



AKI K. NAKAO, Director

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COUNTY OF ALAMEDA
ARCHITECTURAL & ENGINEERING PROFESSIONAL SERVICES
REQUEST FOR PROPOSAL AND STATEMENT OF QUALIFICATIONS

SPECIFICATIONS, TERMS & CONDITIONS
for
SAN LORENZO LIBRARY BUILDING EXPANSION
SAN LORENZO, UNINCORPORATED ALAMEDA COUNTY
PROJECT NO. 10034

NETWORKING/PROPOSERS CONFERENCES

Mandatory/Info Conference
on
Monday March 28, 2011
At
10:00AM
Conference Room 1107
1401 Lakeside Dr., 11th Floor, Oakland, CA

Networking/Info Conference
on
Wednesday March 30, 2011
At
10:00AM
Conference Room 201
1401 Lakeside Dr., 2nd Floor, Oakland, CA

For complete information regarding this project see RFP/SOQ posted at
http://www.acgov.org/jsp_app/gsa/purchasing/bid_content/contractopportunities.jsp or contact
the person listed below. Thank you for your interest!

Contact Person: Bernadette Delgado, Sr. Project Manager
Phone Number: (510) 208-9590
Email Address: bernadette.delgado@acgov.org

RESPONSE DUE

by
2:00 p.m.
on
Tuesday May 3, 2011
at
Alameda County, GSA-Technical Services
1401 Lakeside Drive, Suite 800
Oakland, CA 94612

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SAN LORENZO LIBRARY BUILDING EXPANSION - PROJECT NO. 10034**A/E SERVICES****RFP/SOQ****I. ACRONYM AND TERM GLOSSARY**

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

A/E	Architecture(-al) and Engineer(-ing)
Board	Shall refer to the County of Alameda Board of Supervisors
CEQA	California Environmental Quality Act (Mitigation Measures)
CSC	Shall refer to County Selection Committee
Contractor	When capitalized, shall refer to selected Proposer that is awarded a contract
County	When capitalized, shall refer to the County of Alameda
Federal	Refers to United States Federal Government, its departments and/or agencies
F.O.B.	Shall mean without charge for delivery to destination and placing on board a carrier at a specified point (Free On Board)
GSA	General Services Agency – County of Alameda
IRS	Refers to Internal Revenue Service
Labor Code	Refers to California Labor Code
MSDS	Refers to Material Safety Data Sheets
NPDES	National Pollution Discharge Elimination System
OSHA	Refers to California Occupational Safety and Health Administrations
Project Team	Designated members of client agency, GSA, other required County agencies, the A/E firm, the CM firm, and required consultants who collaborate and coordinate to ensure successful delivery of the project.
Proposal	Shall mean proposer/contractor response to this RFP
Proposer	Shall mean specific person or firm responding to this RFP
PO	Shall refer to Purchase Order(s)
Qualifications	Shall mean Proposer's response to this RFP
Request for Proposal	Shall mean this document, which is the County of Alameda's request for contractors'/proposers' proposal to provide the goods and/or services being solicited herein. Also referred herein as RFP
Response	Shall refer to proposer's proposal or quotation submitted in reply to RFP
RFP	Request for Proposal
RFQ	Request for Qualifications
SF	Standard Form
SLEB	Small Local Emerging Business
SOQ	Statement of Qualifications
State	Refers to State of California, its departments and/or agencies
TSD	Technical Services Department

II. STATEMENT OF WORK AND SCOPE OF SERVICES

COUNTY PARTICIPANT PARTNERS:

- Alameda County Library (Library or ACL)
- Alameda County Redevelopment Agency (RDA)

A. PROJECT DESCRIPTION AND OVERVIEW:

San Lorenzo Library is an existing 11,867 square feet facility located at 395 Paseo Grande, near I-880 and Hesperian Boulevard, in San Lorenzo, unincorporated Alameda County, California. The Library site is located on an approximate 1.62 acre parcel of land owned by the San Lorenzo Village Homes Association, directly adjacent to the San Lorenzo Village Plaza shopping area. The Village Homes Association site includes an office/community center building, a preschool (in a prefabricated building), a tot lot playground, a parking lot, the Library building and open land. The Library has been a branch of the Alameda County Library and has served the community at this location since this original building was constructed 1969. The County of Alameda owns and will continue to own the facility, and will continue to lease the parcel from the San Lorenzo Village Homes Association.

The decision to stay at the current site and expand the building to the extent possible coincides with the sustainable practice of infill development and utilizes existing infrastructure, and encourages the use of public and/or alternative transit and discourages urban sprawl. This Library serves the residents of San Lorenzo as well as the unincorporated communities of Ashland, Cherryland, Eden Township, Hillcrest Knowles, and Hayward in central, Alameda County.

The Alameda County Library, General Services Agency and Redevelopment Agency conducted a community input process that included a series of charettes, which were held in March 2010, to establish the desires of the community for the library building expansion project. The outcome of the meetings concluded that there was substantial community support for the feasibility to expand the building to approximately 23,000 square feet.

The San Lorenzo Library building expansion project was approved by the Board of Supervisors on December 21, 2010. Included in this approval was the Addendum to the Mitigated Negative Declaration (MND), California Environmental Quality Act report (CEQA) document (completed in November 2010) which included mitigation measure requirements for the project. In addition, a Parking Analysis was conducted by the Redevelopment Agency (in November 2010) to review any impact that the Project might have on future parking needs, and it was concluded that sufficient parking is available at and around the library but also identified several recommendations for improved management of current and future parking needs for both the library and other adjacent uses. These reports will be made available to Proposers (issued in an Addendum after the Mandatory Information/Conference Meeting).

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The project will be funded with tax increment revenue from the Eden Area Redevelopment Project through the Redevelopment Agency. The approximate construction cost is \$6 million.

For project delivery, the County plans to follow the traditional “Design-Bid-Build” construction method, excluding hazmat abatement. Per the County Green Building Ordinance objectives, the building shall achieve a USGBC Certified LEED® Silver rating. The Architectural/Engineering firm shall work with the Construction Management firm, per LEED requirements, to achieve the LEED® Silver rating and shall also work with the Commissioning Authorities retained to perform LEED Fundamental and Enhanced Commissioning requirements for the project.

The County has recently completed and may again use a selection process in which it pre-qualifies Architectural/Engineering (A/E) firms (and their teams), and then negotiates a “best value” contract with two firm finalists. The County will employ the A/E firm at the onset of the project from the design through construction completion process. The County will also employ a LEED consultant through the A/E firm to oversee document compliance during the design and construction process to submit LEED documentation for certification on behalf of the County.

A separate RFP is being issued for firms interested in becoming the Construction Management (CM) firm and Commissioning firm (CxA) for this project. The Construction Management firm and Commissioning firm will be employed at the onset of the project to provide services pertaining to the LEED Fundamental and Enhanced Commissioning requirements, working with the A/E firm in the design and construction of the project.

The A/E firm shall be required to have significant knowledge and experience in the design and construction of public libraries, preferably in the State of California, in the past five (5) years. The A/E firm shall be required to have experience in producing designs that will qualify for and achieve a Certified LEED ® Silver rating for this project. The A/E firm shall be qualified to prepare the proper documentation for LEED certification. The County will request the A/E firm to retain an accredited LEED consultant firm to verify and submit such documentation to obtain certification if the A/E firm does not have the accreditation or capacity to provide this service. The A/E firm shall work with the Construction Management firm and the Commissioning firm to design to LEED® Silver rating and with the Commissioning firm to ensure the successful performance of LEED Fundamental and Enhanced Commissioning requirements as part of the A/E firms responsibility for the project to achieve the LEED ® Silver rating.

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Civil, Structural, Electrical/Mechanical engineering, and Landscape firms will be hired by the Architect to provide technical assistance in the design of the library. These consultants may serve on the building team in a secondary capacity. Specialty consultants in information technology, lighting, acoustics, security, special equipment and other key disciplines which pertain to Libraries may also be involved in the design of the facility, and the A/E firm shall identify and retain such specialty consultants as part of their proposal. The selected A/E firm will contract through GSA and will work with representatives from GSA, the Library and the Redevelopment Agency through the duration of the project. GSA, the Library and the Redevelopment Agency shall coordinate their approvals for each phase of the design and construction process for the project. Additional reviews and/or approvals associated with project phases may be required other County Agencies.

A basic requirement in the design of the expanded library is to increase the Library's visibility and presence on the site, within the neighborhood, and within reasonable library operations, design plan and project costs. Clear visibility of the building from Hesperian Boulevard is desired. The Library site is situated immediately adjacent to several commercial buildings that comprise the San Lorenzo Plaza Shopping Center. The owner of this shopping center is currently pursuing a major redevelopment and renovation project of the entire site in partnership with the Redevelopment Agency. As part of that project, the commercial buildings immediately to the north and west of the Library Expansion Project site are identified for removal and reconfiguration to include a proposed senior housing project to the north, new retail shops to the southwest and a plaza open space immediately to the west providing for direct visibility of the expanded Library from Hesperian Boulevard. The implementation timeline for the shopping center redevelopment project is anticipated to coincide with the Library Expansion Project (see Design Development Phase section). Due to the library's proximity of this major redevelopment project, coordination with the Redevelopment Agency by the selected A/E firm will be necessary to manage the interface between the Library site and the shopping center site, and design associated with building footprint, setbacks, boundaries, parking and vehicle and pedestrian circulation for the library facility as it relates to the commercial development, public plaza, and affordable housing components of the adjacent shopping center redevelopment project.

In the design of the building, the Library anticipates expansion and enhancement of the children's area; collections; services for teens and the community with additional meeting and learning spaces; and increased technology efficiency for public and staff operations. Spaces throughout the building should be designed and materials selected to be "wireless friendly," to support the use of wireless and handheld devices linking to the Library's networks. A flexible and modular design is a key element for both public and staff spaces including flexible staffing patterns. The library building must be designed to accommodate the current population demand with flexibility for the collections and functions in the future.

B. SCOPE OF SERVICES

In accordance with the circumstances described above, the County seeks a firm or firms licensed in the State of California to provide all services including but not limited to architectural, civil, structural, mechanical/electrical engineering services, landscape, planning and such other services as may be necessary in the design and construction of the project, within the budgeted limits set by the county and in compliance with all applicable standards, laws, rules and regulations. The County seeks the following generally described phases of service:

1. Facility & Site Planning:

The existing facility will not be required to remain in operation during construction. The selected firm shall work with the County Library, GSA and Redevelopment Agency representatives to develop the building and relationship to the site and adjacent site properties.

2. Seismic Evaluation & Retrofit

The County requires that the existing building portion that is to remain (and become incorporated into the final building) be seismically evaluated, findings analyzed, different options of retrofit prepared and recommendations made for the final retrofit. Due to the nature of the proposed use of the building, the structural upgrades would be to a level higher than minimal “life safety”, but not to that of an “essential facility level”. The County will provide a Geotechnical report for the project.

3. Programming:

- a. The results of the Charettes, at which a certain level of pre-design and conceptual building massing design was performed by another firm, shall inform the Library’s facility space requirements and the project. The Library Administration will provide a facility space requirements document, which is intended to serve as the firm’s guide to the facility’s functional, operational and environmental requirements as well as its spatial relationships and contents. It will describe each space within the building and call out special needs. Overall building needs and characteristics are also outlined and lists of furniture, shelving and equipment are included. Library staff will use this document to communicate the facility’s requirements to the firm design team, and other consultants involved in the library’s design. Over the course of the design phase, the Library may amend and update the original document as needed to reflect any shifts in content, operations and/or policy that may occur.

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Programming services shall be provided by the qualified A/E firm, experienced in the programming and design of public libraries. The firm shall evaluate the Library's facility space requirements and shall meet extensively as needed with the Library and County personnel to establish the program. The program shall include but not be limited to descriptions of functions, spatial requirements and adjacencies, special equipment and furnishings. The program shall take into account library construction standards in the State of California, and shall address the flexibility needed specific to this project. The firm shall prepare a program document and shall establish it as the basis of design that shall adequately define the scope of the project, and meet the requirements for LEED® Silver.

As part of the Alameda County Public Art Program, all capital improvement projects with construction budgets in excess of \$100,000 shall include public art. This program was established by the Alameda County Board of Supervisors in 1994 with the enacting of Alameda County's "2% for the Art" Ordinance. The program is managed and administered by the Office of the Alameda County Arts Commission (ACAC), a division of the County of Alameda, with guidance from the Members of the Alameda County Arts Commission and the Alameda County Public Art Advisory Committee. Although the cost of this program is not part of the Proposal, the proposing A/E firm shall anticipate and allow for coordination of its work with the Art Commission and the Project Team during the Programming, Schematic Design, Design Development and Construction phases of the Project.

The artwork scope and the various types of artwork procured by the Alameda County Arts Commission for the project shall be determined in the programming phase, and specifications of the artwork (height, depth, allowable weight, general locations, and space requirements) shall be finalized as much as possible in the programming phase. The A/E firm shall demonstrate experience in museum-display-lighting design and the ability to integrate art and architecture. The A/E firm shall plan for areas in the design where artwork can be installed or integrated. If artworks are to be integrated into the design of the structure, façade, and landscaping, the A/E firm and the Project Team shall establish these areas in the programming phase, and the A/E firm shall prepare documents accordingly in the Schematic Design, Design Development and Construction Document phases.

Artwork is commissioned through an open competitive process (conducted by the ACAC) that includes extensive involvement with community members, County agency partners, and other project stakeholders. The timeline for selection of the artists and, the development of the artwork designs is typically five to eight months and includes required meetings held by the ACAC and their Selection Committee which include presentations, reviews and approvals by project stakeholders (e.g. community advisory groups, the members of the Project Team, members of the Alameda County Public Art Advisory Committee, members of the Alameda County Arts Commission, and policy makers). The A/E firm will have minimal participation in this art (or artist) selection process, however, the

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A/E firm may be requested to attend such public meetings should the art become integrated into the architecture.

4. Schematic Design Phase:

Based on the mutually agreed upon program, schedule and construction budget and upon approval by the Library, the A/E firm shall prepare schematic design documents consisting of drawings (floor plans, interior building sections, exterior elevations) and an Artist's rendering and other documents clearly illustrating the character and scale of the project components; including structural/mechanical concepts and relationships.

Two design options with alternatives provided by the A/E firm shall be evaluated by the Library, GSA and the Redevelopment Agency. The Library shall select one option (or combination thereof) for the final schematic design, and approve. Initial schematic studies documents shall be drawn in the traditional manner. The final approved schematic design is to be converted to a CAD based drawing. Presentation drawings shall be produced to inform the community of the proposed expansion project, for the use of the County.

5. Design Development Phase:

Upon completion of the schematic design phase, the A/E firm shall prepare design development documents which shall refine the spaces, building envelope, and include outline specifications. Part of the A/E firms scope for the project site and building expansion will be informed by and require coordination with the re-development of the adjacent San Lorenzo Shopping Center property's site plan and infrastructure. Final documentation of this coordination by the A/E firm for review and/or approval will be represented and finalized in the Design Development Phase of this project.

Design and value engineering efforts, cost evaluations and cost control strategies shall be implemented. The LEED process shall begin at this phase by the design teams (but may start/be initiated in schematic design). The project CM firm shall prepare a construction cost estimate based on the A/E firm's design development documents. Any adjustments to the design to maintain the construction budget will be made at this phase. The Library shall approve the design development phase documents prior to proceeding to the Construction Document Phase.

6. Contract Documents Phase:

The A/E firm shall develop contract documents, conforming with the traditional design-bid-build project and construction delivery method, in accordance with the approved Program, basis of design and approved Design Development documents. The A/E firm shall prepare complete "construction"

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documents necessary to obtain competitive bids through the County's procurement process. The firm shall be responsible for all elements of design to achieve USGBC Certified LEED ® Silver rating certification including architectural, civil, structural, mechanical, electrical, plumbing, fire alarm/fire protection, life safety/security, ADA, voice and data communications, landscaping, interior design, furniture, furnishings, equipment, commissioning and cost estimating, etc. Coordination and constructability responsibility to minimize document related change orders shall be evident in the construction documents. Preparation of required construction and other coordination documents and/or submittals for various required County permits for the project (for example: California Building Code/CalGreen, Water Board General Construction Permit/NPDES, and Bay Friendly Landscaping requirements) shall be provided. It is anticipated that essential parts of hazmat abatement (as required) will be completed to the fullest extent possible prior to the start of construction.

7. Support during Bidding/Procurement:

Services shall include providing advisement and support to the County during the procurement phase, including but not limited to: pre-qualification of contractors, attendance/presentation at pre-bid and related County public meetings, coordination/management with CM firm for the interpretation of design documents/RFI responses, and evaluation of Contractor bids with County for recommendation, selection, and award of Contractor contract. In addition, AE firm shall provide required documentation support on behalf of the County in obtaining building permits.

8. Support during Construction:

Services during Construction include support to the County in ensuring that construction is in compliance with contract documents and guard against construction defects and deficiencies. The consultant will do so by reviewing submittals, interpreting contract documents, making periodic site visits, inspection/observation reports, documenting construction progress, making recommendations for contractor's payment request, reviewing change orders, attending meetings, writing reports, reviewing construction schedules, certifying substantial completion, final completion and providing complete final as-built documents.

C. TIME OF SERVICES/PROJECT SCHEDULE

The County anticipates the following general schedule/milestones:

A/E Services Advertising	March, 2011
A/E Services Award	July, 2011
CM Services Advertising	March, 2011
CM Services Award	July, 2011
A/E and CM Contract Start	August, 2011

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County Consultant Selection & Reports	February – May, 2011
Complete Program/Pre-Design	October, 2011
Complete Schematic Design Phase	January, 2012
Complete Design Development Phase	March, 2012
Complete Construction Document Phase	June, 2012
Permits	July, 2012
Complete Construction Bidding	October, 2012
Award Construction Contract	November, 2012
Complete Construction	May, 2014
Occupancy	June, 2014

Note that these dates are approximations and may change due to project phasing. The selected firm shall provide a schedule which demonstrates achievement of services within these overall time frames, but may modify intermediate dates to fit the proposing firm's methodology.

D. OTHER COUNTY REQUIREMENTS

- a. Local Participation: Note that it is a requirement for award that all contracts such as this one include local (defined as Alameda County based) businesses to the maximum extent possible consistent with the nature of the services to be provided. The County Small Local and Emerging Business (SLEB) Program requires that to be awarded this contract the lead firm must be a SLEB or, if the lead firm is not a SLEB, the lead firm must partner with SLEBs to the maximum extent reasonable and possible, with a minimum of 20% SLEB participation required. Please note detailed provisions in COUNTY PROVISIONS SECTION of this RFP.
- b. Green Building: The County of Alameda has a Green Building ordinance which requires all projects in excess of \$5M to achieve LEEDTM Silver rating. The ordinance will apply to this project. The ordinance includes construction waste management requirements.
- c. Environmentally Friendly Packaging: Alameda County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its contractors to reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible. Options may include backhauling product packaging to the supplier for reuse or recycling, shipping in bulk or reduced packaging, using soy bean-based inks for packaging printing, using recycled product packaging or using recyclable or reusable packaging material. The County encourages all bidders and contractors for goods and services to adhere to these principles where practical.

III. INSTRUCTIONS TO PROPOSERS

A. COUNTY CONTACTS

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The GSA-Technical Services Department (TSD) is managing the RFP/SOQ process for this project on behalf of the County. All contact during the competitive process is to be through GSA-TSD only.

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

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by to:

Bernadette Delgado, Senior Project Manager
County of Alameda County
General Services Agency
1401 Lakeside Drive, Suite 800
Oakland, CA 94612
E-Mail: bernadette.delgado@acgov.org
FAX: 510-208-3995

The GSA Contracting Opportunities website will be the official notification posting place of all Request for Proposals and Addenda. Go to http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp to view current contracting opportunities.

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B. CALENDAR OF EVENTS

Event	Date/Location	
RFP/SOQ Issued	March 9, 2011	
Written Questions Due	<u>BY</u> 2:00 PM on March 22, 2011	
Mandatory Information Conference Meeting for all RFP/SOQ Proposers	MONDAY, MARCH 28, 2011 10:00 AM <u>LOCATION:</u> GSA 1401 Lakeside Drive, 11 th Floor, Conf. Rm. 1107 Oakland, CA 94612	Additional Information: <i>Please allow enough time for entry to a secured building and parking: at metered street parking or public parking lot. Paid parking is also available at the adjacent County "Alcopark" on-site parking garage on Jackson Street between 12th & 13th Streets.</i>
Networking Information Conference Meeting for all RFP/SOQ Proposers	WEDNESDAY MARCH 30, 2011 10:00 AM <u>LOCATION:</u> GSA 1401 Lakeside Drive, 2 nd Floor, Conf. Rm. 201 Oakland, CA 94612	Additional Information: <i>Please allow enough time for entry to a secured building and parking: at metered street parking or public parking lot. Paid parking is also available at the adjacent County "Alcopark" on-site parking garage on Jackson Street between 12th & 13th Streets.</i>
RFI/Questions Due	April 8, 2011 <u>NO LATER THAN</u> 2:00 p.m.	
Addendum Issued	March 31, 2011 and April 15, 2011	
Response Due (At least 10 business days after last addendum issued)	MAY 3, 2011 <u>NO LATER THAN</u> 2:00 p.m.	
Evaluation Period	May 3 to May 25, 2011	
Oral Presentation/ Interviews	June 6 and June 7, 2011	
Board Letter Issued	July 15, 2011	
Board Award Date	July 26, 2011	
Contract Start Date	August 23, 2011	

Note: Award and start dates are approximate.

It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions of this RFP. By the submission of a Proposal, Proposer certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

C. NETWORKING/RFP CONFERENCE

NOTE: Firms wishing to participate must attend ONE Conference.

Two (2) networking/RFP conference(s) will be held to:

- Provide an opportunity for small and local and emerging businesses (SLEBs) and large firms to network and develop partnering relationships in order to participate in the contract(s) that may result from this RFP.

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- Provide an opportunity for proposers to ask specific questions about the project and request RFP clarification.
- Provide proposers an opportunity to receive documents, etc. necessary to respond to this RFP.
- Provide the County with an opportunity to receive feedback regarding the project and RFP.

Written questions submitted prior to the networking/proposers conference(s), in accordance with the Calendar of Events, and verbal questions received at the networking/proposers conference(s), will be addressed whenever possible at the networking/proposers conference(s). All questions will be addressed and the list of attendees will be included in an RFP Addendum following the networking/RFP conference(s) in accordance with the Calendar of Events.

Failure to participate in the Networking/Proposers Conference(s) will in no way relieve the Contractor from furnishing services required in accordance with these specifications, terms and conditions. Attendance at the Second Networking/Proposers Conference(s) is strongly encouraged and recommended.

Networking/RFP conference(s) will be held as shown on Calendar of Events section above.

D. SUBMITTAL OF PROPOSALS

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

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

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

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

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

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Attn: Bernadette Delgado, Senior Project Manager

Alameda County, GSA-TSD

1401 Lakeside Drive, Suite 800

Oakland, CA 94612

3. Proposer's name and return address must also appear on the mailing package.
4. No telegraphic, e-mail or facsimile proposals will be considered.
5. By submission of its proposal Proposer agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform.
6. All costs required for the preparation and submission of a proposal shall be borne by Proposer.
7. Only one proposal response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.
8. It is the responsibility of the Proposers to clearly identify information in their proposal responses that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.
9. All other information regarding the proposal responses will be held as confidential until such time as the County Selection Committee has completed their evaluation and, or if, an award has been made. Proposers will receive mailed award/non-award notification(s), which will include the name of the Proposer to be awarded this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.
10. Each proposal received, with the name of the Proposer, shall be entered on a record, and each record with the successful proposal indicated thereon shall, after the award of the order or contract, be open to public inspection.

E. RESPONSE FORMAT

1. Proposal responses are to be straightforward, clear, concise and specific to the information requested. Submit in 8-1/2 x 11 format one (1) original plus four (4) copies of the proposal, plus a copy shall be submitted on read-only CD in "PDF" format. The original proposal is to be clearly marked and is to be either loose leaf or in a 3-ring binder, not bound. Submittals shall

contain only material directly related to response to requirements, not general marketing material. Organize your information under tabs in the same order delineated below under "Response Content."

2. In order for proposals to be considered complete, proposer must provide all information requested, including Standard Form 330, which replaces the old SF forms 254 and 255.

F. RESPONSE CONTENT/SUBMITTALS

1. Proposal responses must be signed in ink. The signatures of all persons required under the applicable organizational documents in order to bind the Proposer must be on the proposal response. Provide applicable signature documentation pursuant to Firm's organizational structure verifying the authority of the person signing the proposal response to commit to its Proposal on behalf of the Firm.
2. Proposal response shall include the following information:
 - a. Organization and Approach
 1. Describe the roles and organization of your proposed team for this project. Indicate the composition and number of project staff, facilities available and experience of your firm/team as it relates to this project.
 2. Describe your project and management approach. Provide a detailed description of how the team, including all consultants, will be managed and the scope of work provided by each firm to respond to the phases described above. Describe how you will address energy efficiency strategies, your ability to model and verify energy performance goals, achieve waste reduction goals and develop a LEEDTM certified design in compliance with the County's ordinance. Describe your approach to compliance with the County's SLEB/Outreach Program, with particular reference to any mentoring or capacity developing strategies represented by partnering with local Alameda County firms.
 3. Describe the roles of key individuals on the team, including roles of individuals in each consultant firm. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing firm. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

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4. Describe how your team will work with the Library and General Services Agency (GSA) staff and identify what information and time will be required from them for this project. Indicate where the Project Manager(s) for each firm on the team will be physically located.

b. Scope of Work Provided:

1. Include a detailed Scope of Work statement describing all services to be provided.
2. Describe Project Deliverables for each phase of your work.
3. Describe your Cost Control and Budgeting Methodology for this project.

c. Schedule of Work:

Provide a detailed Schedule for all phases of the project and Proposer's services including time for reviews and approvals.

d. Litigation:

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

e. Hourly Rate Schedule

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

f. References

Provide one to three references for clients/projects which are similar to this one and who can attest to proposer's firm/team performance. Provide name, contact address and telephone number, with brief description of the project. Prefer completed projects, but one may be ongoing.

3. Exhibits/Attachments

Proposers shall include in their submittal completed and signed documentation for all listed Exhibits, including any attachments required by the Exhibit. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in the County's sole discretion. The content and sequence for each required document shall be as follows:

- Exhibit A – Acknowledgement, signed
- Exhibit B - Questionnaire: Standard Form
- Exhibit C – Insurance Requirements
- Exhibit D – (Not Used)
- Exhibit E – SLEB Certification Application: East Bay Interagency Alliance (EBIA) Common Application for Certification Form, completed, signed required documentation attached (if applicable)
- Exhibit F – Small Local Emerging Business (SLEB) Partnering Information Sheet, completed and signed
- Exhibit G – (Not Used)
- Exhibit H - First Source Agreement, completed and signed
- Exhibit I - Exceptions, Clarifications and Amendments Form, completed and signed. Any exceptions, clarifications and amendments should also address the attached Exhibits, particularly Exhibit J, Agreement (the County is under no obligation to accept any exceptions and such exceptions may be a basis for proposal disqualification).
- Exhibit J- Draft Agreement
- Exhibit K - Proposal Evaluation Form, fill in firm name
- Exhibit L – Debarment and Suspension Certification Form

G. EVALUATION CRITERIA/SELECTION PROCESS

Completeness Review: The County will perform a preliminary completeness review to identify any patently defective or non-responsive Proposals. Proposals not meeting the requirements of the RFP/SOQ will be considered non-responsive. County action on a defective or non-responsive Proposal may include refusal to evaluate the Proposal and elimination of the Proposer from the evaluation process. The County reserves the right to take any action consistent with the requirements of this document, including without limitation, requesting additional information after receipt and opening of any Proposal and waiving any inconsequential Proposal defects.

After the Completeness Review is performed, those proposals which are deemed “complete” will proceed to the Evaluation Process. The evaluation process is a two-step process. The first step is the technical evaluation of the proposals, which will be performed by a County Evaluation Committee (CEC). The second step will be the oral interviews which will be conducted by a County Interview Panel (CIP).

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Step 1 – Proposal Technical Evaluation - County Evaluation Committee (CEC):

The complete written proposals will be evaluated by a County Evaluation Committee (CEC) which may be composed of County staff and other parties that have expertise or experience in the professional services described herein. The evaluation of the proposals shall be within the sole judgment and discretion of the CEC. The CEC will evaluate each proposal to meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP. The CEC members will score each proposal reviewed, where the maximum score can be 100 points, in accordance with the Evaluation Criteria set forth in this RFP. The scores by each CEC member will be totaled and averaged for a final score (up to 100 points) to arrive at a short list of highest ranked proposals.

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

Step 2 – Interview/Presentation - County Interview Panel (CIP):

Immediately following the Proposal Technical Evaluation step, the interview/presentation step shall then proceed and be conducted by a County Interview Panel (CIP). The CIP may be composed of County staff and other parties that have expertise or experience in the professional services described herein and the management of the delivery of those services. The Proposers shall present at the interview the prospective project team and/or partnering firms. The project manager shall lead the presentation. After the presentations, the CIP members will score the interviewed proposing firm, where the maximum score can be 100 points, in accordance with the Evaluation Criteria set forth in this RFP. The scores by each CIP member will be totaled and averaged for a final score (up to 100 points) to arrive at a list of highest ranked Proposers. The success of the Proposer in the interview/presentation with the CIP will determine the best qualified firm for award of the contract.

Following the determination of the best qualified firm by the CIP for the project, GSA will request authorization from the Board of Supervisors to enter into fee negotiations for the contract. Upon acceptance of a fee proposal and successful contract negotiations, GSA will recommend a contract be awarded. Should an agreement not be reached on a fair and reasonable fee with the highest ranked firm, the next highest ranked firm will be requested to submit a fee proposal and negotiate the contract.

All contact during this evaluation and selection process shall be through the GSA-TSD Department Contact Person only. Proposers shall neither contact nor lobby other County consultants, other County staff or officials, members of the County Evaluation Committee (CEC) or members of the County Interview Committee (CIP) during the

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evaluation process. Attempts by Proposer to contact and/or influence these persons may result in disqualification of Proposer. Routine and legitimate inquiries should go through the County Contact Person.

Evaluation Criteria:

The following Evaluation Criteria and their respective weights below will be used in evaluating, scoring and ranking of the Step 1 and Step 2 stages of the evaluation and selection process.

<u>Completeness of Response</u> Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. To be considered complete with regards to meeting the County's Small and Emerging Locally Owned Business (SLEB) Program requirements as described in this RFP, 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. Proposal Responses that are rated a Fail and are not considered may be picked up at the delivery location within fourteen (14) calendar days of contract award and/or the completion of the competitive process.	Pass/Fail
<u>Experiences, Organization and Approach</u> <u>Experience and Organization of Proposed Team (20 Points)</u> • Proposes adequate and appropriate disciplines of project team. • Team has experience working on similar projects and has knowledge of the work necessary for the completion of the Project. • Some or all of team members (firms) have previously worked together on similar project(s). • Overall organization of the team is relevant to County needs. <u>Project Management Approach (10 Points)</u> • Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project. • Team successfully addresses ability to provide depth and breadth of services described in Scope of Services. • Team corresponds to project requirements, including OSHPD compliance and LEED certification. • Team Structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones. • Proposer has a realistic plan that meets SLEB program requirements and provides detail of approach and partners.	55 Points <i>TOTAL</i>

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<u>Technical Background of Key Individuals on the Team (15 Points)</u> - Proposed team members, as demonstrated by enclosed resumes, have relevant technical experience for their role in the project. - Key positions required to execute the project team's responsibilities are appropriately and adequately staffed. - Staff has appropriate licenses, registrations and certifications. <u>Working Relationship with County/GSA (10 Points)</u> - Team and its leaders have experience working in the public sector and knowledge of public sector procurement process. - Team leadership understands the nature of public sector work and its decision-making process. - Proposal responds to need to assist County/GSA during the project.	
<u>Scope of Services to be Provided</u> <u>Detailed Scope of Services to be Provided (10 Points)</u> - Proposed scope of services is appropriate for all phases of the work. - Scope addresses all known project needs and appear achievable in the timeframes set forth in the project schedule. <u>Project Deliverables (10 Points)</u> - Deliverables are appropriate to schedule and scope set forth in above requirements. - The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.	20 Points <i>TOTAL</i>
<u>Schedule of Work, Man-hour Budget and Fee Schedule</u> - Proposer provides a man-hour budget displayed for the scope of work which represents the level of effort Proposer anticipated for the project. - Fee Schedule for each firm and for representative positions within each firm is provided for each key consultant/team member.	10 points <i>TOTAL</i>
<u>Cost Control Budgeting Methodology</u> - Proposer has a system or process for managing cost and budget. - Evidence of successful budget management for similar project(s).	10 points <i>TOTAL</i>
<u>Litigation History</u> Litigation history, if any, is described. If judgment(s) against Proposer, appropriate explanation provided.	5 points <i>TOTAL</i>
<u>References</u> Three (3) references for the lead firm are provided.	Pass/Fail

H. NOTICE OF AWARD

- At the conclusion of the RFP/SOQ response evaluation process ("Evaluation Process"), all Proposers will be notified in writing of the contract award recommendation. The document providing this notification is the Notice of Award.

The Notice of Award will provide the following information:

- The name of the proposer being recommended for contract award;
 - The names of all other proposers; and,
 - In summary form, evaluation points for each proposer.
2. Debriefings for unsuccessful proposers may be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's proposal with the Project Manager.
- a. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful proposer, etc.
 - b. Debriefing may include review of successful proposer's proposal.

I. PROPOSAL PROTEST/APPEALS PROCESS

GSA 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.

1. Any proposal protest must be submitted in writing to the Director of the General Services Agency (GSA) , 1401 Lakeside Drive, 11th Floor, Oakland, CA 94612. The proposal protest must be submitted before 5:00 p.m. of the fifth (5th) business day following the date of the Notice of Award.
 - a. The proposal protest must contain a complete statement of the basis 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 and telephone number of the person representing the protesting party.
 - d. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest.
 - e. The procedure and time limits are mandatory and are the Proposer's sole and exclusive remedy in the event of Proposal Protest.

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2. Proposer's failure to comply 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.
3. Upon receipt of written protest/appeal the Director of GSA will review and provide an opportunity to settle the protest/appeal by mutual agreement and will schedule a meeting to discuss or issue a written response to advise an appeal/protest decision within five (5) working days of review date.
 - f. Responses will be issued and/or discussed at least five (5) days prior to Board hearing date.
 - g. Responses will inform the proposer whether or not the recommendation to the Board is going to change.
4. The decision of the Director of GSA may be appealed to the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612, Fax: (510) 272-6502. All appeals to the Auditor-Controller's OCC shall be in writing and submitted within five (5) calendar days of notification of decision by the Deputy Director.
5. The decision of the Auditor-Controller's OCC is the final step of the appeal process.

IV. TERMS AND CONDITIONS

A. AWARD

1. The County Evaluation Committee will recommend award to ~~the~~ a proposer who, in its opinion, has submitted the proposal that best serves the overall interests of the County, attains the highest overall point score, submits an acceptable fee proposal upon request and completes successful contract negotiations.
2. The County reserves the right to reject any or all responses that materially differ from any terms contained herein or from any Exhibits attached hereto and to waive informalities and minor irregularities in responses received.
3. The County reserves the right to award to a single or multiple contractors.
4. The County has the right to decline to award this contract for any reason.
5. Board approval to award a contract is required.
6. Contractor shall sign an acceptance of award letter prior to Board approval.

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7. The RFP specifications, terms, conditions and Exhibits, RFP 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 RFP.

METHOD OF CONTRACTING

1. A signed Agreement will be issued upon Board approval.
2. Agreement will be faxed, transmitted electronically or mailed and shall be the only authorization for the Contractor to begin work.
3. Payments will be issued only in the name of Contractor.

Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

B. COUNTY PROVISIONS

1. Preference for Local Products and Vendors: A five percent (5%) preference shall be granted to Alameda County products or Alameda County vendors on all sealed bids on contracts except with respect to those contracts which state law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFP/SOQ; and which holds a valid business license issued by the County or a city within the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County. Locality must be maintained for the term of the contract. Evidence of locality shall be provided immediately upon request and at any time during the term of any contract that may be awarded to Contractor pursuant to this RFP/SOQ.
2. Small and Emerging Locally Owned Business: A small business for purposes of this RFP is defined by the United States Small Business Administration and must be certified by the County for the following NAICS Code(s): 541310: Architectural Services and 541330: Engineering Services, as having no more than \$4.5 Million (\$4,500,000.00) in average gross receipts over the last three (3) years. An emerging business, as defined by the County, is one that has less than one-half (1/2) of the preceding amount and has been in business less than five (5) years. In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business. A certification application package (consisting of Instructions and Application) has been attached hereto as Exhibit E and must be completed and returned by a qualifying contractor. The certification application package is also available at https://www.acgov.org/sleb_app/EntryFormServlet.

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A locally owned business, for purposes of satisfying the locality requirements of this provision, is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFP; and which holds a valid business license issued by the County or a city within the County.

The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services. As a result of the County's commitment to advance the economic opportunities of these businesses, the following provisions shall apply to this RFP/SOQ:

- a. Submitters not meeting the small or emerging local business requirements set forth above must subcontract with one or more County certified small and/or emerging local businesses for at least twenty percent (20%) of Submitter's total bid amount in order to be considered for the contract award. Submitter, in its proposal, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this RFP. Evidence of participation shall be provided immediately upon request at any time during the term of such contract.

The County reserves the right to waive these small/emerging local business participation requirements in this RFP/SOQ, if the additional estimated cost to the County, which may result from inclusion of these requirements, exceeds five percent (5%) of the total estimated contract amount or Ten Thousand Dollars (\$10,000), whichever is less.

The following entities are exempt from the Small and Emerging Local Business (SLEB) requirements as described above and are not required to subcontract with a SLEB:

- Non-profit community based organizations (CBOs) that are providing services on behalf of the County directly to County clients/residents;
- Non-profit churches or non-profit religious organizations (NPO);
- Public schools; and universities; and
- Government agencies

Non-profits must provide proof of their tax exempt status. These are defined as organizations that are certified by the U.S. Internal Revenue Service as 501(c) 3.

If additional information is needed regarding this requirement, please contact the Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

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

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

Upon contract award

- a. The County will provide contractors and subcontractors participating in any contract awarded as a result of this bid process, a code that will allow them to register and use Elation Systems free of charge.
- b. Contractors should schedule a representative from their office/company, along with each of their subcontractors, to attend Elation training.
 - Free multi-agency Elation Systems one-hour training sessions require reservations and are held monthly in the Oakland, California area.

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

For further information, please see the Elation Systems training schedule online at http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (510) 764-1870.

If you have any other questions regarding the utilization of Elation Systems please contact the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

Compliance Information And Records: As needed and upon request, for the purposes of determining compliance with the SLEB Program, the Contractor shall provide the County with access to all records and documents that relate to SLEB participation and/or certification. Proprietary information will be safeguarded. All subcontractor submittals must be through the prime contractor.

4. First Source Program: The First Source Program is a component of the SLEB Program and has been developed to create a public/private partnership that links CalWORKs job seekers, unemployed and under employed County residents to sustainable employment through the County's relationships/connections with business, including contracts that have been awarded through the competitive process, and economic development activity in the County. Welfare reform policies and the new Workforce Investment Act requires that the County do a better job of connecting historically disconnected potential workers to employers. The First Source program will allow the County to create and sustain these connections.

Contractors awarded contracts for goods and services for \$100,000 or more as a result of this RFP are required to provide Alameda County within ten (10) working days to refer to Contractor potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County and that Contractor has available during the life of the contract before advertising to the general public. Potential candidates referred by County to Contractor will be pre-screened, qualified applicants based on Contractor's specifications. Contractor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but the final decision of whether or not to offer employment, and the terms and conditions thereof, rest solely within the discretion of the Contractor.

Contractors participating in the First Source Program may be eligible for incentives, including but not limited to tax credits for employees hired, Enterprise Zone credits, and on the job training subsidy.

Proposers are required to complete, sign and submit in their proposal response, the First Source Agreement that has been attached hereto as Exhibit H, whereby they agree to notify the First Source Program of job openings prior to advertising elsewhere (ten day window) in the event that they are awarded a contract as a result of this RFP. Exhibit H will be completed and signed by County upon contract award and made a part of the final contract document.

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

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If additional information is needed regarding this requirement, please contact the Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

C. DEBARMENT/SUSPENSION POLICY:

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of RFP/SOQ response to ensure bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- The County will verify bidder, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at www.epls.gov; and
- Bidders are to complete a Debarment and Suspension Certification form, Exhibit L attached, certifying bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government.

EXHIBIT A – SOQ ACKNOWLEDGEMENT

COUNTY OF ALAMEDA REQUEST FOR PROPOSAL

For

SAN LORENZO LIBRARY BUILDING EXPANSION - PROJECT NO. 10034

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

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

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

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

By: _____ Date: _____

Print Name Signed Above: _____

Title: _____

Phone: _____

EXHIBIT B = SF330
COUNTY OF ALAMEDA
REQUEST FOR QUALIFICATIONS
For

SAN LORENZO LIBRARY BUILDING EXPANSION - PROJECT NO. 10034

ARCHITECT-ENGINEER QUALIFICATIONS

OMB No.: **9000-0157**
Expires: **12/31/2006**

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this

form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime

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contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.
13. Role in This Contract. Self-explanatory.
14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).
15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.
16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.
17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.
18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.
19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use

the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.
21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.
22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).
- 23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.
- 23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.
- 23c. Point of Contract Telephone Number. Self-explanatory.
24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.
25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

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26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative

31. & 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

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SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY
PERSONNEL
(From Section E,
Block 12)

27. ROLE IN THIS
CONTRACT
(From Section E,
Block 13)

28. EXAMPLE PROJECTS LISTED IN SECTION F
Fill in "Example Projects Key" section below
before completing table. Place "X" under project
key number for participation in same or similar role.

		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mech. Engineer	X	X	X	X						
Tara C. Donovan	Chief Elec. Engineer	X	X		X						

=====

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	N	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

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Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective

and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

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List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

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List of Experience Categories (Profile Codes)

Code	Description	Code	Description
A01	Acoustics; Noise Abatement	E06	Embassies and Chanceries
A02	Aerial Photography; Airborne Data and Imagery	E07	Energy Conservation; New Energy Sources
A03	Agricultural Development; Grain Storage; Farm Mechanization	E08	Engineering Economics
A04	Air Pollution Control	E09	Environmental Impact Studies, Assessments or Statements
A05	Airports; Navais; Airport Lighting; Aircraft Fueling	E10	Environmental and natural Resource Mapping
A06	Airports; Terminals and Hangars; Freight Handling	E11	Environmental Planning
A07	Arctic Facilities	E12	Environmental Remediation
A08	Animal Facilities	E13	Environmental Testing and Analysis
A09	Anti-Terrorism/Force Protection	F01	Fallout Shelters; Blast-Resistant Design
A10	Asbestos Abatement	F02	Field Houses; Gyms; Stadiums
A11	Auditoriums and Theaters	F03	Fire Protection
A12	Automation; Controls; Instrumentation	F04	Fisheries; Fish Ladders
B01	Barracks; Dormitories	F05	Forensic Engineering
B02	Bridges	F06	Forestry and Forest Products
C01	Cartography	G01	Garages; Vehicles Maintenance Facilities; Parking Decks
C02	Cemeteries (<i>Planning and Relocation</i>)	G02	Gas Systems (<i>Propane; Natural, Etc.</i>)
C03	Charting; Nautical and Aeronautical	G03	Geodetic Surveying: Ground and Airborne
C04	Chemical Processing and Storage	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C05	Child Care/Development Facilities	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C06	Churches; Chapels	G06	Graphic Design
C07	Coastal Engineering	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C08	Codes; Standards; Ordinances	H02	Hazardous Materials Handling and Storage
C09	Cold Storage; Refrigeration and Fast Freeze	H03	Hazardous, Toxic, Radioactive Waste Remediation
C10	Commercial Building (<i>Low Rise</i>); Shopping Centers	H04	Heating; Ventilating; Air Conditioning
C11	Community Facilities	H05	Health Systems Planning
C12	Communications Systems; TV; Microwave	H06	High-rise; Air-Rights-Type Buildings
C13	Computer Facilities; Computer Service	H07	Highways; Streets; Airfield Paving; Parking Lots
C14	Conservation and Resource Management	H08	Historical Preservation
C15	Construction Management	H09	Hospital and Medical Facilities
C16	Construction Surveying	H10	Hotels; Motels
C17	Corrosion Control; Cathodic Protection Electrolysis	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H12	Hydraulics and Pneumatics
C19	Cryogenic Facilities	H13	Hydrographic Surveying
D01	Dams (<i>Concrete; Arch</i>)	I01	Industrial Buildings; Manufacturing Plants
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees Collection and Analysis	I02	Industrial Processes; Quality Control
D03	Desalinization (<i>Process and Facilities</i>)	I03	Industrial Waste Treatment
D04	Design-Build - Preparation of Requests for Proposals	I04	Intelligent Transportation Systems
D05	Digital Elevation and Terrain Model Development	I05	Interior Design; Space Planning
D06	Digital Orthophotography	I06	Irrigation; Drainage
D07	Dining Halls; Clubs; Restaurants	J01	Judicial and Courtroom Facilities
D08	Dredging Studies and Design	L01	Laboratories; Medical Research Facilities
E01	Ecological and Archeological Investigations	L02	Land Surveying
E02	Educational Facilities; Classrooms	L03	Landscape Architecture
E03	Electrical Studies and Design	L04	Libraries; Museums; Galleries
E04	Electronics	L05	Lighting (<i>Interior; Display; Theater, Etc.</i>)
E05	Elevators; Escalators; People-Movers	L06	Lighting (<i>Exteriors; Streets; Memorials; Athletic</i>)

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	<i>Fields, Etc.)</i>		
M01	Mapping Location/Addressing Systems	R08	Research Facilities
M02	Materials Handling Systems; Conveyors; Sorters	R09	Resources Recovery; Recycling
M03	Metallurgy	R10	Risk Analysis
M04	Microclimatology; Tropical Engineering	R11	Rivers; Canals; Waterways; Flood Control
M05	Military Design Standards	R12	Roofing
M06	Mining and Mineralogy	S01	Safety Engineering; Accident Studies; OSHA Studies
M07	Missile Facilities (<i>Silos; Fuels; Transport</i>)	S02	Security Systems; Intruder and Smoke Detection
M08	Modular systems Design; Pre-Fabricated Structures or Components	S03	Seismic Designs and Studies
N01	Naval Architecture; Off-Shore Platforms	S04	Sewage Collection, Treatment and Disposal
N02	Navigation Structures; Locks	S05	Soils and Geologic Studies; Foundations
N03	Nuclear Facilities; Nuclear Shielding	S06	Solar Energy Utilization
O01	Office Buildings; Industrial Parks	S07	Solid Wastes; Incineration; Landfill
O02	Oceanographic Engineering	S08	Special Environments; Clean Rooms, Etc.
O03	Ordnance; Munitions; Special Weapons	S09	Structural Design; Special Structures
P01	Petroleum Exploration; Refining	S10	Surveying; Platting; Mapping; Flood Plain Studies
P02	Petroleum and Fuel (<i>Storage and Distribution</i>)	S11	Sustainable Design
P03	Photogrammetry	S12	Swimming Pools
P04	Pipelines (<i>Cross-Country - Liquid and Gas</i>)	S13	Storm Water Handling and Facilities
P05	Planning (<i>Community, Regional, Areawide and State</i>)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P06	Planning (<i>Site, Installation and Project</i>)	T02	Testing and Inspection Services
P07	Plumbing and Piping Design	T03	Traffic and Transportation Engineering
P08	Prisons and Correctional Facilities	T04	Topographic Surveying and Mapping
P09	Product, Machine Equipment Design	T05	Towers (<i>Self-Supporting and Guyed Systems</i>)
P10	Pneumatic Structures, Air-Support Buildings	T06	Tunnels and Subways
P11	Postal Facilities	U01	Unexploded Ordnance Remediation
P12	Power Generation, Transmission, Distribution	U02	Urban renewals; Community Development
P13	Public Safety Facilities	U03	Utilities (<i>Gas and Steam</i>)
R01	Radar; Sonar; Radio and Radar Telescopes	V01	Value Analysis; Life-Cycle Costing
R02	Radio Frequency Systems and Shieldings	W01	Warehouse and Depots
R03	Railroad; Rapid Transit	W02	Water Resources; Hydrology; Ground Water
R04	Recreation Facilities (<i>Parks, Marinas, Etc.</i>)	W03	Water Supply; Treatment and Distribution
R05	Refrigeration Plants/Systems	W04	Wind Tunnels; Research/Testing Facilities Design
R06	Rehabilitation (<i>Buildings; Structures; Facilities</i>)	Z01	Zoning; Land Use Studies
R07	Remote Sensing		

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ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (*City and State*):
2. PUBLIC NOTICE DATE:
3. SOLICITATION OR PROJECT NUMBER:

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE:
5. NAME OF FIRM:
6. TELEPHONE NUMBER:
7. FAX NUMBER:
8. E-MAIL ADDRESS:

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

-
- | | |
|------|-------------------------------------|
| 9a. | PRIME (CHECK HERE): |
| 9a. | JOINT-VENTURE PARTNER (CHECK HERE): |
| 9a. | SUBCONTRACTOR (CHECK HERE): |
| 9a. | FIRM NAME: |
| 9a. | IF BRANCH OFFICE CHECK HERE: |
| 10a. | ADDRESS |
| 11a. | ROLE IN THIS CONTRACT |
-
- | | |
|------|-------------------------------------|
| 9b. | PRIME (CHECK HERE): |
| 9b. | JOINT-VENTURE PARTNER (CHECK HERE): |
| 9b. | SUBCONTRACTOR (CHECK HERE): |
| 9b. | FIRM NAME: |
| 9b. | IF BRANCH OFFICE CHECK HERE: |
| 10b. | ADDRESS |
| 11b. | ROLE IN THIS CONTRACT |
-
- | | |
|------|-------------------------------------|
| 9c. | PRIME (CHECK HERE): |
| 9c. | JOINT-VENTURE PARTNER (CHECK HERE): |
| 9c. | SUBCONTRACTOR (CHECK HERE): |
| 9c. | FIRM NAME: |
| 9c. | IF BRANCH OFFICE CHECK HERE: |
| 10c. | ADDRESS |

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11c. ROLE IN THIS CONTRACT

9d. PRIME (CHECK HERE):

9d. JOINT-VENTURE PARTNER (CHECK HERE):

9d. SUBCONTRACTOR (CHECK HERE):

9d. FIRM NAME:

9d. IF BRANCH OFFICE CHECK HERE:

10d. ADDRESS

11d. ROLE IN THIS CONTRACT

9e. PRIME (CHECK HERE):

9e. JOINT-VENTURE PARTNER (CHECK HERE):

9e. SUBCONTRACTOR (CHECK HERE):

9e. FIRM NAME:

9e. IF BRANCH OFFICE CHECK HERE:

10e. ADDRESS

11e. ROLE IN THIS CONTRACT

9f. PRIME (CHECK HERE):

9f. JOINT-VENTURE PARTNER (CHECK HERE):

9f. SUBCONTRACTOR (CHECK HERE):

9f. FIRM NAME:

9f. IF BRANCH OFFICE CHECK HERE:

10f. ADDRESS

11f. ROLE IN THIS CONTRACT

D. ORGANIZATIONAL CHART OF PROPOSED TEAM *(Attached; check here)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME:

13. ROLE IN THIS CONTRACT:

14a. YEARS EXPERIENCE - TOTAL:

14b. YEARS EXPERIENCE - WITH CURRENT FIRM:

15. FIRM NAME AND LOCATION *(City and State)*:

16. EDUCATION *(DEGREE AND SPECIALIZATION)*:

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*:

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*:

19a(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

19a(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:

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19a(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19a(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

19a(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

19b(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

19b(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:

19b(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19b(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

19b(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

19c(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

19c(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:

19c(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19c(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

19c(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

19d(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

19d(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:

19d(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19d(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

19d(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

19e(1) RELEVANT PROJECT - TITLE AND LOCATION *(City and State)*:

19e(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES:

19e(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION *(If applicable)*:

19e(3) RELEVANT PROJECT - BRIEF DESCRIPTION *(Brief scope, size, cost etc.)* AND SPECIFIC ROLE:

19e(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S
QUALIFICATIONS FOR THIS CONTRACT**

*(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER:

21. TITLE AND LOCATION *(City and State)*:

22. YEAR COMPLETED - PROFESSIONAL SERVICES:

a. YEAR COMPLETED – CONSTRUCTION *(If applicable)*:

23a. PROJECT OWNER'S INFORMATION – PROJECT OWNER:

23b. PROJECT OWNER'S INFORMATION – POINT OF CONTACT NAME:

23c. PROJECT OWNER'S INFORMATION – POINT OF CONTACT TELEPHONE NUMBER:

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:

EXHIBIT B = SF330
COUNTY OF ALAMEDA
REQUEST FOR QUALIFICATIONS

For

SAN LORENZO LIBRARY BUILDING EXPANSION - PROJECT NO. 10034

25. FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (<i>City and State</i>)	(3) ROLE

EXHIBIT B = SF330
COUNTY OF ALAMEDA
REQUEST FOR QUALIFICATIONS

For
SAN LORENZO LIBRARY BUILDING EXPANSION - PROJECT NO. 10034

29. EXAMPLE PROJECTS KEY			
NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED:

I. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

31. SIGNATURE OF AUTHORIZED REPRESENTATIVE:

32. DATE SIGNED:

33. NAME AND TITLE OF SIGNER:

EXHIBIT B = SF330
COUNTY OF ALAMEDA
REQUEST FOR QUALIFICATIONS
For

SAN LORENZO LIBRARY BUILDING EXPANSION - PROJECT NO. 10034

ARCHITECT-ENGINEER QUALIFICATIONS

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

-
1. SOLICITATION NUMBER *(If any)*:
 - 2a. FIRM (OR BRANCH OFFICE) NAME:
 - 2b. FIRM (OR BRANCH OFFICE) STREET:
 - 2c. FIRM (OR BRANCH OFFICE) CITY:
 - 2d. FIRM (OR BRANCH OFFICE) STATE:
 - 2e. FIRM (OR BRANCH OFFICE) ZIP CODE:
 3. YEAR ESTABLISHED:
 4. DUNS NUMBER:
 - 5a. OWNERSHIP - TYPE:
 - 5b. OWNERSHIP - SMALL BUSINESS STATUS:
 - 6a. POINT OF CONTACT NAME AND TITLE:
 - 6b. POINT OF CONTACT TELEPHONE NUMBER:
 - 6c. POINT OF CONTACT E-MAIL ADDRESS:
 7. NAME OF FIRM *(If block 2a is a branch office)*:

8a. FORMER FIRM NAME(S) <i>(If any)</i>	8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c(1). No. of Employees - Firm	c(2). No. of Employees - Branch
	Other Employee		

EXHIBIT C
INSURANCE REQUIREMENTS
FOR
COUNTY OF ALAMEDA
SAN LORENZO LIBRARY BUILDING EXPANSION - PROJECT NO. 10034

(FOLLOWS)

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 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; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$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: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$2,000,000 per occurrence \$2,000,000 project aggregate
E	<u>Endorsements and Conditions:</u> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall provide an additional insurance endorsement page that names as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: 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 termination 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. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance affected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall maintain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: - Department/Agency issuing the contract	



EXHIBIT E
Small Local Emerging Business (SLEB) Program new Certification Application
SAN LORENZO LIBRARY BUILDING EXPANSION - PROJECT NO. 10034
COUNTY OF ALAMEDA
SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PROGRAM
CERTIFICATION INSTRUCTIONS

3 Easy Steps

1. Complete the application form

Program Definitions

- Local Business:** A business having a fixed office with a street address in Alameda County for a minimum period of 6 months and a valid business license issued by the County or a City within Alameda County
- Small Business:** A business which has been certified by the County as local and meets the U.S. Business Administration (SBA) size standards for its classification. Size standards and classification codes information available at <http://www.naics.com/search.htm>
- Emerging Business:** A business which has been certified by the County as local and meet less than one half of the U.S. SBA size standards for its classification and has been in business less than 5 years.

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

2. Please sign* and mail Application to:

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

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

3. On-site Visit

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

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

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

If you have questions regarding your certification, please contact:

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

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

EXHIBIT E
Small Local Emerging Business (SLEB) Program new Certification Application
SAN LORENZO LIBRARY BUILDING EXPANSION - PROJECT NO. 10034

East Bay Interagency Alliance (EBIA)

**COMMON APPLICATION for
LOCAL CERTIFICATION**

Alameda County – Alameda County Transportation Improvement Authority – City of Oakland – Port of Oakland

Submittal Date: _____

Check Certifying Agency below and click link to download Supplemental:

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

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

1) Contact Information

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

2) Company Profile

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

2) Company Profile: (Continue)

Number of Employees at the local office	Temporary Full Time ____	Seasonal Full Time ____
---	--------------------------	-------------------------

EXHIBIT E

Small Local Emerging Business (SLEB) Program new Certification Application SAN LORENZO LIBRARY BUILDING EXPANSION - PROJECT NO. 10034

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

3) Certifications:

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

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

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

5) NAICS Codes: Please review the NAICS¹ listing of work codes and indicate below your areas of expertise ranked in order of importance (begin with primary and specialty areas as indicated in the Company Profile section) NAICS Codes can be found at: <http://www.naics.com/search.htm> & <http://www.census.gov/epcd/naics02/>. Add separate sheet for additional NAICS codes if needed.

NAICS Code	Description of Work

6) Additional Information:

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

7) When submitting this application to any of the checked Certification Taskforce members, I consent to the sharing of information contained herein and declare under penalty of perjury that all statements made in the Application are true and correct: ☐ Yes ☐ No

I declare, under penalty or perjury all of the foregoing statements are true and correct.

Signature _____ Print Name _____ Date _____

¹ North American Industry Classification System – www.naics.com

EXHIBIT F
SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION
SHEET

COUNTY OF ALAMEDA

for

SAN LORENZO LIBRARY BUILDING EXPANSION – PROJECT NO. 10034

In order to meet the small local emerging business (SLEB) requirements of this RFP/Q, all bidders must complete this form as required below.

Bidders not meeting the definition of a SLEB (as stated in this RFP/Q County Provisions) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. This form must be submitted for each business that bidders will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

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

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

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

☐ **BIDDER IS A CERTIFIED SLEB** (sign below)

SLEB BIDDER BUSINESS NAME: _____

SLEB Certification # _____ SLEB Certification Expiration Date ____/____/____

NAICS Codes Included in Certification _____

☐ **BIDDER is NOT a certified SLEB** and will subcontract _____% with the SLEB named below for the following goods/services: _____

SLEB Subcontractor Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: ____/____/____

SLEB Certification Status: ☐ Small ☐ Emerging

NAICS Codes Included in Certification _____

Principal Name: _____

SLEB Subcontractor Principal Signature: _____ Date: _____

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

Bidder Signature: _____ **Date:** _____

EXHIBIT H
VENDOR FIRST SOURCE AGREEMENT
VENDOR INFORMATION
FOR
COUNTY OF ALAMEDA
SAN LORENZO LIBRARY BUILDING EXPANSION - PROJECT NO. 10034

ALCOLINK Vendor Number (if known): 00000

SLEB Vendor Number:

Full Legal Name:

DBA

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

Check the boxes that apply:

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

Describe

☐ Other _____

Federal Tax ID Number (required): _____

P.O. Box/Street Address: _____

Vendor Contact's Name: _____

Vendor Contact's Telephone: _____ Fax: _____

Vendor Contact's E-mail address: _____

Please check all that apply:

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

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

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

This information to be completed by County:

Contract # _____

Contract Amount: _____

Contract Term: _____

EXHIBIT H
VENDOR FIRST SOURCE AGREEMENT
VENDOR INFORMATION
FOR
COUNTY OF ALAMEDA
SAN LORENZO LIBRARY BUILDING EXPANSION - PROJECT NO. 10034

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

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

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

(Company Name)	
(Vendor Signature)	(Date)
(East Bay Works / One-Stop Representative Signature)	(Date)

Justification of Non-Compliance:

EXHIBIT I
EXCEPTIONS, CLARIFICATIONS, AMENDMENTS
FOR
COUNTY OF ALAMEDA
SAN LORENZO LIBRARY BUILDING EXPANSION - PROJECT NO. 10034

List below requests for clarifications, exceptions and amendments, if any, to the RFP/SOQ and its exhibits, including Exhibit J, and submit with your proposal response.

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

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

Proposer:

EXHIBIT J

**DRAFT PROFESSIONAL SERVICES AGREEMENT
FOR
COUNTY OF ALAMEDA
SAN LORENZO LIBRARY BUILDING EXPANSION - PROJECT NO. 10034**

(FOLLOWS)

**EXHIBIT J
DRAFT
(A&E Professional Services Standard Agreement)**

**DRAFT PROFESSIONAL SERVICES AGREEMENT
FOR
COUNTY OF ALAMEDA**

[PROJECT NAME, #####]

With

[FIRM NAME]

for the

[PROJECT NAME]

Contract No. _____

County of Alameda

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

This Agreement is made this ____ day of _____, 2010, in the City of Oakland, State of California, by and between [FIRM NAME AND ADDRESS], hereinafter referred to as "Consultant" and the County of Alameda, a political subdivision of the State of California, hereinafter referred to as "County".

AGREEMENT**1 Definitions**

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

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

Consultant [FIRM NAME]

County County of Alameda.

Project The County's [PROJECT NAME] project as further described in Appendix "A", Scope of Services.

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

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

2 Term of Agreement

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

3 Services Consultant Agrees to Perform

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

3.2 Consultant shall complete all Services required by this Agreement within the times specified in the Milestone Schedule in Appendix "A". Consultant agrees that the Milestone Schedule includes reasonable allowances for completion of the Services, including all time required for County's review and approval of deliverables and for approval of the deliverables by all authorities having jurisdiction over the Project and

the Services. Consultant shall achieve its scheduled Milestones (as shown on the Milestone Schedule) unless an excusable event causes delay (excusable delay), and unless Consultant gives written notice of the excusable event and requests a time extension within ten days of the occurrence of the excusable event. (Excusable events shall be limited to acts of neglect by County or County's agents or consultants when acting at County's direction, breaches of this Agreement by County, Acts of God such as fire, flood, earthquake, or epidemic, or delay by a construction contractor during the construction phase of the Project, or any other circumstances beyond Consultant's reasonable control). If the period of excusable delay caused by an excusable event concurs with an Consultant caused or other non-excusable delay, County may (but shall not be required to) grant a time extension without compensation.

- 3.3 Consultant may recover extra costs resulting from excusable delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Consultant as a direct result of the delay and not otherwise within Consultant's scope of Services, and (iii) are documented to the County's satisfaction. (For example, and not by way of limitation, contract punch list and final inspection Services, whenever performed, and Services related to correcting deficiencies in Consultant's work, shall be within Basic Services and not entitle Consultant to extra costs or Additional Services.)
- 3.4 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than excusable delays, Consultant shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement.

4 Compensation

- 4.1 County shall pay Consultant compensation according to the Compensation Schedule established in Appendix "B", Payment to Consultant. County shall pay Consultant in monthly payments on or before the last day of each month for Services properly invoiced by the Consultant which have been properly performed as of the last day of the immediately preceding month and is due under Appendix "B".
- 4.2 County shall not incur any charges under this Agreement, nor shall any payments become due to Consultant for any payment period on the Project, until County receives all deliverables required under Appendix "A" for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Consultant has partially completed one or more deliverables due during a payment period, and if Consultant demonstrates diligent progress thereon, then County may make a partial progress payment based upon Consultant's percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon County.
- 4.3 County will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). County will make payment for questioned amounts(s) upon County's receipt of any requested documentation verifying the claimed amount(s) and County's determination that the amount is due under the terms of this Agreement. County shall advise Consultant, in writing, within 15 days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of County including, without limitation, Consultant's transmittal of all deliverables to County required by Appendix "A".

- 4.4 Invoices furnished by Consultant under this Agreement must be in a form acceptable to County. All amounts paid by County to Consultant shall be subject to audit by County. Payment shall be made by County to Consultant at the address stated hereinabove.
- 4.5 County may set off against payments due Consultant under this Agreement any sums that County determines that Consultant owes to County because of Consultant's errors, omissions, breaches of this Agreement, delays or other acts which caused County monetary damages. Prior to exercising such right, County must demand and attend mediation pursuant to Section 26.3 of this Agreement, to be attended by County, Consultant, and any applicable insurance carriers; such mediation to occur within 30 days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the County's demand, then the Alameda County Superior Court may upon application by any party make such selection for the parties. If a party other than County refuses to mediate under this Section, then County shall have satisfied its obligations under this Section.

5 Maximum Costs

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

6 Qualified Personnel

- 6.1 For purposes of this Agreement, except for notices specified under Section 17 below, County shall direct all communications to Consultant through [NAME OF PRINCIPAL], [FIRM NAME AND ADDRESS]; and Consultant shall direct all communications to County through [GSA-TSD PROJECT MANAGER].
- 6.2 Services under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant shall conform with County's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at County's request, shall be supervised by Consultant.
- 6.3 Consultant agrees that all professional personnel assigned to the Project will be listed in its proposal, Exhibit 1 to Appendix "A", attached hereto and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed

personnel are not bound by personal employment contracts to Consultant. Consultant agrees that reassignment of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of County. Any costs associated with reassignment of personnel shall be borne exclusively by Consultant.

- 6.4 Consultant agrees that should the above personnel not continue their assignments on the Project during the entire term of this Agreement, then Consultant shall not charge County for the cost of training or “bringing up to speed” replacement personnel. County may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Consultant’s cost.

7. Representations

- 7.1 Consultant represents that it has reviewed Appendix “A”, “Services to be Provided by Consultant”, and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Appendix “B”, Payments to Consultant, and within the times specified in the Milestone Schedule.
- 7.2 Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Consultant also represents that it has extensive knowledge of all applicable building codes, laws, regulations and ordinances.
- 7.3 Consultant represents that it and its subconsultants have specialized expertise in architectural or engineering services similar to those intended for the Project. Consultant agrees that the Services shall be performed in a manner that conforms to the standards of architectural or engineering practice observed by a specialist in performing services similar to the Services. Consultant agrees that for a period of one year after the completion of the Services or at the final acceptance of the construction resulting from the Services, whichever is later, it will re-perform or replace any part or all of the Services deemed by County to be defective and/or not meeting the above standard.
- 7.4 The granting of any progress payment by County, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of County or any other governmental entity, shall in no way waive or limit the obligations in this Section 7 or lessen the liability of Consultant to re-perform or replace unsatisfactory Services to the extent required by Section 7.3 above, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8 Indemnification and General Liability

- 8.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless County and its officers, agents, departments, officials, representatives and employees (collectively “Indemnitees”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expense and liability of every kind, nature and description (including, without limitation, incidental 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 arising from (1) the negligent performance of Services under this Agreement, or any part thereof, or (2) any negligent act or an omission of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control.

- 8.2 Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by County, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.
- 8.3 County shall include a provision in the construction contract with the general contractor on the Project requiring the general contractor to indemnify Consultant for damages resulting from the negligence of the general contractor and its subcontractors. County shall also include a provision in the construction contract with the general contractor on the project requiring the general contractor to name Consultant as an additional insured on its CGL insurance coverage. The risk of an inadvertent omission of such provision is on Consultant. Therefore, Consultant shall review the construction contract prior to bidding to ensure that such provision has been included in the draft of the bid documents.
- 8.4 Consultant shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities and insurance obligations in favor of County and other Indemnitees in the exact form and substance of those contained in this Agreement.
- 8.5 County acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the Project site is outside of Consultant's expertise and is not included in the scope of Services Consultant is to perform nor included in Consultant's insurance. County shall hire an expert consultant in this field if the Project involves such materials. Consultant shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. Consultant shall be responsible to coordinate with County's expert consultant as required by Appendix "A", Services To Be Provided By Consultant.

9 Liability of County

- 9.1 Except as provided in Appendix "A", Services to be Provided by Consultant, and Appendix "C", Insurance, County's obligations under this Agreement shall be limited to the payment of the compensation provided for in Sections 3, 4 and 5 of this Agreement.
- 9.2 Notwithstanding any other provision of this Agreement, in no event shall County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 9.3 County shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by County.

The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless County from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, County employees or third parties, or to property belonging to any of the above.

- 9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which County may have under this Agreement or any applicable law. All rights and remedies of County, whether under this Agreement or other applicable law, shall be cumulative.

10 Independent Contractor; Payment of Taxes and Other Expenses

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

11 Insurance

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

12 Suspension of Services

- 12.1 County may, without cause, order Consultant to suspend, delay or interrupt ("suspend") Services pursuant to this Agreement, in whole or in part, for such periods of time as County may determine in its sole discretion. County shall deliver to

Consultant written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and Consultant shall be compensated for such delay to the extent provided under this Agreement.

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

13 Termination of Agreement for Cause

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

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

- 13.2.1 Should Consultant make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Consultant in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Consultant or of all or any substantial part of the properties of Consultant, or if Consultant, its directors or shareholders, take action to dissolve or liquidate Consultant; or
- 13.2.2 Should Consultant commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of written notice from County to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of 10 calendar days, Consultant must provide County within the 10 day period a written plan acceptable to County to cure said breach, and then diligently commence and continue such cure according to the written plan); or
- 13.2.3 Should Consultant violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten (10) days of the date of the notice from County to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of 10 calendar days, Consultant must provide County within the 10 day period a

written plan to cure said violation acceptable to County, and then diligently commence and continue performance of such cure according to the written plan.)

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

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

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

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

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

14 Termination of Agreement for Convenience

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

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

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

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

- 14.2.3 Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;
 - 14.2.4 Assign to County in the manner, at times, and to the extent directed by County, all right, title, and interest of Consultant under orders and subcontracts so terminated. County shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
 - 14.2.5 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of County to the extent County may require. County's approval or ratification shall be final for purposes of this clause;
 - 14.2.6 Transfer title and possession to County, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by County, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination (including mockups and model(s)), completed or partially completed plans, drawings, information, in whatever form (i.e., hard-copy and electronic), all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if the Agreement had been completed, would have been required to be furnished to County.
 - 14.2.7 Use its best efforts to assist County in selling, in the manner, at times, to the extent, and at a price or prices that County directs or authorizes, any property of the types referred to in Section 14.2.6, but Consultant shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at a price or prices approved by County. All proceeds from the foregoing shall be applied to reduce payments to be made by County to Consultant under this Agreement, shall otherwise be credited to the price or cost of Services covered by this Agreement or be paid in such other manner as County may direct;
 - 14.2.8 Complete performance of any part of the Services which were not terminated by the Notice of Termination; and
 - 14.2.9 Take such action as may be necessary, or as County may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which County has or may acquire an interest.
- 14.3 After receiving a Notice of Termination, Consultant shall submit to County a termination claim, in the form and with the certification County prescribes. The claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination, unless one or more extensions in writing are granted by County upon Consultant's written request made within such 3-month period or authorized extension. However, if County determines that facts justify such action, it may receive and act upon any such termination claim at any time after such 3-month period or extension. If Consultant fails to submit the termination claim within the time allowed, County may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. County shall then pay to Consultant the amount so determined.

- 14.4 Subject to provisions of Section 14.3, Consultant and County may agree upon the whole or part of the amount or amounts to be paid to Consultant because of any termination of Services under this Section. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Consultant shall be paid the agreed amount.
- 14.5 If Consultant and County fail, under Section 14.4, to agree on the whole amount to be paid to Consultant because of termination of Services under this Section, then Consultant's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of –
- 14.5.1 Reasonable value of Consultant's Services performed prior to Notice of Termination, based on Consultant's entitlement to compensation under Appendix "B", "Payments to Consultant". Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Consultant, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of 10 percent of Consultant's total costs of performing the Services.
- 14.5.2 When, in opinion of County, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable cost to be allowed will be the estimated reasonable cost of performing Services in compliance with the requirements of Agreement and excessive actual cost shall be disallowed.
- 14.5.3 Reasonable cost to Consultant of handling material returned to vendors, delivered to County or otherwise disposed of as directed by County.
- 14.6 Except as provided in this Agreement, in no event shall County be liable for costs incurred by Consultant (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgement interest, or any other expense which is not reasonable or authorized under Section 14.5.
- 14.7 This section shall not prohibit Consultant from recovering costs necessary to discontinue further Services under the Agreement as provided for in Section 14.2 or costs authorized by County to settle claims from Subconsultants.
- 14.8 In arriving at amount due Consultant under this Section there shall be deducted:
- 14.8.1 All unliquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of Agreement,

- 14.8.2 Any substantiated claim which County may have against Consultant in connection with this Agreement, and
- 14.8.3 The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Consultant or sold under the provisions of this Section, and not otherwise recovered by or credited to County.

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

15 Conflicts of Interest/Other Agreements

- 15.1 Consultant represents that it is familiar with Section 1090 and Section 87100, *et seq.*, of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections.
- 15.2 Consultant represents that it has completely disclosed to County all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of County, or other officer, agent or employee of County or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by County for cause. Consultant agrees to comply with all conflict of interest codes adopted by the County of Alameda and their reporting requirements.
- 15.3 Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the County that Consultant has no present, and will have no future, conflict of interest between providing the County the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the County. The provisions of this Section 15 shall remain fully effective indefinitely after termination of Services to the County hereunder.

16 Proprietary or Confidential Information of County; Publicity

- 16.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by County and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to County. Consultant agrees that all information disclosed by County to or discovered by Consultant shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the

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

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

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

17 Notice to the Parties

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

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

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

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

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

To County:
General Services Agency
Aki K. Nakao, Director
cc: James R. Kachik, Deputy Director, GSA-TSD
1401 Lakeside Drive, Suite 1115
Oakland, California 94612

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

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

18 Ownership of Results/Work for Hire

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

19 Audit and Inspection Records

- 19.1 Consultant shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Consultant during the course of performing the Services and providing services with respect to the Project, for a period

of at least five years following final completion and acceptance of the Project. All such records (except for materials subject to the attorney client privilege, if any) shall be available to County, and County's authorized agents, officers, and employees, upon request at reasonable times and places. Monthly records of Consultant's personnel costs, Consultant costs, and reimbursable expenses pertaining to both Basic Services or Additional Services shall be kept on a generally recognized accounting basis, and shall be available to County, and County's authorized agents, officers, and employees, upon request at reasonable times and places. Consultant shall not destroy any Project records until after advising County and allowing County to accept and store the records.

- 19.2 Consultant agrees to maintain full and adequate records in accordance with County requirements to show actual costs incurred by Consultant in its performance of this Agreement, and to make available to County during business hours accurate ledgers, books of accounts, invoices, vouchers, cancelled checks, and accounting and other books, records and documents evidencing or relating to all expenditures and disbursements charged to County or relative to Consultant's activities under this Agreement. Consultant will furnish to County, its authorized agents, officers and employees such other evidence or information as County may request with regard to any such expenditure or disbursement charged by Consultant. Consultant will permit County, and County's authorized agents, officers, and employees, to audit, examine and make copies, excerpts and transcripts from such items, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement
- 19.3 Consultant shall maintain all items described in Sections 19.1 and 19.2 above in an accessible location and condition for a period of not less than five years after final completion and acceptance of the Project or until after final audit has been resolved, whichever is later. If such items are not kept and maintained by Consultant within a radius of fifty (50) miles from County's offices at 1401 Lakeside Drive, Oakland, California, Consultant shall, upon County's request and at Consultant's sole cost and expense, make such items available to County, and County's authorized agents, officers, and employees, for inspection at a location within said fifty (50) mile radius, or Consultant shall pay County its reasonable and necessary costs incurred in inspecting Consultant's books and records, including, but not limited to, travel, lodging and subsistence costs. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Section.
- 19.4 The rights and obligations established pursuant to this Section shall be specifically enforceable and survive termination of this Agreement.

20 Subcontracting/Assignment/County Employees

- 20.1 Consultant and County agree that Consultant's unique talents, knowledge and experience form a basis for this Agreement and that the services to be performed by Consultant under this Agreement are personal in character. Therefore, Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by County in a written instrument executed and approved by the County in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

- 20.2 Consultant shall use the subconsultants for the scopes of work listed in its Statement of Qualifications and Proposal (exhibits to Appendix "A"), below and shall not substitute Subconsultants unless approved by written instrument executed and approved by the County in writing.
- 20.3 To the extent Consultant is permitted by County in writing to subcontract, assign or subcontract any portion of this Agreement or any duties or obligations hereunder, Consultant shall comply with all applicable prompt payment laws and regulations (including, without limitation, California Civil Code Section California §3321. Consultant shall remain fully liable and responsible for all acts and omissions of its Subconsultants in connection with the Services or the Project, as if it engaged in the acts and omissions directly.
- 20.4 Consultant shall not employ or engage, or attempt to employ or engage, any person who is or was employed by County or any department thereof at any time that this Agreement is in effect, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of County.

21 Small Local and Emerging Business Participation:

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

Option 1 – If Prime is subcontracting with SLEBs

Option 2 – If Prime is a SLEB

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

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

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

- 21.1 SLEB subcontractor(s) is(are) independently owned and operated (*i.e.*, is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- 21.2 As is applicable, Consultant shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this Agreement.
- 21.3 Consultant shall not substitute or add any small and/or emerging local business(s) listed in this Agreement without prior written approval from the County. Requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County contract representative identified under Section 6.1 above. Consultant will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- 21.4 All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation Compliance System. Consultant and Consultant's small and/or emerging local businesses participating subcontractors on the awarded contract are required to use the Elation web-based Compliance System as described in

Appendix D (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Elation Compliance System. SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

- 21.5 County will be under no obligation to pay Consultant for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.
- 21.6 For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

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

- 21 Small Local and Emerging Business (SLEB) Participation:** Consultant has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If, during the term of this Agreement, Consultant's certification status changes Consultant shall notify the County within three (30) business days. **Should Consultant's status as a certified small or emerging local business change at any time during the term of this Agreement,** Consultant shall, at no additional cost to the County, negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- 21.1 Consultant must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- 21.2 SLEB subcontractor(s) is(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.
- 21.3 As is applicable, Consultant shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this Agreement.
- 21.4 For any subcontractors retained to comply with this provision, Consultant shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Requests to substitute shall be submitted in writing to the County contract representative identified under Section 6.1 above. Consultant will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required. .
- 21.5 If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation Compliance System (see Appendix D). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.
- 21.6 Consultant shall meet the requirements above within fifteen (15) business days of the County notifying Consultant that it is no longer in compliance with the SLEB Program.

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

- 21.7 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) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

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

21. **Small Local and Emerging Business (SLEB) Participation:** Consultant has been approved by County to participate in this Agreement without SLEB participation (*attach SLEB waiver as Appendix D*). As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. **However, if circumstances or the terms of the Agreement should change**, Consultant may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- 21.1 Consultant must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- 21.2 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.
- 21.3 As is applicable, Consultant shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this Agreement.
- 21.4 For any subcontractors retained to comply with this provision, Consultant shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Requests to substitute shall be submitted in writing to the County contract representative identified under Section 6.1 above. Consultant will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required. .
- 21.5 If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation Compliance System (see Appendix D). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.
- 21.6 Consultant shall meet the requirements above within fifteen (15) business days of the County notifying Consultant that it is no longer in compliance with the SLEB Program. County will be under no obligation to pay Consultant for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.
- 21.7 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)

located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

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

23 Non-Discrimination, Equal Employment Opportunity and Business Practices

Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, County ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.

24 Drug-Free Workplace Policy

Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on County premises. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents or assigns shall be deemed a material breach of this Agreement.

25 Compliance With Americans with Disabilities Act

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

26 Disputes

- 26.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the County General Services Agency Director or his designee, and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral may be initiated by written request from either party and a meeting between the County representative and principal of the Consultant shall then take place within five days of the request.
- 26.2 Provided that County continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute and Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Consultant agrees that the existence or continued existence of a dispute does not excuse

performance under any provision of this Agreement, including but not limited to, the time to complete the Services. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, County may terminate this Agreement for cause as provided herein.

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

27 Agreement Made in California; Venue

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

28 Compliance with Laws

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

29 Construction

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

30 Miscellaneous

- 30.1 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by County of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This section shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall be as defined by law. However, the applicable statutes of repose, California Code of Civil Procedure Sections §§ 337.1 and 337.15, shall continue to apply.
- 30.2 Any provisions or portion thereof of this Agreement, which is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in

accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law.

- 30.3 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

31 Entire Agreement; Modifications of Agreement

- 31.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.
- 31.2 Consultant, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Consultant shall require its Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.
- 31.3 Consultant and its Subconsultants shall, upon request by County, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.
- 31.4 Changes in the Services made pursuant to this Section and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.
- 31.5 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of both County and Consultant expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- 31.6 Whenever the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood as the direction, requirement, or permission of County. The words "approval", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to County, unless otherwise indicated by the context.

Exhibit J
DRAFT

Professional Services Agreement

Contract No. _____

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

“County” COUNTY OF ALAMEDA, a political subdivision of the State of California

By: _____
[TITLE]

Date: _____

“Consultant”
[FIRM NAME]

By: _____

Its: _____
[TITLE]

Date: _____

Approved as to form:

County Counsel

END OF DOCUMENT

APPENDIX B

PAYMENTS TO CONSULTANT

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

1. Amount of Compensation for Services of Consultant

1.1. Excluding Additional Services only, the amount of compensation to be paid to Consultant for all services under this Agreement shall not exceed _____ dollars (\$XXX,XXX) referred to hereafter as the Not To Exceed Amount ("NTE"). Total compensation due Consultant shall be the actual amount invoiced based upon the Consultant's hourly billing, which may be less than the NTE amount. Reimbursable Expenses are included in the NTE. The NTE also includes within its scope the scope of all subconsultants and their reimbursables, and shall constitute full compensation for the Services.

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

2. Monthly Billing Breakdown

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

3. Methods of Payment to Consultant

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

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

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

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

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

Exhibit J
DRAFT

Professional Services Agreement

Contract No. _____

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

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

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

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

EXHIBIT K
PROPOSAL EVALUATION FORM
FOR
COUNTY OF ALAMEDA
SAN LORENZO LIBRARY BUILDING EXPANSION - PROJECT NO. 10034

Proposer Name: _____
Evaluated By: _____

J.1	Completeness of Response	Pass/Fail
------------	---------------------------------	------------------

		Weight (Must total 100)	= Points
J.2.a	Experiences, Organization & Approach	55	
J.2.b.	Scope of Services to be Provided	20	
J.2.c.	Schedule of Work, Man-hour Budget, Fee Schedule	10	
J.2.d.	Cost Control Budgeting Methodology	10	
J.2.e.	Litigation History	5	
J.2.f.	References	Pass/Fail	
Evaluation Total (Maximum 100 Points)			

EXHIBIT L
COUNTY OF ALAMEDA

for
SAN LORENZO LIBRARY BUILDING EXPANSION – PROJECT NO. 10034

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

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

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

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

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

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

BIDDER: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

A map of the Hayward area in California, centered on the 'Project Site' which is marked with a black circle and a line pointing to it from the text label. The map shows major highways including I-580, I-880, I-680, and SR 92. Surrounding areas include Castro Valley, Hayward, and Fremont. Landmarks such as Hayward Regional Golf Course, Hayward Executive Airport, and various parks are also visible. The map includes a scale bar and a north arrow in the top left corner.

(Document: Addendum To Mitigated Negative Declaration, November 2010)

EXHIBIT N
EXISTING SITE CONDITIONS (AERIAL VIEW)

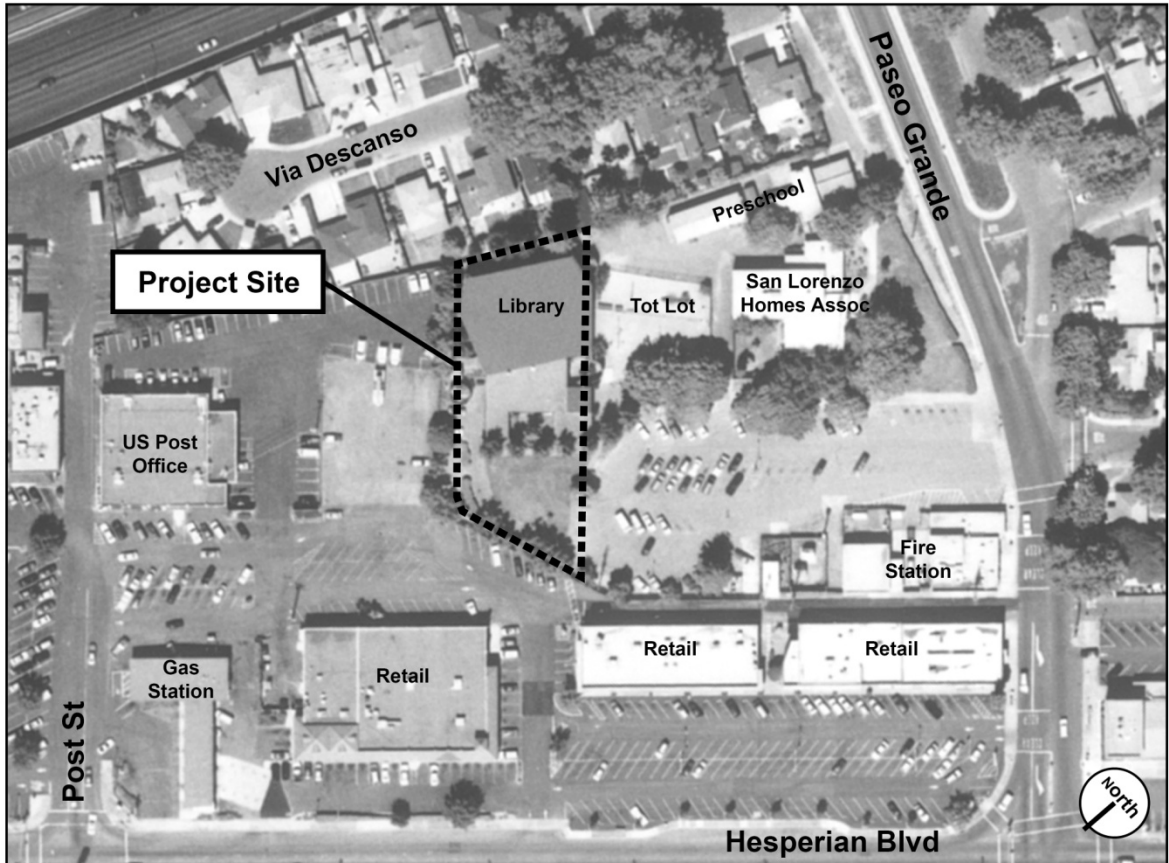


Figure 3: Existing Site Conditions.

(Document: Addendum To Mitigated Negative Declaration, November 2010)

EXHIBIT O BUILDING MASSING STUDIES

(Document: Addendum To Mitigated Negative Declaration, November 2011)

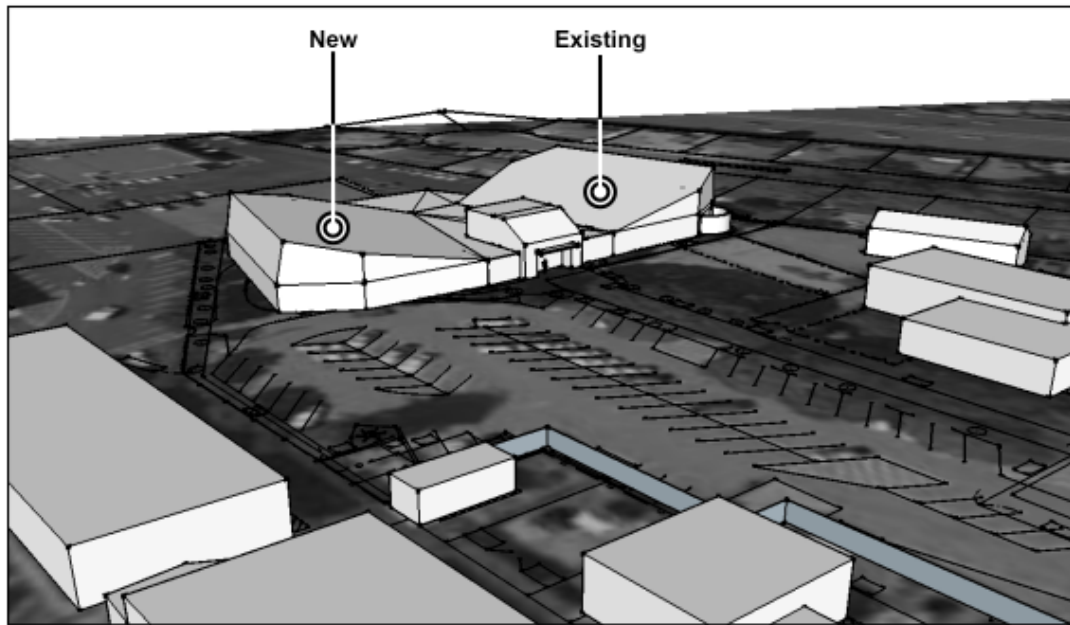


Figure 4: Butterfly Option.

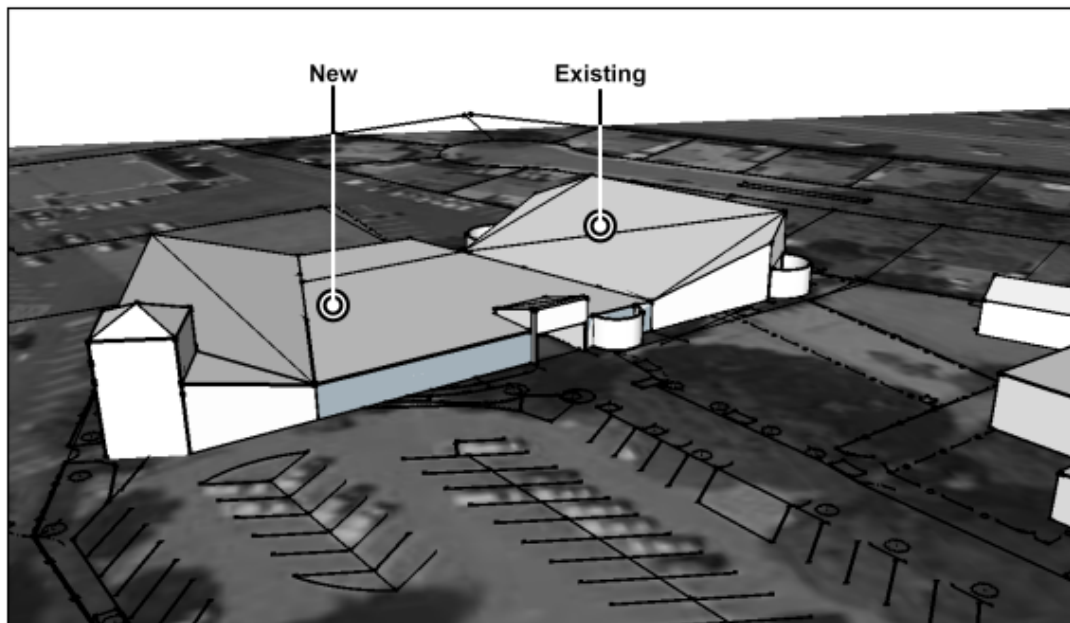


Figure 5: Tower Option.

EXHIBIT P

MITIGATION MONITORING PROGRAM

(Document: Addendum To Mitigated Negative Declaration, Attachment A, November 2010)

MITIGATION MONITORING PROGRAM

SAN LORENZO LIBRARY EXPANSION PROJECT

ALAMEDA COUNTY REDEVELOPMENT AGENCY

INTRODUCTION

The purpose of this program is to describe the mitigation monitoring process for the project and to describe the role and responsibilities of relevant Alameda County agencies for its implementation under the California Environmental Quality Act (CEQA).

The purpose of a mitigation monitoring program is to ensure that measures adopted to mitigate or avoid significant environmental impacts are implemented. This document is prepared in compliance with CEQA Guidelines §15097. Alameda County views the mitigation monitoring program as a working guide to facilitate not only the implementation of mitigation measures, but also the monitoring and compliance activities of the Alameda County Redevelopment Agency and monitors it may designate.

Project Background

The Project was the subject of an Addendum (“Addendum”) to a previously adopted Initial Study/Mitigated Negative Declaration (the “Prior MND”) which evaluated the environmental effects of a previous project that involved the demolition of the existing San Lorenzo Library and replacement with a completely new and larger library facility of approximately 37,000 square feet. The San Lorenzo Library Replacement Project was never implemented due to lack of funding. The current project – the Library Expansion Project – is very similar to the original Replacement Project except that it would retain a portion of the existing structure and add a new wing, resulting in a total of 22,000 square feet of library space. Because the changes to the original project are minor, an Initial Study was prepared to determine whether there were any changes in circumstances, new information, or new significant environmental effects not previously addressed in the Prior MND that would require the preparation of a supplemental MND or other CEQA document. The Initial Study did not find any new information or new impacts or changes in circumstances that would require a new CEQA document and consequently, pursuant to CEQA Guidelines §15162 and §15164, the County has determined that an Addendum to the Prior MND is the appropriate document for compliance with the California Quality Act.

The Prior MND was released for public review in August 2003 (SCH#2003082098) and was adopted by the County Board of Supervisors in November 2003. The Prior MND is attached to this document as Attachment C. The Addendum to the Prior MND determined that the actions that would be taken as part of the proposed Library Expansion Project would have less than significant impacts requiring no mitigation in the following areas:

- Aesthetics/Visual
- Agriculture and Forest Products
- Biological Resources
- Greenhouse Gas Emissions
- Land Use and Planning
- Minerals
- Population/Housing
- Public Services
- Recreation
- Transportation/Traffic

Environmental topic areas where the analysis determined that mitigation measures would be required to reduce project impacts to a less-than-significant level are:

- Air Quality
- Cultural Resources
- Geology, Soils and Seismicity
- Hazards and Hazardous Materials
- Hydrology/Water Quality
- Noise
- Utilities and Service Systems

The Addendum to the Prior MND concluded that, given the mitigation measures included in the document, all potentially significant impacts would be reduced to levels of less than significant.

Roles and Responsibilities

As the lead agency under CEQA, Alameda County Planning Department is required to monitor the project to ensure that the adopted mitigation measures are implemented effectively. The County Board of Supervisors is responsible for adopting the Addendum and the Prior MND and authorizing the implementation of the Project. Alameda County staff of the General Services Agency will manage the project, including preconstruction planning and design and construction of the new library; the County Library Department staff will operate the library following completion of construction. Alameda County Redevelopment Agency and Planning Department staffs have supervised the preparation of the Addendum to the Prior MND for the project.

Alameda County Planning Department has the authority to halt any activity associated with implementation of the San Lorenzo Library Expansion Project if the activity is determined to be a deviation from the approved Project or adopted mitigation measures. Other agencies may also have permit authority over the project, and would require conformance with adopted laws, policies, regulations, and procedures. Not all such other approvals are listed; this program only addresses the mitigation measures included within the Addendum to the Prior MND.

Mitigation Monitoring Program

The attached table presents a compilation of the Mitigation Measures for the San Lorenzo Library Expansion Project. The purpose of this table is to provide a comprehensive list of mitigation measures, effectiveness criteria, and timing.

ENVIRONMENTAL IMPACT	MITIGATION MEASURES	MONITORING ACTION	RESPONSIBLE AGENCY	TIMING
AIR QUALITY				
Air-1	Basic Construction Management Practices. The Project shall demonstrate proposed compliance with all applicable regulations and operating procedures prior to issuance of demolition, building or grading permits, including implementation of the following BAAQMD “Basic Construction Mitigation Measures”. • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. • All haul trucks transporting soil, sand, or other loose material off-site shall be covered. • All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. • All vehicle speeds on unpaved roads shall be limited to 15 mph. • All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. • Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.	Monitor to verify that BMPs are incorporated into contract documents. Monitor periodically during construction to verify compliance.	Alameda County GSA	During Construction

ENVIRONMENTAL IMPACT	MITIGATION MEASURES	MONITORING ACTION	RESPONSIBLE AGENCY	TIMING
	- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. - Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.			
CULTURAL RESOURCES				
Cult-1	Prepare further archival and field study by qualified archaeologist. Prior to the start of any construction-related activities in connection with the Library Expansion Project, the County shall arrange for a qualified archaeologist to undertake further archival and field studies of the known Native American archaeological site (CA-ALA-502). The archaeologist shall review all sources of information concerning this and other potential sites that might contain archaeological resources, and shall prepare a report identifying the appropriate procedures that would need to be followed during the construction phases of the Project. These procedures shall be designed to prevent or reduce potential impacts to such resources. The archaeologist's report shall be provided to the Alameda County Planning Department, which shall be responsible for implementing its recommendations as conditions attached to any approved development within the Plan area.	Monitor the work and review the report of the archaeologist hired to conduct the required field study.	Alameda County Planning Department and Redevelopment Agency	Prior to commencement of site grading activities. Inspect site during demolition and site clearance activities.
GEOLOGY/SOILS				
Geo-1	Conformance with uniform building code. The library	Verify that structural design	Alameda County Public	During

ENVIRONMENTAL IMPACT	MITIGATION MEASURES	MONITORING ACTION	RESPONSIBLE AGENCY	TIMING
	expansion structure shall be designed in accordance with all seismic provisions of the Uniform Building Code (UBC) of 1997 (or most currently adopted revision), and with County of Alameda and State of California Standards for seismic construction.	conforms to UBC standards.	Works Agency	engineering design phase.
Geo-2	Preparation of Geotechnical Investigation. A design level Geotechnical Investigation shall be performed which addresses the potential for liquefaction of the soils present at the subject site. If the shallow soils are determined to be liquefiable, they may be mitigated by removal of soils to the anticipated depth of liquefaction, re-grading and re-compaction to eliminate the potential for liquefaction. Mitigation measures shall be presented in the Geotechnical Investigation. The Geotechnical Investigation shall be reviewed by an independent licensed Civil Engineer under the direction of the County of Alameda.	Verify that Geotechnical Investigation is undertaken and that the geotech report is subjected to peer review either by outside engineering consultant or by Department of Public Works.	Alameda County GSA	During engineering design phase of the project.
HAZARDS AND HAZARDOUS MATERIALS				
Haz-1	Asbestos Removal. Asbestos containing materials (ACM) should be removed prior to the <u>partial</u> demolition of the existing library. Asbestos related work must be performed by a licensed asbestos contractor if there is more than 100 square feet of asbestos involved. If less than 100 square feet is involved, the contractor is not legally required to have the asbestos licensing. However, the contractor must have proper training and utilize the same engineering controls, protective equipment, exposure monitoring, etc. that are required of a licensed asbestos contractor. For this reason, it is recommended that licensed asbestos contractors be retained for the asbestos removal work regardless of the quantity. This will ensure that the work will be done with trained asbestos workers with the specialized tools and equipment required to perform asbestos related work.	Review plans to determine amount of ACM likely to be encountered during demolition and monitor demolition work to ensure compliance with OSHA and other applicable standards and protocols for the handling, removal and disposal of ACM.	Alameda County GSA	Prior to start of demolition and throughout the demolition phase of the project.

ENVIRONMENTAL IMPACT	MITIGATION MEASURES	MONITORING ACTION	RESPONSIBLE AGENCY	TIMING
HYDROLOGY/WATER QUALITY				
Hydro-1	Construction-Period Stormwater Pollution Prevention Plan (SWPPP). The Project applicant (County of Alameda) shall prepare and implement a SWPPP for the proposed construction period. The SWPPP and Notice of Intent (NOI) must be submitted to the State Water Resources Control Board to receive a Construction General Permit. The plan shall address National Pollutant Discharge Elimination System (NPDES) requirements and be designed to protect water quality during construction. The Project SWPPP shall include “Best Management Practices” (BMPs) as outlined by the Alameda County Clean Water Program for preventing stormwater pollution through soil stabilization, sediment control, wind erosion control, soil tracking control, non-storm water management, and waste management and materials pollution control.	Review SWPPP for compliance with 2006 Handbook. Verify the filing of the NOI. Verify that project engineering plans include BMPs for stormwater control, consistent with C.3 standards.	Alameda County Clean Water Program (Public Works)	Prior to start of construction and then monitor performance during construction.
Hydro-2	The Project applicant shall incorporate Site Design and Source Control measures into the design and operation of the Library Expansion Project, in compliance with the provisions of the 2009 NPDES Permit and the 2006 Handbook. Site Design Measures include site planning techniques to conserve natural spaces and/or limit the amount of impervious surface to minimize runoff and the transport of pollutants in runoff. Source Control Measures include schedules of activities, structural devices, prohibitions of practices, maintenance procedures, managerial practices or operational practices that aim to prevent stormwater pollution by reducing the potential for contamination at the source of pollution.	Review project architectural and engineering plans to verify that source control measures have been incorporated into the design documents and incorporated as part of the Contract Documents for construction of the project. Monitor performance during construction.	Alameda County GSA during design process. Alameda County Clean Water Program (Public Works) for monitoring.	Complete the design prior to the start of construction Monitor performance during construction.

ENVIRONMENTAL IMPACT	MITIGATION MEASURES	MONITORING ACTION	RESPONSIBLE AGENCY	TIMING
NOISE				
Noise-1	Conduct Further Acoustical Analysis in the Design of Library. During the design development and construction documents phase of the architectural and engineering work for the Library Expansion Project, which is located within the 70 L_{dn} contour from the freeway noise, a detailed acoustical analysis shall be prepared and the necessary noise control recommendations of the engineer shall be incorporated into the design of the new library wing in order to provide an interior noise level of L_{dn} 45 or less. Consideration shall be given to attenuating maximum noise levels resulting from freeway traffic to 55 dBA L_{max} or less.	Review acoustical engineering study and review project architectural and engineering plans to ensure that acoustical recommendations are incorporated as part of the Contract Documents for construction of the project	Alameda County GSA	During the design phases, prior to start of construction.
Noise-2	The following are measures recommended to reduce the temporary construction noise impacts on sensitive receptors: a) Schedule the noisy construction work at a time when the pre-school is not in session. b) Coordinate construction work schedules so as not to impact pre school when it has to be in session. c) Consider a plan to close the pre school a few weeks earlier in the spring than normal (say, mid May instead of mid June) and to open up a few weeks later than normal in the fall so that demolition, excavation and foundation construction work could be completed prior to re opening of school. Special needs of the pre school could require that the construction activities be shut down in order to permit noise sensitive events to go on at the pre school. d) Construct a temporary noise barrier 15-foot tall wooden stud wall w/ ¾" plywood on one face between the Pre	Verify that noise control measures are designed and included in the Contract Documents	Alameda County GSA	During the design phases, prior to start of construction.

ENVIRONMENTAL IMPACT	MITIGATION MEASURES	MONITORING ACTION	RESPONSIBLE AGENCY	TIMING
	School and the south edge of the project site. e) Hang temporary noise control blankets in air space between construction site and the pre-school. f) Cover windows on the pre-school w/ noise absorbing or deflecting materials.			
UTILITY AND SERVICE SYSTEMS				
Util-1	Conduct Engineering Study of Affected Sewer Lines and Complete Recommended Improvements or Replacements. In accordance with the Oro Loma Sanitary District's current policies, the Alameda County GSA, on behalf of the Library Expansion Project, shall undertake an engineering study of the capacity and condition of the existing sewer lines that serve the Project. The scope of such study shall be limited to those pipes (i.e. the laterals) that connect the existing and proposed library to the main collection pipe in Paseo Grande. The study shall determine the need for replacement in order for such lines to conform to current District standards. Such study shall be paid for by the Library Expansion Project and the results of the study will be provided to Oro Loma District engineering staff for review. If installation of new sewer lines is required, the Project shall construct the required improvements. Any approved pipe replacement work should be completed prior to connection to the District's sanitary sewer system.	Verify compliance with Oro Loma requirements	Alameda County GSA	During engineering design phase, prior to the start of construction.

(END OF EXHIBIT P)