



ALAMEDA COUNTY FIRE DEPARTMENT

REQUEST FOR STATEMENT OF QUALIFICATIONS No. 25-04

for

Architectural and Engineering (A/E) Services (Bridging Documents) for Alameda County Fire Stations 24 & 26

Thank you for your interest! For complete information regarding this project, see Request for Statement of Qualifications (RFSOQ) posted at [Alameda County Current Contracting Opportunities](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) (<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>) or contact the County representative listed below:

Lynn Kozma, Procurement & Contracts Specialist
Alameda County Fire – Procurement

Phone Number: (925) 833-3473 x 1430

Email Address: Lynn.Kozma@alamedacountyfire.gov

RESPONSE DUE

by

2:00 p.m.

on

February 2, 2026



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CALENDAR OF EVENTS

REQUEST FOR STATEMENT OF QUALIFICATIONS No. 25-04

A/E Services (Bridging Documents) for Alameda County Fire Stations

EVENT	DATE/LOCATION
Request Issued	December 8, 2025
Networking/Proposers Conference via MICROSOFT TEAMS MEETING Meeting ID: 274 754 705 745 38 Passcode: Xx9Ys9p5	December 22, 2025 @ 11:00 a.m. Join on your computer or mobile app Click here to join meeting Or call in (audio only): +1 469-208-1516,,57957587# Phone Conference ID: 579 575 87#
Written Questions Due via Email: Lynn.Kozma@alamedacountyfire.gov	December 29, 2025 by 5:00 p.m.
List of Attendees	December 29, 2025
Questions & Answers Issued	January 9, 2026
Addendum Issued [only if necessary to amend RFSOQ]	January 9, 2026
Response Due and Submitted	February 2, 2026 by 2:00 p.m.
Evaluation Period	February 2, 2026-February 16, 2026
Vendor Interviews	Week of February 16, 2026
Notice of Intent to Award Issued	Week of February 23, 2026
Board Consideration Award Date	March 2026
Contract Start Date	April 2026

NOTE: All dates are tentative and subject to change.

ALAMEDA COUNTY FIRE DEPARTMENT

REQUEST FOR STATEMENT OF QUALIFICATIONS No. 25-04

SPECIFICATIONS, TERMS & CONDITIONS

for

A/E Services (Bridging Documents) for Alameda County Fire Stations 24 & 26

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I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms, and conditions to describe Architectural and Engineering (A/E) services for the design and construction requirements (Bridging Documents) for design-build delivery of two (2) new Alameda County Fire Department (ACFD) fire stations.

The ACFD intends to award a two-year contract (with option to renew for one year) to the Proposer selected as the most responsible Proposer whose response conforms to the RFSOQ and meets the ACFD and the County's requirements for A/E services.

The Proposer awarded a contract resulting from this RFSOQ No. 25-04 cannot bid on any subsequent RFSOQs for projects developed under the Bridging Documents for this RFSOQ No. 25-04.

B. BACKGROUND and SCOPE

The ACFD provides all-risk emergency services to the unincorporated areas of Alameda County (excluding Fairview), the cities of San Leandro, Dublin, Newark, Union City and Emeryville, the Lawrence Berkeley National Laboratory, and the Lawrence Livermore National Laboratory. With 27 fire stations and 33 companies serving a population of 394,000, the ACFD serves densely populated urban areas, waterways, industrialized centers, extensive urban interface, agricultural and wildland regions. Over 500 personnel provide a wide variety of services to an ever-expanding, dynamic, and diverse area of roughly 508 square miles.

In November 2020, voters in Alameda County's unincorporated communities adopted Measure X, the ACFD Fire Safety Bond. Measure X authorizes the ACFD to issue up to \$90 million in general obligation bonds to repair, upgrade, and replace outdated fire stations in order to maintain fire and emergency medical services in the unincorporated communities of Ashland, Castro Valley, Cherryland, Livermore, San Lorenzo, and Sunol.

ACFD intends for the second tranche of bond funds to be released near the start of construction. The project will then have three years to complete construction.

1. ACFD New Fire Station Objectives

- a. Demolition of stations and construction of six (6) new fire stations funded by the \$90 million Bond Measure X.
- b. This procurement includes A/E services for two (2) of the six (6) new stations (see Table 1 below). ACFD intends to hire an A/E firm to develop Bridging Documents—including building and site program, design documents, basis-of-design and outline specifications—for these two fire station projects. A temporary fire station for Fire Station 24 also needs to

be designed for use when construction of the permanent Fire Station 24 is on-going.

Table 1

Fire Safety Bond Measure X Projects				
Station No.	Current Address	New Site Location	Station Type	Total # Personnel
26	18770 Lake Chabot Road Castro Valley 94546	Located on nearby parcel	Single Resource (Engine Company)	9 (3 per shift)
24	1430 164 th Avenue San Leandro 94578	Station to be demolished, new station to be constructed on existing parcel. Temporary station will be required to facilitate the new station.	Two Resources (Engine, Truck) Battalion Chief Office	24 (8 per shift)

C. PROPOSER MINIMUM QUALIFICATIONS

1. Proposer shall be regularly and continuously engaged in the business of providing A/E services for at least five (5) years, which must be clearly stated or demonstrated in the Proposal Response Packet.
2. Proposer shall be a duly registered architect in California (“Architect”).
 - a. Proposer must submit documentation proving that the Proposer is a duly registered architect in California that includes its license number.
3. Proposer shall meet the County’s Small Local Emerging Business (SLEB) requirements in order to be considered for the contract award. Additional information regarding the SLEB requirements can be found in Section R (AWARD) of this RFSOQ.
 - a. Proposer must accurately complete and sign the *SLEB Information Sheet* (found in Exhibit A – Proposal Response Packet) which must be included as part of Proposer’s response.
4. Proposer and its consultants shall possess all permits, licenses and professional credentials necessary to perform services as specified under this RDSOQ. Unless noted otherwise in the RFSOQ including any Addendum, Proposer is not required to submit copies or verification of these documents. However, Proposer must provide such verification if requested by County or ACFD.

D. SPECIFIC REQUIREMENTS

Consultant shall:

1. Provide A/E services that include all services required to complete all design and deliverables in Architect's scope, including all Architectural, Structural, Civil, Geotechnical, Landscape Architecture, Mechanical, Plumbing, Electrical, Low Voltage, Communication, Security, Access Control, Ring Down System, Emergency Back Up Power, Diesel Fuel System, Surveying, Cost Estimating, including pre-design outreach and design progress presentations, and other such design consultants required, or which can be reasonably inferred to be required, based upon the Requirements in this RFSOQ and generally accepted architectural practice for completion of the Requirements in this RFSOQ.
2. Provide a team that can deliver complete Bridging Documents for both stations within seven (7) to eight (8) months from contract start date.
3. Develop Bridging Documents for both stations and Temporary Fire Station 24 in parallel.
4. **Temporary Fire Station 24:**

Provide all A/E services required as noted above for design/engineering documents for a temporary fire station for Station 24. Temporary Fire Station program to include:

1. (2) leased double wide modular units (leased) to house a crew of (7) consisting of:
 - a. Kitchen
 - b. Day Room
 - c. Sleeping quarters for 7
 - i. Sleeping quarters for the 2 Captain(s) to include a desk with data
 - d. Restrooms
 - e. Laundry (if possible)
2. (1) triple bay prefabricated apparatus bay structure
3. Slab on grade to support (1) prefabricated apparatus bay structure
4. Connex boxes outfitted for the following:
 - a. Turnout locker room
 - b. Fitness room

Architect's 100% Schematic level design for temporary Station 24 to be incorporated into the Bridging Documents shall include:

1. Layout/site relationship/sizing of all interim buildings
2. All site preparation, hardscape, landscape, civil design
3. Apparatus bay structure and foundation
4. Utilities and connections
5. Power, data, telecom, and Station Alerting systems

6. ADA compliance requirements
7. Parking and driveways
8. Site fencing, automatic gates, and lighting
9. Any other modifications to existing site to meet code or functional needs of the temporary facilities

The design and interior/exterior customization of the leased modular housing units will be by the manufacturer. Architect shall coordinate the site layout and design with the manufacturer.

Architect's deliverables for temporary station 24 to include:

1. 100% Schematic level drawings and specifications
 2. Narratives for all design disciplines
 3. All electronic media generated by Architect – the same contents as described in the electronic media deliverables in “F. Deliverables/Reports” section of this RFSOQ
5. It is the responsibility of each potential Proposer to thoroughly examine and be familiar with the ACFD Master Plans prior to submitting a proposal. Proposers are encouraged to refer to the following link below:

[ACFD Programming and Feasibility Report, August 2018 Update](#)

E. DESIGN PHASE REQUIREMENTS

1. General Requirements:
 - a. **Meetings.** From project kickoff until the Bridging Documents are delivered, Architect and appropriate design consultants shall attend project team meetings as required by ACFD or otherwise needed for completion of all design phases and the Bridging Documents. Facilitate page-turn and in-person working sessions with ACFD as needed in order to ensure ACFD's full understanding of the project's basis of design and that the Bridging Documents will capture all of ACFD's requirements.
 - b. **Communication.** In the times between formal document issuances, provide sketches, preliminary design details/concepts, etc in order to engage ACFD and confirm the progress of the Bridging Architect's design is on track with ACFD's needs and expectations. Architect shall participate in meetings to review preliminary progress designs as requested by ACFD. Communication with ACFD's team shall follow the principles of continuous “Plan-Do-Check-Adjust”.
 - c. **Community Meetings.** Architect shall prepare presentation materials (drawings, elevations, 3D renderings of key views, large format prints, etc) for meetings that ACFD may schedule with neighbor organizations and

Municipal Advisory Councils. Architect shall be required to attend six to eight (6-8) such meetings in person.

2. CONCEPT DESIGN PHASE

- a. **Programming, Design Guidelines, and Preliminary Basis of Design.** ACFD has developed a preliminary program for a single-story, single company fire station, and for a two-story, double company fire station that includes accommodations for a Battalion Chief. Prior to the start of design, Architect and design consultants shall review all documents provided and meet with ACFD and program manager to identify requirements, and hear questions, suggestions, and recommendations for discussion at the pre-design level. Architect shall adapt the program and design guidelines and design schedules for the new stations – taking into account specific site needs - which shall serve as the Owner’s Project Criteria (OPC). Based on the OPC, Architect shall prepare and submit a Basis of Design (“BOD”) addressing proposed means and methods of meeting the OPC. The preliminary BOD must be submitted and approved prior to commencing the design process. OPC issues will continue to be addressed throughout the design phases noted above, but significant issues will be dealt with during this phase.
- b. **Initial Agency Outreach.** Architect shall establish initial outreach to agencies of jurisdiction and utility agencies in order to establish familiarity and communications. The specific project requirements and procedures for preliminary reviews should be established at the onset to ensure timely input and follow-through.
- c. **Concept Design Services.** Architect and design consultants shall proceed with Concept Design with diagrammatic alternatives of building and site layouts to further test program and adjacencies, as well as present alternatives for consideration by ACFD. Once direction is agreed upon, Architect and design consultants shall develop the preferred diagrammatic alternative and proceed with proposed concept floor and site plans and exterior development including architectural character. ACFD has developed architectural character and exterior/interior material palettes for its Stations 7, , and 25 (renderings included herein for reference as Exhibit X). ACFD’s general intent is for Stations 24 and 26 to have similar look and feel; however, the Architect must nonetheless tailor the final character of each station to appropriately fit its unique site and context.
- d. **Concept Design Documents.** Architect shall prepare presentation documents for distribution to ACFD and the community including, but not limited to, the following (*Concept Design Documents*):

- (1) Topographic, ALTA, Boundary & Utility Surveys
 - (2) Rendered Site Plan showing building roof plan and all site work improvements;
 - (3) Rendered floor plans of both levels;
 - (4) Rendered elevations;
 - (5) Rendered exterior perspective view of entry side;
 - (6) Building sections sufficient to describe volumes and scale;
 - (7) Preliminary system narratives; and
 - (8) Preliminary LEED® credit summary.
 - (9) Geotechnical Report
- e. **Draft Description of Add Alternates and Deduct Alternates.** Architect shall propose and discuss with ACFD a range of possible add alternates and deduct alternates. Architect shall include add alternates and deduct alternates sufficient to increase and decrease the Statement of Probable Construction Cost below by at least ten percent (10%) each way.
- f. **Statement of Probable Construction Cost.** Based on the Concept Design Documents and available data, the Architect shall provide an estimate of Design-Build Entity (“DBE”) design and construction cost. This Statement shall identify the cost impact of the add alternates and deduct alternates specified.
- g. **Preliminary Agency Reviews.** Architect shall review the Concept Design Documents with the agencies having jurisdiction over the Project as well as any utility companies. Architect shall coordinate with ACFD’s California Environmental Quality Act (CEQA) consultant and provide any documentation needed to assist. ACFD will be procuring a separate CEQA consultant to develop and submit the CEQA report.
- h. **ACFD Approval.** Architect shall facilitate a page turn review with the design consultants and Project Team to review design and documents. Architect must submit Concept Design Documents, Statement of Probable Construction Cost, and design schedule to ACFD for review and written approval. Architect shall not proceed with the Schematic Design Phase until it has received ACFD’s written notice to proceed, with any comments.
3. SCHEMATIC DESIGN PHASE

- a. The Bridging Document set is generally intended to be a 100% Schematic Design-level set of documents. The Architect's team shall have performed sufficient due diligence, outreach, and coordination to validate that the design shown in the Bridging Documents is compliant with code, requirements from authorities having jurisdiction, and LEED requirements.

- b. **Schematic Design Services.** Architect's team will begin the Schematic Design Phase by addressing comments from the previous phase and incorporating any adjustments agreed upon to address any cost considerations or input from preliminary agency reviews.

- c. **General Schematic Design Drawing/Specifications Inclusions.** The design documents shall meet the requirements of County Planning Department and provide schematic-level design documentation by all design consultants for all of the building and site scope included in the project. At the time of each formal SD issuance, documents shall include at a minimum:
 - (1) Architectural
 - (a) Plans, sections and elevations;
 - (b) Performance criteria and material selections for all walls
 - (c) Door and material & finish schedules / access control requirements
 - (d) Architectural Furniture, Fixtures, and Equipment (FF&E) plans; Fitness Room equipment plans
 - (2) Representative details showing unique or exceptional conditions
 - (3) Acoustic plans and requirements
 - (4) Civil
 - (a) Plans showing basic layout, grading, preliminary utility layouts
 - (b) Preliminary over-excavation requirements, paving sections, cut & fill
 - (c) On site and off site utility routing;
 - (5) Landscape: landscape plans, irrigation plans, proposed planting schedule

- (6) Structural: plans showing foundations, slab, framing floor and roof assemblies
 - (7) Mechanical, Electrical, and Plumbing (MEP): floor plans, equipment and fixture locations and routing of primary distribution
 - (8) Fire/life safety: design and performance criteria for fire sprinkler and fire alarm systems
 - (9) Site lighting plan with photometric analysis
 - (10) Low voltage plans for data/telecom, Audio/Visual (A/V) and security
 - (11) Fuel system: design and performance criteria; layout of fuel system components shall be shown on architectural drawings or other suitable plans, but standalone drawings for fuel system are not required
 - (12) Outline Specifications (Divisions 2-48 as applicable)
 - (13) Draft LEED® credit summary
- d. **50% SD set:** Architect shall present to ACFD for review a 50% Schematic Design (SD) level document set.
- (1) By the completion of the 50% SD set, Architect shall have performed all outreach to authorities having jurisdiction and utility agencies to validate the Bridging design.
 - (2) Architect shall also produce updated elevations and 3D renderings for review with ACFD
 - (3) Planning Level Submittal: The set shall be developed sufficiently to a County Planning submittal level. This includes, but is not limited to, plans, elevations, renderings, and photographic montages that County Planning would require as part of a complete submittal. The Architect will use these documents to hold preliminary outreach meetings to Planning Department to validate that the design will meet County Planning requirements. ACFD will use Planning level set for public outreach. Architect shall incorporate any adjustments determined from such outreach into the final Bridging design. Architect is not responsible for formal application/submittal to County Planning.
 - (4) Architect shall facilitate a page turn review with its design consultants and Project Team to review design and documents.

- e. **100% SD/Bridging Document set:** Architect shall produce a 100% Schematic Design level document set, which shall serve as the Bridging Documents that will be included in the Design Build Entity RFSOQ:
- (1) The Bridging Document set shall include the following distinct deliverables: Drawings, Specifications, and Narratives. Architect shall be coordinate all these deliverables to be free of conflicting and redundant information.
 - (2) “Drawings” are all design drawings, including plans, elevations, sections, details, notes and schedules as drawn by Architect and its design consultants.
 - (3) “Specifications” are Division 2 – 48 specifications as applicable to communicate intent for specific equipment, materials, and finishes.
 - (4) “Narratives” are supplemental descriptions of systems including technical and performance requirements. Narratives should describe relevant project background and context, the goals and operational needs of ACFD, and any other pertinent information that is otherwise not described elsewhere in the Bridging Documents. Architect shall provide a narrative for each project discipline.
 - (5) For the Architect’s reference, ACFD will make available design and narrative documents that have been produced for Fire Stations 7 and 25. It is expected that many of the design principles and requirements from Stations 7 and 25 will be applicable to Stations 24 and 26; however, it is the Architect’s responsibility to tailor any reference information to meet the unique requirements of each station.
 - (6) Architect shall coordinate and refine the 50% Schematic Design Documents to create the Bridging Documents, setting forth the scope and estimated price of the project, suitable for ACFD to obtain DBE proposals.
 - (7) Bridging Documents need to allow latitude for the DBE design team to identify ways to save time and money, while clearly stating requirements that are essential to ACFD. For all components of the design, Architect shall discuss with ACFD whether performance or prescriptive design criteria will best serve ACFD’s needs.
 - (8) Architect shall clarify and communicate the design intent to serve as the basis of design for prospective DBE teams.

- (9) Architect shall ensure and confirm that the project will meet budgetary, programmatic, and sustainability goals.
 - (10) Architect shall perform final code check of approved Schematic Design. Architect shall validate the documents with the governmental authorities having jurisdiction over the project as well as any utility companies and provide summaries of such outreach.
 - (11) Architect shall include outline or performance specifications, design narratives for each discipline, describing functional priorities, quality levels, aesthetic requirements, LEED credits, design criteria, basic design loads, and requirements to meet applicable building codes and other regulations.
 - (12) Architect shall ensure the drawings, specifications, and narratives are prepared by a design professional or professionals who are duly licensed and registered in California.
 - (13) Bridging Documents shall be developed from Revit model(s) and all drawing sheets available in CAD format.
 - (14) Prior to transmitting the set to ACFD, Architect and its design team shall perform its own internal quality control check of the Bridging Documents. Architect shall provide to ACFD a list of all items internally identified and confirmed corrected prior to the set being transmitted to ACFD.
- f. **Add Alternates and Deduct Alternates.** By the issuance of the 100% SD set, Architect shall update add alternates and deduct alternates sufficient to increase and decrease the Statement of Probable Construction Cost below by at least ten percent (10%) each way.
- g. **Statement of Probable Construction Cost.** Based on the Bridging Design Documents and available data, the Architect shall provide an estimate of DBE design and construction cost. This Statement shall identify the cost impact of the add alternates and deduct alternates specified. Architect shall recommend and designate in its Statement a design contingency within the construction budget. Architect is responsible for providing a design that can be delivered through DBE delivery within the construction budget.
- h. **ACFD Review and Revisions of Bridging Documents.** Architect shall facilitate a page turn review with its design consultants and Project Team to review the Bridging Documents. ACFD will provide comments and may request reasonable revisions to the Bridging Documents. Architect shall account for at least (1) revision cycle to the Bridging Documents to

incorporate such requests by ACFD and address comments. Architect shall also be responsible for as many revisions as needed to correct errors, omissions, or conflicting information prior to ACFD's final acceptance of the Bridging Documents.

4. **DBE Design & Construction Phase Support Services** (Optional Services that may be required at ACFD's sole discretion)
 - a. **Design Development (DD) and/or Construction Documents (CD) Design Phase Review.** Architect and design consultants shall review DBE design submittal for general conformance with the design intent established with the Bridging Documents and note any areas of concern even if not specifically addressed in Bridging Documents. Architects' work product shall be a list of comments by discipline with sheet or specification references for each comment. Alternatively, Architect and design consultants can provide a markup of a .pdf set of drawings with a list of sheets containing comments. Architect shall include review of responses to comments from DBE and discussion with Program Manager to resolve any outstanding items.
 - b. **On-call Services as-needed.** Each Architect and design consultants shall provide contact for senior representative most familiar with the project to be available on an as-needed basis to review specific issues as they arise both in design phase and in construction phase.
 - c. **Punch List.** Each Architect and design consultants shall provide senior representative most familiar with the project to review project at substantial completion for conformance with permitted DBE design documents.
- F. DELIVERABLES / REPORTS

Architect shall deliver to ACFD the following:

1. Building Program, Design Guidelines (Owner's Project Criteria or OPC)
2. Basis of Design (BOD)
3. For Concept Design and Schematic Design/Bridging Documents phases:
 - a. Design Documents (drawings, specifications, narratives)
 - b. Add Alternates and Deduct Alternates
 - c. Statements of Probable Construction Cost
 - d. Design schedule (initial and updates)

4. Topographic, ALTA, Boundary & Utility Survey
 5. Geotechnical Report
 6. Meeting Minutes for all project team meetings attended by Architect
 7. All meeting minutes from outreach to authorities having jurisdiction and utility agencies.
 8. All electronic media generated by Architect associated with the development of the Bridging Documents – including but not limited to all CAD files, full Revit models, and 3D/elevation rendering files developed by Architect and all of its subconsultants. Architect shall perform/provide any file preparation and organization and file hosting services necessary to transmit these files. Consultant must provide any project deliverables in a format that is fully compliant with the Americans with Disabilities Act Web Content Accessibility Guidelines version 2.1, level AA guidelines, unless ACFD specifically authorizes a different format.
- G. BID FORM(S)
1. This RFSOQ does not have Bid Forms.
 2. Pricing/fees and hourly rates shall be submitted separately for the preceding Requirements and Deliverables/Reports. Pricing/fees will include detail for each phase and each discipline for:
 - a. New Fire Station No. 24
 - b. New Fire Station No. 26
 - c. Temporary Fire Station associated with new Fire Station No. 24
 - d. Optional Services (DBE Design & Construction Phase Support Services) detailed for each station
 3. See Exhibit A – Proposal Response Packet (FEES/HOURLY RATE SHEETS) for more information.
- H. PROPOSERS CONFERENCE(S)/VENDOR OUTREACH
1. The Proposers Conference(s) held on the date(s) specified in the Calendar of Events is a virtual online conference. Proposers are encouraged to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at:

[Join Microsoft TEAMS Meeting](#)
Meeting ID: 274 754 705 745 38
Passcode: Xx9Ys9p5

**Or call in (audio only): [+1 469-208-1516](tel:+14692081516)
Phone Conference ID: 579 575 87#**

2. Information regarding the RFSOQ will be presented during the conference(s). To get the best experience, the ACFD recommends that Proposers who participate use equipment with audio output such as speakers, headsets, or a telephone.
3. Proposers Conference(s) will be held to:
 - a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships to participate in the contract(s) that may result from this RFSOQ.
 - b. Provide an opportunity for Proposers to request clarification on this RFSOQ and ask specific questions about the project, goods, and services.
 - c. Provide the ACFD with an opportunity to receive feedback related to this RFSOQ.
4. The Proposers Conference(s) Attendees List will be released in a separate document.
5. Written questions submitted via email by the stated deadline will be addressed in a posted RFSOQ Questions and Answers (Q&A) following the Proposers Conference(s). Should there be a need to amend or revise the RFSOQ, an Addendum will be issued. Any verbal statements, including at any Proposers Conference(s) are not binding. Only the written documents will be binding.
6. Questions regarding these specifications, terms, and conditions are to be submitted in writing via email by 5:00 p.m. on the date specified in the Calendar of Events to:

Lynn Kozma, Procurement & Contracts Specialist II
Alameda County Fire Department Procurement
Email: Lynn.Kozma@alamedacountyfire.gov
7. Attendance at the Proposers Conference(s) and Vendor Outreach are highly recommended but are not mandatory to further facilitate subcontracting relationships. Vendors who attend the Proposers Conference(s) will be added to the Vendor Bid List.

II. COUNTY PROCEDURES, TERMS, AND CONDITIONS

I. EVALUATION CRITERIA / SELECTION COMMITTEE

1. **Initial Evaluation (Completeness of Response and Debarment and Suspension).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.
2. **Evaluation by County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC). The CSC may be composed of ACFD staff and other parties that may have expertise or experience related to the goods or services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFSOQ. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.
3. **Unrealistic Proposals.** Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical knowledge or indicative of a failure to comprehend the complexity and risk of the ACFD's requirements as set forth in this RFSOQ.
4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
6. **Evaluation Scores.** Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.
7. **Shortlist Process:** The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Proposers that will continue to the final stage of optional vendor interviews and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references and optional vendor interview. The five (5) Proposers receiving the highest preliminary scores and with at least 200 points may advance to the next evaluation phase. All other Proposers will be deemed eliminated from the process. All Proposers will be notified of the

shortlist participants; however, the preliminary scores at that time will not be communicated to Proposers.

8. **Reference Checks.** The ACFD reserves the right to conduct reference check(s) on all Proposers who submitted a proposal. The CSC will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.
9. **Optional Vendor Interviews.** The ACFD may, in its sole discretion, conduct vendor interviews. Should the ACFD opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Proposers' proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.
10. **Final Score.** The final maximum score for any procurement is 550 points, including the possible 50 points for local and small, local and emerging, or local preference points (maximum 10% of the final score; derived from 5% for *local* preference and 5% for either *Small and Local* or *Emerging and Local* preference). Proposals will be ranked by their final scores.
 - a. *Without Vendor Interview.* In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the reference score added will be the final score.
 - b. *With Vendor Interview.* In procurements where there are vendor interviews, the CSC will consider the interview and may adjust the scores received by the evaluation of the written proposal which, with the reference scores added, will be the final score.
11. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the ACFD Procurement department only. Proposers must neither contact nor lobby CSC during the evaluation process. Attempts by Proposers to contact and/or influence members of the CSC may result in disqualification of Proposers.
12. **Determining Award.** As a result of this RFSOQ, ACFD intends to award a contract to the highest-ranked responsible Proposer(s) as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFSOQ and whose proposal presents the greatest value to ACFD considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the ACFD. ACFD may award a contract of higher qualitative competence over the lowest priced response.
13. The zero to five-point scale range is defined as follows:

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

14. The Evaluation Criteria and their respective weights are as follows:

Evaluation Criteria	Weight
<p>A. Completeness of Response: Responses to this RFSOQ must be complete. Responses that do not include the RFSOQ content requirements identified within this RFSOQ and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p> <p>For a Response to be considered complete, Proposer must accurately complete, sign, and include the SLEB Information Sheet (found in Exhibit A – Proposal Response Packet). RFSOQ Responses that do not meet the County’s SLEB Program requirements may be considered incomplete and rejected.</p> <p>RFSOQ Responses that are rated a Fail and are not considered, may be picked up at the delivery location within fourteen (14) calendar days after the contract award date.</p>	Pass/Fail
<p>Debarment and Suspension: Proposers, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at www.sam.gov/SAM/.</p>	Pass/Fail
<p>B. Understanding of the Scope of Work</p> <ol style="list-style-type: none"> 1. How well does the Proposer demonstrate understanding of the Design and Bridging Document development? 2. How well does the Proposer demonstrate understanding of the process of Design Build procurement for the delivery of fire stations and public buildings? 	15 Points
<p>C. Scope of Services and Deliverables to be provided:</p> <p><u>Services proposed to be provided (30 points):</u></p> <ol style="list-style-type: none"> 1. How appropriate is Proposer’s proposed scope of services and implementation plan for all phases of the work? How well does the Proposer’s scope address all known project needs and timeframes set forth in the requirements? <p><u>Project Deliverables (10 points):</u></p> <ol style="list-style-type: none"> 1. How appropriate are the Proposer’s deliverables to the schedule and scope set forth in the requirements? <p><u>Design to Budget/Cost Control Methodology (10 Points):</u></p> <ol style="list-style-type: none"> 1. How well does the Proposer describe/detail its system or process for controlling cost and designing to budget? 2. How well does the Proposer evidence successful cost control and designing to budget for a similar project(s)? 	50 Points

	Evaluation Criteria	Weight
D.	<p>Organization and Management Approach:</p> <p><u>Roles and Organization of Proposed Team (10 Points):</u></p> <ol style="list-style-type: none"> 1. How appropriate is the composition and experience of Team members in the design of fire stations and development of bridging documents of fire stations and public buildings within the past five to seven years? 2. How well does the Proposer and its Team leadership describe its understanding of the nature of public sector work, design build procurement process, and its decision making process? 3. How well does the Proposer compose a Team that has adequate and appropriate disciplines and staffing for the requested scope of work and timeline? 4. Have some or all of Team members previously worked together on similar project(s), and how extensive and appropriate is the experience of working together? <p><u>Project and Design Management Approach (10 Points):</u></p> <ol style="list-style-type: none"> 1. In regards to the Team’s leader, how relevant is that person’s relevant fire station project experience, bridging document development experience, design build project experience and design management experience? <ol style="list-style-type: none"> a. How well is this person's time appropriately committed to the project? 2. How well does the Team structure provides adequate capability to perform both volume and quality of needed work within the timeline? 3. How well does the Proposer describes its approach and demonstrate success in managing design schedule? <p><u>Roles of Key Individuals on the Team (10 Points):</u></p> <ol style="list-style-type: none"> 1. How relevant is the experience of proposed Team members, as demonstrated by enclosed résumés, to their roles in the project? 2. How appropriate is the staffing of key positions require to execute the project Team’s responsibilities. 	30 Points
E.	<p>References:</p> <p>Proposer shall submit a minimum of three (3) references for public projects. Reference sheets must include the full contact details for each individual, the dates of service, services provided, the project type, and project value.</p>	5 Points

Evaluation Criteria		Weight
F.	<p>Vendor Interview</p> <p>Should the ACFD opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Proposer’s proposal. Whether or not a shortlist process is used, the scores of any evaluation criterion above may be revised or informed based on the vendor interview.</p>	<p>Vendor Interview may be used to revise / inform scores of criteria above</p>
SMALL LOCAL EMERGING BUSINESS PREFERENCE		
	<p>Local Preference: Points equaling five percent of the Proposer’s total score, for the above Evaluation Criteria, will be added. This will be the Proposer’s <u>final score</u> for purposes of award evaluation.</p>	5%
	<p>Small and Local or Emerging and Local Preference: Points equaling five percent of the Proposer’s total score, for the above Evaluation Criteria, will be added. This will be the Proposer’s <u>final score</u> for purposes of award evaluation.</p>	5%

J. CONTRACT EVALUATION AND ASSESSMENT

1. During the initial 120-day period of any contract awarded, ACFD may review the proposal, the contract, any goods or services provided, and/or meet with the Consultant to identify any issues or potential problems.
2. ACFD reserves the right to determine, at its sole discretion, whether:
 - a. The Consultant has complied with all terms of this RFSOQ and the contract; and
 - b. Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the ACFD requirements.
3. If, as a result of such determination, ACFD concludes that it is not satisfied with the Consultant’s performance under any awarded contract and/or Consultant’s goods and services as contracted for therein, the Consultant may be notified that the contract is being terminated. The Consultant must be responsible for returning ACFD facilities to their original state at no charge to the County or ACFD. ACFD will have the right to invite the next qualified Proposer(s) to enter into a contract. The ACFD also reserves the right to rebid this project if it is determined to be in its best interest to do so. ACFD’s right to go to the next qualified Proposer(s) and/or rebid is not limited by the award of a contract or the 120-day period.

K. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFSOQ response evaluation period, all Proposers will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any, by ACFD Procurement. The document providing this notification is the Notice of Intent to Award/Non-Award.

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

- a. The name(s) of the Proposer(s) being recommended for contract award; and
 - b. The names of all other parties that submitted proposals.
2. The submitted proposals will be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be considered by the Board of Directors/Supervisors.

L. PROPOSAL PROTEST / APPEALS PROCESS

The County of Alameda 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 Proposers wish to protest the Proposal process or appeal the recommendation to award a contract once the Notices of Intent to Award/Non-Award have been issued. Proposal protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

1. Any Proposal protest must be submitted in writing by 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award, not the date received by the Proposer. The Proposal protest must be submitted to the office that has been designated for review of protests for this procurement (the Protest Evaluator). For this procurement, the Protest Evaluator is:

GSA—Office of Acquisition Policy
ATTN: Contract Compliance Officer
1401 Lakeside Drive, 10th Floor, Oakland, CA 94612
Email: GSA-BidProtests@acgov.org

A Proposal protest received after 5:00 p.m. is considered received as of the next calendar day. A protest received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award will not be considered under any circumstances by the Protest Evaluator or their designee.

Generally, the County will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.

- a. The Proposal 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, and telephone number of the person submitting the protest on behalf of the protesting party.
- d. The Contract Specialist will send a notification to Proposers if a protest is received.

2. The Protest Evaluator, or their designee, will review and evaluate the protest and issue a written decision. The Protest Evaluator may, at its discretion, do any of the following: investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Proposer and others (as appropriate) to discuss the protest. The decision on the Proposal protest must be final prior to the Board hearing.

A notification of the decision will be communicated by email and/or US Postal Service mail to the protestor. Notification will be provided to Proposers when a decision has been made on the protest and whether or not the recommendation to the Board of Directors/Supervisors in the Notice of Intent to Award/Non-Award will stand.

3. The decision on the Proposal protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: OCCR@acgov.org, unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Proposer whose Proposal is the subject of the protest, all Proposers affected by the Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Proposer. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.

- a. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
 - b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR must be limited to a review of the procurement process to determine if the contracting department materially erred in following the Proposal or, if applicable, County contracting policies or other laws and regulations.
 - c. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Proposer is prohibited from stating new grounds for a Proposal protest in its appeal.
 - d. The Auditor's Office may overturn the results of a Proposal process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County or ACFD staff managing or participating in the competitive Proposal process, regardless of timing or the contents of a Proposal protest.
 - e. The finding of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller's OCCR will be furnished to the protestor.
 - f. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Directors/Supervisors.
4. The procedures and time limits set forth in this section are mandatory and are each Proposer's sole and exclusive remedy in the event of a Proposal protest. A Proposer's failure to timely complete both the Proposal protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will constitute a waiver of any right to further pursue the Proposal protest, including filing a Government Code Claim or legal proceedings.

M. TERM / TERMINATION / RENEWAL

1. The contract term, which may be awarded pursuant to this RFSOQ, will be two (2) years.
 - a. By mutual agreement, any contract which may be awarded pursuant to this RFSOQ may be extended for an additional one year, for a maximum total of three years.
2. The ACFD has and reserves the right to suspend, terminate or abandon the execution of any work, services and/or providing of goods by the Consultant

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

N. QUANTITIES

Quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

O. PRICING

1. Proposer must submit the fees separately for the two (2) fire stations and one (1) temporary fire station and a rate sheet listing the hourly rate for all key personnel to: Alameda County Fire Administration Building, 6363 Clark Avenue, Dublin, CA 94568, attention: Lynn Kozma. The package must include (1) the pricing information in a sealed envelope and (2) a self-addressed larger envelope. The pricing envelope will not be opened by ACFD unless and until the ACFD enters into contract negotiations. All unopened pricing envelopes will be returned to bidders after successful contract negotiations have been completed.
2. The proposed fees must be divided and costs advised for each of the following phases by discipline:
 - a. Concept Design Phase
 - b. Schematic Design Phase
 - c. Bridging Document Phase
 - d. Optional Services (DBE Design & Construction Phase Support Services) detailed for each station
3. All prices quoted must be in United States dollars.
4. Price quotes must include any and all payment incentives available to the ACFD.
5. In the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension, and the Proposer must honor the unit price quoted.

6. Federal and State minimum wage laws apply. The County and ACFD have no requirements for living wages. The County and ACFD are not imposing any additional requirements regarding wages.
 7. Labor Compliance/Prevailing Wage: Consultant must determine if any work to be performed under any contract resulting from this RFSOQ requires Labor Compliance/Prevailing Wage.
 - a. Public works projects are subject to monitoring by the Department of Industrial Relations (DIR). All Consultants performing work on Public Works projects are required to be registered with the DIR. Valid DIR registration numbers for the firm and any lower-tier subcontractors the Consultants may hire to accomplish their portion of work must be supplied with the proposal. The Consultant and all subcontractors under the Consultant must pay all workers on all work performed pursuant to this contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the DIR, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the County, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the County or at www.dir.ca.gov.
 - b. All public works contracts valued at \$30,000 or more carry an obligation to hire apprentices, unless the craft or trade does not require the use of apprentices, as indicated in the corresponding prevailing wage determination. This duty applies to all Consultants and subcontractors on a project, even if their part of the project is less than \$30,000.
- P. AWARD
1. Most Responsive and Responsible Proposer(s)
 - a. The award will be made to the highest-ranked Proposer(s) who meet the requirements of these specifications, terms, and conditions.
 - b. Awards may also be made to the subsequent highest ranked Proposer(s) who will be called in order should the ACFD need to contract with another Proposer(s).
 - c. An award will be recommended for the Proposer(s) that submitted the proposal(s) that best serves the overall interests of the ACFD by attaining the highest overall point score. The award may not necessarily be made to the Proposer(s) with the lowest price.
 2. Small Local Emerging Business (SLEB) Program

- a. 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.
 - b. As a result of the County's commitment to advancing 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.** These requirements can be found online at:
 - (1) [Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm) [<http://acgov.org/auditor/sleb/overview.htm>]; and
 - (2) [Alameda County SLEB Program Additional Information](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/) [<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
 - c. For purposes of this procurement, applicable industries may include, but are not limited to, the following North American Industry Classification System (NAICS) Codes: 237990, 541310, 541320, and 541330.
 - d. 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 years required per SBA standards based on the small business's appropriate NAICS code.
 - e. An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.
 - f. If a Proposer is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over \$25,000.
 - g. If a Proposer is located within Alameda County, the County may provide a 5% local bid preference.
3. ACFD Rights
- a. and ACFD reserves the right to reject any or all responses that materially differ from any terms contained in this RFSOQ, including Exhibits and any Addendums, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Proposers 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 ACFD.

- b. Any Proposals that contain false or misleading information may be disqualified by the ACFD.
- c. ACFD reserves the right to award to a single or multiple Consultants.
- d. ACFD reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Proposer(s), during the term of the contract if it determines that additional Consultants are needed to supplement goods and/or services being provided.
- e. ACFD has the right to decline to award this contract or any part thereof for any reason.

4. Procedures

- a. Board of Directors/Supervisors approval to award a contract is required.
- b. A contract must be fully executed by the recommended awardee and the ACFD prior to any services and goods being provided or work being performed.
- c. Final Professional Services Agreement terms and conditions will be negotiated with the selected Proposer. Professional Services Agreement template is attached in Exhibit P.
- d. The RFSOQ specifications, terms, conditions, Exhibits, RFSOQ Addenda, and Proposer's proposal may be incorporated into and made a part of any contract that may be awarded as a result of this RFSOQ.

Q. METHOD OF ORDERING/CONTRACTING

- 1. A written Purchase Order (PO) will be issued after an executed Professional Services Agreement (Contract) and Board approval. If there is any conflict in terms of any PO and the executed Contract, the Contract will control, even if a PO is issued later. Payment cannot be made to any Consultant until a PO is issued.
- 2. POs and payments for goods and/or services will be issued only in the name of the Consultant, as identified on the contract.
- 3. The Consultant must adapt to changes to the method of ordering procedures as required by the ACFD during the term of the contract.
- 4. Amendments to the Professional Services Agreement shall be agreed upon by Consultant and ACFD and issued as needed in writing by ACFD.

R. INVOICING

1. Consultant shall invoice the requesting department unless otherwise advised, upon satisfactory receipt of goods and/or performance of services.
2. ACFD will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
3. ACFD will notify the Consultant of any adjustments or corrections that must be made to receive payment on an invoice.
4. Invoices submitted by the Consultant must contain the ACFD PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by ACFD.
5. Consultant must utilize a standardized invoice format upon request.
6. Invoices must be issued by, and payments made to, the Consultant who is awarded a contract.
7. ACFD will pay the Consultant, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. ACFD will not pay for goods and/or services in advance.
8. In the event the Consultant's performance and/or deliverable goods have been deemed unsatisfactory by a review committee, ACFD reserves the right to withhold future payments until the performance and/or deliverable goods are deemed satisfactory.

S. ACCOUNT MANAGER / SUPPORT STAFF

1. The Consultant must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFSOQ and any contract which may arise pursuant to this RFSOQ.
2. Consultant must also provide adequate, competent support staff that shall be able to service ACFD during normal working hours, Monday through Friday, or as otherwise identified in this RFSOQ. Such representative(s) must be knowledgeable about the contract, products, and/or services offered and able to identify and resolve quickly any issues, including but not limited to order and invoicing problems.
3. Consultant must provide a dedicated, competent account manager who shall be responsible for the ACFD account/contract and receive all orders. Consultant account manager shall be familiar with County and ACFD requirements and

standards, and work with the ACFD to ensure that established standards are adhered to. This includes keeping the ACFD Contract Administrator informed of department requests as needed.

III. INSTRUCTIONS TO PROPOSERS

T. CONTACTS

1. ACFD Procurement is managing the competitive process for this project. All contact during the competitive process is to be through the ACFD Procurement only. Any communication regarding this RFSOQ with other County and ACFD personnel may result in disqualification.
2. The evaluation phase of the competitive process shall begin upon receipt of sealed Proposals and continue until a contract has been awarded.
3. Contact Information for this RFSOQ:

Lynn Kozma, Procurement & Contracts Specialist 2
Alameda County Fire Department Procurement
Email: Lynn.Kozma@alamedacountyfire.gov
Phone: (925) 833-3473 x 1430
4. The [GSA Contracting Opportunities](#) website will be the official notification posting place of all Proposal documents related to this RFSOQ. Each Proposer is responsible for checking the website for any Addendums and other notices related to this RFSOQ. Go to [GSA Contracting Opportunities](#) or <https://gsa.acgov.org/do-business-with-us/contracting-opportunities/> to view the posting for this RFSOQ and other current contracting opportunities.

U. SUBMITTAL OF PROPOSALS

1. Document Submittal
 - a. All proposal documents must be completed. Please submit one (1) hard copy and one (1) electronic copy on a flash drive or similar, and deliver to:

Alameda County Fire Department
6363 Clark Avenue
Dublin, CA 94568
Attention: Lynn Kozma

BY 2:00 p.m. on the due date specified in the Calendar of Events. No email (electronic), or facsimile proposals will be considered.
 - b. The submitted proposal must conform to and include Exhibit A – Proposal Response Packet, as amended or revised by Addendum, including additional required documentation. **A Proposer may be disqualified if the**

most current version of Exhibit A, as revised and published through Addenda, is not used.

- c. In whole or in part, proposal responses are NOT to be marked confidential or proprietary. ACFD may refuse to consider any proposal or part thereof so marked. Proposals submitted in response to this RFSOQ may be subject to public disclosure, even if marked confidential or proprietary. shall not be liable in any way for disclosure of any such records. Please refer to the County's website at:

[Alameda County Proprietary and Confidential Information Policies](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/)

[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/)

- d. For the proposals to be considered complete, the Proposer **must** provide responses to all information requested in Exhibit A – Proposal Response Packet, as revised by any Addenda.

2. Submissions Processes

- a. All costs required for the preparation and submission of a proposal shall be borne by the Proposer.
- b. 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 or more of the provisions of California or other state's Corporations Code or an equivalent statute.
- c. The final award information will be posted on the County's "Contracting Opportunities" website.
- d. The ACFD reserves the right to reject any proposal.
- e. All Proposals shall remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the proposal documents.

3. Legal Requirements

- a. "In submitting a bid to a public purchasing body, the Proposer offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods,

materials, or services by the Proposer for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer". (California Government Code Section 4552).

- b. By submitting a proposal, the Proposer 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.), ACFD will be entitled to civil remedies set forth in the California False Claim Act. Such actions may also be considered fraud and subject to criminal prosecution.
- c. The Proposer, by submitting a proposal, certifies that it is, at the time of bidding, 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 RFSOQ and contract documents. Proposer further certifies that it is regularly engaged in the general class and type of work called for in the RFSOQ and contract documents.
- d. The Proposer, by submitting a proposal, certifies that it is not, at the time of bidding, 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).



EXHIBIT A

PROPOSAL RESPONSE PACKET

INSTRUCTIONS

1. Please read **EXHIBIT A – Proposal Response Packet** carefully; **INCOMPLETE PROPOSALS MAY BE REJECTED.** ACFD will not accept submissions or documentation after the Proposal response due date.
2. The Proposal must comply with all requirements contained in the RFSOQ. It is strongly recommended that Proposers verify and review all Addenda to confirm the use of the most current forms and provide all information requested.
3. The Proposal submission must conform to and include Exhibit A – Proposal Response Packet, as amended or revised by Addendum, including additional required documentation. **A Proposer may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
4. The following pages require confirmation, declaration, and /or a signature (✍). These must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Proposer. These pages must be included as part of the Proposer’s proposal.
 - a. Exhibit A – Proposal Response Packet, [Proposer Acceptance](#)
 - b. Exhibit A – Proposal Response Packet, [Debarment and Suspension Certification](#)
 - c. Exhibit A – Proposal Response Packet, [Small Local Emerging Business \(SLEB\) Information Sheet](#)
 - (1) [Must be signed by Proposer](#)
 - (2) [Must be signed by SLEB Partner](#) if subcontracting to a SLEB
5. Each page of the Proposal Response Packet must be with all required information included and documents attached; any pages of the Proposal Response Packet not applicable to the Proposers are to be submitted with such pages or items clearly marked “N/A” or the Proposal may be disqualified as incomplete.
6. Proposers must not modify the Proposal Response Packet or any other ACFD-provided document unless instructed to do so, or the Proposal may be disqualified.

7. Proposers must quote price(s) as specified in the RFSOQ, using the form(s) as amended or revised by any Addenda.
8. Any clarifications or exceptions to policies or specifications of this RFSOQ, including all Addenda and other documents must be submitted in the **Exceptions and Clarifications** form of the Proposal Response Packet.
9. Proposers must read all information and follow the instructions to Bidders.
10. **Proposal Format Guidelines:**
 - a. Proposal should be typed using a 12-point font size.
 - b. Proposal should be straightforward and concise. Emphasis should be concentrated on conforming to the RFSOQ instructions, responding to the RFSOQ requirements, and on providing a complete and clear description of the offer.
 - c. Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material (e.g., video presentations, etc.) beyond those sufficient to provide a complete, accurate, and reliable proposal.
11. Proposers who do not comply with the requirements and/or submit incomplete Proposal packages are subject to disqualification and their Proposals rejected.

Checklist

The proposal content is to be organized in the sections as follows including maximum page limits

- Cover Page
- Proposer Information (filled out)
- Proposer Acceptance (one box in Item 8 checked; last page signed and dated)
- Debarment and Suspension Certification (completed, signed, and dated)
- SLEB Information Sheet (completed, signed, and dated)
- Table of Contents
- Proposer Minimum Qualifications (no page limit; but only the minimum documentation necessary to confirm MQs should be included)
- Letter of Transmittal (2 pages)
- Narrative of Proposed Scope of Work and Deliverables (20 pages)
- Organizational Chart and Table of Key Personnel (3 pages, excluding résumés and CVs)
- Implementation Plan and Schedule (2 pages)
- References [3 pages: 1 page project summary per reference, excluding Reference Form]
- Exceptions and Clarifications form (completed, signed, and dated)



ALAMEDA COUNTY FIRE DEPARTMENT

EXHIBIT A

PROPOSAL RESPONSE PACKET

RFSOQ No. 25-04

**A/E Services (Bridging Documents)
for Alameda County Fire Stations 24
& 26**

PROPOSER INFORMATION

Legal Name of Proposer:					
Street Address Line 1:					
Street Address Line 2:					
City:		State:		Zip Code:	
Webpage:					

Type of Entity / Organizational Structure (check one):

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

Jurisdiction of Organizational Structure:	
Date of Organizational Structure:	
Federal Tax Identification Number:	
Alameda County Supplier Identification Number (if applicable):	
DIR Contractor Registration Number (if applicable):	

Primary Contact Information:

Name / Title:			
Telephone Number:		Alternate Number:	
Email Address:			

PROPOSER ACCEPTANCE

1. The undersigned declares that the procurement Proposal documents, including, without limitation, the RFSOQ, Q&A, Addenda, and Exhibits (the Proposal Documents), have been read and accepted.
2. The undersigned has reviewed the Proposal Documents and fully understands the requirements for this RFSOQ, including, but not limited to, general County requirements, and that each Proposer who is awarded a contract must be, in fact, a prime Consultant, not a subcontractor, to ACFD, and agrees that its Proposal, if accepted by ACFD, will be the basis for the Proposer to enter into a contract with ACFD in accordance with the intent of the Proposal Documents.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
 - a. **[General Requirements](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)
 - b. **[Debarment & Suspension Policy](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)
 - c. **[Iran Contracting Act \(ICA\) of 2010](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)
 - d. **[General Environmental Requirements](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)
 - e. **[Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm)**
[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)
 - f. **[Alameda County SLEB Program Additional Information](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)**
[\[https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/\]](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)
 - g. **[First Source](http://acgov.org/auditor/sleb/sourceprogram.htm)**
[\[http://acgov.org/auditor/sleb/sourceprogram.htm\]](http://acgov.org/auditor/sleb/sourceprogram.htm)
 - h. **[Online Contract Compliance System](http://acgov.org/auditor/sleb/elation.htm)**
[\[http://acgov.org/auditor/sleb/elation.htm\]](http://acgov.org/auditor/sleb/elation.htm)
4. The undersigned acknowledges that Proposer is and will remain 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 RFSOQ and any contract that is awarded.

5. The undersigned acknowledges that it is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions of the RFSOQ and, if applicable, the site condition. By the submission of a Proposal, the Proposer certifies that if awarded a contract, they will make no claim against ACFD based upon ignorance of conditions or misunderstanding of the specifications.
6. The undersigned acknowledges that Proposer has accurately completed the SLEB Information Sheet.
7. Proposer agrees to hold the Alameda County Fire Department and the County of Alameda, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary rights, secret process, patented, or unpatented invention, article or appliance furnished or used in connection with Proposal and/or any resulted contract or purchase order.
8. The undersigned acknowledges **ONE** of the following (please check only one box):

Proposer is not local to Alameda County and is ineligible for any bid preference.

-OR-

Proposer is a certified SLEB and is requesting 10% bid preference; (Proposer must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)).

-OR-

- Proposer 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 months of business residency, identifying the name of the Proposer and the local address. Example of proof includes but are not limited to utility bills, deeds of trusts or lease agreements, etc., which are acceptable verification documents to prove residency.

9. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Proposer Acceptance in their authorized capacity and that by their signature on this Proposer Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Proposer Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

SIGNATURE:  _____

Name/Title of Authorized Signer: _____

Dated this _____ day of _____ 20____

DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS \$25,000 AND OVER)

The Proposer, under penalty of perjury, certifies that, except as noted below, Proposer, 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. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of the award but will be considered in determining Consultant responsibility.

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 the signature of this Certification.

PROPOSER: _____		
PRINCIPAL: _____	TITLE: _____	

SIGNATURE:  _____ **DATE:** _____

SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET

Instructions: On the following page is the **SLEB Information Sheet**. Every Proposer must complete and submit a signed SLEB Information Sheet indicating their SLEB certification status. If the Proposer is not certified, the information sheet must be completed with the name, identification information, and goods/services to be provided by the CERTIFIED SLEB partner(s) with whom the Proposer will subcontract to meet the County SLEB participation requirement. The Exhibit must be signed by EACH of the named CERTIFIED SLEB(s) that will be subcontractors.

SLEB certification must be **valid** at the time of Proposal submittal for SLEB primes and SLEB subcontractor(s).

- For SLEB Subcontracting Questions: Please contact the General Services Agency - Office of Acquisition Policy, GSA.OAP@acgov.org.
- For questions/information regarding SLEB certification, including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit, OCCR@acgov.org, (510) 891-5500.

SLEB INFORMATION SHEET

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFSOQ, all Proposers must complete this form.

Proposers that are not certified SLEBs (for the definition of a SLEB, see [Alameda County SLEB Program Overview; http://acgov.org/auditor/sleb/overview.htm](http://acgov.org/auditor/sleb/overview.htm)) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be eligible for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. A copy of this form must be submitted for each SLEB that the Proposer will subcontract with as evidence of a firm contractual commitment to meeting the SLEB participation requirement.

Proposers 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 economical, 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, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

County departments, prime, and subcontractors are required to use the web-based Elation Systems to monitor SLEB subcontractor compliance with [Elation Systems; \[http://www.elationsys.com/elationsys/\]](http://www.elationsys.com/elationsys/).

PROPOSER IS A CERTIFIED SLEB (sign at bottom of page)

SLEB PROPOSER Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

NAICS Codes Included in Certification: _____

OR

PROPOSER IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT ____% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES: _____

SLEB Subcontractor Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

SLEB Certification Status: Small / Emerging

NAICS Codes Included in Certification: _____


SLEB Subcontractor Principal Name: _____

SLEB Subcontractor Principal Signature:  _____

Upon award, Proposer (the Prime Contractor) and all SLEB subcontractors 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.

Proposer Printed Name/Title: _____

Street Address: _____ City: _____ State: _____ Zip Code: _____

Proposer Signature:  _____ Date: _____

LEVINE ACT DECLARATION

LEVINE ACT STATEMENT — PARTY DISCLOSURE FORM

1. The Levine Act. California Government Code Section 84308, commonly referred to as the “Levine Act,” precludes an elected officer of a local government agency from participating in a proceeding involving a license, permit, or other entitlement for use if the official receives political contributions totaling more than \$500 in the 12-months preceding the pendency of the matter, and for 12-months following the final decision, from a party or a participant in the proceeding.

2. Who is Covered. These prohibitions also apply to the party and participant’s agents, and if the party or participant is a closely held corporation, partnership, sole proprietorship, or other entity, to the majority shareholder or majority investor.

For the Alameda County Fire Department, the directly elected officers subject to the Levine Act are the members of the board of supervisors, who act as the Fire Department board of directors. The list of individuals currently holding these offices is available on the County of Alameda website at <http://www.acgov.org/>

3. Definitions. A “party” is defined in the Levine Act as any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use. (Gov’t Code Section 84308(a)(1).)

A “license, permit, or other entitlement for use” means all business, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises. (Gov’t Code Section 84308(a)(5).)

4. The Levine Act applies to this procurement and the resulting contract with the Alameda County Fire Department. Submitting a bid for this procurement triggers your obligation (as a party) to disclose political contributions made to Alameda County Fire Department elected officials.

5. Disclosure. The Levine Act requires a party to a proceeding to disclose on the record of the proceeding any contributions totaling more than \$500 within the preceding 12-months they or their agent made to an officer. (Gov’t Code Section 84308(e)(1).) Contributions by the party’s agent are not aggregated with contributions by the party for purposes of determining whether the party’s contributions have exceeded \$500. (Gov. Code, § 84308(g).) The Levine Act prohibits a party to a proceeding from contributing more than \$500 to any officer of the local agency during the proceeding and for 12-months after the date a final decision is rendered by the agency. (Gov’t Code Section 84308(e)(2).) An agent to a party or participant shall not make a contribution of any amount during those time periods.

With this general information, please respond to the following question:

Have you or your company, or an agent on behalf of you or your company, made political contributions of more than \$500 to any Alameda County Fire Department elected officer in the 12 months preceding the date you submitted your bid for this procurement?

Yes _____

No _____

If you answered yes, for each contribution you must provide the name the party or other person making the contribution, if any, the name of each recipient of the contribution, the amount of the contribution, and the date the contribution was made. Attach additional pages if necessary.

You must refresh this disclosure statement if, following the initial filing, the contributions you or your agent made in the 12 months before the decision exceed a total of \$500.

You or your agent must file a supplemental disclosure if your agent makes an appearance before or communicates with the agency subsequent to your initial disclosure. If so, you or your agent must disclose the agent's identity on the date of the agent's first appearance before or communication with the agency following your disclosure. (2 CCR Section 18438.8, subd.(c).)

This form and refreshed versions of this form must be filed with your bid and for each subsequent contribution by email to : Lynn Kozma at Lynn.Kozma@alamedacountyfire.gov.

Authorized Signature

Date

Name

Title

Company Name

Party or Company Address

TABLE OF CONTENTS

Instructions: Proposer is to remove this page and replace it with a **Table of Contents** listing the individual sections of the proposal and their corresponding page numbers. The page(s) inserted are to be clearly marked *Table of Contents*.

PROPOSER MINIMUM QUALIFICATIONS

Instructions: Proposer must respond and/or provide support documentation that fulfills all the minimum qualifications as identified in the RFSOQ documents. At minimum, Proposer must include supporting documentation for the following:

1. Documentation that Proposer has been regularly and continuously engaged in the business of providing architectural and engineering services for at least five (5) years.
2. Documentation proving that the Proposer is a duly registered architect in California (“Architect”) including license number.

Suggested Maximum Length: None

LETTER OF TRANSMITTAL

Instructions: Proposer is to remove this page and replace it with a **Letter of Transmittal**. The letter shall include a description of Proposer's capabilities and approach in providing its services to the ACFD and provide a brief synopsis of the highlights of its proposal and overall benefits to the ACFD. The page(s) inserted shall be clearly marked *Letter of Transmittal*.

Suggested Maximum Length: 2 pages

FEES/HOURLY RATE SHEETS

Instructions: Proposers that are invited to the vendor interview stage must mail or deliver the rate sheet five (5) days before the vendor interview/presentation to: Alameda County Fire Administration Building, 6363 Clark Avenue, Dublin, CA 94568, Attention: Lynn Kozma. The package must include (1) the pricing information in a sealed envelope and (2) a self-addressed larger envelope. The pricing envelope will not be opened by ACFD unless and until the ACFD enters into contract negotiations. All unopened pricing envelopes will be returned to bidders after successful contract negotiations have been completed. Proposer will be required to submit the pricing/fees and hourly rates separately for all services requested in this RFSOQ, including but not limited to Specific Requirements, Design Phase Requirements, Example Fire Station Program and Estimated New Station Budget, and Deliverables/Reports. Pricing/fees will include detail for each phase and each discipline for:

1. New Fire Station No. 24
2. New Fire Station No. 26
3. Temporary Fire Station associated with new Fire Station No. 24
4. Optional Services (DBE Design & Construction Phase Support Services) detailed for each station

Suggested Maximum Length: None

NARRATIVE OF PROPOSED SCOPE OF WORK AND DELIVERABLES

Instructions: Please keep and include this page as part of your Proposal response.

This section shall describe the Proposers approach to providing all services requested in this RFSOQ, including but not limited to Specific Requirements, Design Phase Requirements, Example Fire Station Program and Estimated New Station Budget, and Deliverables/Reports. Following this page, Proposer is to provide a narrative of proposed scope of work and deliverables that includes, but is not limited to, the following:

1. Capabilities and Capacity. Describe in-house capacity to perform the work identified in this RFSOQ keeping in mind that the scope of work for all the fire stations will be happening in parallel. Your response must describe the in-house staffing and consultants staffing approaches to meet the schedule and technical expertise that you will provide to the ACFD.
2. Design Management Software. Describe any Design Development & Management software your team will use for this project for design team coordination, collaboration, and to assist the ACFD with producing a set of bridging documents that meets the ACFD's project requirements.
3. Ability to Design to Budget and Control Costs. Describe your approach to designing to budget. Include the following:
 - a. Describe cost control methods utilized during the design phase.
 - b. Describe your methodology for working with the ACFD and their consultants to control cost.
4. Ability to Meet Schedules. Describe how you will develop and update the design schedule. Describe your approach to maintaining your design schedule as completing the design documents within the time frame is critical.
5. Quality Assurance and Quality Control. Describe your quality assurance and quality control program for the design process. Explain the methods used to ensure quality control during the design phases of the program.
6. Ability to work with Public Agencies. Describe your approach to working with ACFD in developing the project document and obtaining necessary review and approval from the local jurisdiction.
7. Ability to Resolve Problems. Describe potential challenges in providing the scope of services and your approaches to address those challenges
8. Environmental Sustainability. Describe you and your consultant teams experience with sustainability measures and familiarity and experience with third-party rating system such as LEED.

Suggested Maximum Length: Maximum 20 pages

ORGANIZATIONAL CHART AND TABLE OF KEY PERSONNEL

Instructions: Please keep and include this page as part of your Proposal response.

Following this page, Proposer shall demonstrate relevant experience of the team as follows:

1. **Organizational Chart.** Provide an organization chart showing the organization of all key personnel and description of responsibilities.
 - a. In addition to the chart, Proposer is to provide a complete résumé or curriculum vitae for each person listed in the Organization Chart.

Maximum length for each résumé or curriculum vitae is 2 pages. Résumé and curriculum vitae are subject to public disclosure and all contract information should be business related (not personal or home use).
2. **Table of Key Personnel.** This table shall include all key personnel associated with the RFSOQ and must include the following information for each key person:
 - a. The person's relationship with Proposer, including job title and years of employment with Proposer;
 - b. Work contact information including, but not limited to, the following: work address, office telephone number, mobile work number, and e-mail address; and
 - c. The role that the person will play in connection with the RFSOQ and scope of work.

NOTE: Key members, especially the Project Manager/Lead Architect, shall have significant and demonstrated experience and should be committed to staying with the project for the duration of the contract term.

Suggested Maximum Length: 3 Pages (not including résumés and/or CVs)

IMPLEMENTATION PLAN AND SCHEDULE

Instructions: Please keep and include this page as part of your Proposal response.

In conjunction with the *Narrative of Proposed Scope of Work and Deliverables* and *Organizational Chart and Table of Key Personnel*, Proposer must include an *Implementation Plan and Schedule* that specifically addresses the following:

1. Implementation Plan. Describe the process for providing the services outlined in the RFSOQ. Include preliminary design schedule from Start of Contract for each fire station.
2. A timeline of project goals, measurable outcomes, and benchmark activities related to the provision of required services—as well as the key personnel assigned to each.
3. The *Implementation Plan and Schedule* should provide a clear picture of what the ACFD can expect, and when to expect it, upon starting the contract.

Suggested Maximum Length: 2 pages

REFERENCES

Instructions: On the following pages are the templates that Proposers must use to provide references. Proposers are to provide a list of **three** references for public projects, including fire stations, that are of similar scope, volume, and requirements to those outlined in this RFSOQ. Reference sheets must include the full contact details for each individual, the dates of service, services provided, and the project type and project value.

For each reference, Proposer is to include a project summary. The summary is to be no more than one (1) page. References must be satisfactory as deemed solely by the ACFD.

Proposers must verify that the contact information for all references provided is current and valid. If a reference cannot be contacted it may affect the qualification and scoring of Proposer's submission.

Proposers are strongly encouraged to notify all references that the GSA may be contacting them to obtain a reference.

ACFD may contact some or all of the references provided in order to determine Proposer's performance record on work similar to that described in this request. ACFD 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.

NOTE: Proposers should not list the ACFD (requesting services/goods) as part of the references.

REFERENCE FORM

Proposer Name: _____

REFERENCE #1	
Organization Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Project Type:	Project Value: \$
Dates of Service:	
Description of Services Provided:	

REFERENCE #2	
Organization Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Project Type:	Project Value: \$
Dates of Service:	
Description of Services Provided:	

REFERENCE #3	
Organization Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Project Type:	Project Value: \$
Dates of Service:	

Description of Services Provided:

EXCEPTIONS AND CLARIFICATIONS

Instructions: Proposers must use the **Exceptions and Clarifications** form to identify and list below any and all exceptions and/or clarifications to the RFSOQ and associated Proposal Documents and submit them with the Proposal.

THE ACFD IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS AND CLARIFICATIONS; ANY SUCH EXCEPTIONS AND CLARIFICATIONS MAY BE A BASIS FOR PROPOSAL DISQUALIFICATION.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Proposer takes exception to...</i>

*Use additional pages as necessary

INSURANCE REQUIREMENTS

Instructions: Insurance certificates are not required at the time of submission; however, by signing the Proposal Response Packet and submitting a Proposal, the Proposer agrees to meet the minimum insurance requirements and provide any documentation requested by County and/or ACFD upon request.

Insurance documentation must be provided to the County and ACFD before award and include an insurance certificate and additional insured certificate, naming ACFD, which meets the minimum insurance requirements, as stated in the RFSOQ.

The following page contains the minimum insurance limits required by ACFD to be held by the Consultant performing on a contract issued from this RFSOQ:

**SEE NEXT PAGE FOR
MINIMUM INSURANCE REQUIREMENTS**

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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 when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$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:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
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 and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. 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 an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable 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. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County.
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.
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:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

ACFD Fire Station 7 Owner Preliminary Space Requirement document - provided for bidders' reference

FINAL

**ALAMEDA COUNTY FIRE STATION #7 - CASTRO VALLEY
Preliminary Space Requirements (PSR)**

**GENERAL DESCRIPTION: 4 BEDROOMS, 2 DEDICATED LOCKER/BATHROOM SUITES, 1 SHARED LOCKER/BATHROOM SUITE, 2
DRIVETHROUGH APPARATUS BAYS**

8/16/23

Series	Department	2023	
		Personnel	NSF
100	STATION ADMIN AREA	3	336
200	APPARATUS & APPARATUS SUPPORT	0	2,430
300	STAFF SUPPORT	1	2,480
400	BUILDING SUPPORT	0	614

Total Personnel/NSF	4	5,860
Departmental Circulation		995
Departmental Gross SF (DGSF)		6,855
Building Spaces/Circulation (15%)		1,028
Building Gross SF (BGSF)		7,883

500 Parking & Site Requirements	
Site Requirements for Programmed Operational Spaces	6230
Total Site Requirements	6230
Parking	
Personal Vehicles	8
Department Vehicles	0
Visitor Vehicles: 2 for Public, 1 ADA Van	3
Total Parking	11

Notes:

Abbreviations

PO	Private Office
SO	Shared Office
SWS	Shared Workstation
WS	Workstation

Name Title Date

Reviewed and Approved by ACFD for Basis of Design

STATION 7 FIRE SAFE REGULATIONS AND WILDLIFE URBAN INTERFACE (WUI) COMPLIANCE

Station 7 is located in a State Responsibility Area (SRA) serviced by CalFire. In a SRA, all levels of wild fire hazard severity including Station 7 shall comply with California Code of Regulations (CCR) Title 14 and WUI standards per Chapter 7A of the 2022 CBC. Review Title 14 1270 SRA/VHFHSZ Fire Safe Regulations for further requirements.

Preliminary Space Requirements

Alameda County Fire Station #7 - Castro Valley

STATION ADMIN AREA		2023						Series 100	Remarks
		Circ	Type	REC NSF	Unit	Staff	Total NSF		
Personnel									
Private Offices									
101	Captain's Office	25%	PO	100	1	1	100	Desk, 2 max visitors, minimal filing storage. Provide privacy for professional conversations	
	Subtotal				1	1	100		
	Circulation						25		
	Subtotal Private Office						125		
Workstations									
102	Firefighters / Watch Office	35%	SWS	64	1	2	64	1 @ 64 NSF each included in Watch Office area. Log Book located here. Printer. File cabinet.	
	Subtotal					2	64		
	Circulation						22		
	Subtotal Workstations						86		
	Total Personnel Spaces					3			
Departmental Spaces									
104	Public Entry Lobby	35%		80	1		80		
105	Public Restroom	35%		80	1		80	At Public Lobby, 1 Unisex. ADA, commercial flushometer toilet, metered faucet. Include urinal.	
106	Training Materials Cabinet	35%		12	1		12		
107	Mailbox	35%		0	1		0	For interdepartmental mail. Cabinet and mail slots. Locate on wall above Ref. #102 firefighters / Watch Office	
108	Courier In/Out	35%		0	1		0	Supplies that are delivered/picked-up. At Ref. #102 firefighters / Watch Office	
	Subtotal						172		
	Circulation						60		
	Subtotal Departmental Spaces						232		
	Series NSF						336		
	Series Circ						108		
	Series Total					3	444		

Preliminary Space Requirements

Alameda County Fire Station #7 - Castro Valley

APPARATUS & APPARATUS SUPPORT		2023						Series 200
		Circ	Type	REC NSF	Unit	Staff	Total NSF	Remarks
Departmental Spaces								
201	Apparatus Bays	0%		810	2		1620	Confirm App Bays 18'x 45' prototypical app bay dimension. 42' deep bays out-to-out were discussed and No change. Clearance is required for bifold doors. Overhead clearance inside Bays for tilt-up cabs is not a hard requirement. Maintenance typical occurs outside. Bi-fold doors for egress. Include external antenna
Apparatus Support								
202	Turnout Room	25%		300	1		300	21 lockers total. 2 - 24" W lockers per firefighter, 3 shifts + 3 rovers. Concrete floor and floor drain. Two (2) drying rack areas with floor drain and mechanical ventilation.
203	Extractor	25%		40	1		40	Locate within turnout room. Include floor sink.
204	EMS Clean-up Alcove	25%		40	1		40	Combine with Decon
205	EMS Supply Storage	25%		40	1		40	Full height metal storage cabinets, many outlets for heart monitoring battery packs, iPad docking. Niche in App Bay
206	App Bay Refrigeration Alcove	25%		10	1		10	
207	Hose Storage	25%		40	0		0	No longer required for FD operations
208	Decontamination	25%		90	1		90	Washing machine, emergency shower, decon sink, eye wash
209	Workshop	25%		200	1		200	Include vice on workbench. Include fire extinguisher storage.
210	Radio Response /Map Alcove	25%		30	1		30	Printer, point-of-attack adjacent to drivers side door of engine, direct access from all areas of building. Adjacent to driver's side of rig in apparatus bay
211	Fire Extinguisher Program Storage	25%		0	1		0	Store fire extinguishers in 209 Workshop
212	Compressor	25%		60	1		60	220 volt, multiple fittings, in apparatus bays. Locate compressor adjacent to 209 Workshop. Lead to cord reels in middle of app bays. Min. 200 psi.
	Subtotal						2430	
	Circulation						203	
	Subtotal Departmental Spaces						2633	
	Series NSF						2430	
	Series Circ						203	
	Series Total					0	2633	
Parking & Site Requirements								
	Personal Vehicles							
	Department Vehicles							Bay 1: Type 1 Engine Bay 2: Type 3 Engine
	Visitor Vehicles							
	Total Parking					0		

Preliminary Space Requirements

Alameda County Fire Station #7 - Castro Valley

STAFF SUPPORT		2023						Series 300
		Circ	Type	REC NSF	Unit	Staff	Total NSF	Remarks
	Personnel							
	Workstations							
301	Hoteling Workstation	35%	SWS	36	1	1	36	Shared workstation within Dayroom
	Subtotal				1	1	36	
	Circulation						13	
	Subtotal Workstations						49	
	Building Spaces							
302	Day Room	25%		250	1		250	Four lounge chairs. No ceiling fans. Dayroom TV is used as monitor for training. Prefer one large room combined with Kitchen & Dining.
303	Kitchen	25%		250	1		250	Three refrigerators, water bottle filler, gas range preferred, single basin sink, touch faucet controls.
304	Dining	25%		250	1		250	Provide whiteboard and power and data outlets for a 55" monitor on an articulating arm, with small CPU (furnished by Owner) at the table area for training use
305	Sleep Rooms	25%		108	4		432	One bed, one desk. Window position sensors, insect screens, volume dials for alert system. Individual controls for HVAC system. Home run a cat 5 cable to each sleep room. Cabinet with three shelves to store off duty bedding.
306	Sleep Room Bathrooms	25%		100	3		300	One bathroom per Locker Suite. Includes toilet (3). No urinals for FS 07 single accommodation restrooms.
307	Laundry	25%		80	1		80	One washing machine, one dryer, one laundry sink. Locate along hallway
308	Physical Training Room	25%		600	1		600	To be verified with equipment list.
309	Personnel Lockers Suite	25%		85	3		255	One dedicated locker suite per Bedroom for 2 rooms. One shared locker suite for 2 other Bedrooms. Two lockers per shift (6 lockers per sleep room). 24 - 24' wide lockers, total. 3 lockers acceptable for fourth
310	General Pantry Storage	25%		0	0		0	Pantry storage for perishables for 9 persons, solid wood cabinets, heavy duty self closing hinges.
311	Day-to-Day Pantry Storage	25%		9	3		27	Immediately adjacent to kitchen
312	Sauna	25%		0	1		0	Not included
	Subtotal						2444	
	Circulation						611	
	Subtotal Departmental Spaces						3055	
	Series NSF						2480	
	Series Circ						624	
	Series Total					1	3104	

Preliminary Space Requirements

Alameda County Fire Station #7 - Castro Valley

BUILDING SUPPORT		2023					Series 400	
		Circ	Type	REC NSF	Unit	Staff	Total NSF	Remarks
Building Spaces								
401	IT / Communications Room	10%		100	1		100	
402	Electrical Room & PV	10%		200	1		200	Allow space for solar PV system equipment and invertor
403	Mechanical Room	10%		150	1		150	Locate fire riser in Mech Room
404	Water Heater	10%		20	1		20	Discuss on-demand vs. conventional; if conventional, provide recirculating pump for speed.
405	Janitor Closet	10%		64	1		64	
406	Building Storage	10%		80	1		80	
	Subtotal						614	
	Circulation						61	
	Subtotal Departmental Spaces						675	
	Series NSF						614	
	Series Circ						61	
	Series Total					0	675	

Preliminary Space Requirements

Alameda County Fire Station #7 - Castro Valley

SITE EXTERIOR		2023						Series 500
		Circ	Type	REC NSF	Unit	Staff	Total NSF	Remarks
Parking								
	Personal Vehicles				8			Shift change for 4 staff (3 crew + 1 temp) x 2 = 8. 10'x20' stalls preferred
	Department Vehicles							See App Bay and Future App Storage Facility
	Visitor Vehicles				3			2 for Public, one for ADA Van. 10'x20' stalls preferred
	Total Parking				11			4 EV chargers, level 2. Vehicles will park for 48 hours and level 3 superchargers not required
Site Requirements								
501	Training Area			200	1		200	With (1) wall +/- 20' in height, reinforced for ladder throws.
502	Ingress Apron			720	2		1440	May reduce depending on number of drive-through bays. Prefer 90 degree drive-through access.
503	Egress Apron			720	2		1440	Warning lights.
504	Outdoor Fitness Area			200	1		200	Adjacent to Physical Training Room
505	Barbeque Area			100	1		100	Adjacent to Kitchen
506	Vehicle Fueling Station			250	1		250	1,000 Gallon Above Ground Fuel Tank
507	Emergency Generator			300	1		300	Acoustically isolate from sleep rooms
508	Propane Tank			0	0		0	Plumbed gas to BBQ. Separate Propane Tank not required
509	Trash Area			40	1		40	Provide dumpster, not trash bins
510	Recycling Area			80	1		80	
511	Fire Hydrant			20	1		20	Locate in secure, non-public side of site
512	Storm Water Treatment Area				1		0	4% of Site.
513	Future Apparatus Storage Facility			720	3		2160	Space for 3-Bay Prefabricated Storage Building
	Total Site						6230	

ACFD Fire Station 7 Bridging renderings - provided for bidders' reference



STREET VIEW FROM NORTH WEST TO APP BAY ENTRY

Pedestrian bollard lights to be factory finished in red color to match the apparatus bay doors.

DESIGN INTENT NARRATIVE FOR MASSING & MATERIALS:

The foundational design intent for the exterior of this one-story fire station is to evoke a tradition of fire station architecture utilizing a contemporary design language. Materials, assembly details, building articulation, colors and relationships have been refined to meet this primary objective. Individual building components—such as insulated metal panel portal frames at entries, window frames, headers, parapet caps, bases, and brick details—are part of a ACFD program-wide "kit of parts," providing continuity from one station to another; although individual stations will differ in their overall design arrangements, these individual elements are to be detailed to be consistent and harmonious with the comparable components on the partner stations.

The primary building volume material is to be brick veneer, providing a key reference to fire station tradition. This primary volume is to be contrasted by a smooth, porcelain tile base and "pop-up" lobby and Apparatus Bay (garage) volumes. The composition of these two materials provides the characteristic civic identity for the station, with the brick providing the "anchor," and the porcelain tile offering a ceremonial contrast.

These two materials are complemented two additional materials: fire-engine red metal and insulated metal panel portal frames at the apparatus and building entries, and dark-charcoal window detailing. These elements all constitute the "kit-of-parts" referenced above.

Dark charcoal exterior louver and steel window frame with dark charcoal high performance coating finish.

Porcelain tile "pop-up" volumes and building base are to match in color and detail, providing continuity of this material gesture.

Brick veneer includes strategic and subtle articulations such as this soldier course (vertical) of bricks corresponding to the window header and sill locations. This is to provide a subtle visual variety to the overall brick surface.

Station identification lettering is an upstand from the front edge of the canopy, providing dynamic visual interest for the signage.

Recessed apparatus bay doors with insulated metal panel portal frames at entries act as "porches" to announce arrival; so the entry area is not in deep shade. The recessed entry provide weather protection for the apparatus bay doors and building entry.



AERIAL VIEW FROM NORTH WEST

Clerestory windows required in stairwell to provide a secondary ambient light source for the upstairs dayroom.

Provide roof-top photovoltaic panels.



PERSPECTIVE FROM EAST TO MAIN ENTRY

Public art wall in the form of porcelain enamel on steel panelized cladding to be inset into wall, face of artwork flush with wall finish. The design intent is to align with the head and sill of the windows and for the wall art to act as "visual picture windows."

Monument sign with lighting

Lobby entrance windows/doors are to be detailed to match the look and detailing of the apparatus bay doors, so the entry openings provide a rhythm and visual continuity along the facade. Insulated metal panel portal frames at entries act as "porches" to announce arrival.

Recessed RED opening to mimic the fire station front entry opening.



PERSPECTIVE FROM SOUTH EAST TO REAR ENTRY

The rear of building volume is to be the color of the porcelain tile or the brick veneer from the front of the building; the use color on wall surfaces are strategically selected to express the building volumes. The upper portion of the volume can be in a matching, smooth steel-trowel finish cement plaster.

Rooftop equipment to be located strategically in roof wells with drains to not interfere with sightlines.



AERIAL VIEW FROM SOUTH EAST

PICTORIAL RENDERINGS ARE FOR GRAPHIC REFERENCE ONLY
For project scope and configuration, see measured drawings.

Bridging Documents. Not For Construction Purposes.



Polished, densified, colored, sealed concrete floor

Reception counter casework with dark charcoal base and swinging gate, white color solid surface countertop, and plastic laminate cabinets.

Pendant lighting located over work surfaces (counters)

LOBBY INTERIOR VIEW



Sealed concrete floor

DAY-ROOM INTERIOR VIEW

PICTORIAL RENDERINGS ARE FOR GRAPHIC REFERENCE ONLY
For project scope and configuration, see measured drawings.

Bridging Documents. Not For Construction Purposes.

ACFD Fire Station 25 Owner Preliminary Space Requirement document
 - provided for bidders' reference

FINAL

**ALAMEDA COUNTY FIRE STATION #25 - CASTRO VALLEY
 Preliminary Space Requirements (PSR)**

**GENERAL DESCRIPTION: TWO COMPANY STATION - 15,196 SF
 9 BEDROOMS, 1 DEDICATED LOCKER/BATHROOM SUITE, 4 SHARED LOCKER/BATHROOM SUITES, 4 DRIVETHROUGH APPARATUS BAYS**

08/17/23

Series	Department	2023	
		Personnel	NSF
100	STATION ADMIN AREA	7	660
200	APPARATUS & APPARATUS SUPPORT	0	6,420
300	STAFF SUPPORT	0	4,143
400	BUILDING SUPPORT	0	639

Total Personnel/NSF	7	11,862
Departmental Circulation		1,352
Departmental Gross SF (DGSF)		13,214
Building Spaces/Circulation (15%)		1,982
Building Gross SF (BGSF)		15,196

500 Parking & Site Requirements	
Site Requirements for Programmed Operational Spaces	7100
Total Site Requirements	7100
Parking	
Personal Vehicles	16
Department Vehicles	1
Visitor Vehicles: 2 for Public, 1 ADA Van	3
Total Parking	20

Notes:

Abbreviations

PO	Private Office
SO	Shared Office
SWS	Shared Workstation
WS	Workstation

Name	Title	Date
Reviewed and Approved by ACFD for Basis of Design		

Preliminary Space Requirements

Alameda County Fire Station #25 - Castro Valley

STATION ADMIN AREA			2023					Series 100
		Circ	Type	REC NSF	Unit	Staff	Total NSF	Remarks
Personnel								
Private Offices								
101	Battalion Chief's Office	25%	PO	200	1	3	200	Shared BC office, 1 desk only shared by BC each shift. 4-person table, 3 tall storage cabinets, 1 per BC. Provide privacy for professional conversations
102	Captain's Office	25%	PO	80	2	2	160	1 shared office with 2 Captain's desks, 2 Workstations for Captains , 2 max visitor's, minimal filing storage. Provide privacy for professional conversations
	Subtotal				3	5	360	
	Circulation						90	
	Subtotal Private Office						450	
Workstations								
103	Firefighters / Watch Office	35%	SWS	64	2	2	128	1 @ 64 NSF each included in Watch Office area. Log Book located here. Printer. File cabinet. 3 desks & 3 workstations in Watch - 1 each for 2 paramedics & 1 extra. Built-in storage closet for paper documents, office supplies.
	Subtotal					2	128	
	Circulation						45	
	Subtotal Workstations						173	
	Total Personnel Spaces					7		
Departmental Spaces								
104	Public Entry Lobby	35%		80	1		80	
105	Public Restroom	35%		80	1		80	At Public Lobby, 1 Unisex. ADA, commercial flushometer toilet, metered faucet.
106	Training Materials Cabinet	35%		12	1		12	Locate at Hoteling Station in Day Room
107	Mailbox	35%		0	1		0	For interdepartmental mail. Cabinet and mail slots. Locate on wall above Ref. #103 firefighters / Watch Office
108	Courier In/Out	35%		0	1		0	Supplies that are delivered/picked-up. At Ref. #103 firefighters / Watch Office
	Subtotal						172	
	Circulation						60	
	Subtotal Departmental Spaces						232	
	Series NSF						660	
	Series Circ						195	
	Series Total					7	855	

Preliminary Space Requirements

Alameda County Fire Station #25 - Castro Valley

APPARATUS & APPARATUS SUPPORT			2023					Series 200
		Circ	Type	REC NSF	Unit	Staff	Total NSF	Remarks
Departmental Spaces								
201	Apparatus Bays	0%		1260	4		5040	(4) 18'X70' drive thru bays. Use 70' for apparatus bay for Tiller Truck. That gives 5' of clearance on the front and the back. 14' W x 14' H bi-fold doors for egress. Include external antenna. Provide exhaust removal system. Consider if tilt-up cab overhead clearance is needed. Maintenance typically occurs outside.
Apparatus Support								
202	Turnout Room	25%		16.66	51		850	Personnel (7 crew + 1 BC per shift) x 3 shifts = 24 x (2) - 24" W lockers 1 Temp Crew x 3 shifts = 3 x (1) - 24" W locker Total # of Lockers (51) 24" W turnout lockers Concrete floor and floor drain. Two (2) drying rack areas with floor drain and mechanical ventil
203	Extractor	25%		40	1		40	Locate within turnout room. Include trough sink. Provide 2 or more hang rods full length of wall to hang drying turnout gear and liners. Provide turnout dryer (see Hayward FTC), & glove and boot drying shelf
204	EMS Clean-up Alcove	25%		40	1		40	Combine with Decon
205	EMS Supply Storage	25%		60	1		60	Full height metal storage cabinets, many outlets for heart monitoring battery packs, iPad docking. Also include EMS distribution locker. Niche in App Bay
206	App Bay Refrigeration Alcove	25%		10	1		10	
207	Hose Storage	25%		40	0		0	No longer required for FD operations
208	Decontamination	25%		90	1		90	Washing machine, emergency shower, decon sink, eye wash
209	Workshop	25%		200	1		200	Include vice on workbench. No fire extinguisher program this station
210	Radio Response /Map Alcove	25%		30	1		30	Printer, point-of-attack adjacent to drivers side door of engine, direct access from all areas of building. Adjacent to driver's side of rig in apparatus bay
211	Fire Extinguisher Program Storage	25%		0	1		0	Store fire extinguishers in 209 Workshop
212	Compressor	25%		60	1		60	220 volt, multiple fittings, in apparatus bays. Locate compressor adjacent to 209 Workshop. Lead to cord reels in middle of app bays. Min. 200 psi.
	Subtotal						6420	
	Circulation						345	
	Subtotal Departmental Spaces						6765	
	Series NSF						6420	
	Series Circ						345	
	Series Total					0	6765	
Parking & Site Requirements								
	Personal Vehicles							
	Department Vehicles							BAY 1: Type 1 Engine BAY 2: Tiller Truck BAY 3: Tandem parking. BC Buggy pulls forward. Type 3 Engine Cal Fire rig rear facing (pointing out to back of station). BAY 4: Tandem parking. Hazmat Apparatus pulls out, Type 6 Engine inside behind HazMat. Engine 22: Length - 29'-7", Width - 8'-6", Height - 9'-5" (Pierce 1500-D-520P) Tiller Truck size: 59'-3.75"L x ~8'-6"W x ~11'-2"H HazMat Apparatus: 38' - 5.36"L x 96"W x ~12'-4"H Battalion Chief Buggy: (Ford) F250 apparatus
	Visitor Vehicles							
	Total Parking						0	

Preliminary Space Requirements

Alameda County Fire Station #25 - Castro Valley

STAFF SUPPORT		2023						Series 300
		Circ	Type	REC NSF	Unit	Staff	Total NSF	Remarks
	Personnel							
	Workstations							
301	Hoteling Workstation	35%	SWS	36	0	1	0	1 flex hoteling workstation Dayroom for crew is sufficient. Include in Dayroom s.f.
	Subtotal				0	1	0	
	Circulation						0	
	Subtotal Workstations						0	
	Building Spaces							
302	Day Room	0%		500	1		500	Eight lounge chairs. No ceiling fans. Dayroom TV is used as monitor for training. Prefer one large room combined with Kitchen & Dining.
303	Kitchen	0%		350	1		350	3 refrig + 1 full height freezer w/ assigned shelves is sufficient, water bottle filler, gas range preferred, single basin sink, touch faucet controls.
304	Dining	0%		300	1		300	Provide whiteboard and power and data outlets for a 55" monitor on an articulating arm, with small CPU (furnished by Owner) at the table area for training use.
305	Sleep Rooms	25%		108	8		864	One bed, one desk. Window position sensors, insect screens, volume dials for alert system. Individual controls for HVAC system. Home run a cat 5 cable to each sleep room. Cabinet with three shelves to store off duty bedding. Consider Station 16 Floor Plan with shared locker area and multi-accommodation restrooms/showers (gender neutral) in Design Phase
305b	Ambulance Crew Sleep Room	25%		132	1		132	2 beds, 2 desks. For future, may be eliminated. 2 beds only, no RR for ambulance. Uses the common RR.
306	Sleep Room Bathrooms	25%		100	5		500	One bathroom per Locker Suite. Includes toilet and sink (3). Consider Station 16 Floor Plan with shared locker area and multi-accommodation restrooms/showers (gender neutral) in Design Phase. Provide urinals in stalls only if a multi-accommodation restroom configuration is used.
307	Laundry	25%		100	1		100	1 washer 1 dryer is sufficient, and one laundry sink. Locate along hallway
308	Physical Training Room	25%		750	1		750	To be verified with equipment list.
309	Personnel Lockers Suite	25%		85	5		425	One dedicated locker suite for BC Bedroom. One shared locker suite per 2 Bedrooms. Two lockers per shift (6 lockers per sleep room). 48 - 24" wide lockers, total.
310	General Pantry Storage	25%		0	0		0	
311	Day-to-Day Pantry Storage	25%		9	8		72	Immediately adjacent to kitchen
312	Sauna	25%		0	1		0	Not included
313	B.C. Sleep Room	25%		150	1		150	1 bed & 1 desk. BC office, BC RR, BC Sleep altogether in 1 suite on same floor. Window position sensors, insect screens, volume dials for alert system. Individual controls for HVAC system. Home run a cat 5 cable.
	Subtotal						4143	
	Circulation						748	
	Subtotal Departmental Spaces						4891	
	Series NSF						4143	
	Series Circ						748	
	Series Total					0	4891	

Preliminary Space Requirements

Alameda County Fire Station #25 - Castro Valley

BUILDING SUPPORT		2023					Series 400	
		Circ	Type	REC NSF	Unit	Staff	Total NSF	Remarks
	Building Spaces							
401	IT / Communications Room	10%		100	1		100	
402	Electrical Room	10%		200	1		200	Allow space for solar PV system equipment and invertor
403	Mechanical Room	10%		175	1		175	
404	Water Heater	10%		20	1		20	Discuss on-demand vs. conventional; if conventional, provide recirculating pump for speed.
405	Janitor Closet	10%		64	1		64	
406	Building Storage	10%		80	1		80	
	Subtotal						639	
	Circulation						64	
	Subtotal Departmental Spaces						703	
	Series NSF						639	
	Series Circ						64	
	Series Total					0	703	

Preliminary Space Requirements

Alameda County Fire Station #25 - Castro Valley

SITE EXTERIOR		2023					Series 500	
		Circ	Type	REC NSF	Unit	Staff	Total NSF	Remarks
Parking								
	Personal Vehicles				16			Shift Change for 8 Staff. 10'x20' stalls preferred
	Department Vehicles				1			Battalion Chief
	Visitor Vehicles				3			2 for Public, one for ADA Van. 10'x20' stalls preferred
	Total Parking				20			4 EV chargers, level 2. Vehicles will park for 48 hours and level 3 superchargers not required
Site Requirements								
501	Training Area			200	1		200	With (1) wall +/- 20' in height, reinforced for ladder throws.
502	Ingress Apron			720	4		2880	Ingress Apron: Room on back apron as staging area for Cal Fire training and wildfire operations. Cars parallel park in (e) driveway for (e) classroom. The strike team uses 8 staff parking stalls temporary for 2 weeks at a time along the north property line. Reserve vehicles may be blocked for temporary parking. Active vehicles cannot be blocked. (3) Visitor Type 1 engines and one visitor tiller truck, and visitor parking. 1 - Future Ambulance 1 - Reserve BC Truck (Chevy Tahoe) 2 - Reserve F-150 Trucks 2 - Active 15 person Vans for Strike Team
503	Egress Apron			720	4		2880	Warning lights. Egress Apron: Consider shifting App Bays 20 feet forward for a shallower Egress Apron. The apparatus could potentially be parked in front partially on the egress apron and partially inside the garage with the App Bay doors open. Result would be more space in back for staging. AFCD indicated the existing egress apron size is preferred but a shorter apron would be considered if there is a benefit to the configuration.
504	Outdoor Fitness Area			350	1		350	Adjacent to Physical Training Room
505	Barbeque Area			100	1		100	Adjacent to Kitchen
506	Vehicle Fueling Station			250	1		250	1,000 Gallon Above Ground Fuel Tank. Gas & Diesel required.
507	Emergency Generator			300	1		300	Acoustically isolate from sleep rooms
508	Propane Tank			0	0		0	Plumbed gas to BBQ. Separate Propane Tank not required
509	Trash Area			40	1		40	Provide dumpster, not trash bins
510	Recycling Area			80	1		80	Trash + Recycling = 120 s.f. enclosure is correct
511	Fire Hydrant			20	1		20	Locate in secure, non-public side of site
512	Storm Water Treatment Area				1		0	4% of Site.
	Total Site						7100	

ACFD Fire Station 25 Bridging renderings - provided for bidders' reference



STREET VIEW FROM SOUTH WEST TO FRONT ENTRY

DESIGN INTENT NARRATIVE FOR MASSING & MATERIALS:

The foundational design intent for the exterior of this two-story fire station is to evoke a tradition of fire station architecture utilizing a contemporary design language. Materials, assembly details, building articulation, colors and relationships have been refined to meet this primary objective. Individual building components—such as canopies, window frames, headers, parapet caps, bases, and brick details—are part of a ACFD program-wide “kit of parts.” providing continuity from one station to another; although individual stations will differ in their overall design arrangements, these individual elements are to be detailed to be consistent and harmonious with the comparable components on the partner stations.

The primary building volume material is to be brick veneer, providing a key reference to fire station tradition. This primary volume is to be contrasted by a smooth, porcelain tile base and accent tower. The composition of these two materials provides the characteristic civic identity for the station, with the brick providing the “anchor,” and the porcelain tile offering a ceremonial contrast.

These two materials are complemented with two additional materials: fire-engine red metal at the apparatus and building entries, and a dark-charcoal steel and glass canopy and window detailing. These elements all constitute the “kit-of-parts” referenced above.



AERIAL VIEW FROM NORTH WEST



PERSPECTIVE FROM NORTH WEST TO FRONT ENTRY

- Porcelain tile tower and building base are to match in color and detail, providing continuity of this material gesture.
- Dark charcoal design/build station logo, 2 layers laser cut 1/4" steel. Mount 1" off wall.
- Brick veneer includes strategic and subtle articulations such as this soldier course (vertical) of bricks corresponding to the window header and sill locations. This is to provide a subtle visual variety to the overall brick surface.
- Porcelain tile window headers and “reveal” detail reference traditional masonry window head and band detailing, but in a narrower, more contemporary articulation.
- Station identification lettering is an upstand from the front edge of the canopy, providing dynamic visual interest for the signage.
- Overhead canopy is a bolted and/or welded steel frame, dark charcoal high performance coating painted, with a transparent clear and/or translucent glass infill panel so that light/view is available when standing below the canopy, and the entry area is not in deep shade. The canopy is also to provide weather protection for the apparatus bay doors and building entry.
- Lobby entrance windows/doors are to be detailed to match the look and detailing of the apparatus bay doors, so the elements on each side of the tower provide visual continuity along the facade.
- Pedestrian bollard lights to be factory finished in red color to match the apparatus bay doors.

Clerestory windows required in stairwell to provide a secondary ambient light source for both the upstairs dayroom and the downstairs station office.

Skylights required as shown to provide multi-directional daylighting into the Dayroom/Dining area to minimize glare and create high ambient, low-contrast lighting.

Provide roof-top photovoltaic panels.



PERSPECTIVE FROM NORTH EAST TO REAR ENTRY

- Wood slats at roof deck are to provide visual privacy to the station rooftop outdoor space.
- The rear of building volume is to be the color of the porcelain tile or the brick veneer from the front of the building; the use color on wall surfaces are strategically selected to express the building volumes. The lower base of the building must be porcelain tile for durability and damage resistance, but the upper portion of the volume can be in a matching, smooth steel-trowel finish cement plaster.
- Provide durable edges and surfaces to facilitate this portion of volume to serve as a ladder throw area.
- Rooftop equipment to be located strategically to not interfere with sightlines and light into nearby windows.
- Recessed RED opening to mimic the fire station front entry opening.



AERIAL VIEW FROM SOUTH EAST

PICTORIAL RENDERINGS ARE FOR GRAPHIC REFERENCE ONLY
For project scope and configuration, see measured drawings.

Bridging Documents. Not For Construction Purposes.



LOBBY INTERIOR VIEW



DAY-ROOM INTERIOR VIEW

**PROFESSIONAL SERVICES AGREEMENT
FOR
ALAMEDA COUNTY FIRE DEPARTMENT**

[PROJECT NUMBER, NAME]

With

[COMPANY NAME]

for the

[PROJECT NAME]

Contract No. XXXXX

Alameda County Fire

ALAMEDA COUNTY FIRE DEPARTMENT

AGREEMENT BETWEEN THE ALAMEDA COUNTY FIRE DEPARTMENT AND

[COMPANY NAME]

This Agreement is made this XX day of [MONTH], 20XX, in the City of Oakland, State of California, by and between [COMPANY NAME AND ADDRESS], hereinafter referred to as “Consultant” and the Alameda County Fire Department, a dependent special district of Alameda County, hereinafter referred to as “ACFD”.

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.

- | | |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ACFD | Alameda County Fire Department |
| Agreement | This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, Appendices “A,” “B,” “C,” “D,” “E,” “F,” and “G” attached hereto. |
| Consultant | <u>[COMPANY NAME]</u> |
| County | County of Alameda. |
| Project | The ACFD’s <u>[PROJECT NAME]</u> 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 on **[Contact end date in Month Day Year format as required by CAO.]**

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 ACFD's review and approval of deliverables and for approval of the deliverables by all authorities having jurisdiction over the Project and the Services. Consultant shall achieve its scheduled milestones (as shown on the Milestone Schedule) unless an excusable event causes a delay (excusable delay). The Consultant must give 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 ACFD or ACFD's agents or consultants when acting at ACFD's direction, breaches of this Agreement by ACFD, 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, ACFD 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 ACFD'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 not entitle Consultant to extra costs.
- 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 ACFD shall pay Consultant compensation according to the Compensation Schedule established in Appendix "B," Payment to Consultant. ACFD 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 ACFD shall not incur any charges under this Agreement, nor shall any payments become due to Consultant for any payment period on the Project, until ACFD 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 ACFD 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 ACFD.
- 4.3 ACFD 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). ACFD will make payment for questioned amount(s) upon ACFD's receipt of any requested documentation verifying the claimed amount(s) and ACFD's determination that the amount is due under the terms of this Agreement. ACFD 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 ACFD including, without limitation, Consultant's transmittal of all deliverables to ACFD required by Appendix "A."

- 4.4 Invoices furnished by Consultant under this Agreement must be in a form acceptable to ACFD. All amounts paid by ACFD to Consultant shall be subject to audit by ACFD. Payment shall be made by ACFD to Consultant at the address stated hereinabove.
- 4.5 ACFD may set off against payments due Consultant under this Agreement any sums that ACFD determines that Consultant owes to ACFD because of Consultant's errors, omissions, breaches of this Agreement, delays or other acts which caused ACFD monetary damages. Prior to exercising such right, ACFD must demand and attend mediation pursuant to Section 26.3 of this Agreement, to be attended by ACFD, 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 ACFD'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 ACFD refuses to mediate under this Section, then ACFD shall have satisfied its obligations under this Section.

5 Maximum Costs

- 5.1 ACFD's obligation hereunder shall not at any time exceed the amount approved by the Board of Directors 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, ACFD 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 ACFD amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.
- 5.3 ACFD 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, ACFD shall direct all communications to Consultant through [PRINCIPAL, COMPANY NAME AND ADDRESS]; and Consultant shall direct all communications to ACFD through XXXXXX.
- 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 ACFD's reasonable requests regarding the assignment of personnel, but all personnel, including those assigned at ACFD's request, shall be o by Consultant.

- 6.3 Consultant agrees that all professional personnel assigned to the Project will be listed in its proposal, dated XXXXX, as described in Appendix "A," attached hereto and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel are not bound by personal employment contracts to Consultant. Consultant agrees that reassignment of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of ACFD. 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 ACFD for the cost of training or "bringing up to speed" replacement personnel. ACFD 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 ACFD to be defective and/or not meeting the above standard.
- 7.4 The granting of any progress payment by ACFD, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of ACFD 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, defend and hold harmless the ACFD, 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 ACFD 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 ACFD), 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 ACFD, or any of the other Indemnitees, of Articles or Services to be supplied in the performance of this Agreement.
- 8.3 [Intentionally Omitted]
- 8.4 Consultant shall place in its subconsulting agreements and cause its subconsultants to agree to indemnities and insurance obligations in favor of ACFD 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 ACFD 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. ACFD shall hire an expert consultant in this field if the Project involves such materials. Consultant shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. Consultant shall be responsible for coordinating with ACFD’s expert consultant as required by Appendix “A,” Services to Be Provided by Consultant.

9 Liability of ACFD

- 9.1 Except as provided in Appendix “A,” Services to be provided by Consultant, and Appendix “C,” Insurance, ACFD’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 ACFD 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 ACFD 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 Consultant’s

employees, independent contractors, or Subconsultants even though such equipment be furnished, rented or loaned by ACFD. The acceptance or use of such equipment by Consultant shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless ACFD from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, independent contractors, or Subconsultants, ACFD 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 ACFD may have under this Agreement or any applicable law. All rights and remedies of ACFD, 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 employment, agency or joint venture relationship between ACFD and Consultant. Consultant acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be ACFD employees, and shall not be entitled to receive any benefits conferred on ACFD 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 ACFD staff during the ACFD's normal working hours or as otherwise requested by ACFD. Terms of this Agreement referring to direction from ACFD 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 ACFD 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, ACFD 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 ACFD for such expense.)

12 Suspension of Services

- 12.1 ACFD 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 ACFD may determine in its sole discretion. ACFD shall deliver to Consultant written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay, and Consultant shall be compensated for such delay to the extent provided under this Agreement.
- 12.2 Notwithstanding anything to the contrary contained in this Section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by cause for which Consultant is responsible.

13 Termination of Agreement for Cause

- 13.1 If at any time ACFD 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, ACFD 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 ACFD may, in addition to any other legal or equitable remedies available to ACFD, 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 ACFD 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 ten (10) calendar days, Consultant must provide ACFD within the ten (10) day period a written plan acceptable to ACFD 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 ACFD 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 ten (10) calendar days, Consultant must provide ACFD within the ten (10) day period a written plan to cure said violation acceptable to ACFD, and then diligently commence and continue performance of such cure according to the written plan.)

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

13.3.1 ACFD shall compensate Consultant for the value of the Services delivered to ACFD upon termination as determined in accordance with the Agreement, subject to all rights of offset and back charges, but ACFD 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 ACFD 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 ACFD may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate ACFD for all loss, cost, damage, expense, and/or liability suffered by ACFD 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 ACFD may terminate performance of the Services under the Agreement in accordance with this Section in whole, or from time to time in part, whenever ACFD shall determine that termination is in the ACFD's best interests. Termination shall be effected by ACFD 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 ACFD, Consultant shall:

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

- 14.2.2 Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;
 - 14.2.3 Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;
 - 14.2.4 Assign to ACFD in the manner, at times, and to the extent directed by ACFD, all right, title, and interest of Consultant under orders and subcontracts so terminated. ACFD 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 ACFD to the extent ACFD may require. ACFD's approval or ratification shall be final for purposes of this clause;
 - 14.2.6 Transfer title and possession to ACFD, 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 ACFD, 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 ACFD;
 - 14.2.7 Use its best efforts to assist ACFD in selling, in the manner, at times, to the extent, and at a price or prices that ACFD 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 ACFD. All proceeds from the foregoing shall be applied to reduce payments to be made by ACFD 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 ACFD 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 ACFD may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which ACFD has or may acquire an interest.
- 14.3 After receiving a Notice of Termination, Consultant shall submit to ACFD a termination claim, in the form and with the certification ACFD 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 ACFD upon Consultant's written request made within such 3-month period or authorized extension. However, if ACFD 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, ACFD may determine, on the basis of information available to it, the amount, if any, due to Consultant because of the termination. ACFD shall then pay to Consultant the amount so determined.

- 14.4 Subject to provisions of Section 14.3, Consultant and ACFD 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.
- 14.5 If Consultant and ACFD 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 ACFD, 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 ACFD or otherwise disposed of as directed by ACFD.
- 14.6 Except as provided in this Agreement, in no event shall ACFD be liable for costs incurred by Consultant (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense which is not reasonable or authorized under Section 14.5.
- 14.7 This section shall not prohibit Consultant from recovering costs necessary to discontinue further Services under the Agreement as provided for in Section 14.2 or costs authorized by ACFD 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 ACFD may have against Consultant in connection with this Agreement, and
- 14.8.3 The agreed price for, or proceeds of the sale of, any materials, supplies, or other things kept by Consultant or sold under the provisions of this Section, and not otherwise recovered by or credited to ACFD.

14.9 If the termination for convenience hereunder is partial, before the settlement of the terminated portion of this Agreement, Consultant may file with ACFD 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. ACFD may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of ACFD 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 ACFD'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 ACFD all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of ACFD, or other officer, agent or employee of ACFD 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 ACFD 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 ACFD that Consultant has no present, and will have no future, conflict of interest between providing the ACFD 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 ACFD, as determined in the reasonable judgment of the ACFD. The provisions of this Section 15 shall remain fully effective indefinitely after termination of Services to the ACFD hereunder.

16 Proprietary or Confidential Information of ACFD; 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 ACFD and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to ACFD. Consultant agrees that all information

disclosed by ACFD 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 ACFD's interests where such confidential information could be used adversely to the ACFD's interests. Consultant agrees to notify the ACFD immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement.

- 16.2 Any publicity or press releases with respect to the Project or Services shall be under the ACFD'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 ACFD's prior written consent. Consultant shall have the right, however, without ACFD'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 ACFD 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 ACFD:
Alameda County Fire Department
William McDonald, Fire Chief
cc: Eric Moore, Deputy Chief
6363 Clark Avenue
Dublin, CA 94568

To Consultant:
[COMPANY NAME]
[PRINCIPAL]
[COMPANY 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 ACFD 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 ACFD. 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 ACFD. With the prior written approval of the ACFD, 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 ACFD, and ACFD'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 shall be kept on a generally recognized accounting basis, and shall be available to ACFD, and ACFD's authorized agents, officers, and employees, upon request at reasonable times and places. Consultant shall not destroy any Project records until after advising ACFD and allowing ACFD to accept and store the records.
- 19.2 Consultant agrees to maintain full and adequate records in accordance with ACFD requirements to show actual costs incurred by Consultant in its performance of this Agreement, and to make available to ACFD 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 ACFD or relative to Consultant's activities under this Agreement. The consultant will furnish to ACFD, its authorized agents, officers and employees such other evidence or information as ACFD may request with regard to any such expenditure or disbursement charged by Consultant. Consultant will permit ACFD, and ACFD'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 ACFD's offices at 6363 Clark Ave., Dublin, California, Consultant shall, upon ACFD's request and at Consultant's sole cost and expense, make such items available to ACFD, and ACFD's authorized agents, officers, and employees, for inspection at a location within said fifty (50) mile radius or Consultant shall pay ACFD its reasonable and necessary costs incurred in inspecting Consultant's books and records, including, but not limited to, travel, lodging and subsistence costs. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon ACFD 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/ACFD Employees

- 20.1 Consultant and ACFD 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 ACFD in a written instrument executed and approved by the ACFD 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 a written instrument executed and approved by the ACFD in writing.
- 20.3 To the extent Consultant is permitted by ACFD 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 as if it engaged in the acts and omissions directly.
- 20.4 Consultant shall not employ or engage, or attempt to employ or engage, any person who is or was employed by ACFD 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 ACFD.

21 Small Local and Emerging Business Participation:

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

Option 1 – If Prime is subcontracting with SLEBs

Option 2 – If Prime is a SLEB

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

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

- 21. Small Local and Emerging Business (SLEB) Participation:** Consultant shall subcontract with *company name (street address, city, state; Principal, name)*, for services to be provided under this Agreement in an amount equal to twenty percent (20%) (*Or adjust percentage if more than or less than 20%. If less than 20% a copy of approved GSA Waiver or Board approval is required*) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

- 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 ACFD. Requests to substitute or add a small and/or emerging local business shall be submitted in writing to the ACFD contract representative identified under Section 6.1 above. The consultant will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor-Controller Agency, Office of Contract Compliance (OCC).

- 21.4 All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation Compliance System. Consultant and Consultant's small and/or emerging local businesses participating subcontractors on the awarded contract are required to use the Elation web-based Compliance System as described in Appendix D (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Elation Compliance System. SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.
- 21.5 ACFD will be under no obligation to pay Consultant for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.
- 21.6 For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via E-mail at ACSLEBcompliance@acgov.org.

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 ACFD 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 ACFD 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 ACFD. Said requests to substitute shall be submitted in writing to the ACFD department contract representative identified under Item #13 above. The consultant will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor-Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.
- 21.5. If subcontractors are added to the agreement, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation Compliance System

(see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

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

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

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

- 21. SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Consultant has been approved by County to participate in agreement without SLEB participation (attach SLEB waiver). As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally Owned Business provision.

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

- 21.1. Consultant must be a certified small or emerging local business (es) or subcontract a minimum 20% with a certified small or emerging local business (es).
- 21.2. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- 21.3. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the Agreement. Consultant shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- 21.4. Consultant shall not substitute or add any small and/or emerging local business(s) listed in this Agreement without prior written approval from the ACFD. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the ACFD department contract representative identified under Item #13 above. Consultant will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor-Controller Agency, Office of Contract Compliance (OCC).
- 21.5. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation Compliance System.

ACFD will be under no obligation to pay consultant for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the

County Auditor- Controller's Office of Contract Compliance (OCC) via E-mail at ACSLEBcompliance@acgov.org.

22 First Source Program

For contracts over \$100,000, Consultant shall provide County ten (10) working days to refer to Consultant, potential candidates to be considered by Consultant to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the ACFD 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 ACFD 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 Alameda County Fire Chief 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 ACFD representative, and principal of the Consultant shall then take place within five days of the request.

26.2 Provided that ACFD 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, ACFD may terminate this Agreement for cause as provided herein.

26.3 In the event of claims exceeding \$50,000, as a precondition to litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of the American Arbitration Association (“AAA”), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified construction mediators. The parties may agree to engage in discovery prior to mediation, but if they do, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 2019, et seq. and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

27 Agreement Made in California; Venue

27.1 This Agreement shall be deemed to have been executed in the City of Oakland, County of Alameda. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in the County of Alameda. Consultant waives CCP §394.

27.2 This Agreement may be executed in counterparts

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 ACFD of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This section shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall be as defined by law. However, the applicable statutes of repose, California Code of Civil Procedure Sections §§ 337.1 and 337.15, shall continue to apply.

- 30.2 Any provisions or portion thereof of this Agreement, which is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law.
- 30.3 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

31 Entire Agreement; Modifications of Agreement

- 31.1 The Agreement, and any written modification to the Agreement shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied, 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 its Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.
- 31.3 Consultant and its Subconsultants shall, upon request by ACFD, 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 ACFD 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 ACFD. The words “approval,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to ACFD, unless otherwise indicated by the context.

[SIGNATURE PAGE FOLLOWS]

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

“ACFD” ALAMEDA COUNTY FIRE DEPARTMENT, a dependent special district of the County of Alameda

By: _____ Date: _____
David Haubert, President

“Consultant” [COMPANY NAME]

By: _____ Its: _____
[PRINCIPAL NAME] [TITLE]

Date: _____

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

By: _____
Kathy Lee, Deputy County Counsel

END OF DOCUMENT

APPENDIX A

SERVICES TO BE PROVIDED BY CONSULTANT

1. This is an appendix attached to, and made a part of and incorporated by reference with Agreement dated **[MONTH DAY YEAR]**, between the Alameda County Fire Department (“ACFD”) and **[COMPANY NAME]** (“Consultant”), providing for professional services.

1.1 The ACFD’s Proposed **[PROJECT NAME]**

- 1.1.1 The ACFD’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:

[COMPANY NAME]	Project Management & Structural Engineer
[COMPANY NAME]	Architectural Engineering
[COMPANY NAME]	Mechanical Engineer & Electrical Engineer
[COMPANY 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 **[MONTH DAY YEAR]**, 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

Consultant shall:

- 1.3.1 Provide A/E services that include all services required to complete all design and deliverables in Architect’s scope, including all Architectural, Structural, Civil, Geotechnical, Landscape Architecture, Mechanical, Plumbing, Electrical, Low Voltage, Communication, Security, Access Control, Ring Down System, Emergency Back Up Power, Diesel Fuel System, Surveying, Cost Estimating, including pre-design outreach and design progress presentations, and other such design consultants required, or which can be reasonably inferred to be required, based upon the Requirements in the RFSOQ and generally accepted architectural practice for completion.

- 1.3.2 Provide a team that can deliver complete Bridging Documents for both stations within seven (7) to eight (8) months from contract start date.

- 1.3.3 Develop Bridging Documents for both stations in parallel. Provide all A/E services required as noted above for design/engineering documents for a temporary fire station for Station 24. Temporary Fire Station program to include:

- 1.3.3.1 (2) leased double wide modular units (leased) to house a crew of (7) consisting of:

- a. Kitchen
- b. Day Room
- c. Sleeping quarters for 7
 - i. Sleeping quarters for the 2 Captain(s) to include a desk with data

- d. Restrooms
 - e. Laundry (if possible)
 - 1.3.3.2. (1) triple bay prefabricated apparatus bay structure
 - 1.3.3.3. Slab on grade to support (1) prefabricated apparatus bay structure
 - 1.3.3.4. Connex boxes outfitted for the following:
 - f. Turnout locker room
 - g. Fitness room
 - 1.3.3.5. Architect's 100% Schematic level design to be incorporated into the Bridging Documents shall include:
 - h. Layout/site relationship/sizing of all interim buildings
 - i. All site preparation, hardscape, landscape, civil design
 - j. Apparatus bay structure and foundation
 - k. Utilities and connections
 - l. Power, data, telecom, and Station Alerting systems
 - m. ADA compliance requirements
 - n. Parking and driveways
 - o. Site fencing, automatic gates, and lighting
 - p. Any other modifications to existing site to meet code or functional needs of the temporary facilities
 - 1.3.3.6. The design and interior/exterior customization of the leased modular housing units will be by the manufacturer. Architect shall coordinate the site layout and design with the manufacturer.
 - 2. 1.3.3.7. Architect's deliverables to include:
 - a. 100% Schematic level drawings and specifications
 - b. Narratives for all design disciplines
 - c. All electronic media generated by Architect – the same contents as described in the electronic media deliverables in "Deliverables/Reports"
- 1.3.4 It is the responsibility of each potential Proposer to thoroughly examine and be familiar with the ACFD Master Plans prior to submitting a proposal. Proposers are encouraged to refer to the following link below:

[ACFD Programming and Feasibility Report, August 2018 Update](#)

1.3.5 DESIGN PHASE REQUIREMENTS

1.3.5.1. General Requirements:

1.3.5.1.1. Meetings. From project kickoff until the Bridging Documents are delivered, Architect and appropriate design consultants shall attend project team meetings as required by ACFD or otherwise needed for completion of all design phases and the Bridging Documents. Facilitate page-turn and in-person working sessions with ACFD as needed in order to ensure ACFD's full understanding of the project's basis of design and that the Bridging Documents will capture all of ACFD's requirements.

1.3.5.1.2. Communication. In the times between formal document issuances, provide sketches, preliminary design details/concepts, etc in order to engage ACFD and confirm the progress of the Bridging Architect's design is on track with ACFD's needs and expectations. Architect shall participate in meetings to review preliminary progress designs as requested by ACFD. Communication with ACFD's team shall follow the principles of continuous "Plan-Do-Check-Adjust".

1.3.5.1.3. Community Meetings. Architect shall prepare presentation materials (drawings, elevations, 3D renderings of key views, large format prints, etc) for

meetings that ACFD may schedule with neighbor organizations and Municipal Advisory Councils. Architect shall be required to attend six to eight (6-8) such meetings in person.

1.3.5.2. CONCEPT DESIGN PHASE

1.3.5.2.1. Programming, Design Guidelines, and Preliminary Basis of Design. ACFD has developed a preliminary program for a single-story, single company fire station, and for a two-story, double company fire station that includes accommodations for a Battalion Chief. Prior to the start of design, Architect and design consultants shall review all documents provided and meet with ACFD and program manager to identify requirements, and hear questions, suggestions, and recommendations for discussion at the pre-design level. Architect shall adapt the program and design guidelines and design schedules for the new stations – taking into account specific site needs - which shall serve as the Owner’s Project Criteria (OPC). Based on the OPC, Architect shall prepare and submit a Basis of Design (“BOD”) addressing proposed means and methods of meeting the OPC. The preliminary BOD must be submitted and approved prior to commencing the design process. OPC issues will continue to be addressed throughout the design phases noted above, but significant issues will be dealt with during this phase.

1.3.5.2.2. Initial Agency Outreach. Architect shall establish initial outreach to agencies of jurisdiction and utility agencies in order to establish familiarity and communications. The specific project requirements and procedures for preliminary reviews should be established at the onset to ensure timely input and follow-through.

1.3.5.2.3. Concept Design Services. Architect and design consultants shall proceed with Concept Design with diagrammatic alternatives of building and site layouts to further test program and adjacencies, as well as present alternatives for consideration by ACFD. Once direction is agreed upon, Architect and design consultants shall develop the preferred diagrammatic alternative and proceed with proposed concept floor and site plans and exterior development including architectural character. ACFD has developed architectural character and exterior/interior material palettes for its Stations 7, , and 25 (renderings included herein for reference as Exhibit X). ACFD’s general intent is for Stations 24 and 26 to have similar look and feel; however, the Architect must nonetheless tailor the final character of each station to appropriately fit its unique site and context.

1.3.5.2.4. Concept Design Documents. Architect shall prepare presentation documents for distribution to ACFD and the community including, but not limited to, the following (*Concept Design Documents*):

Topographic, ALTA, Boundary & Utility Surveys

Rendered Site Plan showing building roof plan and all site work improvements;

Rendered floor plans of both levels;

Rendered elevations;

Rendered exterior perspective view of entry side;

Building sections sufficient to describe volumes and scale;

Preliminary system narratives; and

Preliminary LEED® credit summary.

1.3.5.2.5. Draft Description of Add Alternates and Deduct Alternates. Architect shall propose and discuss with ACFD a range of possible add alternates and deduct alternates. Architect shall include add alternates and deduct alternates sufficient to increase and decrease the Statement of Probable Construction Cost below by at least ten percent (10%) each way.

1.3.5.2.6. Statement of Probable Construction Cost. Based on the Concept Design Documents and available data, the Architect shall provide an estimate of Design-Build Entity (“DBE”) design and construction cost. This Statement shall identify the cost impact of the add alternates and deduct alternates specified.

1.3.5.2.7. Preliminary Agency Reviews. Architect shall review the Concept Design Documents with the agencies having jurisdiction over the Project as well as any utility companies. Architect shall coordinate with ACFD’s California Environmental Quality Act (CEQA) consultant and provide any documentation needed to assist. ACFD will be procuring a separate CEQA consultant to develop and submit the CEQA report.

1.3.5.2.8. ACFD Approval. Architect shall facilitate a page turn review with the design consultants and Project Team to review design and documents. Architect must submit Concept Design Documents, Statement of Probable Construction Cost, and design schedule to ACFD for review and written approval. Architect shall not proceed with the Schematic Design Phase until it has received ACFD’s written notice to proceed, with any comments.

1.3.5.3 SCHEMATIC DESIGN PHASE

1.3.5.3.1. The Bridging Document set is generally intended to be a 100% Schematic Design-level set of documents. The Architect’s team shall have performed sufficient due diligence, outreach, and coordination to validate that the design shown in the Bridging Documents is compliant with code, requirements from authorities having jurisdiction, and LEED requirements.

1.3.5.3.2. Schematic Design Services. Architect’s team will begin the Schematic Design Phase by addressing comments from the previous phase and incorporating any adjustments agreed upon to address any cost considerations or input from preliminary agency reviews.

1.3.5.3.3. General Schematic Design Drawing/Specifications Inclusions. The design documents shall meet the requirements of County Planning Department and provide schematic-level design documentation by all design consultants for all of the building and site scope included in the project. At the time of each formal SD issuance, documents shall include at a minimum:

A, Architectural

1. Plans, sections and elevations;
2. Performance criteria and material selections for all walls

3. Door and material & finish schedules / access control requirements
 4. Architectural Furniture, Fixtures, and Equipment (FF&E) plans;
Fitness Room equipment plans
- B. Representative details showing unique or exceptional conditions
- C. Acoustic plans and requirements
- D. Civil
1. Plans showing basic layout, grading, preliminary utility layouts
 2. Preliminary over-excavation requirements, paving sections, cut & fill
 3. On site and off site utility routing;
- E. Landscape: landscape plans, irrigation plans, proposed planting schedule
- F. Structural: plans showing foundations, slab, framing floor and roof assemblies
- G. Mechanical, Electrical, and Plumbing (MEP): floor plans, equipment and fixture locations and routing of primary distribution
- H. Fire/life safety: design and performance criteria for fire sprinkler and fire alarm systems
- I. Site lighting plan with photometric analysis
- J. Low voltage plans for data/telecom, Audio/Visual (A/V) and security
- K. Fuel system: design and performance criteria; layout of fuel system components shall be shown on architectural drawings or other suitable plans, but standalone drawings for fuel system are not required
- L. Outline Specifications (Divisions 2-48 as applicable)
- M. Draft LEED® credit summary

1.3.5.3.4. 50% SD set: Architect shall present to ACFD for review a 50% Schematic Design (SD) level document set.

- A. By the completion of the 50% SD set, Architect shall have performed all outreach to authorities having jurisdiction and utility agencies to validate the Bridging design.
- B. Architect shall also produce updated elevations and 3D renderings for review with ACFD
- C. Planning Level Submittal: The set shall be developed sufficiently to a County Planning submittal level. This includes, but is not limited to, plans, elevations, renderings, and photographic montages that County Planning would require as part of a complete submittal. The Architect will use these documents to hold preliminary outreach meetings to Planning Department to validate that the design will meet County

Planning requirements. ACFD will use Planning level set for public outreach. Architect shall incorporate any adjustments determined from such outreach into the final Bridging design. Architect is not responsible for formal application/submittal to County Planning.

D. Architect shall facilitate a page turn review with its design consultants and Project Team to review design and documents.

1.3.5.3.5. 100% SD/Bridging Document set: Architect shall produce a 100% Schematic Design level document set, which shall serve as the Bridging Documents that will be included in the Design Build Entity RFP:

A. The Bridging Document set shall include the following distinct deliverables: Drawings, Specifications, and Narratives. Architect shall be coordinate all these deliverables to be free of conflicting and redundant information.

B. "Drawings" are all design drawings, including plans, elevations, sections, details, notes and schedules as drawn by Architect and its design consultants.

C. "Specifications" are Division 2 – 48 specifications as applicable to communicate intent for specific equipment, materials, and finishes.

D. "Narratives" are supplemental descriptions of systems including technical and performance requirements. Narratives should describe relevant project background and context, the goals and operational needs of ACFD, and any other pertinent information that is otherwise not described elsewhere in the Bridging Documents. Architect shall provide a narrative for each project discipline.

F. For the Architect's reference, ACFD will make available design and narrative documents that have been produced for Fire Stations 7 and 25. It is expected that many of the design principles and requirements from Stations 7 and 25 will be applicable to Stations 24 and 26; however, it is the Architect's responsibility to tailor any reference information to meet the unique requirements of each station.

G. Architect shall coordinate and refine the 50% Schematic Design Documents to create the Bridging Documents, setting forth the scope and estimated price of the project, suitable for ACFD to obtain DBE proposals.

H. Bridging Documents need to allow latitude for the DBE design team to identify ways to save time and money, while clearly stating requirements that are essential to ACFD. For all components of the design, Architect shall discuss with ACFD whether performance or prescriptive design criteria will best serve ACFD's needs.

I. Architect shall clarify and communicate the design intent to serve as the basis of design for prospective DBE teams.

J. Architect shall ensure and confirm that the project will meet budgetary, programmatic, and sustainability goals.

K. Architect shall perform final code check of approved Schematic Design. Architect shall validate the documents with the governmental

authorities having jurisdiction over the project as well as any utility companies and provide summaries of such outreach.

- L. Architect shall include outline or performance specifications, design narratives for each discipline, describing functional priorities, quality levels, aesthetic requirements, LEED credits, design criteria, basic design loads, and requirements to meet applicable building codes and other regulations.
- M. Architect shall ensure the drawings, specifications, and narratives are prepared by a design professional or professionals who are duly licensed and registered in California.
- N. Bridging Documents shall be developed from Revit model(s) and all drawing sheets available in CAD format.
- O. Prior to transmitting the set to ACFD, Architect and its design team shall perform its own internal quality control check of the Bridging Documents. Architect shall provide to ACFD a list of all items internally identified and confirmed corrected prior to the set being transmitted to ACFD.

1.3.5.3.6. Add Alternates and Deduct Alternates. By the issuance of the 100% SD set, Architect shall update add alternates and deduct alternates sufficient to increase and decrease the Statement of Probable Construction Cost below by at least ten percent (10%) each way.

1.3.5.3.7. Statement of Probable Construction Cost. Based on the Bridging Design Documents and available data, the Architect shall provide an estimate of DBE design and construction cost. This Statement shall identify the cost impact of the add alternates and deduct alternates specified. Architect shall recommend and designate in its Statement a design contingency within the construction budget. Architect is responsible for providing a design that can be delivered through DBE delivery within the construction budget.

1.3.5.3.8. ACFD Review and Revisions of Bridging Documents. Architect shall facilitate a page turn review with its design consultants and Project Team to review the Bridging Documents. ACFD will provide comments and may request reasonable revisions to the Bridging Documents. Architect shall account for at least (1) revision cycle to the Bridging Documents to incorporate such requests by ACFD and address comments. Architect shall also be responsible for as many revisions as needed to correct errors, omissions, or conflicting information prior to ACFD's final acceptance of the Bridging Documents.

1.3.5.4 DBE Design & Construction Phase Support Services (Optional Services that may be required at ACFD's sole discretion)

1.3.5.4.1 Design Development (DD) and/or Construction Documents (CD) Design Phase Review. Architect and design consultants shall review DBE design submittal for general conformance with the design intent established with the Bridging Documents and note any areas of concern even if not specifically addressed in Bridging Documents. Architects' work product shall be a list of comments by discipline with sheet or specification references for each comment. Alternatively, Architect and design consultants can provide a markup of a .pdf set of drawings with a list of sheets containing comments. Architect shall include review of responses to comments from DBE and discussion with Program Manager to resolve any outstanding items.

1.3.5.4.2 On-call Services as-needed. Each Architect and design consultants shall provide contact for senior representative most familiar with the project to be available on an as-needed basis to review specific issues as they arise both in design phase and in construction phase.

1.3.5.4.3 Punch List. Each Architect and design consultants shall provide senior representative most familiar with the project to review project at substantial completion for conformance with permitted DBE design documents.

The proposed project team consists of [COMPANY NAMES AND SCOPES in the format “the COMPANY providing SCOPE services”]

1.4 Consultant’s Milestone Schedule and Deliverables

1.4.1 DELIVERABLES / REPORTS

1.4.1.1. Architect shall deliver to ACFD the following:

1.4.1.2. Building Program, Design Guidelines (Owner’s Project Criteria or OPC)

1.4.1.3. Basis of Design (BOD)

1.4.1.4. For Concept Design and Schematic Design/Bridging Documents phases:

1. Design Documents (drawings, specifications, narratives)
2. Add Alternates and Deduct Alternates
3. Statements of Probable Construction Cost
4. Design schedule (initial and updates)

1.4.1.5. Topographic, ALTA, Boundary & Utility Survey

1.4.1.6. Geotechnical Report

1.4.1.7. Meeting Minutes for all project team meetings attended by Architect

1.4.1.8. All meeting minutes from outreach to authorities having jurisdiction and utility agencies.

1.4.1.9. All electronic media generated by Architect associated with the development of the Bridging Documents – including but not limited to all CAD files, full Revit models, and 3D/elevation rendering files developed by Architect and all of its subconsultants. Architect shall perform/provide any file preparation and organization and file hosting services necessary to transmit these files. Consultant must provide any project deliverables in a format that is fully compliant with the Americans with Disabilities Act Web Content Accessibility Guidelines version 2.1, level AA guidelines, unless ACFD specifically authorizes a different format.

1.4.2 Milestone Schedule

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.

1.6 [Intentionally Omitted]

1.7 [Intentionally Omitted]

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 ACFD grants a written exemption to a specific standard or regulation.
- 2.1.3 Consultant shall review existing ACFD 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 ACFD 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 ACFD. Consultant shall review supplied design information and advise ACFD of its adequacy for Consultant's work and advise ACFD of any further design or other services necessary to complete the Project.
- 2.1.4 Unless otherwise permitted in writing by ACFD, 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 ACFD 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. ACFD will consider such evaluation in making its decision.

2.2 General Scope of Consultant's Services

- 2.2.1 Consultant's services shall include all professional services within the scope of Consultant's professional discipline (including Consultant's team's professional disciplines) necessary to accomplish the tasks defined throughout this Appendix. These services will include, but are not limited to, the services outlined in Consultant's proposed scope of services annexed to this Appendix as its Exhibit 1. Consultant shall have adequate personnel, facilities, equipment and supplies to complete Consultant's Services.
- 2.2.2 Performance of Services will require Consultant to work with, meet with, and attend meetings with ACFD 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 ACFD's approval for any subconsultants not listed in this Appendix and Exhibit 1. 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 ACFD harmless from any negligent errors or omissions of the Subconsultants.

- 2.2.4 Consultant shall provide ACFD 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, ACFD's Consultant Team, and ACFD 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 ACFD in writing if any ACFD staff or consultant fails in any manner to coordinate its work with Consultant, and the nature of the non-compliance. ACFD 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 ACFD. The ACFD shall make a reasonable determination of the acceptability of the deliverables. Consultant shall promptly correct deficiencies that ACFD reasonably identifies in the deliverables and shall promptly make modifications to conform with Project requirements and modifications to achieve acceptability of deliverables to ACFD at no additional cost. (If Consultant should disagree with ACFD's determination, Consultant shall make the changes requested by ACFD 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 ACFD 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, ACFD or any third party) of which Consultant becomes aware.

3. Consultant's Proposal

- 3.1 The consultant has prepared and supplied ACFD with a proposed scope of work dated [MONTH DAY YEAR], 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” Payments to Consultant, or Appendix “C” Insurance, the terms of the Agreement Form, Appendix “B” 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 ACFD 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 Services

- 4.1 Consultants shall provide complete construction bid documents 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. ACFD will furnish the Division 0 bid documents and general conditions.
 - 4.2.4 Optional services: 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 ACFD 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.
- 4.6 Submittal requirements to the ACFD:
 - 4.6.1 At 75% document completion: Submit four sets of blueprints, 24” x 36” or larger size, to the ACFD 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 ACFD Project Architect of Record.
- 4.7 Review and comment on the final as-built drawings.

5 Prevailing Wages

- 5.1 This contract contains work that is a public works project and is subject to monitoring and enforcement by the Department of Industrial Relations (DIR). Consultant and all subconsultants must pay all workers on all covered work performed pursuant to this contract not less than the general prevailing rate of per diem wages, holiday, and overtime work as determined by the Director of the DIR, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from ACFD or at www.dir.ca.gov.
- 5.2 Without limitation, Consultant shall comply with Sections 1725.5, 1775, 1776, and 1777.5 of the Labor Code. Section 1725.5 sets forth the responsibility of Consultant to be currently registered with DIR and qualified to perform public work. Section 1775 covers penalties to be assessed to Consultant for failure to pay prevailing wage rates. Section 1776 sets forth the responsibility of Consultant and any pertinent

subcontractor to keep accurate certified payroll records, which must be submitted to the Labor Commissioner pursuant to Section 1771.4 and to ACFD under Appendix G. Section 1777.5 covers the employment of properly registered apprentices and places the responsibility for compliance with Consultant for all apprenticeable occupations..

END OF APPENDIX A

APPENDIX B

PAYMENTS TO CONSULTANT

This is an appendix attached to, and made a part of and incorporated by reference with Agreement dated [MONTH DAY YEAR], between the Alameda County Fire Department (“acfd”) and [COMPANY NAME] (“Consultant”), providing for professional services.

- 1) Amount of Compensation for Services of Consultant
 - a) The amount of compensation to be paid to Consultant for all services under this Agreement shall not exceed **XXXXX dollars and XX cents (\$XXX,XXX)** 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.
 - b) “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 ACFD.
- 2) Monthly Billing Breakdown
 - a) Fee schedule:
XXXXX
 - b) ACFD shall make monthly payments to Consultant in accordance with approved Monthly Billing Breakdown, which shall be submitted by Consultant for ACFD’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.
 - c) All invoices must include:
 - i) Purchase Order Number
 - ii) Project Name
 - iii) Project Address
 - iv) Alameda County Fire Department’s Project Number
 - v) Project Manager Name
 - vi) Description of service performed
 - vii) Date range of services performed
 - viii) Sent electronically to: dgee@mack5.com.
- 3) Methods of Payment to Consultant
 - a) 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.
 - b) 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

APPENDIX C

END OF APPENDIX C

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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 when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$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:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
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 and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. 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 an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable 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. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
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.
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:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

APPENDIX D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION FORM

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

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

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

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

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

BIDDER: _____

PRINCIPAL: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

**DEBARMENT AND SUSPENSION
CERTIFICATION FORM**

APPENDIX E

THE IRAN CONTRA ACT (ICA) OF 2010

For Procurements of \$1,000,000 or more

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

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

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

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

Consultant:

Principal:

Signature:

Title

Date:

APPENDIX G

COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

The County of Alameda utilizes Elation Systems, a third-party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems (at <https://www.elationsys.com/APP/>) free of charge.

Upon receipt of signed contract documents, the prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Elation Systems support, resources, and assistance are available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered sub-contractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.