regardless of timing or the contents of a proposal protest. Any participating County staff, including County Counsel or Auditor-Controller, are doing so as staff of the District.

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 Consultant whose proposal is the subject of the protest, and all Consultants affected by the decision. The District will complete the protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisor.

The procedures and time limits set forth in this paragraph are mandatory and are each Consultant's sole and exclusive remedy in the event of protest. A Consultant's failure to timely complete both the protest and the 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.

III. TERMS AND CONDITIONS

A. OTHER DISTRICT PROVISIONS

1. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services. As a result of the County's commitment to advance the economic opportunities of these businesses, **Proposers must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** The District's requirement is to have at least 20 percent of the contract work performed by Alameda County SLEB-certified firms. For more information about the SLEB program, go to: http://acgov.org/auditor/sleb/overview.htm .

For purposes of this RFP, applicable industries include, but are not limited to, the following NAICS Code(s): 541330 Engineering Services.

A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees or average annual gross receipts over the last three (3) years required per SBA standards based on the small business's appropriate NAICS code.

An emerging business, as defined by the County, is one that has less than one-half (1/2) of the preceding amount and has been in business less than five (5) years.

2. Compliance with the SLEB program is required for goods, services and professional services contracts, including but not limited to architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services projects.

3. Alameda County utilizes the Elation Systems contract compliance application as part of its commitment to assist contractors to conveniently comply with legal and contractual requirements. Elation Systems, a secure web-based system, was implemented to monitor compliance and to track and report SLEB participation in County contracts.

   The prime contractor and all participating local and SLEB subcontractors awarded contracts as a result of this bid process for this project are required to use Elation to submit SLEB Program information including, but not limited to, monthly progress payment reports and other information related to SLEB participation. Use of Elation Systems, support and training is available at no charge to prime and subcontractors participating in County contracts.

   Upon contract award:

   a. The County will provide contractors and subcontractors participating in any contract awarded as a result of this procurement process, a code that will allow them to register and use Elation Systems free of charge.

   b. Contractors should schedule a representative from their office/company, along with each of their subcontractors, to attend Elation training.

      - Free multi-agency Elation Systems one-hour training sessions require reservations and are held monthly in the Pleasanton, California area.

   It is the Contractor's responsibility to ensure that it and its subcontractors are registered and trained as required to utilize Elation Systems.

   For further information, please see the Elation Systems training schedule online at http://www.elationsys.com/elationsys/support/default.aspx or call Elation Systems at (925) 924-0340.

If you have any other questions regarding the utilization of Elation Systems please contact the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak Street, Room 249, Oakland, CA 94612, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

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.

4. The District reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for consultants 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 District.

5. The District reserves the right to award to a single or multiple Consultants.

6. The District has the right to decline to award this contract or any part thereof for any reason.

7. Any proposal/bids that contain false or misleading information may be disqualified by the County.

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.

10. Final Standard Agreement terms and conditions will be negotiated with the selected consultant. A sample professional services agreement is attached hereto as Exhibit C.

11. The RFP specifications, terms, conditions and exhibits, RFP Addenda and Consultants proposal may be incorporated into and made part of any contract that may be awarded as a result of this RFP.

12. Invoicing:

    a. Consultant shall invoice the requesting department, unless otherwise advised, upon satisfactory performance of services.
    b. District will use best efforts to make payment within thirty (30) days following receipt and review of invoice and upon complete satisfactory performance of services.
    c. District shall notify Consultant of any adjustments required to invoice.
    d. Invoices shall contain District PO number, invoice number, remit to address and itemized, per pump station, products and/or services

description and price as quoted and shall be accompanied by acceptable proof of delivery.

e. Consultant shall utilize standardized invoice upon request.
f. Invoices shall only be issued by the Consultant who is awarded a contract.
g. Payments will be issued to an invoices must be received from the same Consultant whose name is specified on the POs.
h. The District will pay Consultant monthly or as agreed upon, not to exceed the total agreed upon per final executed contract.

13. Account Manager/Support Staff:

a. Consultant shall provide a dedicated competent account manager who shall be responsible for the District account/contract. The account manager shall receive all orders from the District and shall be the primary contact for all issues regarding Consultant's response to this RFP.
b. Consultant shall also provide adequate, competent support staff that shall be able to service the District during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
c. Consultant account manager shall be familiar with District requirements and standards and work with the District to ensure that established standards are adhered to.
d. Consultant account manager shall keep the District informed of requests from departments as required.

EXHIBIT A
PROPOSAL RESPONSE PACKET
REQUIRED DOCUMENTATION

RFP– COASTAL AND RIVERINE FLOOD ASSESSMENT

All of the specific information and documentation listed below is required to be submitted with the Proposal Response Packet in order for a proposal to be deemed complete. Any pages of Exhibit A (Or Attachments therein) not applicable to the Consultant, must still be submitted as part of a complete Proposal Response, with such pages or items clearly marked "N/A." Consultants that do not comply with the requirements, and/or submit incomplete proposal packages, shall be subject to disqualification and their proposals rejected in total.

Consultants shall submit all information and documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Description of Proposer's Experience and Expertise, Key Personnel, etc.). Please consider the following a checklist of items required:

☐ 1. **Transmittal Letter**: Proposal shall include a brief description of Consultant's capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the proposal and overall benefits of the proposal to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.

☐ 2. **Title Page & Table of Contents**: Proposal responses shall include a title page showing the date, RFP subject, the RFP number, name of the Consultant's firm, address, telephone number and name of contact person with email address. The table of contents should list the individual sections of the proposal and their corresponding page numbers. Tabs should separate each of the individual sections.

☐ 3. **Overview and Summary:** Proposal should convey the consultant's understanding of the work and project approach. Consultant should address the following:

i. Understanding of the District's objectives and the purpose of the project.

ii. Understanding of the project challenges.

☐ 4. **Project Approach and Work Plan**: Proposal should include a full description of the work elements and the proposed methodology the Consultant proposes to satisfy District objectives. The scope of work provided in Section B, "Scope of Services" offers a framework to performing this project and outlines the minimum number of tasks. Include

a discussion of your proposed approach to satisfying the District's objectives for this project.

The work description should be detailed to a sufficient level (work elements, sub-elements, etc.) to show a clear understanding of the precise work required to meet project goals. Provide a detailed description covering all the discussed requirements in Tasks 1 through 4.

Identify other activities that you propose to implement in support of the required tasks. Describe any changes that you would make to the work scope. Discuss the reasons for any changes made to the scope of work as outlined in Section B. Identify all tasks or activities that would be fully supported by your organization and those that would require assistance from the District.

☐ 5. **Project Delivery Schedule:** Include a Microsoft, Primavera, Gaant Chart or equivalent schedule showing the work elements and sub- elements with major milestones, based on the assumption that the consultant will be evaluating and assessing current and future hydrologic conditions of select open channels and outfalls, and that work will begin on or about June 26, 2017.

☐ 6. **Management Plan:** Include a description of the Consultant's approach to managing the work. If the proposal is a team effort the allocation of the work to the team members should be indicated. Please include an organizational chart to show the flow of communication and documentation between team members. The management plan should describe the following:

a. Management approach, including the role of the prime contractor and subcontractors, and team and joint venture members, if applicable, and any specific features of the management approach that require explanation.

b. Organizational work assignments structure, including work elements and sub elements performed by subcontractors.

c. Discussion of consultant's capacity to perform current and future hydrologic condition assessments per this RFP.

d. Description of subcontractor supervision.

e. Overview of consultant's quality assurance and quality control procedures with sufficient detail that the District can evaluate how the consultant will meet or exceed the District's expectations on this project.

☐ 7. **Pricing and Fees:** Under separate sealed envelope, on company letterhead, the consultant must provide a current fee schedule showing labor categories and hourly labor rates for all named personnel and/or type of personnel anticipated on this contract, plus expense costs.

a. The District's maximum allowable mark up on sub consultant fees and any expenses is ten (10) percent.

b. Quoted fees shall be firm for the first twelve (12) months of any contract that may be awarded pursuant to this RFP.

c. Maximum annual escalation of fees shall be no more than 3%.

d. Federal and State minimum wage laws apply. The District has no requirements for living wages. The District is not imposing any additional requirements regarding wages.

☐ 8. **Attachments to be Completed**: Proposals shall include a complete set of the following forms:

- **Attachment (a): Consultant Information and Acceptance-** Every Consultant must select one choice under Item 11 of this Attachment and must complete and sign Page 3 of this form (or page 6 of Exhibit A).

- **Attachment (b): Exceptions, Clarifications, Amendments-** If Consultants are making ANY clarifications and/or amendments, or taking exception to policies or specifications of this RFP, these MUST be submitted in the Exceptions, Clarifications, Amendments form of Exhibit A. *THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR PROPOSAL DISQUALIFICATION***.**

EXHIBIT A

Attachment (a)

CONSULTANT INFORMATION AND ACCEPTANCE

RFP No. FLO2017352
For
COASTAL AND RIVERINE FLOOD ASSESSMENT

1. The undersigned declares that the Proposal Documents, including, without limitation, the RFP, and Exhibits have been read.

2. Consultant hereby certifies to District that all representations, certifications, and statements made by Consultant, as set forth in this proposal form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

3. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Proposal/Response Documents of RFP, Pump Station Condition Assessment and Rehabilitation Study and Pump Performance Evaluations.

4. The undersigned has reviewed the proposal documents and fully understands the requirements in this RFP including, but not limited to, the requirements under the District provisions, and that each Consultant who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to District.

5. The undersigned acknowledges receipt and acceptance of all addenda.

6. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the District's website:

   a. **Debarment/Suspension Policy**
   [http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm]

   b. **Iran Contracting Act (ICA) of 2010**
   [http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm]

   c. **General Environmental Requirements**
   [http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm]

   d. First Source
   [http://acgov.org/auditor/sleb/sourceprogram.htm]

   e. **Small Local Emerging Business Program**
   [http://acgov.org/auditor/sleb/]

   f. **Online Contract Compliance System**
   [http://acgov.org/auditor/sleb/elation.htm]

g. **General Requirements**
[http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm]

h. **Proprietary and Confidential Information**
[http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm]

7. The undersigned acknowledges that Consultant 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 RFP and associated RFP Documents.

8. It is the responsibility of each consultant to be familiar with all of the specifications, terms and conditions and, if applicable, the site conditions. By the submission of a proposal, the Consultant certifies that if awarded a contract they will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.

9. Patent indemnity: Consultants who do business with the District shall hold the Alameda County Flood Control and Water Conservation District, the County of Alameda, their 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.

10. Insurance certificates are not required at the time of submission. However, by signing Exhibit A, Consultant Information and Acceptance, the Consultant agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District, prior to award, and shall include an insurance certificate and additional insured certificate naming the Alameda County Flood Control and Water Conservation District and the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

11. The undersigned acknowledges ***ONE*** of the following (please check only one box):

☐ Consultant is not local to Alameda County and is ineligible for any bid preference; **OR**

☐ Consultant is a certified SLEB and is requesting 10% bid preference; (Consultant must check the first box and provide its SLEB Certification Number in the SLEB PARTNERING INFORMATION SHEET); **OR**

☐ Consultant is LOCAL to Alameda County and is requesting 5% bid preference, 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 (6) 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.

Official Name of Consultant _____

Street Address Line 1 _____

Street Address Line 2 _____

City _____ State _____ Zip Code _____

Webpage _____

Type of Entity/Organizational Structure (check one):

- ☐ Corporation
- ☐ Limited Liability Partnership
- ☐ Limited Liability Corporation
- ☐ Other: _____
- ☐ Joint Venture
- ☐ Partnership
- ☐ Non-Profit/Church

Jurisdiction of Organization Structure _____

Date of Organization Structure _____

Federal Tax Identification Number _____

Primary Contact Information

Name/Title _____

Telephone No. _____ Fax No. _____

E-mail Address _____

Signature _____

Print Name _____

Title _____

Dated this _____ Day of _____ 20 _____

EXHIBIT A

Attachment (b)

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP No. FLO2017352
For
COASTAL AND RIVERINE FLOOD ASSESSMENT

Consultant: _____

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

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

Reference to:			**Description**
Page No.	Section	Item No.	
p. 23	**D**	**1.c.**	***Vendor takes exception to…***

EXAMPLE

*Print additional pages as necessary.

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
A	**Commercial General Liability** 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	**Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $1,000,000 per accident for bodily injury or disease
D	**Professional Liability/Errors & Omissions** Includes endorsements of contractual liability and defense and indemnification of the County	$1,000,000 per occurrence $2,000,000 project aggregate
E	Endorsements and Conditions: 1. **ADDITIONAL INSURED:** All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. **DURATION OF COVERAGE:** 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. 3. **REDUCTION OR LIMIT OF OBLIGATION:** 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. 4. **INSURER FINANCIAL RATING:** 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. 5. **SUBCONTRACTORS:** 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. 6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: - 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. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." 7. **CANCELLATION OF INSURANCE:** All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. **CERTIFICATE OF INSURANCE:** 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.

EXHIBIT C

SAMPLE PROFESSIONAL SERVICES AGREEMENT

DRAFT

PROFESSIONAL SERVICES AGREEMENT
FOR
COUNTY OF ALAMEDA

[PROJECT NAME, ####]

(VERSION A)

With

[FIRM NAME]

for the

[PROJECT NAME]

Contract No. _____

County of Alameda

Professional Services Agreement Template

COUNTY OF ALAMEDA

_____

AGREEMENT BETWEEN THE COUNTY OF ALAMEDA AND

[FIRM NAME]

This Agreement is made this _____ day of _____, 2016, 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 architectural, engineering, 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

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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 under Appendix "B."

4.2 County shall not incur any charges under this Agreement, nor shall any payments become due to Consultant for any payment period on the Project, until County receives all deliverables required under Appendix "A" for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Consultant has partially completed one or more deliverables due during a payment period, and if Consultant demonstrates diligent progress thereon, then County may make a partial progress payment based upon Consultant's percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon County.

4.3 County will not withhold 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."

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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

Professional Services Agreement Template

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. 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 (including, without limitation, California Civil Code Section 2782.8), Consultant shall indemnify 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, 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 any loss of cost arising out of, pertaining to, relating to or resulting from Consultant's negligence, recklessness, or willful misconduct in connection with the performance of any work performed under this Contract by the Consultants as a design professional; provided that this duty shall not apply to injuries or damages for which the

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County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence, recklessness or willful misconduct.

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. The risk of an inadvertent omission of such provision is on Consultant. Therefore, Consultant shall review the construction contract prior to bidding to ensure that such provision has been included in the draft of the bid documents.

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 to coordinate with County's expert consultant as required by Appendix "A," Services to Be Provided by Consultant.

9 Liability of County

9.1 Except as provided in Appendix "A," Services to be provided by Consultant, and Appendix "C," Insurance, County's obligations under this Agreement shall be limited to the payment of the compensation provided for in Sections 3, 4 and 5 of this Agreement.

9.2 Notwithstanding any other provision of this Agreement, in no event shall County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

9.3 County shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by County. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless County from and against any and all claims for any

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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. Suspension shall be treated as an excusable delay, and

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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

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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;

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

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

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

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

14.2.7 Use its best efforts to assist County in selling, in the manner, at times, to the extent, and at a price or prices that County directs or authorizes, any property of the types referred to in Section 14.2.6, but Consultant shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at a price or prices approved by County. All proceeds from the foregoing shall be applied to reduce payments to be made by County to Consultant under this Agreement, shall otherwise be credited to the price or cost of Services covered by this Agreement or be paid in such other manner as County may direct;

14.2.8 Complete performance of any part of the Services which were not terminated by the Notice of Termination; and

14.2.9 Take such action as may be necessary, or as County may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which County has or may acquire an interest.

14.3 After receiving a Notice of Termination, Consultant shall submit to County a termination claim, in the form and with the certification County prescribes. The claim shall be submitted promptly but in no event later than 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.

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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 is performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of –

14.5.1 Reasonable value of Consultant's Services performed prior to Notice of Termination, based on Consultant's entitlement to compensation under Appendix "B," "Payments to Consultant." Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, the cost of materials to be retained by Consultant, amounts realized by 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

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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 a 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 own proprietary data, and shall not accept employment adverse to the County's interests where such confidential information could be used adversely to the County's interests. Consultant agrees to notify the County immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement.

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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, and United Parcel Service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.

(e) When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt as long as (1) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a nonbusiness day.

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

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

To County:
General Services Agency
Willie A. Hopkins, Director GSA
cc: Dave Anderson, Interim Deputy Director, GSA-TSD
1401 Lakeside Drive, Suite 1115

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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 individual person, whether a party or an officer or a representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

18 Ownership of Results/Work for Hire

18.1 Any interest (including, but not limited to, property interests and copyright interests) of Consultant or its Subconsultants, in drawings, plans, specifications, studies, reports, memoranda, computational sheets or other documents (including but not limited to, electronic media) prepared by Consultant or its Subconsultants in connection with Services to be performed under this Agreement shall become the property of and will be transmitted to County at the conclusion of this Agreement. 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 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.

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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 it's 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.

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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 <u>delete</u> 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]

<u>OPTION 1: If Prime is subcontracting with SLEB(s) use provision below:</u>

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:

21.1 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 & Reporting (OCCR).

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

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contact the County Auditor- Controller's Office of Contract Compliance & Reporting (OCCR) via E-mail at 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 & Reporting (OCCR). 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 & Reporting (OCCR) 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

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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 & Reporting (OCCR).

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 & Reporting (OCCR) via E-mail at ACSLEBcompliance@acgov.org.

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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

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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 four originals 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

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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, which 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 it's 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.

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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

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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 an Engineering and Architectural Design and Construction Support Services for the **[WORK DESCRIPTION]** for **[PROJECT NAME]**.

1.2 Consultant Team

Consultant's team consists of:

[FIRM NAME)	Project Management & Structural Engineer
[FIRM NAME)	Architectural Engineering
[FIRM NAME)	Mechanical Engineer & Electrical Engineer
[FIRM NAME)	Testing Services

Consultant shall provide architectural and engineering 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

The design phase of the project includes **[INSERT SCOPE OF PROJECT]**

The construction administration phase involves working with the GSA during the contractor selection process and once selected working with the contractor during the construction phase.

The proposed project team consists of **[FIRM NAME]** providing project management and structural engineering services, the **[FIRM NAME]** providing architectural engineering services, **[FIRM NAME]** providing mechanical and electrical engineering services and **[FIRM NAME]** providing testing services.

1.4 Consultant's Milestone Schedule and Deliverables **[1.4.1 THROUGH 1.4.8 ARE EXAMPLES; DESCRIBE EXISTING CONDITIONS]**

1.4.1 Preliminary Field Investigation – Project team members to visit the site to gather field information sufficient to develop as-built drawings and to design upgrades.

1.4.2 Testing – Where existing anchors are proposed to be utilized testing of these anchors are required. Anchors are proposed to be tested where present. Only if access is infeasible or if the anchors fail design test loads will existing bolts not be utilized.

1.4.3 Prepare DD construction set –

1.4.4 Development of 90% CDs – Complete construction documents including drawings, specifications and supporting calculations will be developed.

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, in performing the Services.

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1.6 Bid Day Budget

For the subject Project, the County's Bid Day Budget is a maximum of _____ **Dollars ($XXX,XXX)**. (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.

1.7 Estimate at 50% Design

The consultant will provide a cost estimate at approximately 50% design documents to assist the County in any necessary adjustment, if necessary, to the scope of work or to the cost estimate.

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 own independent investigations and not on information provided by County. Consultant shall review supplied design information and advise County of its adequacy for Consultant's work and advise County of any further design or other services necessary to complete the Project.

2.1.4 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 normally be performed and without excessive cost or time. County will consider such evaluation in making its decision.

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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). The 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 a 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

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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 complete construction bid documents and construction administration services as follows:
4.1.1 As-built documentation: Field investigation to gather information of existing structural, architectural, mechanical, and electrical systems and conditions as set forth in paragraph 2.1.3 above.

4.2 Construction Documents and Specifications:
4.2.1 Drawings must be done on CAD in accordance with County Standards.
4.2.2 Provide working drawings for all applicable disciplines including architectural, structural, mechanical, and electrical drawings.
4.2.3 Provide technical specifications Divisions 1 through 16. County will furnish the Division 0 bid documents and general conditions.
4.2.4 Attend pre-bid walk through and address bidders' questions.

4.3 Provide construction cost estimate at the schematic phase, 50% documents and prior to bid.

4.4 Coordination with County selection furniture vendor: (not applicable)
4.4.1 Review furniture layout and drawings, and incorporate them into the construction documents.
4.4.2 Review color selections. Prepare color scheme boards for using department's review.

4.5 Construction Management:
4.5.1 Consultant: Provide 20 on-site visits/meetings during the 5-month project and prepare notes for distribution.
4.5.2 Consultant Engineer: Provide 10 on-site visits/meetings during the 5-month project.

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4.5.3
4.5.3 Respond to RFI's.
4.5.4 Review and process shop drawings.
4.5.5 Provide change order proposals.
4.5.6 Attend final walk-through and prepare final punch list items.

4.6 Submittal requirements to the County:
4.6.1 At 75% document completion: Submit four sets of blueprints, 24" x 36" or larger size, to the County for review.
4.6.2 At 100% document completion: Submit one set of stamped original vellum drawings with wet signatures, one set of specifications with diskette(s) containing specifications in Microsoft Word format, and one set of CAD drawing diskettes to the County Project Architect.

4.7 Review and comment on the final as-built drawings.

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

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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. 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.

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

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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

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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

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