

for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD,
CASTRO VALLEY



Alameda County Fire Department

Seeks a qualified company to provide Phase 2 Environmental Site Assessment services
for
18911 Lake Chabot Rd., Castro Valley

REQUEST FOR STATEMENT OF QUALIFICATIONS No. 26-01 for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD, CASTRO VALLEY

Posted at [Contracting Opportunities | General Services Agency - Alameda County.](#)

Contact Person: Lynn Kozma, ACFD Procurements
Phone Number: (925) 833-3473
Email: Lynn.Kozma@alamedacountyfire.gov

RESPONSE DUE

by 2:00 pm

Thursday, April 9, 2026



for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD, CASTRO VALLEY

CALENDAR OF EVENTS

REQUEST FOR STATEMENT OF QUALIFICATIONS No 26-01: PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD, CASTRO VALLEY

EVENT	DATE/LOCATION
Request Issued	Feb 11, 2026
Virtual Networking/Proposers Conference	<p>Mar 2, 2026 @ 11:00 a.m. (PDT)</p> <p>TO ATTEND ONLINE:</p> <p>Join Phase 2 ESA Proposer Conference</p> <p>Dial in: +1 469-208-1516,,540174769#</p> <p>Phone conference ID: 540 174 769#</p>
<p>Written Questions Due via Email:</p> <p>Lynn.Kozma@alamedacountyfire.gov</p>	Mar 6, 2026 by 4:00 p.m. (PST)
List of Attendees	Mar 5, 2026
Q&A Issued	Mar 18, 2026
Response Due	Apr 9, 2026 by 2:00 p.m. (PST)
Evaluation Period	Apr 10, 2026 ~May 1, 2206
Vendor Interviews (if needed)	~Week of May 4, 2026
Notice of Intent to Award Issued	~Week of May 11, 2026
ACFD/Board Consideration Award Date	late June, 2026
Contract Start Date	July 2026

NOTE: All dates are tentative and subject to change.

for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD,
CASTRO VALLEY

COUNTY OF ALAMEDA

**REQUEST FOR STATEMENT OF QUALIFICATIONS No 26-01
SPECIFICATIONS, TERMS & CONDITIONS**

for

**PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD,
CASTRO VALLEY**

TABLE OF CONTENTS

	Page
CALENDAR OF EVENTS	5
STATEMENT OF WORK	8
INTENT	8
BACKGROUND.....	8
PROPOSERS QUALIFICATIONS	9
SPECIFIC REQUIREMENTS	10
DELIVERABLES / REPORTS.....	12
PROPOSERS CONFERENCE / VENDOR OUTREACH	12
COUNTY PROCEDURES, TERMS, AND CONDITIONS	14
EVALUATION CRITERIA / SELECTION COMMITTEE.....	14
CONTRACT EVALUATION AND ASSESSMENT	19
NOTICE OF INTENT TO AWARD	19
PROPOSAL PROTEST/APPEAL PROCESS.....	20
TERM / TERMINATION / RENEWAL	22
PRICING.....	23
AWARD	23
METHOD OF CONTRACTING	25
INVOICING	25
ACCOUNT MANAGER / SUPPORT STAFF	26
INSTRUCTIONS TO PROPOSERS	26
COUNTY CONTACTS.....	26

ATTACHMENTS

EXHIBIT A - PROPOSAL RESPONSE PACKET

APPENDIX A – PHASE 1 ESA

APPENDIX B – PROFESSIONAL SERVICES AGREEMENT TEMPLATE

APPENDIX C – INSURANCE REQUIREMENTS

APPENDIX D – DEBARMENT AND SUSPENSION CERTIFICATION

for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD,
CASTRO VALLEY

APPENDIX E - **-IRAN CONTRA ACT**

APPENDIX F – **LEVINE ACT STATEMENT**

APPENDIX G – **CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

STATEMENT OF WORK

INTENT

It is the intent of these specifications, terms, and conditions to describe Phase 2 Environmental Site Assessment (ESA) Services for 18911 Lake Chabot Road, Castro Valley.

The ACFD intends to award a three (3)-year contract (with option to renew for one (1) year) to the Proposer selected as the most responsible Proposer whose response conforms to the RFSOQ and meets ACFD and the County's requirements for Phase 2 ESA services.

The Proposer awarded a contract for this RFSOQ No. 26-01 cannot bid on any subsequent RFSOQs for projects developed under contract for this RFSOQ No. 26-01.

The Consultant is expected to collaborate with Alameda County Fire Department (ACFD) and ACFD's consultants including Bridging Architect, and County departments and divisions, executive leadership, and staff members.

BACKGROUND

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.

Rebuilding stations 24 and 26 represents phase 2 of our building project. ACFD intends for the second tranche of bond funds to be released at the start of construction of phase 2. Construction must then be complete within three (3) years.

ACFD New Fire Station Objectives

for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD,
CASTRO VALLEY

- Demolition of stations and construction of six (6) new fire stations funded by the \$90 million Bond Measure X.
- This procurement includes Phase 2 ESA services for one (1) of the six (6) new stations (see table below). ACFD intends to hire a firm to provide Phase 2 ESA services for the site of future fire station 26.
- The property currently consists of three (3) parcels. ACFD is working with Real Property management to consolidate the parcels into a single parcel.
- For convenience, the property is referred to by a single address but is meant to encompass all three parcels.

It is the responsibility of each potential proposer to thoroughly examine and be familiar with the ACFD Master Plans prior to submitting a proposal. The Proposers are encouraged to refer to the following links to these documents below:

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

A Phase 1 ESA for the site has been completed. The report is attached as Appendix A. The Phase 1 ESA identified one potential Recognized Environmental Concern (REC) due to historical information of contamination on an adjacent parcel to the north of the project site. It is the responsibility of the potential proposer to review the Phase 1 ESA report to develop their proposed approach to the Phase 2 ESA and report.

PROPOSERS QUALIFICATIONS

1. Proposer Minimum Qualifications

- a. Proposer shall be regularly and continuously engaged in the business of providing ESA services for at least five (5) years, which must be clearly stated or demonstrated in the bid response packet.
- b. Proposer shall meet the County's Small Local Emerging Business (SLEB) requirements in order to be considered for the contract award.
 1. 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.
- c. Proposer and its consultants shall possess all permits, licenses and professional credentials necessary to perform services as specified under

for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD,
CASTRO VALLEY

this RFP/Q. Unless noted otherwise in the RFP/Q, including any Addendum or published Questions and Answers, Proposer is not required to submit copies or verification of these documents, however, Proposer must provide such verification if requested by ACFD.

2. Proposer Specific Qualifications

This is a qualifications-based procurement. Proposer qualifications should address the following in the proposal:

- a. Knowledge and experience with local regulations and local regulatory agencies
- b. Sampling approach and testing methods suitable to the project and designed with clear strategy to mitigate regulatory delays
- c. Measures proposer employs to reduce costs or add value
- d. Description of your management approach and project team organization
 - i. Describe team organization and management
 - ii. Provide a table of key personnel and roles
 - iii. Provide résumés for all key personnel (no more than 2 pages per résumé)
- e. Description of your approach to enable seamless transition between phases
- f. Include specific examples of previous public projects of similar size and complexity

SPECIFIC REQUIREMENTS

ACFD is seeking the services of consulting firms to provide ESA services for one (1) parcel. The scope of work may include, but is not limited to the following:

Task 1

- Develop a site-specific sampling and testing plan with the goal of determining whether one or more actual REC is/are present on the project site.
- Develop a site-specific health and safety plan (HASP)
- Review site-specific sampling and testing plan with Alameda County Environmental Health Department (ACEHD)
- Revise and resubmit sampling and testing plan based on ACEHD feedback
- Obtain all required permits, execute the sampling and testing plan efficiently and thoroughly; include all laboratory analyses required

for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD,
CASTRO VALLEY

- Private utility locator (beyond 811) to locate any underground utilities ahead of drilling
- Analyze all data and compare to the latest ESL levels applicable.
- Write a complete Phase 2 Environmental Site Assessment (ESA) report and submit to ACEHD
- Meet with ACEHD to review the Phase 2 ESA report
- Revise Phase 2 ESA report based on ACEHD feedback
- Assist ACFD with all tasks required to be completed on Geotracker, including uploading test result files
- Fees for obtaining Electronic Deliverable Format (EDF) files from laboratories

Task 2

- Based on feedback from ACEHD, develop a data gap analysis/work plan
- Review the data gap analysis/work plan with ACEHD
- Revise, resubmit and review the plan to ACEHD
- Obtain all required permits, execute the data gap analysis plan efficiently and thoroughly; include all laboratory analyses required
- Private utility locator (beyond 811) to locate any underground utilities ahead of drilling
- Submit and review the results to ACEHD
- Prepare a final report summarizing the data gap analysis with ACEHD feedback and including a narrative of next steps to be performed for the site remediation work.
- Assist ACFD with all tasks required to be completed on Geotracker, including uploading test result files
- Fees for obtaining Electronic Deliverable Format (EDF) files from laboratories

It is the consultant's responsibility to identify all necessary tasks and components and provide all necessary services as required and in compliance with this RFP and all applicable standards and requirements.

General task requirements

- Advise and assist ACFD staff with questions related to the projects assigned; attend and coordinate meetings with staff and applicants; and collaborate and coordinate with ACFD staff, program manager and various consultants, as well

for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD,
CASTRO VALLEY

as state and local agencies as required.

- Consult with ACFD staff, program manager and consultants and provide input relating to environmental procedures, requirements and substantive issues, including the public noticing process, filings with state and local agencies, and the feasibility of specific mitigation/remediation measures.
- The Consultant will be expected to assist ACFD staff in all aspects of the environmental review process. The Consultant will be required to prepare, initiate and process all applicable documentation as required for the appropriate level of environmental review and filing, as appropriate.

DELIVERABLES / REPORTS

As described above, and to include the following but not limited to:

- Preparing a Phase 2 ESA report
- Preparing any work plans, data gap analysis, and/or revised reports as required by ACDEH should their oversight be needed.
- Electronic Deliverable Format (EDF) files from laboratories

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.

FEES/HOURLY RATE SHEETS

The pricing/fees and hourly rates will be submitted separately in a sealed envelope along with the proposal for the preceding Specific Requirements and Deliverables/Reports. Pricing/fees will include detail for Pricing/fees will include details for Task 1 and Task 2 mentioned under Specific Requirements.

Proposer shall provide hourly rates for all key personnel at all phases.

PROPOSERS CONFERENCE / VENDOR OUTREACH

The Proposers Conference will be held online on Monday, March 2, 2026. Proposers can participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) see the Calendar on page 2 for link to join the conference.

for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD,
CASTRO VALLEY

In order to get the best experience, the County recommends that Proposers who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.

Networking/Proposers Conferences will be held to:

Provide an opportunity for Proposers to ask specific questions about the project and request RFSOQ clarification.

Provide the County with an opportunity to receive feedback regarding the project and RFSOQ.

The list of Proposers Conference attendees will be released in a separate document.

Only written questions submitted via email and by the stated deadline will be addressed in an RFSOQ Question and Answer (Q&A) following the Networking/Proposers Conference(s). Should there be a need to amend or revise the RFSOQ, an Addendum will be issued following the Networking/Proposers Conferences. The Q&A and Addendum are the final stance of the ACFD.

All questions regarding these specifications, terms and conditions are to be submitted in writing via e-mail by 4:00 p.m. on March 6, 2026 to:

Lynn Kozma, ACFD Procurements

Lynn.Kozma@alamedacountyfire.gov

Phone: (925) 833-3473 x 1430

Potential Proposers are strongly encouraged to attend Networking/Proposers Conference(s) in order to further facilitate subcontracting relationships. Vendors who attend a Networking/Proposers Conference will be added to the Vendor Proposal List. Failure to participate in a networking/Proposers conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a Networking/Proposers Conference is highly recommended but is not mandatory.

COUNTY PROCEDURES, TERMS, AND CONDITIONS

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

for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD,
CASTRO VALLEY

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 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, the ACFD intend 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 the 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. The 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:

for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD, CASTRO VALLEY

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 disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFSOQ.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFSOQ specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFSOQ requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFSOQ specification.

The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight
A.	<p>Completeness of Response:</p> <p>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>	Pass/Fail

for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD, CASTRO VALLEY

	<p>To be considered complete, Proposers must include the complete and accurate documentation identified herein that they are certified small and local or emerging and local business or are partnering, joint venturing, or subcontracting with small and local or emerging and local business(es) that are certified at the time of response submittal. RFSOQ Responses that do not meet the County Small and Emerging Locally Owned Business (SLEB) Program requirements, as described in this RFSOQ, will be considered incomplete.</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>	
	<p>Debarment and Suspension:</p> <p>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>	<p>Pass/Fail</p>
<p>B.</p>	<p>Understanding of the Scope of Work</p> <ul style="list-style-type: none"> • Team demonstrates understanding of the overall ESA process for the delivery of public projects. 	<p>15 Points</p>
<p>C.</p>	<p>Proposer Qualifications:</p> <ul style="list-style-type: none"> • Knowledge and experience with local regulations and local regulatory agencies (15 points) • Sampling approach and testing methods suitable to the project and designed with clear strategy to mitigate regulatory delays (10 points) • Measures proposer employs to reduce costs or add value (5 points) • Description of your management approach and project team organization (10 points) 	<p>40Points</p>

for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD, CASTRO VALLEY

	<ul style="list-style-type: none"> • Include specific examples of previous public projects of similar size and complexity (10 points) 	
D.	<p>Scope of Services and Deliverables to be provided:</p> <p><u>Services proposed to be provided (15 points):</u></p> <ul style="list-style-type: none"> • Proposed scope of services is appropriate for all aspects of the work. Scope addresses all known project needs. • Proposed preliminary project schedule is reasonable. <p><u>Project Deliverables (10 points):</u></p> <ul style="list-style-type: none"> • Deliverables are appropriate to scope set forth in the requirements. 	25 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>	10 Points
F.	<p>Oral Interview:</p> <p>The oral interview on the proposal shall not exceed 60 minutes. The oral interview may include responding to standard and specific questions from the CSC regarding the Proposer’s proposal. The scoring may be revised based on the oral interview.</p>	10 Points
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%

for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD, CASTRO VALLEY

<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>	<p>5%</p>
---	-----------

CONTRACT EVALUATION AND ASSESSMENT

During the initial 120 day period of any contract which may be awarded to the Contractor, ACFD may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.

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

The contractor has complied with all terms of this RFSOQ; and

Any problems or potential problems with the proposed goods and services were evidenced which make it unlikely (even with possible modifications) that such goods and services have met or will meet the ACFD requirements.

If, as a result of such determination, the ACFD concludes that it is not satisfied with Contractor, Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted for therein, the Contractor will be notified that the contract is being terminated. The contractor shall be responsible for returning ACFD facilities to their original state at no charge to ACFD. The ACFD will have the right to invite the next highest ranked Proposer to enter into a contract. The County also reserves the right to re-Proposal this project if it is determined to be in its best interest to do so.

NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFSOQ response evaluation process (“Evaluation Process”), all Proposers will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by ACFD. The document providing this notification is the Notice of Intent to Award.

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

- a. The name of the Proposer being recommended for contract award; and
- b. The names of all other parties that submitted proposals.

for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD,
CASTRO VALLEY

2. At the conclusion of the RFSOQ response evaluation process and negotiations, debriefings for unsuccessful Proposers will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's Proposal. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Proposer.
3. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Directors.

PROPOSAL PROTEST/APPEAL PROCESS

ACFD 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 for this project 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 by any Proposer regarding any other Proposal must be submitted in writing to the ACFD Lynn.Kozma@alamedacountyfire.gov before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Proposer. A Proposal protest received after 5:00 p.m. is considered received as of the next business day.
 - 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, fax number and telephone number of the person representing the protesting party.
 - d. The County Agency/Department will notify all Proposers of the protest as soon as possible.

for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD,
CASTRO VALLEY

2. Upon receipt of the written protest, ACFD will review and evaluate the protest and issue a written decision. The ACFD, may, at its discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Proposer and others (as appropriate) to discuss the protest. The decision on the Proposal protest will be issued at least ten (10) business days prior to the Board hearing.

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

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

for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD,
CASTRO VALLEY

- following the Proposal or, where appropriate, County contracting policies or other laws and regulations.
- c. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the ACFD. As such, a Proposer is prohibited from stating new grounds for a Proposal protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the ACFD, and will determine whether to uphold or overturn the protest decision.
 - d. The Auditor's Office may overturn the results of a Proposal process for ethical violations by ACFD staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive Proposal process, regardless of timing or the contents of a Proposal protest.
 - e. The decision of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCCR will be furnished to the protestor, the Proposer whose Proposal is the subject of the Proposal protest, and all Proposers affected by the decision.
4. ACFD will complete the Proposal protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Directors/Supervisors.
 5. The procedures and time limits set forth in this paragraph are mandatory and are each Proposer's sole and exclusive remedy in the event of Proposal Protest. A Proposer's failure to timely complete both the Proposal protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Proposal protest, including filing a Government Code Claim or legal proceedings.

TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFSOQ, will be three (3) years with an option to extend by one (1) year.

for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD,
CASTRO VALLEY

PRICING

1. Proposer must submit the fees separately in a sealed envelope for **Phase 2 ESA Lake Chabot Rd** and a rate sheet listing the hourly rate for all key personnel to ACFD with the proposal. The envelope will not be opened by the ACFD unless and until the ACFD enters into contract negotiations.
2. Proposer shall provide a fee (based on hourly rates) broken down by scope of work listed above under Specific Scope of Work Tasks.
3. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.
4. Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract

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 County and/or ACFD need to contract with another Proposer(s).
2. Small and Emerging Locally Owned Business: The County/ACFD is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the ACFD's purchase of goods and services.

for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD,
CASTRO VALLEY

As a result of the County's commitment to advance the economic opportunities of these businesses, **Proposers must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:

- [Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm) [<http://acgov.org/auditor/sleb/overview.htm>]; and
- [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/>]

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.

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.

3. The ACFD reserves the right to reject any or all responses that materially differ from any terms contained in this RFSOQ or from any Exhibits attached hereto, 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.
4. Any proposal that contains false or misleading information may be disqualified by the ACFD.
5. The ACFD has the right to decline to award this contract or any part thereof for any reason.
6. Board of Directors/Supervisors approval to award a contract is required.
7. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board of Directors/Supervisors approval.
8. Final Professional Services Agreement terms and conditions will be negotiated with the selected Proposer. Professional Services Agreement template is attached in "Appendix B".

for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD,
CASTRO VALLEY

9. The RFSOQ specifications, terms, conditions and 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.

METHOD OF CONTRACTING

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.

POs and payments for goods and/or services will be issued only in the name of the Consultant, as identified on the contract.

The Consultant must adapt to changes to the method of ordering procedures as required by the ACFD during the term of the contract.

Amendments to the Professional Services Agreement shall be agreed upon by Consultant and County/ACFD and issued as needed in writing by County/ACFD.

INVOICING

Consultant shall invoice the requesting department unless otherwise advised, upon satisfactory receipt of goods and/or performance of services.

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.

ACFD will notify the Consultant of any adjustments or corrections that must be made to receive payment on an invoice.

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.

Consultant must utilize a standardized invoice format upon request.

Invoices must be issued by, and payments made to, the Consultant who is awarded a contract.

for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD,
CASTRO VALLEY

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.

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.

ACCOUNT MANAGER / SUPPORT STAFF

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.

Consultant must also provide adequate, competent support staff that shall be able to service the County and/or 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.

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.

INSTRUCTIONS TO PROPOSERS

COUNTY CONTACTS

ACFD is managing the competitive process for this project. All contact during the competitive process is to be through the ACFD representative only.

The evaluation phase of the competitive process shall begin upon receipt of sealed Proposals until a contract has been awarded. Proposer shall not contact or lobby evaluators during the

for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD,
CASTRO VALLEY

evaluation process. Attempts by Proposer to contact evaluators may result in disqualification of proposer.

Contact Information for this RFSOQ:

Lynn Kozma, ACFD Procurements
Alameda County Fire Department
6363 Clark Avenue
Dublin, CA 94568
E-Mail: Lynn.Kozma@alamedacountyfire.gov
Phone: (925) 833-3473

The Alameda County Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to **Alameda County Current Contracting Opportunities** [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>] to view current contracting opportunities.

SUBMITTAL OF PROPOSALS

Document Submittal

All proposal documents must be submitted in 2 hard copies along with an electronic copy on a thumb drive by 2:00 p.m. on the due date specified in the Calendar of Events to **Alameda County Fire Department, 6363 Clark Avenue, Dublin, CA 94568, Attention: Lynn Kozma**. The envelope should be clearly labeled **Phase 2 ESA Lake Chabot Rd**.

Proposers **must** submit an electronic version of their proposal in a PDF file, preferably a single file.

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.**

for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD,
CASTRO VALLEY

In whole or in part, proposal responses are NOT to be marked confidential or proprietary. The County and 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. The County and ACFD 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/)

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.

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. 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.

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


for PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (ESA) SERVICES FOR 18911 LAKE CHABOT ROAD,
CASTRO VALLEY

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.), County and 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).

PROPOSAL RESPONSE PACKET

INSTRUCTIONS

- As a guideline to assist in developing proposals, each proposal must respond to the following sections. All pages of the submission must be numbered excluding attachments. Submissions must NOT exceed (25) pages excluding cover page, table of contents, divider pages, and attachments (resumes and project examples).
- The proposal content is to be organized in the sections as follows including maximum page limits excluding resumes and project examples:
 - Cover Page
 - Table of Contents
 - Letter of Transmittal – maximum of two (2) pages
 - Proposer Qualifications (maximum twenty-five (25) pages)
 - Narrative of Proposed Scope of Work and Deliverables – maximum ten (10) pages
 - References – three (3) pages - one page project summary per reference – note: excludes reference summary page
- Attachments
 - Résumés (2-page limit per résumé)
 - Exceptions and Clarifications
 - SLEB Information Sheet
 - Credentials and Professional Certifications
 - Debarment and Suspension Certification
- As described in the submittal of Proposals section of this RFSOQ, Proposers must submit an electronic copy of the Proposal in PDF. The electronic copy must have all appropriate pages signed ().
- Provide two hard copies of the proposal and one electronic copy on a thumb drive. In a separate sealed envelope clearly labeled “Phase 2 ESA Lake Chabot Rd”, provide the fee to be submitted to Alameda County Fire Department, 6363 Clark Avenue, Dublin, CA 94568, Attention; Lynn Kozma.
- Proposers shall not modify the Proposal Response Packet or any other County-provided document unless instructed to do so. Modifications Proposers are instructed to make include:
 - On the cover page of the Proposal Response Packet, Proposers must replace the information in **BLUE** font (name of Proposer organization, primary contact name, etc.).

- Proposer must quote price(s) as specified in the RFSOQ, including any addendums.
- Proposers that do not comply with the requirements, and/or submit incomplete Proposal packages, are subject to disqualification and their Proposals being rejected.
- If a Proposer is making any clarifications or taking exception to policies or specifications of this RFSOQ, these must be submitted in the *Exceptions and Clarifications* form of the Proposal Response Packet in order for the Proposal response to be considered complete.

Date of Submission

Name of Proposers Organization

Primary Contact Name

Primary Contact Title

Address 1

Address 2

City, State Zip Code

Phone Number

Email Address

PROPOSAL RESPONSE PACKET

RFSOQ No. 26-01

PHASE 2 ENVIRONMENTAL SITE ASSESSMENT
(ESA) SERVICES FOR 18911 LAKE CHABOT
ROAD, CASTRO VALLEY

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

Non-Profit/Church

Sole Proprietor

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: _____

E-mail Address: _____

PROPOSER ACCEPTANCE

1. The undersigned declares and agrees that the Proposal Documents, including, without limitation, the RFSOQ, Q&A, Addenda, and Exhibits have been read and accepted.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Proposal Documents of RFSOQ No. 26-01 Phase 2 Environmental Site Assessment (ESA) for 18911 Lake Chabot Rd, Castro Valley.
3. The undersigned has reviewed the Proposal Documents and fully understands the requirements in this Proposal including, but not limited to, general ACFD and County requirements, and that each Proposer who is awarded a contract shall be, in fact, a prime Contractor, 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.
4. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
 - **Debarment & Suspension Policy**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/>]
 - **Iran Contracting Act (ICA) of 2010**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>]
 - **General Environmental Requirements**
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>]
 - **Alameda County SLEB Program Overview**
[<http://acgov.org/auditor/sleb/overview.htm>]
 - **Alameda County SLEB Program Additional Information**
[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
 - **First Source**
[<http://acgov.org/auditor/sleb/sourceprogram.htm>]

- **Online Contract Compliance System**

[<http://acgov.org/auditor/sleb/elation.htm>]

- **General Requirements**

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>]

5. 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.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Proposal, the Proposer certifies that if awarded a contract they will make no claim against the ACFD based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: Vendors who do business with the ACFD shall hold the Alameda County Fire Department, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
8. In addition to the ACFD’s requirements, this project is subject to the terms and conditions imposed by Measure X, the Alameda County Fire Department Fire Safety Bond attached for reference as “Appendix A”. The undersigned agrees to all the terms, conditions, certifications, and requirements outlined in “Attachment A”.
9. The undersigned acknowledges **ONE** of the following (please check only one box):
 - Proposer is not local to Alameda County and is ineligible for any Proposal preference; **OR**
 - Proposer is a certified SLEB at the time of Proposal submittal and is requesting 10% Proposal preference; (Proposer must check the first box and provide its SLEB Certification Number in the [SLEB Information Sheet](#)); **OR**
 - Proposer is LOCAL to Alameda County and is requesting 5% Proposal 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 business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

SIGNATURE:  _____

Name/Title of Authorized Signer: _____

Dated this _____ day of _____ 20_____

TABLE OF CONTENTS

Instructions: Proposer shall 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 shall be clearly marked *Table of Contents*.

LETTER OF TRANSMITTAL

Instructions: Proposer shall 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*.

Maximum Length: 2 pages

FEES/ HOURLY RATE SHEET

Instructions: Proposer must submit the fees separately in a sealed envelope for Phase 2 ESA Lake Chabot Rd and a rate sheet listing the hourly rate for all key personnel along with the proposal. The envelope will not be opened by the ACFD unless and until the ACFD enters into contract negotiations.

The fees/hourly rates shall be itemized to minimally include:

Task 1

- Develop a site-specific sampling and testing plan with the goal of determining whether one or more actual REC is/are present on the project site.
- Develop a site-specific health and safety plan (HASP)
- Review site-specific sampling and testing plan with Alameda County Environmental Health Department (ACEHD)
- Revise and resubmit sampling and testing plan based on ACEHD feedback
- Obtain all required permits, execute the sampling and testing plan efficiently and thoroughly; include all laboratory analyses required
- Private utility locator (beyond 811) to locate any underground utilities ahead of drilling
- Analyze all data and compare to the latest ESL levels applicable.
- Write a complete Phase 2 Environmental Site Assessment (ESA) report and submit to ACEHD
- Meet with ACEHD to review the Phase 2 ESA report
- Revise Phase 2 ESA report based on ACEHD feedback
- Assist ACFD with all tasks required to be completed on Geotracker, including uploading test result files
- Fees for obtaining Electronic Deliverable Format (EDF) files from laboratories

Task 2

- Based on feedback from ACEHD, develop a data gap analysis/work plan
- Review the data gap analysis/work plan with ACEHD
- Revise, resubmit and review the plan to ACEHD
- Obtain all required permits, execute the data gap analysis plan efficiently and thoroughly; include all laboratory analyses required

- Private utility locator (beyond 811) to locate any underground utilities ahead of drilling
- Submit and review the results to ACEHD
- Prepare a final report summarizing the data gap analysis with ACEHD feedback and including a narrative of next steps to be performed for the site remediation work.
- Assist ACFD with all tasks required to be completed on Geotracker, including uploading test result files
- Fees for obtaining Electronic Deliverable Format (EDF) files from laboratories

Maximum Length: There is no limit.

PROPOSER QUALIFICATIONS

Instructions: In this section, Proposer shall address all minimum and specific qualifications requested in the RFSOQ. The section shall be clearly entitled *Qualifications*.

Proposer shall address specific requirements

Knowledge and experience with local regulations and local regulatory agencies

Sampling approach and testing methods suitable to the project and designed with clear strategy to mitigate regulatory delays

Measures proposer employs to reduce costs or add value

Description of your management approach and project team organization

Description of your approach to enable seamless transition between phases

Include specific examples of previous public projects of similar size and complexity

Maximum Length: 25 pages exclusive of résumés. Provide résumés as attachments.

NARRATIVE OF PROPOSED SCOPE OF WORK AND DELIVERABLES

Instructions: This section shall describe the Proposers approach to provide the **Scope of Services described in the RFSOQ** and shall include but not limited to the following:

1. Scope of Services. Describe in detail the scope of services being provided.
2. Ability to Meet Schedules. Describe how you will develop, maintain, and update project schedule. Include a preliminary schedule for the project.
3. Project Deliverables. Describe in detail the project deliverables by the Proposer.

Maximum Length: Maximum 10 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. 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 shall include a project summary. The summary shall be no more than **one (1) page**. References must be satisfactory as deemed solely by ACFD. References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.

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 Proposers submission.

Proposers are strongly encouraged to notify all references that ACFD 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.

REFERENCES

Phase 2 ESA Lake Chabot Rd

Proposer Name: _____

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

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

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

EXCEPTIONS AND CLARIFICATIONS

Instructions: On the following page is the **Exceptions and Clarifications** form. Proposers must use this form to identify any and all exceptions and/or clarifications to the RFSOQ and associated Proposal Documents.

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

EXCEPTIONS AND CLARIFICATIONS

Phase 2 ESA Lake Chabot Rd

Proposer Name: _____

List below requests for exceptions and clarification, if any, to the RFSOQ and associated Proposal Documents, and submit with your Proposal response.

The ACFD is under no obligation to accept any exceptions and clarifications and 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>Vendor takes exception to...</i>

*Use additional pages as necessary

CREDENTIALS

Instructions: This page must be included as part of the Proposal Response Packet. Following this page, Proposers are to provide proof of any permits, licenses, and/or professional credentials necessary to supply product and perform services as specified in this RFSOQ.

SLEB INFORMATION SHEET

Instructions: On the following page is the *SLEB Information Sheet*. Every Proposer must fill out and submit a signed SLEB Information Sheet, indicating their SLEB certification status. If 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 complete at the time of Proposal submittal for SLEB primes and SLEB subcontractor(s).

- For questions/information regarding SLEB certification including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit at (510) 891-5500.
- Proposer shall present a plan for inclusion of designated, certified Small Local Emerging Business (SLEB) subconsultant(s) at the time of submittal of the RFSOQ.

**SMALL LOCAL EMERGING BUSINESS (SLEB)
INFORMATION SHEET
RFSOQ No. 26-01– Phase 2 ESA Lake Chabot Rd**

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 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 Proposal 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 economic, but this partnership will also assist the SLEB to grow and build capacity to eventually Proposal 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; \[https://www.elationsys.com/elationsys/\]](https://www.elationsys.com/elationsys/).

<input type="checkbox"/> 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

<input type="checkbox"/> 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: <input type="checkbox"/> Small / <input type="checkbox"/> Emerging NAICS Codes Included in Certification: _____ SLEB Subcontractor Principal Name: _____ SLEB Subcontractor Principal Signature: _____ Date: _____

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:

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 award, but will be considered in determining Contractor 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 signature of this Certification.

PROPOSER: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing the Proposal Response Packet, the Proposer agrees to meet the minimum insurance requirements prior to award. Insurance documentation must be provided to the ACFD, prior to award, and include an insurance certificate and additional insured certificate, naming the Alameda County Fire Department, which meets the minimum insurance requirements, as stated in the RFSOQ.

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

**SEE NEXT PAGE FOR COUNTY OF ALAMEDA
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:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: Alameda County Fire Department, its Board of Directors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the ACFD. Acceptance of Contractor's insurance by ACFD shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the ACFD of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to A, evidencing that all required insurance coverage is in effect. The ACFD reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

APPENDIX A

Phase 1 ESA for 18911 Lake Chabot Road

[Link to Phase 1 ESA](#)

APPENDIX B

SAMPLE

PROFESSIONAL SERVICES AGREEMENT

FOR

COUNTY OF ALAMEDA

[PROJECT NUMBER, NAME]

With

<<INSERT CONSULTANT>>

for the

Phase 2 Environmental Site Assessment for 18911 Lake Chabot Road

Contract No. XXXXX

ALAMEDA COUNTY FIRE DEPARTMENT

COUNTY OF ALAMEDA

AGREEMENT BETWEEN THE ALAMEDA COUNTY FIRE DEPARTMENT AND

<<INSERT COMPANY NAME>>

This Agreement is made this **XX** day of **[MONTH], 2025**, in the City of Oakland, State of California, by and between **[NAME OF COMPANY]**, hereinafter referred to as “Consultant” and the Alameda County Fire Department, a political subdivision of the State of California, 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.

Agreement This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, Appendices “A,” “B,” and “C,” attached hereto.

Consultant [Name of Company]

County County of Alameda

ACFD Alameda County Fire Department.

Project The ACFD’s Phase 2 ESA services for 18911 Lake Chabot road 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, 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 18 months from contract start date.

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), and unless Consultant gives written notice of the excusable event and requests a time extension within ten days of the occurrence of the excusable event. (Excusable events shall be limited to acts of neglect by 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 be within Basic Services and not entitle Consultant to extra costs or Additional Services.)
- 3.4 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than excusable delays, Consultant shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement.

4 Compensation

- 4.1 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 in 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 and the County. 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 and approved by the County's General Services Agency Director for payment to the Consultant pursuant to the terms of this Agreement.
- 5.2 Except as may be provided by applicable law governing emergency conditions, 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, <<INSERT CONSULTANT CONTACT AND INFORMATION>> and Consultant shall direct all communications to ACFD through Eric Moore, Alameda County Fire Department, 6363 Clark Ave. Dublin, CA 94568.
- 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, and shall be supervised by Consultant.
- 6.3 Consultant agrees that all professional personnel assigned to the Project will be listed in its proposal, Exhibit 1 to Appendix "A," attached hereto and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel are not bound by personal employment contracts to Consultant. Consultant agrees that reassignment of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of 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. The consultant also represents that it has extensive knowledge of all applicable building codes, laws, regulations, and ordinances.
- 7.3 Consultant represents that it and its subconsultants have specialized expertise in 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 environmental consulting 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, Consultant shall defend (with legal counsel reasonably acceptable to ACFD) indemnify, 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, indirect and incidental special and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise from, or are brought for, or on account of or are connected in any way to Consultant's performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. ACFD may participate in the defense of any such claim without relieving Consultant of any obligation hereunder. This indemnity obligation shall be for the full amount of all damage to ACFD, including defense costs, and shall not be limited by any insurance limits.

- 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 by the Consultant in the performance of this Agreement.
- 8.3 ACFD shall include a provision in the construction contract with the general contractor on the Project requiring the general contractor to indemnify Consultant for damages resulting from the negligence of the general contractor and its subcontractors. ACFD shall also include a provision in the construction contract with the general contractor on the project requiring the general contractor to name Consultant as an additional insured on its CGL insurance coverage.
- 8.4 Consultant shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities and insurance obligations in favor of 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 an 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. The suspension shall be treated as an excusable delay, and Consultant shall be compensated for such delay to the extent provided under this Agreement.

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

13 Termination of Agreement for Cause

13.1 If at any time 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 10 calendar days, Consultant must provide ACFD within the 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 10 calendar days, Consultant must provide ACFD within the 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. .

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 or ACFD.

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 work products, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination (including mockups and model(s)), completed or partially completed plans, drawings, information, in whatever form (i.e., hard-copy and electronic), all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if the Agreement had been completed, would have been required to be furnished to ACFD and have been compensated for by the 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 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. The Agreement may be amended accordingly, and Consultant shall be paid the agreed amount.

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

- 14.5.1 Reasonable value of Consultant's Services performed prior to Notice of Termination, based on Consultant's entitlement to compensation under Appendix "B," "Payments to Consultant." Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions for such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, the cost of materials to be retained by Consultant, amounts realized from the sale of materials, and for other appropriate credits against the cost of Services. Such amount or amounts may include profit, but not in excess of 10 percent of Consultant's total costs of performing the Services.
- 14.5.2 When, in opinion of 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-judgement interest, or any other expense which is not reasonable or authorized under Section 14.5.
- 14.7 This section shall not prohibit Consultant from recovering costs necessary to discontinue further Services under the Agreement as provided for in Section 14.2 or costs authorized by 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 ground for termination of this Agreement by ACFD for cause.

Consultant agrees to comply with all conflict of interest codes adopted by the ACFD 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 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, 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

Eric Moore, Deputy Chief of Support Services

6363 Clark Ave.

Dublin, CA 94568

To Consultant:

Tania Treis, Principal

717 Market St #400,

San Francisco, CA 94103

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

18 Ownership of Results/Work for Hire

18.1 Any interest (including, but not limited to, property interests and copyright interests) of Consultant or its Subconsultants, in work products, including but not

limited to, drawings, plans, specifications, studies, reports, memoranda, computational sheets or other documents (including but not limited to, electronic media) prepared by Consultant or its Subconsultants in connection with Services to be performed under this Agreement shall become the property of and will be transmitted to 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 work products, including but not limited to, drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Consultant during the course of performing the Services and providing services with respect to the Project, for a period of at least five years following final completion and acceptance of the Project. All such records (except for materials subject to the attorney-client privilege, if any) shall be available to 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 pertaining to both Basic Services or Additional Services 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 or electronically 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 that are not electronic are not kept and maintained by Consultant within a radius of fifty (50) miles from ACFD's offices at 6363 Clark Avenue, 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 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 or any department thereof at any time that this Agreement is in effect, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of ACFD.

21. Small Local and Emerging Business (SLEB) Participation:

Consultant shall subcontract with Grasseti Environmental Consulting and Baseline Environmental Consulting and Archaeological/Historical Consultants (AHC) for services to be provided under this Agreement in an amount equal to twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

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.

ACFD will be under no obligation to pay a 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 County premises. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents or assigns shall be deemed a material breach of this Agreement.

25 Compliance with Americans with Disabilities Act

Consultant acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether

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

26 Disputes

- 26.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the County General Services Agency Director or his designee, and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral may be initiated by written request from either party and a meeting between the 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 The parties shall execute one original and six copies of this Agreement.

28 Compliance with Laws

28.1 Consultant represents that it will comply with all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over the Project, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.

28.2 Consultant further represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations, consistent with the standard of care in this Agreement.

29 Construction

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

30 Miscellaneous

30.1 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by 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 that relate in any way to the subject matter of this

Agreement shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.

- 31.2 Consultant, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Consultant shall require its Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.
- 31.3 Consultant and its Subconsultants shall, upon request by 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.

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 special district of Alameda County

By: _____ Date: _____

David Haubert, President Board of Directors

“Consultant” <<INSERT NAME OF CONTRACTOR>>

By: _____ Its: _____

<<NAME>>

Principal

Date: _____

Approved as to form:

County Counsel, <<NAME>>

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 <<INSERT CONSULTANT>> (“Consultant”), providing for professional services.

1.1 The ACFD’s Proposed Phase 2 ESA for 18911 Lake Chabot Rd-

1.1.1 Details

1.2 Consultant Team

Consultant shall provide <<INSERT SERVICE TYPE>> services and is the prime consultant. 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

For full scope of work and all details, see the revised scope of work set forth in Consultant’s Scope of Services document dated [XXXX] incorporated into this Appendix by this reference and attached to this Appendix as Exhibit 2. The requested services are set forth in <<INSERT PROCUREMENT TYPE AND NUMBER>> dated [XXXX] incorporated into this Appendix by this reference and attached to this Appendix as Exhibit 3.

The proposed project team consists of <<INSERT CONSULTANT>> providing <<INSERT SERVICE TYPE>> consulting services <<INSERT PROJECT DESCRIPTOR AND ANY SUBCONSULTANTS>>

1.4 Consultant’s Milestone Schedule and Deliverables

1.4.1

Personnel and Sub consultants

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

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 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 be performed normally 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 2. 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 2, 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 Exhibits 1 and 2 and this Appendix. Consultant shall require each of its subconsultants to execute agreements containing a standard of care and indemnity provisions coextensive with those in this Agreement and which will indemnify and hold 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). 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 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 2. 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, and the cost thereof is included in the fee for Basic Services. (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 2 and incorporated herein by this reference ("Proposal"). Consultant's Proposal represents Consultant's initial proposed scope of services. This Agreement (and its appendices) the Proposal are deemed complimentary; what is called for by one is as binding as if called for in both, and shall be performed by Consultant. In the case of direct conflict between this Agreement and the Proposal, then the following rules apply:

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

3.3 Regarding any conflict (direct or indirect) between the Proposal and this Appendix A, the more stringent requirements providing the 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 Basic Services

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

5 Additional Services

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

END OF APPENDIX A

APPENDIX B

PAYMENTS TO CONSULTANT

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

1. Amount of Compensation for Services of Consultant

1.1. Excluding Additional Services only, the amount of compensation to be paid to Consultant for all services under this Agreement shall not exceed three hundred fourteen thousand eight hundred twenty four dollars and zero cents (\$314,824.00) referred to hereafter as the Not To Exceed Amount (“NTE”). Total compensation due Consultant shall be the actual amount invoiced based upon the Consultant’s hourly billing, which may be less than the NTE amount. Reimbursable Expenses are included in the NTE. The NTE also includes within its scope the scope of all subconsultants and their reimbursables, and shall constitute full compensation for the Services.

1.2 “Reimbursable Expenses” means job-related expenses directly incurred by Consultant in the performance of services provided under the Agreement. Reimbursable expenses include mail and overnight delivery services, reproduction of reports, drawings, specifications, photographs and similar. Normal travel expenses to and from the site are included in the base contract. Out-of-State travel in connection with the project shall be approved in advance by ACFD.

2. Monthly Billing Breakdown

2.1.1. 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.

2.1.2. All invoices must include:

Purchase Order Number

Project Name

Project Address

Project Number

Project Manager Name

Description of service performed

Date range of services performed

Sent electronically to: Finance.ACFD@alamedacountyfire.gov or mail to Alameda County Fire Department, Finance Manager, 6363 Clark Avenue, Dublin, CA 94568.

3 Methods of Payment to Consultant

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

3.2 For Additional Services. The ACFD shall pay Consultant for Additional Services, as defined below, as follows:

3.2.1 General. For Additional Services of Consultant's professional staff engaged directly on the Project, on the basis of a lump sum amount negotiated between the parties, or, at ACFD's option, based on hourly rates per Consultant's Billing schedule with an agreed Not-to-Exceed amount.

3.2.2 Subconsultants. For Additional Services of Subconsultants employed by Consultant to render Additional Services, the amount billed to Consultant, therefore.

3.2.3 For Additional services on an hourly basis, Consultant agrees that all Subconsultant billing will be limited to a not-to-exceed amount upon prior written approval of the ACFD.

4. Definitions

4.1. "Additional Services" mean services beyond the scope of the Services defined in this Agreement. Additional Services must be authorized in writing prior to proceeding.

4.2. The Billing Rates used as a basis for payment apply to all of Consultant's and Subconsultants' principals, professional personnel and others engaged directly on the Project. The Billing Rates shall remain constant throughout this Agreement, and shall not be adjusted for inflation, salary adjustments, cost changes, or any other reason.

END OF APPENDIX B

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:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: Alameda County Fire Department, its Board of Directors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the ACFD. Acceptance of Contractor's insurance by ACFD shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the ACFD of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to A, evidencing that all required insurance coverage is in effect. The ACFD reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

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:	Title
Signature:	Date:

APPENDIX F

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

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.