



# COUNTY OF ALAMEDA

## ADDENDUM No. 1

To

RFP/Q No. LAN20151122

for

**On Call Geotechnical Engineering Services**

**Specification Clarification/Modification and Recap of the Networking/Bidders Conferences  
Held on January 14<sup>th</sup> 2016 and January 21<sup>st</sup> 2016**

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

**County of Alameda, Public Works Agency  
RFP No. LAN20151122, Addendum No. 1**



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**County of Alameda, Public Works Agency  
RFP/Q No. LAN20151122, Addendum No. 1**

The following Sections have been modified to read as shown below. Changes made to the original RFP document are in **bold** print and **highlighted**, and deletions made have a ~~strike through~~.

Page 14 and 15 of the RFP, Section F: "Evaluation Criteria and their respective weights" table has been revised as follows:

	<b>Evaluation Criteria</b>	<b>Weight</b>
<b>F.1</b>	<p><b>Completeness of Response:</b> 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.</p> <p>To be considered complete, Proposers must include the complete and accurate documentation identified herein that they are certified small and local or emerging and local business or are partnering, joint venturing or subcontracting with small and local or emerging and local business(es) that are certified at the time of response submittal. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</p>	Pass/Fail
<b>F.2.a F.2.a.1.</b>	<p><b><u>Organization &amp; Approach</u></b> <b>Roles and Organization of Proposed Team</b></p> <ul style="list-style-type: none"> <li>• Proposes adequate and appropriate disciplines of project team.</li> <li>• Some or all of team members (firms) have previously worked together on similar project(s).</li> <li>• Overall organization of the team is relevant to County needs.</li> </ul>	<del>100 points</del> 10 Points
<b>F.2.a.2</b>	<p><b><u>Project and Management Approach</u></b></p> <ul style="list-style-type: none"> <li>• Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.</li> <li>• Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones</li> <li>• Team successfully addresses Site Planning and Programming efforts.</li> <li>• Project team and management approach responds to project</li> </ul>	

**County of Alameda, Public Works Agency  
RFP/Q No. LAN20151122, Addendum No. 1**

<p>F.2.a.3</p> <p>F.2.a.4</p>	<p>issues, including LEED certification, and County SLEB/Outreach program.</p> <ul style="list-style-type: none"> <li>• Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.</li> </ul> <p><b><u>Roles of Key Individuals on the Team</u></b></p> <ul style="list-style-type: none"> <li>• Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.</li> <li>• Key positions required to execute the project team’s responsibilities are appropriately staffed.</li> </ul> <p><b><u>Working Relationship with PWA</u></b></p> <ul style="list-style-type: none"> <li>• Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.</li> <li>• Team leadership understands the nature of public sector work and its decision-making process.</li> </ul>	
<p>F.2.b</p> <p>F.2.b.1</p> <p>F.2.b.2</p>	<p><b><u>Scope of Services to be Provided</u></b></p> <p><b><u>Detailed Scope of Services to be Provided</u></b></p> <ul style="list-style-type: none"> <li>• Proposed scope of services is appropriate for all phases of work</li> <li>• Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule</li> </ul> <p><b><u>Project Deliverables</u></b></p> <ul style="list-style-type: none"> <li>• Deliverables are appropriate to schedule and scope set forth in above requirements</li> </ul>	<p align="right"><b>100 Points</b> 10 points</p>
<p>F.2.b.3</p>	<p><b><u>Cost Control and Budgeting Methodology</u></b></p> <ul style="list-style-type: none"> <li>• Proposer has a system or process for managing cost and budget</li> <li>• Evidence of successful budget management for a similar project</li> </ul>	<p align="right"><b>50 Points</b> 5 points</p>
<p>F.2.d</p> <p>F.2. e.</p>	<p><b><u>Litigation History</u></b></p> <ul style="list-style-type: none"> <li>• Litigation history, if any, is described</li> <li>• If judgement (s) against Proposer or sub consultants, appropriate explanation provided</li> </ul> <p><b><u>Hourly Rate Schedule</u></b></p> <ul style="list-style-type: none"> <li>• Schedule for each firm and for representative positions within each firm is provided for each key consultant/team member</li> </ul>	<p align="right"><b>50 Points</b> 5 points</p> <p align="right"><b>50 points</b> 10 points</p>
<p>F.2.f</p>	<p><b><u>References:</u></b></p>	<p align="right"><b>50 points</b> 20 Points</p>

**County of Alameda, Public Works Agency  
RFP/Q No. LAN20151122, Addendum No. 1**

G.	<ul style="list-style-type: none"> <li>• Three references for the lead firm on similar projects are provided</li> </ul> <p><b><u>Oral Presentation and Interview</u></b>            Following evaluation of the written proposals, Proposers receiving the eight (8) highest scores will be invited to an oral presentation and interview. The scores at the time will not be communicated to the Proposers. The oral presentation and question/answers by each Proposer shall not exceed sixty (60) minutes in length. The oral interview will consist of a Proposer’s presentation, followed by standard questions asked of each of the Proposers and specific questions regarding the specific proposal. The proposals may then be re-evaluated and re-scored based on the oral presentation and interview.</p>	<p align="center"><b>100 points</b></p> <p align="center">40 points</p>
<b>SMALL LOCAL EMERGING BUSINESS PREFERENCE</b>		
	Local Preference: Points equaling five percent (5%) of bidder’s total score, for the above Evaluation Criteria, will be added. This will be the bidder’s <u>final score</u> for purposes of award evaluation.	Five Percent (5%)
	Small and Local or Emerging and Local Preference: Points equaling five percent (5%) of bidder’s total score, for the above Evaluation Criteria, will be added. This will be the bidder’s <u>final score</u> for purposes of award evaluation.	Five Percent (5%)

Page 20 of the RFP, Section C: County Provisions, Number 3: Elation Systems:

Link to Elation support: <http://www.elationsys.com/elationsys/Support/Default.aspx>

Exhibit F, SLEB Partnering Information Sheet, 5<sup>th</sup> sentence has been revised as follows:

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>~~  
<http://www.elationsys.com/elationsys/>)

**Responses to Written Questions**

**County of Alameda, Public Works Agency  
RFP/Q No. LAN20151122, Addendum No. 1**

Q1) What is the estimated value of the contract?

**A1) The estimated value for each contract is approximately \$200,000.**

Q2) Which firms currently hold the contract?

**A2) The firms that currently hold the contract are: Alan Kropp, CAL Engineering, Fugro and Kleinfelder.**

Q3) If the current contractors do not attend the RFP Conference are they disqualified from submitting a response?

**A3) If the current contractors did not attend one of the two mandatory conferences, their Proposal will be deemed non-responsive.**

Q4) Is the \$200,000 a lump sum amount per consultant?

**A4) Yes, \$200,000 is the approximate amount per consultant.**

Q5) As a prime that is not SLEB certified, we intend to subcontract with SLEB firms to achieve the 20% SLEB requirement. Will these SLEB subcontractors need to attend the RFP Conference?

**A5) SLEB subconsultants/subcontractors are not required to attend the RFP networking conference.**

Q6) Will there be structural review for this RFP?

**A6) Yes, this RFP calls for structural review.**

Q7) Is there a standard County contract available or is the County willing to review the consultants contract?

**A7) See attached Alameda County Sample Professional Services Agreement.**

Q8) Exhibit J, Page 34 of the RFP/Q states that the Draft Professional Agreement follows. Where can we find this draft agreement for review?

**A8) See attached Alameda County Sample Professional Services Agreement.**

Q9) Which capital improvement projects are coming up?

**A9) See attached list of upcoming capital construction projects?**

Q10) How much as the county spent on the consultants in the past 3 years?

**A10) The County has spent approximately \$2.6 million on the consultants in the past 3 years.**

Q11) Where will this addendum be posted?

The addendum will be posted in the following locations:

- 1) [https://www.acgov.org/gsa\\_app/gsa/purchasing/bid\\_content/contractingdetail.jsp?BID\\_ID=1645](https://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractingdetail.jsp?BID_ID=1645)

County of Alameda, Public Works Agency  
RFP/Q No. LAN20151122, Addendum No. 1

2) <https://www.acgov.org/pwa/business/services.htm>

Q12) Is there a preferred font size and any page limit?

**A12) The preferred font size is 12 point and there is no page limit.**

Q13) Page 2 # 8 references special tests in support of the Materials lab- can you advise which tests, is it lab support only or does it include field technician support, is it in support of the soils testing only or does it include construction materials lab support?

**A13) Tests include Caltrans and Federal project lab testing for all capital improvement projects.**

Q14) Page 2 Section A- What kind of flood control improvements?

**A14) These projects could be anywhere in Western Alameda County and typically involves the repair of failed structures, such as Levee embankment repair or the improvement of flood protection such as channel restoration recommendations.**

Q15) Page 2 #5-6- Can you describe the types of past 9(a) District levee and dam improvement projects and (b) modifications of flood control facilities?

**A15) We have had projects where geotechnical support has been required for the design of District access roadways on the banks of natural creeks, hydrogeological reviews of culvert improvements and creek bank restorations, repair of breached levees and failed channel embankments.**

Q16) Page 10 # 5- Can you please provide clarification to the sentence "Provide applicable signature... behalf of the contractor"?

**A16) The signature on the proposals and applicable documents must be from a person authorized to bind the firm to the contents of the proposal. If the person signing is other than the President or CEO of the firm, they must provide documentation i.e. an organizational chart that exhibits the person's authority.**

Q17) Page 11 # 36- Do we provide references ONLY for the lead firm? If so, references per resume used or just 1-3 sum total for the lead firm?

**A17) You only need to provide references for the lead firm or prime consultant, with one to three sum total.**

Q18) Page 12 Section F- Will there be 5 or 8 firms interviewed?

**A18) We will be interviewing the 8 highest ranking proposers. However, the Agency reserves the right to determine the number of interviews it will conduct.**

Q19) Exhibits- Do all the forms require wet signatures or can it be electronic signatures?

**A19) A wet signature is needed. Please refer to Section III.D & III. E of the RFP/Q.**

**County of Alameda, Public Works Agency  
RFP/Q No. LAN20151122, Addendum No. 1**

Q20) Does the County want a cover to the proposal, or are the cover and title page one in the same?

**A20) The cover and the title page are one and the same.**

Q21) Is it permissible to include a cover letter?

**A21) Yes, it is permissible to include a cover letter.**

Q22) Is it permissible to include a table of contents page?

**A22) Yes, it is permissible to include a table of contents page.**

Q23) Page 9 E-1 states...Original is not to be bound and may be placed in a 3 ring binder or loose leaf. How would the county like the loose leaf pages assembled—ie binder clip, in a folder, etc?

**A23) The County would prefer no loose leaf pages.**

Q24) For the additional 4 copies, would the County like the consultants to bind those copies, or binder clip each set, place in separate folders, etc?

**A24) The County would prefer the copies to be secured with binder clips.**

Q25) Is there a particular format that the County wants to see for rate schedules for the prime and key consultants?

**A25) No, there is no particular format for rate schedules. However, the hourly rate fee schedule should be submitted in a separate sealed, envelope.**

Q26) Page 10 indicates to provide references for all key team members. How many references per key team member?

**A26) There is a minimum of 3 references per key team member.**

Q27) For the consultants who currently hold the project with contracts ending in 2017, will the current contract merge with the new one?

**A27) If the same consultant is chosen, the contracts will be separate.**

Q28) What are the other Geotechnical projects?

**A28) Existing Geotechnical projects include: peer review, levee and bank stabilization projects, slide repair, etc.**

Q29) Page 9 section E.1. states: “organize your information under tabs in the same order delineated below under response content”, what does this mean?

**A29) The proposal should be organized using tabs in the same order as delineated in the “Response Format” on pages 9-11.**

Q30) Page 2, number 8 states “special tests of various materials in support of the Agency’s Materials Test Laboratory.” Can you give an example of these various materials?



County of Alameda, Public Works Agency  
RFP/Q No. LAN20151122, Addendum No. 1

**A30) Examples of the various materials include compaction testing of base and asphalt courses, gradation testing, etc.**

Q31) Will the four selected firms be on a rotating contract?

**A31) No, the four selected firms will be performing under contract concurrently.**

Q32) How should the cost information be delivered? Should it be a separate sealed submission?

**A32) Yes, the hourly rate fee schedule should be submitted in a separate sealed envelope.**

Q33) The County has a 5% preference for Local Preference, in addition to the SLEB preference. It looks like as long as the lead consultant is in Alameda County, they are qualified...is there any other requirement to be eligible for this preference? In the award criteria there is a 5% preference for SLEB. It then later goes on to require the 20% SLEB participation to be considered for award. Is the 5% across the board for meeting the SLEB participation requirement or a benefit to the prime being a SLEB?

**A33) ACPWA is enormously 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. This RFP/Q requires the contract to be awarded to a lead firm that is a SLEB, or if the firm is not a SLEB, to partner with SLEBS to the maximum extent reasonable and possible, with a minimum of 20% participation.**

The two options are:

- 1) If the PRIME is a SLEB (the Consultant has been certified by the County as a small or emerging local business), there is no requirement to subcontract with another business. When filling out Exhibit G, the PRIME can request for bid preference of up to 10%. 5% is for being LOCAL and an additional 5% is for being a SMALL local business OR an EMERGING local business.**
- 2) If the PRIME is not a SLEB, the PRIME must subcontract with a SLEB a minimum of 20% participation. If the participation falls less than 20%, they PRIME must state this in the Exceptions and Clarifications page, however the County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.**

Q34) Will the County accept an electronic version of the proposal in the form of a USB Flashdrive instead of a CD?

**A34) Yes, the County will accept an electronic version of the proposal in the form of a USB Flashdrive.**

Q35) Please confirm that partnerships between Non SLEB primes and SLEB subcontractors do not need to be entered as a formal JV, so long as the contract includes a minimum of 20% SLEB participation, and Exhibit F is completed and included in the proposal.

**A35) Yes, the partnership between a NON-SLEB prime and SLEB subcontractor need not be entered as a formal JV, so long as the contract includes a minimum of 20% SLEB participation, and Exhibit F is completed and included in the proposal.**



**County of Alameda, Public Works Agency  
RFP/Q No. LAN20151122, Addendum No. 1**

The following participants attended the Bidders' Conferences: See Attached.





# EXHIBIT C VENDOR LIST

## **RFP/Q No. LAN20151122 – On Call Geotechnical Engineering Services**

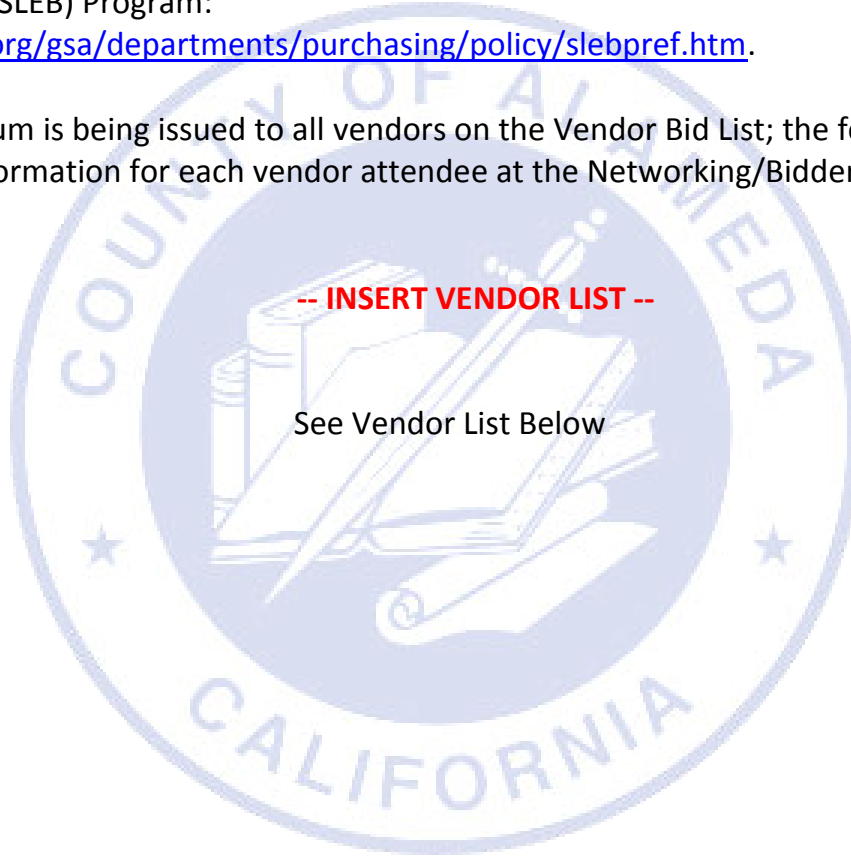
Below is the Vendor Bid List for this project consisting of vendors who have responded to RFP/Q No. LAN20151122, and/or been issued a copy of this RFP/Q. This Vendor Bid List is being provided for informational purposes to assist bidders in making contact with other businesses as needed to develop local small and emerging business subcontracting relationships to meet the requirements of the Small Local Emerging Business (SLEB) Program:

<http://www.acgov.org/gsa/departments/purchasing/policy/slebpref.htm>.

This RFP/Q Addendum is being issued to all vendors on the Vendor Bid List; the following revised vendor list includes contact information for each vendor attendee at the Networking/Bidders Conferences.

**-- INSERT VENDOR LIST --**

See Vendor List Below



## SLEB Vendor List

Business Name	Contact Name	Contact Phone	Address	City	Zip	Certification Type	Certificate Number	Cert. Expire Date	Decertified Date	NAICS
A.M.G. Pipeline Inc	Tony Goncalves	( 510 ) 490-4432	42536 Osgood Rd	FREMONT	94539-5627	Non-Certified LOCAL				541330
A.T. Merovich & Associates	Jeffrey Taner, SE	( 510 ) 845-6600	1950 Addison Street, Suite 205	BERKELEY	94704-9470	Non-Certified LOCAL			12/1/2015	541310 , 541330
A3GEO, Inc.	Dona Mann	( 510 ) 325-5724	1331 Seventh Street, Unit E	BERKELEY	94710-	<b>Certified EMERGING</b>	11-00066	3/31/2016		541330
Abm Engineering Svc	Charles Booth	( 510 ) 287-5433	1266 14th St	OAKLAND	94607-2247	Non-Certified LOCAL				238210 , 423610 , 541330 , 561210
Accurite Technologies Inc	Elizabeth Dessuge	( 510 ) 668-4900	48460 Lakeview Blvd	FREMONT	94538-6532	Non-Certified LOCAL				541330
AceX Technologies Inc	Raymond Louis	( 510 ) 652-1412	1177 65th St	OAKLAND	94608-1108	Non-Certified LOCAL				541330
ACORN ONSITE, INC.	Tim Johnston	( 925 ) 447-5200	2288 BUENA VISTA AVENUE	LIVERMORE	94550-	Non-Certified LOCAL				237110 , 237990 , 423320 , 541330 , 562991
Acorn Product Development	Ken Haven	( 510 ) 249-9699	6140 Stevenson Blvd	FREMONT	94538-2490	Non-Certified LOCAL				541330 , 541340
ACS Consulting Engineers	Jaime Arafiles	( 510 ) 645-1129	375 15th Street	OAKLAND	94612-	Non-Certified LOCAL				541330
Additional Technology Security	Jonathan Okina	( 510 ) 887-9888	1336 West Winton Ave	HAYWARD	94545-	Non-Certified LOCAL			7/1/2008	238210 , 441310 , 541320 , 541330 , 541618 , 561621 , 611710
Adrian Palma Engineering	Adrian Palma	( 925 ) 469-0417	5980 Stoneridge Drive Suite 109	PLEASANTON	94588-	<b>Certified SMALL</b>	10-00188	6/30/2016		541330
AE3 Partners	Rick Dumas	( 510 ) 538-9991	11 Embarcadero West, Suite 205	OAKLAND	94607-	<b>Certified SMALL</b>	08-91283	5/31/2017		531210 , 531320 , 531390 , 541310 , 541330 , 541611
AEPC Group, LLC	Tracey Thebodeau	( 510 ) 656-0451	45500 Fremont Boulevard	FREMONT	94538-	Non-Certified LOCAL			7/16/2008	541310 , 541330 , 541340 , 541350 , 541410 , 541618
AGS, Inc.	Dennis Wong	( 510 ) 251-1180	1814 Franklin St., Ste 315	OAKLAND	94612-	Non-Certified LOCAL			4/1/2012	541310 , 541330 , 541620
Ahmad Moghaddas Pe	Ahmad Moghaddas	( 510 ) 843-6580	1631 Berkeley Way	BERKELEY	94703-1237	Non-Certified LOCAL				541330
Alaco Engineering	Lawrence Johmann	( 510 ) 200-8414	612 B Street	HAYWARD	94541-	<b>Certified SMALL</b>	09-00099	3/31/2017		518210 , 541330 , 541340 , 541490 , 541511 , 541618 , 541620 , 541690 , 541990
Alan Kropp & Associates, Inc	Alan Kropp	( 510 ) 841-5095	2140 Shattuck Ave., Suite 910	BERKELEY	94704-1210	<b>Certified SMALL</b>	02-89963	2/29/2016		541330
Alexie F. Lukban Pe	Alexie Lukban	( 510 ) 527-8067	2607 Mandela Parkway, Unit #5	OAKLAND	94607-	Non-Certified LOCAL				541330
Aliquot Associates, Inc.	Robert Wong	( 510 ) 601-5101	460 Boulevard Way, 2nd Floor	OAKLAND	94610-	<b>Certified SMALL</b>	09-00150	3/31/2017		541330 , 541370
Allana Buick & Bers	Khalfan Khatidja	( 650 ) 543-5600	1333 Broadway, Suite 410	OAKLAND	94612-	Non-Certified LOCAL				541310 , 541330
Alta Engineering Group, Inc	Genele Oberrich	( 415 ) 355-6650	4643 Fair Avenue	OAKLAND	94619-	Non-Certified LOCAL				541330 , 541611
Alta Vista Solutions	Patrick Lowry	( 510 ) 594-0510	6475 Christie Ave., #425	EMERYVILLE	94608-9460	Non-Certified LOCAL			12/1/2013	541330 , 541380
Aluceron Consulting Group LLC	Ade Oluwasogo	( 510 ) 337-4505	114 Carob Lane	ALAMEDA	94502-	<b>Certified EMERGING</b>	15-00053	6/30/2016		541330 , 541340
AMC Consulting Engineers, Inc	Ming-Chen Yu	( 510 ) 663-1118	487 8th St.	OAKLAND	94607-	<b>Certified SMALL</b>	08-91252	8/31/2016		541330 , 541618
Amcor Construction	Kapal Singh	( 510 ) 331-5761	140 Blossom Way	HAYWARD	94541-1918	Non-Certified LOCAL			6/1/2013	236210 , 236220 , 238220 , 541330
AMEC Geomatrix, Inc.	Yolanda Harden	( 510 ) 663-4100	2101 Webster Street, 12th Floor	OAKLAND	94612-	Non-Certified LOCAL				541330 , 541620
AMS Consulting	Robert Estimo	( 925 ) 225-9922	5994 W. Las Positas Blvd., Ste 205	PLEASANTON	94588-	Non-Certified LOCAL			8/1/2014	541330 , 541511 , 541513 , 541618 , 541690 , 541990
Analysis&Solutions Consultants	Dotun Oyenuga	( 510 ) 207-1387	7700 Edgewater Drive, Suite 668	OAKLAND	94621-	Non-Certified LOCAL			8/16/2005	541330 , 541360 , 541380
Anamet Inc.	Ken Pytlewski	( 510 ) 887-8811	26102 Eden Landing Rd. Ste. 3	HAYWARD	94545-3811	Non-Certified LOCAL				541330
Anchor Engineering, Inc	Chris Coles	( 510 ) 393-5112	324 Harbor Light Rd	ALAMEDA	94501-	<b>Certified SMALL</b>	09-00036	5/31/2017		541310 , 541330 , 541350 , 541618

ANSE	Anand Nene	( 510 ) 893- 3464	1624 Franklin St #1200	OAKLAND	94612- 2824	Non- Certified LOCAL				541330
Antrim Construction	John Mahoney	( 925 ) 273- 1164	1635 Chestnut St.	LIVERMORE	94551-	Non- Certified LOCAL				236210 , 236220 , 238310 , 238350 , 238990 , 541330
Applied Materials & Engineering Inc.	Armen Tajirian	( 510 ) 420- 8190	980 41st St	OAKLAND	94608- 3708	<b>Certified SMALL</b>	03-90371	9/30/2017		541330 , 541350 , 541380
Applied Structural Associates	Philip Luke	( 510 ) 763- 5245	211 10th St., Ste 268	OAKLAND	94607-	Non- Certified LOCAL			3/1/2012	541330 , 541350
APSI Construction Management	David Adelberg	( 510 ) 588- 8505	505 14th Street, Ste 900, Room 905	OAKLAND	94612-	<b>Certified SMALL</b>	14-00036	2/29/2016		236220 , 541330 , 541990 , 561210
Aqau Video LLC	Benjamin Boudreault	( 831 ) 325- 6506	3388 morcom avenue	OAKLAND	94619-	Non- Certified LOCAL				541330
Armin Wright	Armin Wright	( 510 ) 652- 4303	5605 Ocean View Dr	OAKLAND	94618- 1532	Non- Certified LOCAL				541330
Arun Shah, S.E.	Arun Shah	( 510 ) 220- 4264	39803 Paseo Padre Parkway, Suite E	FREMONT	94538-	Non- Certified LOCAL				541330
Asuk Technologies Llc	UMESH SOPORY	( 510 ) 357- 1550	645 - 143rd Ave.	SAN LEANDRO	94578- 3542	Non- Certified LOCAL				541330
Aurora Environmental Services, Inc.	Mabel Delgado	( 855 ) 500- 2374	220 Fourth St., Ste 200	OAKLAND	94607-	<b>Certified EMERGING</b>	14-00091	7/31/2017		541330 , 541620 , 541690 , 561210 , 562211
Autograph Design	Luc Poppe	( 510 ) 886- 4927	19939 Laurelwood Dr	CASTRO VALLEY	94552- 5112	Non- Certified LOCAL				541330
Balance Engineering Co	Kevin Chin	( 510 ) 533- 5612	718 Derby Ave	OAKLAND	94601- 2896	Non- Certified LOCAL				541330
Balance Geo	Martin Trso, PG, CPG, CPESC, QSD	( 510 ) 559- 8036	PMB 442, 1442A Walnut Street	BERKELEY	94709- 1405	Non- Certified LOCAL				541320 , 541330 , 541620 , 541690 , 541990
Balance Hydrologics, Inc.	Leslie Mack	( 510 ) 704- 1000	800 Bancroft Way, Suite 101	BERKELEY	94710-	<b>Certified SMALL</b>	05-90761	6/30/2016		221310 , 541320 , 541330 , 541620 , 541690 , 541712 , 541990 , 562910
Bara Infoware Inc	Jatinder Singh	( 925 ) 785- 8305	5820 Stoneridge Mall Rd. Suite 100	PLEASANTON	94588-	Non- Certified LOCAL				541310 , 541330 , 541340 , 541350 , 541490 , 541512
Baseline Designs Inc	Vincent Wu	( 510 ) 865- 4623	1700 Oak St,	ALAMEDA	94501- 2934	<b>Certified SMALL</b>	05-90731	8/31/2017		541330 , 541340
Bay Area Construction., Inc	Jeff Pinkston	( 925 ) 556- 6600	7027 Dublin Blvd # 621	DUBLIN	94568- 3018	Non- Certified LOCAL				541330
Bay Machine Design	Phillips Rockwell	( 510 ) 528- 3698	1414 4th St	BERKELEY	94710- 1323	Non- Certified LOCAL				541330
BearingPoint	Robert Simmons	( 925 ) 218- 4213	4435 Shearwater Court	PLEASANTON	94566-	Non- Certified LOCAL				541330
Belden Consulting Engineers	Kevin Moore	( 925 ) 829- 0772	6670 Amador Plaza Road, Ste 200	DUBLIN	94568-	Non- Certified LOCAL			10/1/2014	541330
Bellecci & Associates, Inc.	Daniel Leary	( 925 ) 681- 4880	7041 Koll Center Pkwy, Ste 132	PLEASANTON	94566-	<b>Certified SMALL</b>	02-89979	2/28/2017		541330 , 541340 , 541370
BERLOGAR GEOTECH. CONSULTANTS	PAUL LAI	( 925 ) 484- 0220	5587 SUNOL BOULEVARD	PLEASANTON	94566-	Non- Certified LOCAL				541330
Berryman & Henigar, Inc.	Dennis Klingelhofer	( 925 ) 468- 7400	6150 Stoneridge Mall Rd # 370	PLEASANTON	94588- 3241	Non- Certified LOCAL				541330
Bevilacqua-Knight, Inc.	Stella Fojas	( 510 ) 444- 8707	1000 Broadway, Ste. 410	OAKLAND	94607-	<b>Certified SMALL</b>	09-00276	9/30/2017		541330 , 541618 , 541620 , 541690
Beyaz & Patel Inc.	George Lo	( 510 ) 763- 0776	364 14th St., Room 500A	OAKLAND	94612-	Non- Certified LOCAL			3/6/2007	541310 , 541330
Biggs Cardosa Associates	Troy Swenson	( 510 ) 625- 9900	1330 Broadway, Suite 730	OAKLAND	94612-	Non- Certified LOCAL				541330
BKF Engineers	Devon Kurcina	( 925 ) 396- 7700	4670 Willow Road, Suite 250	PLEASANTON	94588-	Non- Certified LOCAL				541330 , 541360 , 541370
Blymyer Engineers, Inc.	Robin Davis	( 510 ) 521- 3773	1101 Marina Village Parkway, Suite 100	ALAMEDA	94501-	Non- Certified LOCAL			5/1/2014	541330
Bonkowski & Associates, Inc.	Michael Bonkowski	( 510 ) 450- 0770	6400 Hollis Street, Suite 4	EMERYVILLE	94608- 1052	Non- Certified LOCAL				541330 , 541620 , 562910
Bonneau Dickson PE	Bonneau Bonneau Dickson	( 510 ) 845- 8625	2428 McGee Ave.	BERKELEY	94703-	Non- Certified LOCAL				541330
Brame Design Co	Ken Brame	( 510 ) 886- 2649	21748 Baywood Ave	CASTRO VALLEY	94546- 6942	Non- Certified LOCAL				541330
Brighton Environmental Consult	Robert Roat	( 510 ) 919- 4358	3815 Brighton Ave	OAKLAND	94602- 9460	Non- Certified LOCAL				541330 , 541620
BRK Associates, Inc.	Joseph Pho	( 510 ) 744- 0447	4818 Canvasback Common	FREMONT	94555-	Non- Certified LOCAL				541330

BSK Associates	Anna Rikkelman	( 925 ) 462- 4000	324 Earhart Way	LIVERMORE	94551-	Non-Certified LOCAL			541330 , 541350 , 541380 , 541620
CAD Masters, Inc.	Michelle Self	( 510 ) 655- 8168	5832 Nottingham Drive	OAKLAND	94611-	Certified SMALL	12-00026	2/29/2016	238210 , 423430 , 443142 , 511210 , 541330 , 541511 , 541512 , 611420
Cal Engineering & Geology, Inc	Phillip Gregory	( 510 ) 451- 2350	119 Filbert Street	OAKLAND	94607-	Certified SMALL	02-90003	3/31/2017	541330 , 541380
CALCET Company	Dr. Nicolae Moisidis PE	( 510 ) 352- 0130	14895 East 14th Street, Suite 340	SAN LEANDRO	94578- 3819	Non-Certified LOCAL			541330
Calgeotech Engineering Consult	Manny Saleminik	( 510 ) 585- 8215	34077 Paseo Padre Pkwy, # 157	FREMONT	94555-	Non-Certified LOCAL		10/7/2014	541330 , 541380
CALTROP Corporation	Peter Owen	( 510 ) 601- 1700	2200 Powell Street, Suite 1125	EMERYVILLE	94608-	Non-Certified LOCAL			237310 , 541330 , 541613 , 541820
Capital Engineering Consultant	Patricia Porter	( 510 ) 263- 1509	1305 Marina Village Parkway	ALAMEDA	94501-	Non-Certified LOCAL			541330
Cargo Velocity Inc.	Daniel Johnson Johnson	( 510 ) 913- 6558	2140 Shattuck Ave, Suite 903	BERKELEY	94704-	Non-Certified LOCAL			541330 , 541611 , 541614 , 541618 , 541690
CE2 Corporation	Clyde Wong	( 925 ) 463- 7301	6140 Stoneridge Mall Road Suite 500	PLEASANTON	94588-	Certified SMALL	12-00116	9/30/2016	541330 , 541511 , 541611 , 541620 , 541690 , 541990 , 562211 , 562219 , 562910 , 562998
Center Line Land Surveying Inc	Kevin Nickolas	( 925 ) 454- 3050	4047 First St. Ste 101	LIVERMORE	94550-	Non-Certified LOCAL			541330
Certus Consulting, Inc	Evan Reis	( 510 ) 835- 0705	405 14th Street, Suite 160	OAKLAND	94612-	Non-Certified LOCAL		7/2/2008	541330
CFA Consultants	Christopher Ferrell	( 510 ) 816- 0564	543 Santa Barbara Road	BERKELEY	94707-	Non-Certified LOCAL		9/1/2014	541320 , 541330 , 541620
CH2M Hill, Inc.	Dina Potter	( 510 ) 587- 7638	155 Grand Ave, Suite 800	OAKLAND	94612-	Non-Certified LOCAL			237310 , 541330 , 541620 , 541690
Chemical Solutions Inc	Jim Miille	( 925 ) 606- 8000	4120 Cross Rd	LIVERMORE	94550- 9737	Non-Certified LOCAL			236210 , 541330 , 541620
Chou's Image, Inc	Wen Pei Paul Chou	( 925 ) 212- 6384	2200 Martin Luther King Jr. Way	BERKELEY	94704-	Non-Certified LOCAL		8/1/2015	541330 , 541430 , 541512 , 713940
CHOW ENGINEERING INC.	Reuben Chow	( 510 ) 636- 8500	7770 PARDEE LANE	OAKLAND	94621-	Non-Certified LOCAL		11/1/2011	237990 , 541330 , 541620 , 561210 , 562910
CHS Consulting Group	Chi-Hsin Shao	( 510 ) 272- 9597	211 10th St., Ste 368	OAKLAND	94607-	Non-Certified LOCAL		8/20/2014	541330
CISTRAN GROUP INC.	MIGUEL DE GUZMAN	( 510 ) 568- 9665	322 PENDLETON WAY	OAKLAND	94621- 9462	Non-Certified LOCAL		8/17/2005	541310 , 541330 , 541370
Ckc Laboratories Inc	Christine Nicklas	( 510 ) 249- 1170	1100 Fulton Pl	FREMONT	94539- 7991	Non-Certified LOCAL			541330 , 541380
Clark Seif Clark, Inc.	Wesley Chase	( 925 ) 931- 0100	275 Rose Ave., Suite 206	PLEASANTON	94566-	Non-Certified LOCAL			541330 , 541620 , 541690 , 611710
Clearwater Hydrology	William Vandivere	( 510 ) 841- 1836	2974 Adeline St.	BERKELEY	94703- 9470	Non-Certified LOCAL		5/1/2014	541330 , 541690
CMA, a Division of TranSystems	Gordon Fulton	( 510 ) 835- 2761	180 Grand Avenue, Suite 400	OAKLAND	94612-	Non-Certified LOCAL			236220 , 541310 , 541330 , 541370
Coffman Engineers, Inc.	Jeff Weber	( 510 ) 251- 9578	1939 Harrison Street, Suite 320	OAKLAND	94612-	Non-Certified LOCAL			541330
Cohen Ventures, Inc.	Walter Harrower	( 510 ) 482- 4420	449 15th Street, Ste 400	OAKLAND	94612-	Certified SMALL	09-00281	9/30/2016	518210 , 541330 , 541512 , 541613 , 541620 , 541690
Computers & Structures Inc	Ashraf Habibullah	( 510 ) 845- 2177	1995 University Ave # 540	BERKELEY	94704- 1058	Non-Certified LOCAL			541330
Condon-johnson & Assoc	Michael Condon	( 510 ) 534- 3400	P. O. Box 12368	OAKLAND	94604- 2150	Non-Certified LOCAL			238190 , 541330
COWI North America, Inc.	Kristine Majlath	( 510 ) 839- 8972	1300 Clay Street, 7th Floor	OAKLAND	94612-	Non-Certified LOCAL			541330
CQ Consultants	Nazy Sobhi	( 415 ) 407- 4915	1 Kelton Ct., Suite 9A,	OAKLAND	94611-	Non-Certified LOCAL			541330
Creegan + D'angelo	David Wilson	( 925 ) 417- 5260	6800 Koll Center Parkway, Ste 225	PLEASANTON	94566- 3239	Certified SMALL	12-00063	6/30/2016	541330
CrestPoint Solutions Inc	Fabomi Ojuola	( 925 ) 828- 6005	5994 W. Las Positas Blvd, #223	PLEASANTON	94588-	Certified SMALL	02-90111	4/30/2016	238210 , 518210 , 541330 , 541511 , 541513 , 541519 , 541611 , 541620 , 541690 , 561210
CSG Consultants, Inc.	Hatem Ahmed	( 925 ) 931- 0370	6200 Stoneridge Mall Road	PLEASANTON	94588-	Non-Certified LOCAL			541330
CTG Enterprises Group	Noah Goldstein	( 510 ) 444- 5180	Plaza 360, 360 22nd Street #710	OAKLAND	94612- 9461	Non-Certified LOCAL			541330

Cvm Inc	Robert Switek	( 925 ) 847- 8809	7059 Commerce Cir # J	PLEASANTON	94588- 8012	Non- Certified LOCAL				541330
D Badea Inc	Dragos Badea	( 510 ) 452- 1086	1430 Franklin St., # 100	OAKLAND	94612- 3209	Non- Certified LOCAL				236220 , 541330
Dabri, Inc.	Ravinder Kaur	( 510 ) 406- 7159	1904 Franklin Street, Ste201	OAKLAND	94612-	<b>Certified SMALL</b>	11-00057	2/29/2016		236220 , 237110 , 237310 , 237990 , 541330 , 541618 , 541990
DAL Technology	Bryant Fields	( 510 ) 273- 2425	8105 Edgewater Dr., #202	OAKLAND	94621-	<b>Certified SMALL</b>	10-00166	5/31/2017		238210 , 541330
Damatt Engineering	Jim Tuckner	( 510 ) 891- 0970	510 3rd St # 201	OAKLAND	94607- 3561	Non- Certified LOCAL				541330 , 541340
Darryl Alexander and Associates Inc	Darryl Alexander	( 925 ) 462- 2255	147 Old Bernal Avenue	PLEASANTON	94566-	<b>Certified SMALL</b>	09-00073	3/31/2017		541330 , 541370
DASSE Design Inc.	William Andrews	( 510 ) 433- 9370	555 12th Street #600	OAKLAND	94607-	Non- Certified LOCAL				541330
David Dickson Consulting	David G. Dickson	( 707 ) 479- 8491	800 Hearst Ave	BERKELEY	94710-	Non- Certified LOCAL			7/1/2011	541330 , 541611
David Galson & Assoc Inc	Chuck Siu	( 510 ) 339- 3550	5733 Grisborne Ave	OAKLAND	94611- 2157	Non- Certified LOCAL				541330 , 541511 , 541512
Design Assurance Engineers	Barry Walter	( 510 ) 656- 0459	2754 Olive Avenue	FREMONT	94539-	Non- Certified LOCAL				541330
Diablo Engineering Group	Jennifer Harmon	( 510 ) 550- 8959	1300 Clay Street, Suite 600	OAKLAND	94612-	Non- Certified LOCAL				541330
Diamond Mountain Engineering	Michael Schwabe	( 510 ) 487- 9530	3213 Whipple Rd	UNION CITY	94587- 1218	Non- Certified LOCAL				334515 , 423690 , 541330
Diversified Fire Products	Tom Sammons	( 510 ) 438- 1300	4384 Enterprise Pl	FREMONT	94538-	Non- Certified LOCAL				238210 , 541330 , 561621
DMJM+HARRIS Inc	David Mazzo	( 510 ) 645- 4490	1330 Broadway Suite# 1001	OAKLAND	94612- 2514	Non- Certified LOCAL				541330
DOER Marine Operations	Liz Taylor	( 510 ) 530- 9388	12812 Skyline Blvd	OAKLAND	94619- 3125	Non- Certified LOCAL				541330
Don Hillebrandt Assoc	Donald H Hillebrandt Don Hillebrandt Associate	( 510 ) 531- 2655	6219 Clive Ave	OAKLAND	94611- 1713	Non- Certified LOCAL				541330
Donaldson Associates	Doug Donaldson	( 510 ) 528- 3684	627 Spokane Ave	ALBANY	94706- 1408	Non- Certified LOCAL				541330
Dowling Associates	Rowena Ona	( 510 ) 839- 1742	180 Grand Ave, Suite 250	OAKLAND	94612- 3762	Non- Certified LOCAL			6/19/2007	541330
DPC Consulting Engineers Inc	David Penney	( 510 ) 521- 7000	1504 Encinal Avenue, Suite D	ALAMEDA	94501- 4081	Non- Certified LOCAL				541330
DSK Architects	Mark Seiberlich	( 510 ) 270- 5629	5128 Miles Avenue	OAKLAND	94618- 9461	<b>Certified SMALL</b>	11-00046	4/30/2017		541310 , 541330 , 541340 , 541410 , 541430
DTN Engineers, Inc.	Kieu-Thu Do	( 510 ) 267- 0441	1305 Franklin St., Ste 206	OAKLAND	94612-	<b>Certified SMALL</b>	04-90490	10/31/2017		541330
Dutra Construction Co., Inc.	Harry Stewart	( 510 ) 337- 8850	2199 Clement Street	ALAMEDA	94501-	Non- Certified LOCAL				237110 , 237310 , 237990 , 238210 , 541330
E H John Construction Co., Inc	John Edwards	( 510 ) 633- 2548	10901 Macarthur Blvd., Suite 106	OAKLAND	94605- 5200	Non- Certified LOCAL				541330
E. Majdalani Construction Management Inc	Elia Majdalani	( 510 ) 986- 1224	11 Embarcadero West, Suite 210	OAKLAND	94607-	<b>Certified SMALL</b>	08-91304	12/31/2017		236220 , 237310 , 237990 , 541330 , 541611 , 541618
Earth Mechanics, Inc.	Techih Ke	( 510 ) 562- 8833	3541 Investment Blvd, #4	HAYWARD	94545-	<b>Certified SMALL</b>	09-00043	3/31/2017		541330 , 541380 , 541620
EarthMax Consultants, Inc.	Katheine Fung	( 510 ) 528- 3168	1412 Henry Street	BERKELEY	94709-	Non- Certified LOCAL				541330
Earthquake & Structures, Inc.	Bishwendu Paul	( 510 ) 601- 1065	6355 Telegraph Ave, #101	OAKLAND	94609-	<b>Certified SMALL</b>	07-90984	2/29/2016		541330
eCIFM Solutions, Inc.	Vimal Uberoi	( 925 ) 556- 3450	7950 Dublin Blvd, Ste 107	DUBLIN	94568-	<b>Certified SMALL</b>	04-90424	6/30/2017		518210 , 541310 , 541320 , 541330 , 541340 , 541410 , 541511 , 541513 , 541611
Ecowang	Jeanny Wang Miles	( 510 ) 848- 8747	5106 Shafter Ave	OAKLAND	94618-	<b>Certified EMERGING</b>	14-00108	8/31/2016		221310 , 237110 , 541330 , 541370 , 541620
EDesignC, Inc	Rosanna Lerma	( 510 ) 433- 0913	212 9th St Suite 203	OAKLAND	94607- 4478	<b>Certified EMERGING</b>	10-00271	11/30/2016		541330
Element Structural Engineers, Inc.	Thuy Fontelera	( 510 ) 573- 1557	36975 Cedar Blvd, Ste. 295C	NEWARK	94560-	<b>Certified EMERGING</b>	14-00042	3/31/2017		541330
EMSCO General Contracting	M R Hester	( 510 ) 632- 7676	9009 Railroad Ave	OAKLAND	94603- 1245	Non- Certified LOCAL				237310 , 541330
Energy Resource Assoc Inc	James Waltz	( 925 ) 447-	1626 Holmes St	LIVERMORE	94550- 6010	Non- Certified				541330



		1140				LOCAL				
ENGE0 Incorporated	Catherine Lewis	( 510 ) 451-1255	1330 Broadway , Suite 428	OAKLAND	94612-	Non-Certified LOCAL				541330 , 541380
Engineering Sustainable Sites Inc	Joel Kushins	( 510 ) 821-6008	3528 Robinson Drive	OAKLAND	94602-	Certified EMERGING	14-00117	9/30/2017		541330 , 541620
Enginious Structures, Inc.	Alexander Itsekson	( 510 ) 272-9999	1904 Franklin St, Penthouse Suite	OAKLAND	94612-	Certified SMALL	09-00312	11/30/2017		541310 , 541330
Enpro Solutions, Inc.	R. Maqbool Qadir	( 925 ) 803-8045	6500 Dublin Boulevard, Ste 215	DUBLIN	94568-3152	Certified SMALL	05-90727	8/31/2016		541330 , 541611 , 541620 , 541690
Ether Web Network	Jon Schwartz	( 925 ) 570-1612	1452 N Vasco Road, #292	LIVERMORE	94551-	Non-Certified LOCAL				515111 , 541330 , 811213
F.E. Jordan Associates Inc	Frederick E. Jordan	( 510 ) 763-2400	11 Embarcadero W, Suite 210	OAKLAND	94607-4532	Non-Certified LOCAL			10/1/2015	541310 , 541330 , 541620
F.W. Associates, Inc.	Monsan Fong	( 510 ) 763-7475	330 Franklin Street, Suite #400	OAKLAND	94607-	Certified SMALL	03-90194	3/31/2016		541330 , 541611
Farallon Consulting LLC	Lori Pettegrew	( 510 ) 879-6804	180 Grand Ave, Suite 900	OAKLAND	94612-	Certified SMALL	15-00036	5/31/2016		541330 , 541611 , 541620
FAULTLINE GEOLOGIC CONSULTANTS	MICHAEL ZINSLEY	( 510 ) 381-1239	1125 COURT STREET	ALAMEDA	94501-5454	<a href="#">Contact OCC for status</a>	12-00003	12/31/2015		541330
Fehr & Peers	Sam Tabibnia	( 510 ) 834-3200	1330 Broadway, Suite 833	OAKLAND	94612-	Non-Certified LOCAL				541320 , 541330 , 541614
Financial Engineering Assoc	Mark Garman	( 510 ) 548-6200	2201 Dwight Way	BERKELEY	94704-2029	Non-Certified LOCAL				541330
Finn Design Group Inc.	Jeffrey Finn	( 925 ) 737-1600	5000 Hopyard Road, Suite 300	PLEASANTON	94588-	<a href="#">Contact OCC for status</a>	05-90677	12/31/2015		541330
Fire Code Consultants LLC	Sandra Stanek	( 925 ) 373-0638	2811 San Minete Dr.	LIVERMORE	94550-	Non-Certified LOCAL				541330
Francisco & Associates, Inc.	Joseph Francisco	( 925 ) 785-1933	5776 Stoneridge Mall Rd, #320	PLEASANTON	94588-	Non-Certified LOCAL			1/31/2009	541330 , 541611 , 541618
Fratessa Forbes Wong	Mike Forbes	( 510 ) 452-2283	487 8th Street	OAKLAND	94607-3936	Certified SMALL	05-90733	7/31/2017		541330 , 541340
Fuel Oil Systems	Doug Nakano	( 925 ) 556-5424	6681 Sierra Lane, Suite F	DUBLIN	94568-	Certified SMALL	12-00151	11/30/2016		237120 , 541330
Fugro Consultants, Inc.	Bobbie Vahl	( 510 ) 268-0461	1000 Broadway Suite 440	OAKLAND	94607-	Non-Certified LOCAL				238910 , 541330 , 541360 , 541370 , 541380 , 541620
Future Power Corp. DBA Energy Conservation Options	Dahlia Moodie	( 510 ) 647-8450	2531 9th Street	BERKELEY	94710-	Certified SMALL	09-00178	6/30/2016		236116 , 238210 , 238220 , 541330 , 541611 , 541620 , 541690
G&S Tool, Inc	Gabor Paulovits, Jr.	( 510 ) 633-9632	383-B Preda St.	SAN LEANDRO	94577-1444	Non-Certified LOCAL				332710 , 332999 , 333514 , 339112 , 339999 , 541330 , 541340 , 541490
Gamcor Eng & Mfg Co	Ralph E Jones	( 510 ) 521-7748	2634 EVELYN CT	ALAMEDA	94501-	Non-Certified LOCAL				541330
Gei Consultants Inc	Hildegard Dodd	( 510 ) 835-9838	2201 Broadway # 321	OAKLAND	94612-3023	Non-Certified LOCAL				541330
Geo Resource Consultants, Inc.	Jeanie Joe	( 510 ) 832-3177	211 10th St, Suite 298	OAKLAND	94607-4429	Non-Certified LOCAL			7/1/2008	541330 , 541620 , 561210 , 562910
GEOLABS INC	FRANCIS CHAN	( 510 ) 465-5141	1440 BROADWAY SUITE 804	OAKLAND	94612-	Non-Certified LOCAL				541330
GEWA Corporation	Gladstone Wood	( 510 ) 553-9991	1933 Davis Street, Suite 304B	SAN LEANDRO	94577-	Non-Certified LOCAL			10/27/2005	519120 , 541310 , 541330 , 541511 , 541512 , 561110 , 561210 , 561320 , 561599
Ghirardelli Associates, Inc.	Raewyn Butcher	( 510 ) 451-4180	300 Frank H. Ogawa Plaze, Suite 229	OAKLAND	94612-	Certified SMALL	13-00092	7/31/2017		541330
Global Engineering Enterprise	Tony Cho	( 925 ) 398-8418	5776 Stoneridge Mall Road, Suite 280	PLEASANTON	94588-	Certified EMERGING	13-00071	4/30/2016		541330 , 541340 , 541350 , 541410 , 541420
Golden Gate Engineering, Inc.	Fazol Zarrabi	( 510 ) 792-6333	35477-B Dumbarton Court	NEWARK	94560-1120	Non-Certified LOCAL				541330
Golder Associates	Michael Yacyshyn	( 510 ) 553-7080	7677 Oakport Street, Suite 105	OAKLAND	94612-	Non-Certified LOCAL				541330
Greenwood & Moore, Inc.	Jeffrey Moore	( 510 ) 581-2772	3111 Castro Valley Blvd., Ste. 200	CASTRO VALLEY	94546-3464	Certified SMALL	03-90224	5/31/2016		541310 , 541330 , 541370
Group Delta Consultants, Inc.	Robert Blakely	( 510 ) 671-0010	505 14th Street	OAKLAND	94612-4612	Non-Certified LOCAL				541330 , 541350 , 541380 , 541620
Gutierrez Associates	Efren Gutierrez	( 510 ) 839-3311	315 14th Street, 2nd Floor	OAKLAND	94612-	Non-Certified LOCAL			4/1/2013	541310 , 541320 , 541330 , 541410 , 561730
H & M Mechanical Group	Gary Hennings	( 510 ) 569-2000	8517 Earhart Road, #230	OAKLAND	94621-5221	Certified SMALL	04-90426	12/31/2016		541330

Habitat Engineering & Forensics	Fari Barzegar	(510) 891-0300	446 17th Street, Suite 300	OAKLAND	94612-2808	Non-Certified LOCAL				541330
Harvey Haynes & Assoc	Harvey Haynes	(510) 655-3134	2 Moyer Pl	OAKLAND	94611-3137	Non-Certified LOCAL				541330
Hassett Engineering	Patrick Hassett	(510) 583-1883	3558 Castro Valley Blvd	CASTRO VALLEY	94546-4402	Certified SMALL	10-00105	3/31/2016		541330
Hatch Mott MacDonald	Douglas Jarnagan	(925) 469-8010	4301 Hacienda Dr, Suite 300	PLEASANTON	94588-	Non-Certified LOCAL				541330
Haygood & Associates	Leah Haygood, PhD	(510) 527-6343	1496-B Solano Ave.	ALBANY	94706-	Certified SMALL	03-90172	2/28/2017		541320 , 541330 , 541620
HCG Associates, Inc.	Keith Harris	(510) 271-1820	220 4th Street, Suite 210	OAKLAND	94607-	Non-Certified LOCAL				541330 , 541340 , 541350
HDR Engineering Inc	Linc To	(510) 285-1123	1111 Broadway, Suite 1670	OAKLAND	94607-	Non-Certified LOCAL				541330
Hexagon Transportation Consult	Gary Black	(925) 225-1439	7901 Stoneridge Dr., Ste202	PLEASANTON	94588-	Certified SMALL	09-00120	1/31/2018		541330 , 541620
Hibbitt Karlsson & Sorenson	Wanda Mc Cormick	(510) 794-5891	39221 Paseo Padre Pkwy # F	FREMONT	94538-1611	Non-Certified LOCAL				541330
HNTB Corporation	Patty Hughes	(510) 208-4599	1111 Broadway, 9th Floor	OAKLAND	94607-	Non-Certified LOCAL				541330
Homan Engineering Corp	Gail Pierson	(925) 426-9233	4625 1st St, #210	PLEASANTON	94566-7368	Non-Certified LOCAL		7/22/2005		541330
HQE Incorporated	Diane D'Alesio	(510) 763-4895	1814 Franklin Street, Suite 700	OAKLAND	94612-	Non-Certified LOCAL		1/8/2014		541330
HSI Engineering, Inc	Olivia Lamon	(925) 468-6000	5587 Sunol Blvd.	PLEASANTON	94566-	Non-Certified LOCAL		5/1/2013		541330
HTT Corporation	Long Tran	(510) 568-9648	8393 Capwell Dr, Suite 110	OAKLAND	94621-	Non-Certified LOCAL				236220 , 541330 , 541370
I Rosenfeld Shlomo & Assoc	Shlomo Rosenfeld	(510) 251-9890	1763 Broadway	OAKLAND	94612-2105	Non-Certified LOCAL				541330
IASSOCIATES INC	DAVID INLOW	(510) 337-0263	1314 FOUNTAIN STREET	ALAMEDA	94501-4827	Non-Certified LOCAL		8/15/2014		541330
IDA Structural Engineers Inc.	Maureen Kamiya	(510) 834-1629	1629 Telegraph Ave. , Suite 300	OAKLAND	94612-1426	Certified SMALL	03-90279	6/30/2016		541330
Information & Energy Services, Inc.	Brett Illers	(415) 260-7807	3106 Gulfstream Street	PLEASANTON	94588-	Non-Certified LOCAL		5/1/2014		541330 , 541690
Integral Group	Peter Rumsey	(510) 663-2070	427 13th Street	OAKLAND	94612-	Non-Certified LOCAL		11/1/2010		541330
Integrated Motions Inc	George Anwar	(510) 527-5810	758 Gilman St	BERKELEY	94710-1340	Non-Certified LOCAL				334513 , 334519 , 335312 , 335314 , 541330 , 541712
International Parking Design	Dana Constance	(510) 473-0300	1201 Marina Village Parkway, Suite 100	ALAMEDA	94501-	Non-Certified LOCAL				541310 , 541330
International Research Assoc	Dennis Orphal	(925) 485-0130	4450 Black Ave, Suite E	PLEASANTON	94566-6105	Non-Certified LOCAL				541330 , 541611 , 541618 , 541712
ISA Corporation	Tony Zante	(510) 324-3755	3213 Whipple Road	UNION CITY	94587-1237	Non-Certified LOCAL		7/1/2015		332312 , 541330
ITC Engineering Services	Michael Gbadebo	(925) 862-2944	9959 Calaveras Road	SUNOL	94586-	Certified SMALL	09-00254	11/30/2017		541330 , 541380 , 541620 , 541690
J & C Consulting Services Inc	Jaime Jones	(510) 851-3538	2245 82nd Avenue	OAKLAND	94605-	Non-Certified LOCAL		7/1/2012		541330 , 541340 , 541430 , 541512
J J & J Landscape Management	Nguyet Vuong	(510) 396-6945	43984 Rosemere Dr	FREMONT	94539-	Non-Certified LOCAL				541330
Jacobs Engineering Group, Inc.	Bob Turley	(510) 457-0027	300 Frank H. Ogawa Plaza, Ste 10	OAKLAND	94612-	Non-Certified LOCAL				541330
James Wyllie General Engineer	Diana Wyllie	(510) 913-0388	2627 Depot Road	HAYWARD	94545-	Non-Certified LOCAL		11/1/2013		237110 , 237130 , 238110 , 238910 , 238990 , 541330
Janiele Maffei Structural Engr	Janiele Maffei	(510) 985-1649	535 Hampton Road	PIEDMONT	94611-	Non-Certified LOCAL		4/1/2011		541330
Jeffrey Weber & Assoc	Jeffrey Weber	(510) 251-9578	1939 Harrison St # 610	OAKLAND	94612-3533	Non-Certified LOCAL				541330
JMA Civil Inc	Jon Marshall	(925) 400-4356	4725 First Street, Suite 215	PLEASANTON	94566-	Certified EMERGING	13-00031	1/31/2017		541330
John T Warren & Assoc	John Warren	(510) 465-0980	1404 Franklin St. , 4th Floor	OAKLAND	94612-2514	Non-Certified LOCAL				541330
Johnson Western Gunite Co	Larry Totten	(510) 568-8112	940 Doolittle Dr	SAN LEANDRO	94577-1021	Non-Certified LOCAL				541330

Jones & Stokes Associates	Randy Zopfi	( 510 ) 433-8962	268 Grand Avenue	OAKLAND	94610-	Non-Certified LOCAL				541320 , 541330 , 541620 , 541690 , 541820
JWD Group	Joan Gilbert	( 510 ) 832-5466	300 Lakeside Drive, 14th floor	OAKLAND	94612-	Non-Certified LOCAL				541310 , 541330
Kaleva Design Inc	Paul Turin	( 510 ) 430-0248	900 Doolittle Dr	SAN LEANDRO	94577-1029	Non-Certified LOCAL				541330
Kam Yan & Associates	Kam Yan	( 510 ) 562-0581	433 Hegenberger Rd., #204	OAKLAND	94621-	Certified SMALL	05-90748	5/31/2017		541330
KCP Inc	Karl Pierce	( 510 ) 832-4800	2201 Broadway Ste M5	OAKLAND	94612-	Certified SMALL	09-00200	7/31/2016		541330 , 541340 , 541350 , 541360 , 541370 , 541618
Kellco Services Inc	Tim Cannard	( 510 ) 786-9751	3137 Diablo Ave	HAYWARD	94545-2701	Certified SMALL	03-90311	9/30/2017		541330 , 541350 , 541380 , 541620 , 541690
Kennedy/Jenks Consultants Inc.	CAROLINE TOY	( 510 ) 663-3961	1000 Broadway, Ste. 415	OAKLAND	94607-	Non-Certified LOCAL				541330
Kimley-Horn and Associates	Cindy Dalen-Slade	( 510 ) 625-0712	1330 Broadway, Suite 325	OAKLAND	94612-	Non-Certified LOCAL				541330
Kittelson & Associates, Inc.	Janette Lennon	( 510 ) 839-1742	155 Grand Avenue, Suite 900	OAKLAND	94612-	Non-Certified LOCAL				541330
Kleinfelder	Jane Caffey	( 510 ) 628-9000	1330 Broadway, Suite 1200	OAKLAND	94612-	Non-Certified LOCAL				541310 , 541330 , 541360 , 541370 , 541380 , 541490 , 541620 , 541690 , 562910
KOA Corporation	Farhad Iranitalab	( 510 ) 839-0061	1000 Broadway, Suite 340	OAKLAND	94607-	Non-Certified LOCAL				541330
Komendant Engineering Inc	Jerry Komendant	( 510 ) 843-2116	2240 Summer St	BERKELEY	94709-1438	Non-Certified LOCAL				541330
Korve Engineering Inc	Hans Korve	( 510 ) 763-2929	155 Grand Ave # 400	OAKLAND	94612-3764	Non-Certified LOCAL				541330
KPW Structural Engineers, Inc.	Kevin Treat	( 510 ) 208-3300	55 Harrison St., Ste 550	OAKLAND	94607-	Certified SMALL	08-91234	11/30/2017		541330
Kuntz Engineers	G T Kuntz	( 510 ) 357-4330	655 Montague St	SAN LEANDRO	94577-4323	Non-Certified LOCAL				541330
KW Engineering	Christina Summary	( 510 ) 834-6420	287 17th St., Suite 300	OAKLAND	94612-	Certified SMALL	06-90833	2/29/2016		541330 , 541350 , 541611 , 541690 , 541712
Kwj Engineering Inc	Ken Johnson	( 510 ) 794-4296	8440 Central Ave	NEWARK	94560-3430	Non-Certified LOCAL				541330
L A & Assoc	Kevin Lui	( 510 ) 739-1689	38815 Moore Dr	FREMONT	94536-4389	Non-Certified LOCAL				541330
Lai & Associates	Paul Lai	( 925 ) 600-0180	415 Boulder Court, Suite 400	PLEASANTON	94566-	Certified EMERGING	10-00250	10/31/2016		541330
Lamb Surveying, Inc.	Jon Lamb	( 925 ) 462-3512	2178 Rheem Dr # F	PLEASANTON	94588-2613	Non-Certified LOCAL				541330 , 541360
Landtech Consultants	Kamal Obeid	( 510 ) 505-9501	3845 Beacon Ave, # D	FREMONT	94538-1413	Non-Certified LOCAL			3/1/2015	541330
Langford Land Surveying	Richard Langford	( 510 ) 530-5200	4203 MacArthur Blvd	OAKLAND	94619-2447	Non-Certified LOCAL				541330
Larry Walker Associates	Sandy Mathews	( 510 ) 625-1580	2397 Shattuck Avenue, Suite 204	BERKELEY	94704-	Certified SMALL	12-00092	3/31/2016		541330 , 541620
Lea & Braze Engineering	Jeffrey C. Lea	( 510 ) 887-4086	2495 Industrial Parkway W	HAYWARD	94545-	Certified SMALL	09-00175	6/30/2017		541330 , 541340 , 541370 , 541990
Lewis Engineering	Sangeeta Lewis	( 510 ) 601-7223	98 Ramona Avenue	PIEDMONT	94611-	Certified SMALL	04-90649	5/31/2017		541330 , 541620
LFR Inc.	Dauida Novarr	( 510 ) 596-9639	1900 Powell Street, Suite 1200	EMERYVILLE	94608-	Non-Certified LOCAL				541330 , 541360 , 541620 , 541690 , 541990 , 562211 , 562212 , 562219 , 562910
Loisos & Ubbelohde	George Loisos	( 510 ) 521-3800	1917 Clement Ave Building 10A	ALAMEDA	94501-9450	Certified SMALL	10-00062	4/30/2017		541310 , 541330 , 541410 , 541490 , 541511 , 541690
Lowney Assoc	PETER LANGTRY	( 510 ) 267-1970	167 FILBERT STREET	OAKLAND	94607-2531	Non-Certified LOCAL				541330
M2 Consultants, Inc.	Yogesh Prashar	( 925 ) 570-5731	4957 Piper Glen Terrace	DUBLIN	94568-	Non-Certified LOCAL				541330
Mac Leod & Assoc	Dan Mac Leod	( 510 ) 790-9592	4548 Richmond Ave	FREMONT	94536-6854	Non-Certified LOCAL				541330
MacDonald-Bedford LLC	Diana Chen	( 510 ) 521-4020	2900 Main Street, Suite 200	ALAMEDA	94501-7522	Non-Certified LOCAL			9/14/2007	237990 , 541310 , 541320 , 541330 , 541350 , 541611 , 541614 , 541620 , 541690 , 561210 , 611430
MacKay and Soms Civil Eng'rs	Steve Lichliter	( 925 ) 225-0690	5142 Franklin Dr # B	PLEASANTON	94588-3355	Non-Certified LOCAL				541330 , 541360 , 541370
Magdave Associates Inc	David Edu	( 510 ) 633-	303 Hegenberger Road, Suite 211	OAKLAND	94621-1419	Certified SMALL	10-00132	10/31/2016		236220 , 237310 , 238910 , 238990 , 541330 , 541340 ,

		7998								541350 , 541490 , 541618 , 541620
Malcolm Pirnie Inc	Michael C Kavanaugh	( 510 ) 596-3060	2000 Powell Street, Suite 1180	EMERYVILLE	94608-	Non-Certified LOCAL				541330
Manuel C. Fernandez & Associates	Manuel Fernandez	( 510 ) 832-2140	1322 Webster St., Suite 208	OAKLAND	94612-	Non-Certified LOCAL		4/11/2006		541310 , 541320 , 541330
Mariscal & Associates, Inc.	Francisco Mariscal	( 510 ) 420-0384	5515 Doyle Street, Suite 5	EMERYVILLE	94608-2510	Non-Certified LOCAL				541330
Mark Thomas & Company, Inc.	John Kenyon	( 925 ) 417-8000	5000 Hopyard Road, Suite 315	PLEASANTON	94588-	Non-Certified LOCAL				541330 , 541370 , 541614 , 541690
Material Integrity Solutions	Manuchehr Shirmohamadi	( 510 ) 594-0300	3254 Adeline St, #200	BERKELEY	94703-2439	Non-Certified LOCAL		7/2/2008		541330
MatriScope Engineering Laboratories Inc	Carla Mixon	( 925 ) 606-7700	6244 Preston Avenue	LIVERMORE	94551-	Certified SMALL	04-90563	3/31/2017		541330 , 541380
MCT Engineers, Inc.	Diomedes Liu	( 510 ) 834-6624	1730 Franklin St. Suite 200	OAKLAND	94612-	Non-Certified LOCAL			5/2/2008	541330 , 541430 , 541490 , 541512 , 541519
MGE Engineering Inc	H. Fred Huang	( 510 ) 208-4320	212 9th Street, Suite 202	OAKLAND	94607-	Certified SMALL	05-90808	11/30/2016		541330
Michael Baker Jr., Inc.	Malcolm Adkins	( 510 ) 701-7331	One Kaiser Plaza, Suite 1150	OAKLAND	94612-	Non-Certified LOCAL				541310 , 541330 , 541340 , 541360 , 541370 , 541511 , 541512 , 541513
Michelle DeRobertis	Michelle DeRobertis	( 510 ) 482-9010	1834 Casterline Rd.	OAKLAND	94602-	Non-Certified LOCAL			9/1/2009	541330 , 541690 , 541990 , 611430
Microsearch Environmental Corp	Carl E. Hackney	( 510 ) 383-9600	302 Pendleton Way	OAKLAND	94621-	Non-Certified LOCAL			4/1/2011	541330 , 541620
Millennium Consulting Associate	Jack McCubbin	( 925 ) 808-6700	401 Roland Way, Suite 250	OAKLAND	94621-	Non-Certified LOCAL				541330 , 541350 , 541620
Moran Engineering, Inc.	Everett Moran	( 510 ) 848-1930	1930 Shattuck Ave # A	BERKELEY	94704-1022	Non-Certified LOCAL				541330 , 541370
MR3E	Mallika Ramachandran	( 510 ) 754-6171	7077 VALLEY TRAILS DRIVE	PLEASANTON	94588-	Non-Certified LOCAL			4/1/2013	541330 , 541620
N. Saylor Consulting Group	Natalie Saylor	( 510 ) 464-8000	1300 Clay Street, Suite 600	OAKLAND	94612-	Non-Certified LOCAL				541330
Ninyo & Moore	Cheryl Hayame	( 510 ) 633-5640	1956 Webster Street, Suite 400	OAKLAND	94612-	Non-Certified LOCAL				541310 , 541330 , 541360
Norfleet Consultants	Sands Figuers	( 925 ) 606-8595	6430 Preston Ave., EA	LIVERMORE	94551-	Non-Certified LOCAL			5/30/2006	541330
Northgate Environmental Management Inc	Jane Chambers	( 510 ) 839-0688	428 13th Street, 4th Floor	OAKLAND	94612-	Certified SMALL	05-90723	6/30/2017		541330 , 541360 , 541370 , 541620 , 541690 , 562910
Novavia Solutions LLC	J. D. Margulici	( 510 ) 978-1150	5863 Birch Court, Suite C	OAKLAND	94618-	Non-Certified LOCAL			10/1/2013	541330 , 541512 , 541611 , 541712
O C Jones & Sons	Robert C Jones	( 510 ) 526-3424	1520 4th St	BERKELEY	94710-1748	Non-Certified LOCAL				237310 , 541330
O'Connor Construction Management Inc	Claire O'Connor	( 925 ) 426-1578	1300 Clay Street, Suite 900	OAKLAND	94612-	Certified SMALL	02-90072	12/31/2016		236220 , 541330
O'Dell Engineering	Dennis Wann	( 209 ) 223-8340	6200 Stoneridge Mall Rd. Suite 330	PLEASANTON	94588-	Non-Certified LOCAL				541330 , 541370
Oakley & Oakley Corporation	Isabell Oakley	( 510 ) 562-6028	7700 Edgewater Drive, #615	OAKLAND	94621-9462	Non-Certified LOCAL				541330
Oldham Engineering	John Oldham	( 510 ) 649-9400	64 Shattuck Sq # 210	BERKELEY	94704-1135	Non-Certified LOCAL				541330
Oliveria Engineering	Glenn Oliveria	( 510 ) 849-3384	732 Channing Way	BERKELEY	94710-2433	Non-Certified LOCAL				541330
OLMM Consulting Engineers	Sunil Gupta	( 510 ) 433-0828	1305 Franklin Street, Suite 312	OAKLAND	94612-	Certified SMALL	03-90185	9/30/2017		541330
On Line Consulting Services	Sandor Zirulnik	( 510 ) 268-8373	388 17th St, #230	OAKLAND	94612-1553	Non-Certified LOCAL			1/30/2007	541330 , 541690
Opal Quality Systems Management	Deirdre Mercedes	( 510 ) 895-5532	1734 Martin Luther King Jr. Way	OAKLAND	94612-	Non-Certified LOCAL			9/1/2013	541330 , 541611 , 541612 , 541613 , 541618 , 541620 , 561110 , 561410 , 611430
Owen O'neil Assoc	Owen O'neil	( 510 ) 658-8601	4101 Emerald St	OAKLAND	94609-2602	Non-Certified LOCAL				541330
Pacific Design Engineering	Craig Humphreys	( 925 ) 931-0402	8038 Rockford Place	PLEASANTON	94566-9503	Non-Certified LOCAL			5/1/2012	541330
Pakpour Consulting Group	Joubin Pakpour	( 925 ) 224-7717	5776 Stoneridge Mall Road, Suite 320	PLEASANTON	94588-2838	Certified SMALL	04-90586	9/30/2017		541330
Pangea Environmental Services Inc	Bob Clark-Riddell	( 510 ) 836-3700	1710 Franklin Street, Suite 200	OAKLAND	94612-	Certified SMALL	13-00033	1/31/2018		541330 , 541620 , 562910

Parikh Consultants Inc	Gary Parikh	( 510 ) 452- 8804	1330 Broadway, Suite 712	OAKLAND	94612-	Certified SMALL	08-91241	7/31/2016	541330 , 541360 , 541380
Parsons Brinckerhoff, Inc.	Nora Dowley	( 510 ) 891- 2200	1901 Harrison Street, Suite 1570	OAKLAND	94612-	Non- Certified LOCAL			237310 , 541310 , 541330
Parsons Transportation Group, Inc.	Rodney Pimentel	( 510 ) 285- 1566	155 Grand Ave, Suite 350	OAKLAND	94612-	Non- Certified LOCAL			541310 , 541320 , 541330 , 541614 , 541620 , 541690
Peak Engineering Inc	Steve Navarro	( 510 ) 553- 1533	477 Roland Way	OAKLAND	94621- 2014	Non- Certified LOCAL			238190 , 238390 , 541330
Pegasus Design, Inc.	Steve Calderon	( 925 ) 426- 2386	608-D Main St	PLEASANTON	94566- 6645	Non- Certified LOCAL		11/20/2006	541330
Peoples Associate Structural	Donald Peoples	( 925 ) 461- 7060	3918 Valley Ave, Suite A	PLEASANTON	94566- 4865	Non- Certified LOCAL		9/13/2006	541330
Peregrine Falcon Corp	Jack Emmons	( 925 ) 461- 6800	1051 Serpentine Ln # 100	PLEASANTON	94566- 4731	Non- Certified LOCAL			334511 , 541330
PHA Transportation Consultants	Pang Ho	( 510 ) 848- 9233	2711 Stuart St.	BERKELEY	94705-	Certified SMALL	06-90911	11/30/2017	541330
Pirooz Barar & Assoc	Karen Badgley	( 510 ) 536- 5536	1840 Embarcadero	OAKLAND	94606- 5226	Non- Certified LOCAL			541330
PLS Surveys Inc	Joseph Brajkovich	( 510 ) 261- 0900	2220 Livingston Street, Suite 202	OAKLAND	94606-	Certified SMALL	04-90425	7/31/2016	541330 , 541340 , 541360 , 541370
PNS Communications Group Inc.	Steve Cantua	( 925 ) 373- 2884	5915 Graham Court	LIVERMORE	94550-	Non- Certified LOCAL			237130 , 541330
Pract Engineering	Elizabeth Karger	( 510 ) 654- 4990	1150 55th St. Studio C	EMERYVILLE	94608-	Non- Certified LOCAL			541330 , 541712
Product Improvement Labs	Roy Morgan	( 510 ) 282- 0071	401 Channing	ALAMEDA	94502-	Certified SMALL	14-00120	10/31/2017	541330 , 541340 , 541420 , 541490 , 541614 , 541618 , 541690 , 541712
Professional Telecommunications Services Inc	Dawna Lamb	( 925 ) 447- 5100	6111 Southfront Road, Suite B	LIVERMORE	94551-	Certified SMALL	14-00005	12/31/2017	237130 , 238210 , 517110 , 541330 , 541512 , 561621
Professional Window Incorp.	Michael Kerr	( 510 ) 450- 1001	1552 K Beach St.	EMERYVILLE	94608-	Non- Certified LOCAL			541330
Quality Engineering, Inc.	Keith Gilliam	( 510 ) 433- 0630	417 Harrison Street	OAKLAND	94607- 4117	Non- Certified LOCAL			541330
Questa Engineering Corp	Sydney Temple	( 510 ) 236- 6114	818 Mendocino Avenue	BERKELEY	94707-	Certified SMALL	11-00170	3/31/2017	541320 , 541330 , 541620 , 541690 , 561730
Quincy Engineering Inc	Thomas Wintch	( 925 ) 416- 1500	4690 Chabot Drive, Suite 220	PLEASANTON	94588-	Certified SMALL	14-00110	9/30/2017	237110 , 237310 , 541330 , 541370
Quoin Siewewicz Associates	Leonard Siewewicz	( 510 ) 325- 0142	1637 Walnut Street	BERKELEY	94709-	Non- Certified LOCAL		3/1/2011	541330 , 541350
R & M Environmental and Infras	Masood Ghassemi	( 510 ) 553- 2144	7996 Capwell Drive	OAKLAND	94621-	Non- Certified LOCAL		5/1/2012	541330 , 541620 , 562910
R.P. Gallagher Associates Inc	Ronald Gallagher	( 510 ) 893- 2400	519 17th Street, Suite 220	OAKLAND	94612-	Certified SMALL	04-90436	11/30/2016	541330
Redwood Consulting Associates	Linda DeBolt	( 510 ) 435- 6595	4157 Manila Avenue	OAKLAND	94609-	Certified EMERGING	12-00057	9/30/2016	541330
Richard A Charles	Richard A Charles	( 510 ) 562- 3814	4300 Aberfoil Ave	OAKLAND	94605- 5502	Non- Certified LOCAL			541330
Ripley Pacific Co	Dana Rdipley	( 925 ) 847- 2086	5888 Newfields Lane	DUBLIN	94568-	Non- Certified LOCAL		3/1/2013	541330
Robert C. Douglass, CE	Robert Douglas	( 510 ) 791- 5801	37689 Los Arboles Dr.	FREMONT	94536-	Non- Certified LOCAL			541330
Robert K. Smith Construction	Robert Smith	( 510 ) 839- 4340	1416 12th Street	OAKLAND	94607-	Non- Certified LOCAL		2/1/2010	541330
Robert Y Chew Geotechnical Inc	Robert Y Chew	( 510 ) 783- 1881	26062 Eden Landing Rd # 7	HAYWARD	94545- 3712	Non- Certified LOCAL			541330
Robotic Midwives Ltd	Jack Hagerty	( 925 ) 455- 1143	785 Jefferson Ave	LIVERMORE	94550- 3731	Non- Certified LOCAL			541330
Rockridge Geotechnical Inc	Craig Shields	( 510 ) 420- 5738	270 Grand Avenue	OAKLAND	94610-	Certified SMALL	09-00072	5/31/2017	541330
Roy Associates	Sanat Roy	( 510 ) 794- 8091	39199 Liberty St.	FREMONT	94538-	Non- Certified LOCAL			541330
Roy Associates	Sanat Roy	( 510 ) 794- 8091	39510 Paseo Padre Parkway, #250	FREMONT	94538- 2367	Non- Certified LOCAL			541310 , 541330 , 541340 , 541410 , 541490
Ruggeri-Jensen-Azar & Assoc.	Joanne Wilson	( 925 ) 227- 9100	4690 Chabot Drive Suite 200	PLEASANTON	94588-	Non- Certified LOCAL			541320 , 541330 , 541340 , 541370
Rutherford & Chekene	Larry Fournier	( 510 ) 740- 3200	427 Thirteenth St	OAKLAND	94612-	Non- Certified LOCAL			541330 , 541340

S & C Engineers Inc	Michael Chan	( 510 ) 272- 2970	1814 Franklin Street, Suite 600	OAKLAND	94612-	Certified SMALL	14-00099	7/31/2016		541330
S Kwok Engineers Inc	Hoy Kwok	( 510 ) 220- 9017	1815 Cornell Drive	ALAMEDA	94501-	Certified SMALL	08-91295	9/30/2017		237110 , 541330 , 541340 , 541620
S&s Cummins Corp.	Donald Reiter	( 510 ) 581- 4864	23286 Clawiter RD	HAYWARD	94545- 1322	Non- Certified LOCAL				541330
Salas O'Brien Engineers	Jamie Bonner	( 510 ) 272- 9958	436 14th Street, Suite 150	OAKLAND	94612-	Non- Certified LOCAL				541310 , 541330
SANDIS Civil Engineers Surveyors Planners	Jeff Setera	( 510 ) 590- 3400	636 9th Street	OAKLAND	94607-	Certified SMALL	12-00045	4/30/2016		541330 , 541370
SCA Environmental Inc	Glenn Cass	( 510 ) 645- 6200	334 19th Street	OAKLAND	94612-	Certified SMALL	03-90288	2/28/2017		541330 , 541618 , 541620 , 541990 , 562910
Scepter Scientific	Steven Harbaugh	( 925 ) 556- 0550	7567 Amador Valley Blvd	DUBLIN	94568- 2441	Non- Certified LOCAL				541330
Schafer Corp	Michael monsler	( 925 ) 447- 0606	446 Lindbergh Ave	LIVERMORE	94550- 9552	Non- Certified LOCAL				541330
Schafer Corp	Linda Fenton	( 925 ) 447- 0555	303 Lindbergh Ave	LIVERMORE	94550- 9291	Non- Certified LOCAL				541330 , 541712
SCI Consulting Group	John Bliss	( 510 ) 393- 4720	5654 Margarido Drive	OAKLAND	94618-	Certified SMALL	09-00217	9/30/2016		518210 , 541330 , 541690 , 541910
Sdv-acci	Jerry Metz	( 510 ) 538- 4280	5966 Green Ridge Rd.	HAYWARD	94541- 2010	Non- Certified LOCAL				541330
Seifert Engineering Inc	Wendell Seifert	( 510 ) 451- 2600	637 17th Street	OAKLAND	94612-	Non- Certified LOCAL			5/1/2015	236116 , 236118 , 236210 , 238210 , 541330
Seisco Engineering & Environme	David Benaroya Helfant	( 510 ) 547- 8250	1187 Ocean Ave	EMERYVILLE	94608- 1147	Non- Certified LOCAL				541330
Sensor Concepts Inc	Michael Sanders	( 925 ) 443- 9001	606 Enterprise Court	LIVERMORE	94551- 2657	Non- Certified LOCAL				541330
Shalley-Dibble Inc DBA The Engineering Enterprise	Jon Friedman	( 510 ) 769- 7600	1305 Marina Village Pkwy	ALAMEDA	94501- 1028	Certified SMALL	12-00085	5/31/2016		541330
Shor Acoustical Consultants	Harjodh Gill	( 510 ) 531- 0402	6139 Ridgemont Drive	OAKLAND	94619-	Certified SMALL	04-90451	4/30/2017		541330 , 541620
Shums Coda Associates Inc	Bob Sullivan	( 925 ) 463- 0651	5776 Stoneridge Mall Rd, Suite 150	PLEASANTON	94588-	Certified SMALL	09-00229	8/31/2016		541330
Sierra Engineering Group	Mayra Ramirez	( 510 ) 445- 0550	39812 Mission Blvd., Suite 100	FREMONT	94539-	Certified SMALL	02-90130	12/31/2016		541330
Signet Testing Laboratories Inc	Carla Mixon	( 510 ) 887- 8484	3526 Breakwater Court	HAYWARD	94545-	Certified SMALL	15-00027	3/31/2017		541330 , 541380
Silverman & Light Consulting	LeVette Bryant	( 510 ) 655- 1200	1201 Park Ave, Suite 100	EMERYVILLE	94608- 9460	Certified SMALL	15-00002	12/31/2016		541310 , 541330
Simpson Gumpertz & Heger Inc.	Gayle Johnson	( 510 ) 457- 4600	500 12th Street	OAKLAND	94607-	Non- Certified LOCAL				541330
SJ Engineers	Neil Joson	( 510 ) 832- 1505	300 Frank H. Ogawa Plaza, Suite 8	OAKLAND	94612-	Certified SMALL	10-00011	12/31/2017		541330
SKM Consulting Engineers, LLC	Samir Mondle	( 510 ) 451- 2292	593 20th Street	OAKLAND	94612-	Non- Certified LOCAL			6/22/2006	541330
SMW & Associates Inc	Stan Wu	( 510 ) 421- 0200	318 Hudson St.	OAKLAND	94618-	Non- Certified LOCAL			10/1/2015	541330
SOHA Engineers	Stephen Lau	( 510 ) 444- 5577	330 Franklin St., Suite 400	OAKLAND	94607- 4061	Certified SMALL	02-90127	10/31/2017		541330
SOMA Environmental Engineering Inc	Mansour Sepehr	( 925 ) 734- 6400	6620 Owens Drive, Suite A	PLEASANTON	94588- 3342	Certified SMALL	12-00090	6/30/2016		541330 , 541620 , 562910
Sound Watershed Consulting	Mike Liquori	( 510 ) 927- 2099	1805 Clement Avenue, Suite 28F	ALAMEDA	94501-	Certified SMALL	09-00052	2/29/2016		115310 , 541330 , 541620 , 541690 , 541712
Spectrum Structural Engineering, Inc.	Jeffrey Taner	( 415 ) 519- 1820	5915 Claremont Ave	OAKLAND	94618-	Non- Certified LOCAL				541330
SPS Engineers	Satinder Singh	( 510 ) 465- 3977	436 14th Street, #1209	OAKLAND	94612-	Non- Certified LOCAL			2/7/2007	541330
SRS Safety Services, Inc.	Bettie Wilson	( 925 ) 245- 1072	220 Wright Brothers Avenue Suite B	LIVERMORE	94551-	Non- Certified LOCAL			9/2/2008	541330 , 541340 , 541350 , 541420 , 811310
Stearns, Conrad & Schmidt Consulting Engineers Inc	Joe Miller	( 925 ) 426- 0080	6601 Koll Center Parkway, Ste. 140	PLEASANTON	94566-	Non- Certified LOCAL				237110 , 237120 , 541330 , 541620 , 562212 , 562910
Storesund Consulting	Rune Storesund	( 510 ) 526- 5849	555 Pierce Street, Suite 107B	ALBANY	94706-	Non- Certified LOCAL			10/1/2011	541330 , 541370
Strategic Engineering Science	Mohammad Bazargani	( 510 ) 451- 1761	110 11th St., 2nd Floor	OAKLAND	94607-	Non- Certified LOCAL			11/1/2015	541330 , 541620 , 562910

Structure Materials Group	Elizabeth Clarke	( 925 ) 447- 9900	2352 Research Drive	LIVERMORE	94550-	Certified EMERGING	14-00073	7/31/2017	541330 , 541350 , 541380
Summit CM Inc DBA Summit Associates	Ken Rice	( 510 ) 614- 1044	411 Pendleton Way, Suite A	OAKLAND	94621-	Certified SMALL	08-91247	7/31/2016	236210 , 236220 , 237310 , 237990 , 541330 , 541350 , 541380 , 541611 , 541618 , 561110
T Mitchell Engineers	Thomas Mitchell	( 510 ) 338- 0520	5737 Thornhill Dr, Ste 207	OAKLAND	94611-	Non-Certified LOCAL			541330
Taylor Engineering LLC	Glenn Friedman	( 510 ) 749- 9135	1080 Marina Village Parkway #501	ALAMEDA	94501- 1028	Certified SMALL	02-90052	6/30/2016	541330
Technology Risk Constlntg Svc	Robert Moody	( 510 ) 523- 2604	2411 Santa Clara Ave Suite 13	ALAMEDA	94501- 3134	Non-Certified LOCAL			541330
TECTONICS	Andrew Chen	( 510 ) 740- 2400	1500 Park Avenue #129	EMERYVILLE	94608-	Certified SMALL	07-91117	11/30/2017	541310 , 541320 , 541330 , 541340
Ted Jacob Engineering Group	Ted Jacob	( 510 ) 763- 4880	1763 Broadway	OAKLAND	94612- 2105	Non-Certified LOCAL			541330
TEECOM	David Marks	( 510 ) 337- 2800	1333 Broadway, Suite 601	OAKLAND	94612- 1906	Certified SMALL	02-90125	2/28/2017	517911 , 517919 , 541330 , 541690 , 561621
Telamon Engineering Consultants Inc	Mennor Chan	( 510 ) 893- 1668	1330 Broadway, Suite 952	OAKLAND	94612-	Certified SMALL	02-90122	4/30/2017	541330 , 541340 , 541370 , 541490 , 541618 , 541690
Terra Mater, Inc.	Carol Buckles	( 510 ) 551- 4160	917 Contra Costa Ave	BERKELEY	94707-	Non-Certified LOCAL			541330
Terraphase Engineering Inc.	William Carson	( 510 ) 650- 1850	1404 Franklin St, Suite 600	OAKLAND	94612-	Certified EMERGING	11-00059	3/31/2017	541330
Terry Roberts Consulting, Inc.	Terry Roberts	( 415 ) 999- 5700	845 Grizzly Peak Blvd	BERKELEY	94708-	Non-Certified LOCAL		5/1/2015	541330 , 541611
Tetra Tech EM Inc.	Ed Sussenguth	( 510 ) 302- 6300	1999 Harrison St. STE 500	OAKLAND	94612-	Non-Certified LOCAL			541330 , 541620 , 562910
The Boat Dock	Mine Hattori	( 510 ) 490- 9226	45570 Industrial PI #8	FREMONT	94538-	Non-Certified LOCAL			541330
The Culver Group, Inc	Yev Philipovitch	( 925 ) 556- 6252	6850 Regional Street Suite 210	DUBLIN	94568-	Non-Certified LOCAL			541330
The KPA Group	Hratch Kouyoumdjian	( 510 ) 271- 6701	One Kaiser Plaza, Suite 445	OAKLAND	94612-	Certified SMALL	06-90924	9/30/2016	541310 , 541330
The Zahn Group, Inc.	Elyce Zahn	( 925 ) 479- 9778	11846 Dublin Blvd.	DUBLIN	94568-	Non-Certified LOCAL		11/14/2008	236115 , 236116 , 236118 , 236210 , 236220 , 237110 , 237120 , 237130 , 237310 , 237990 , 541310 , 541330 , 541350 , 541611 , 541618 , 561110
Thorburn Associates Inc	Lisa Thorburn	( 510 ) 886- 7826	20880 Baker Rd	CASTRO VALLEY	94546-	Certified SMALL	05-90725	6/30/2016	541330 , 541380 , 541490 , 541512 , 541690
Thornton Tomasetti, Inc.	John Abruzzo	( 510 ) 285- 1900	555 12th Street, Suite 600	OAKLAND	94607-	Non-Certified LOCAL			541330
TiG	Thomas Wintch	( 925 ) 416- 1500	4690 Chabot Drive, #220	PLEASANTON	94588-	Non-Certified LOCAL			541330
Tipping Mar & Associates	Steven Tipping	( 510 ) 549- 1906	1906 Shattuck Ave	BERKELEY	94704- 1022	Certified SMALL	09-00272	9/30/2017	541330
TJC and Associates Inc	Paul Giorsetto	( 510 ) 251- 8980	1615 Broadway, 4th Floor	OAKLAND	94612-	Certified SMALL	10-00204	7/31/2016	541330 , 541340
TJKM	Aileen Cabico	( 925 ) 463- 0611	4305 Hacienda Drive, Suite 550	PLEASANTON	94588-	Certified SMALL	05-90830	4/30/2017	541330
TMAD Engineers	Harshad Patel	( 510 ) 638- 4100	7677 Oakport St.	OAKLAND	94621-	Non-Certified LOCAL			238220 , 541330 , 541618
TMCx Solutions, LLC	Chris Kerlin	( 303 ) 731- 1488	11875 Dublin Boulevard, Suite D-275	DUBLIN	94568-	Non-Certified LOCAL			541330
Toeroek Associates Inc	Mariana Tocheva	( 510 ) 899- 4560	1300 Clay Street, Suite 450	OAKLAND	94612- 1537	Certified SMALL	12-00147	11/30/2016	541330 , 541611 , 541618 , 541620 , 541990 , 562910
Tooltek Engineering Corp	Hooshang Jahani	( 510 ) 683- 9504	4151 Business Center Dr	FREMONT	94538- 6355	Non-Certified LOCAL			333999 , 541330
Town-Green	Stephen Coyle	( 510 ) 451- 7007	1611 Telegraph Ave. Suite 719	OAKLAND	94612-	Non-Certified LOCAL		5/1/2010	541310 , 541320 , 541330
TRC Engineers, Inc.	Eloy Cisneros	( 415 ) 271- 8152	436 14th Street, Suite 1020	OAKLAND	94612-	Non-Certified LOCAL			541330
Treadwell & Rollo, Inc.	Linda Liang	( 510 ) 874- 4500	501 14th Street, 3rd Floor	OAKLAND	94612-	Non-Certified LOCAL			541330
Triple S Electric Co	Stephen Slauson	( 510 ) 523- 8563	2426 Otis Dr	ALAMEDA	94501-	Certified SMALL	12-00108	9/30/2016	238210 , 541330
TY Lin International   CCS	Melania Ciapponi	( 510 ) 457-	1111 Broadway, Suite 2150	OAKLAND	94607-	Non-Certified			541330

		3030				LOCAL				
Urban Design Consulting Engineers	Jason Ling	( 510 ) 868-1085	4400 Market Street, Suite 800	OAKLAND	94608-	Certified SMALL	09-00118	4/30/2016		541330 , 541340 , 541618
URS Corporation	Linda Pappas	( 510 ) 874-3126	1333 Broadway, Suite 800	OAKLAND	94612-9461	Non-Certified LOCAL				541330 , 541370 , 541620 , 541690 , 562211 , 562910
V & A Consulting Engineers	Kim Bell	( 510 ) 903-6600	155 Grand Avenue, Suite 700	OAKLAND	94612-	Certified SMALL	03-90246	11/30/2017		541330
Valley Printed Circuits	Mark Radov	( 925 ) 449-9123	460 Lindbergh Ave	LIVERMORE	94550-9552	Non-Certified LOCAL				334412 , 334418 , 541330
Van Maren & Assoc	Peter Van Maren	( 510 ) 653-0675	460 Boulevard Way Fl 2	OAKLAND	94610-1525	Non-Certified LOCAL				541330
Veolia ES Spcial Services, Inc	Jody Hefflin	( 800 ) 688-4005	3789 Spinnaker Ct.	FREMONT	94538-	Non-Certified LOCAL				237990 , 332420 , 333999 , 423930 , 488390 , 541330 , 541370 , 561990 , 562112 , 562211 , 562212 , 562910
Villalobos & Assoc	Jose Villalobos	( 510 ) 446-1989	1999 Harrison St # 975	OAKLAND	94612-3578	Non-Certified LOCAL				541330
Volk & Assoc Inc	Mike Volk	( 510 ) 482-8655	3062 Arizona St	OAKLAND	94602-3948	Non-Certified LOCAL				541330
VRPA Technologies, Inc.	Georgiena Vivian	( 510 ) 387-0996	2625 Piedmont Avenue	BERKELEY	94704-3412	Non-Certified LOCAL				541330 , 541620 , 541690 , 541820
VSCE Inc	Jesus Vargas	( 510 ) 835-5001	827 Broadway Suite 340	OAKLAND	94607-	Certified SMALL	04-90643	4/30/2016		237310 , 541330 , 541611 , 541618 , 541820
W F Anderson Electric Co	Bill Anderson	( 510 ) 351-4612	1850 Williams St	SAN LEANDRO	94577-2331	Non-Certified LOCAL				238210 , 541330
Wagar Ahmad	Wagar Ahmad	( 510 ) 527-2857	1120 Jones St	BERKELEY	94702-1014	Non-Certified LOCAL				541330 , 611691
Ware Associates Inc	John Ware	( 510 ) 922-9888	130 Webster Street, Suite 105	OAKLAND	94607-	Certified EMERGING	14-00112	9/30/2017		541310 , 541330
Watearth Inc.	Jennifer Walker	( 510 ) 529-5552	4408 Market Street, Suite E	OAKLAND	94608-	Certified EMERGING	11-00028	2/29/2016		541330 , 541620 , 541690
Water Resources Engineering	Gustavo Arboleda	( 510 ) 672-1559	7700 Edgewater Dr #128	OAKLAND	94621-	Non-Certified LOCAL				541330
Water Solutions Inc	Glenn Reynolds	( 510 ) 790-1602	37523 2nd Street	FREMONT	94536-	Non-Certified LOCAL			2/1/2012	221310 , 237110 , 541330
Water Works Engineers LLC	Jim Geselbracht	( 510 ) 428-9595	5767 Broadway, Suite 201	OAKLAND	94618-	Non-Certified LOCAL			12/1/2014	541330
Weiss Associates	Ellis Wallenberg	( 510 ) 450-6000	2200 Powell Street, Suite 925	EMERYVILLE	94608-	Certified SMALL	05-90752	9/30/2017		541330 , 541620 , 562910
Wes Ogawa Assoc Structural Eng	Wes Ogawa	( 510 ) 763-0888	1504 Franklin St, #310	OAKLAND	94612-2819	Non-Certified LOCAL				541330
West Yost Associates	John Goodwin	( 925 ) 426-2580	6800 Koll Center Parkway Suite 150	PLEASANTON	94566-	Non-Certified LOCAL				541330
Whitlock & Weinberger Transportation Inc	Mark Spencer	( 510 ) 444-2600	475 14th Street, Suite 290	OAKLAND	94612-	Certified SMALL	12-00028	2/29/2016		541330
Wildscape Engineering Inc	Carol Beahan	( 530 ) 600-0444	5720 Genoa St	OAKLAND	94608-	Non-Certified LOCAL				541330
Wilson Ihrig & Associates	Derek Watry	( 510 ) 658-6719	6001 Shellmound St, Suite 400	EMERYVILLE	94608-	Certified SMALL	04-90443	4/30/2017		541330
Wiss Janney Elstner Assoc Inc	Kent Sasaki	( 510 ) 428-2907	2200 Powell St # 925	EMERYVILLE	94608-1877	Non-Certified LOCAL				541330
WMH Corporation	William Hadaya	( 510 ) 698-6300	155 Grand Avenue, Suite 115	OAKLAND	94612-	Certified SMALL	09-00011	12/31/2017		541330 , 541611
Wolfe Consulting Inc	Charlie Wolfe	( 707 ) 293-3926	1440 Broadway, Suite 503	OAKLAND	94612-	Certified EMERGING	14-00022	1/31/2017		541330
Wood Rodgers, Inc.	Michael Cusick	( 510 ) 208-2400	180 Grand Ave, Suite 400	OAKLAND	94612-	Non-Certified LOCAL				541320 , 541330 , 541340 , 541360 , 541370
WRECO	Han-Bin Liang	( 510 ) 836-5188	1814 Franklin, Suite 608	OAKLAND	94612-	Certified SMALL	03-90320	6/30/2016		541330 , 541340 , 541490 , 541512 , 541519 , 541618 , 541620 , 541690
XTRON Software Services, Inc.	Puttanna Jagadish	( 510 ) 581-2342	1534 B Street	HAYWARD	94541-	Non-Certified LOCAL				541330 , 541511 , 541512
Yei Engineers Inc	Douglas Yung	( 510 ) 383-1050	7700 Edgewater Dr, Suite 128	OAKLAND	94621-3012	Certified SMALL	02-89976	2/29/2016		541330
Zeiger Engineers Inc	Oscar Louie	( 510 ) 452-9391	478 Third Street	OAKLAND	94607-9460	Certified SMALL	08-91213	4/30/2016		541330 , 541340 , 541420 , 541490 , 541690



**EXHIBIT J: Alameda County Sample Professional Services Agreement**

***DRAFT***

**Exhibit J**

**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**COUNTY OF ALAMEDA**

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

***(VERSION A )***

***APPENDIX A&B&C INCLUDED***

**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 \_\_\_\_\_, 2014, in the City of Oakland, State of California, by and between [FIRM NAME AND ADDRESS], hereinafter referred to as “Consultant” and the County of Alameda, a political subdivision of the State of California, hereinafter referred to as “County”.

**AGREEMENT**

**1 Definitions**

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

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

**Consultant** [FIRM NAME]

**County** County of Alameda.

**Project** The County’s [PROJECT NAME] project as further described in Appendix “A”, Scope of Services.

**Services** All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation in 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

3.1

### **Services Consultant Agrees to Perform**

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 a Consultant caused or other nonexcusable delay, County may (but shall not be required to) grant a time extension without compensation.

3.3 Consultant may recover extra costs resulting from excusable delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Consultant as a direct result of the delay and not otherwise within Consultant’s scope of Services, and (iii) are documented to the County’s satisfaction. (For example, and not by way of limitation, contract punch list and final inspection Services, whenever performed, and Services related to correcting deficiencies in Consultant’s work, shall be within Basic Services and not entitle Consultant to extra costs or Additional Services.)

3.4 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than excusable delays, Consultant shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement.

## **4 Compensation**

4.1 County shall pay Consultant compensation according to the Compensation Schedule established in Appendix “B”, Payment to Consultant. County shall pay Consultant in monthly payments on or before the last day of each month for Services properly invoiced by the Consultant which have been properly performed as of the last day of the immediately preceding month and is due under Appendix “B”.

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

For purposes of this Agreement, except for notices specified under Section 17 below,

6.1 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, and shall be supervised by Consultant.

6.3 Consultant agrees that all professional personnel assigned to the Project will be listed in its proposal, Exhibit 1 to Appendix "A", attached hereto and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel are not bound by personal employment contracts to Consultant. Consultant agrees that reassignment of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of County. Any costs associated with 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 2782.8), Consultant shall indemnify and hold harmless the County, its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, losses, damages, injuries (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expenses, liabilities of every kind, nature and description (including, without limitation, incidental special and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise from, or are brought for, or on account of any loss of cost arising out of, pertaining to, relating to or resulting from Consultant's negligence, recklessness, or willful misconduct in connection with the performance of any work performed under this Contract by the Consultants as a design professional; provided that this duty shall not apply to injuries or damages for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence, recklessness or willful misconduct.

8.2 Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by County, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

- 8.3 County shall include a provision in the construction contract with the general contractor on the Project requiring the general contractor to indemnify Consultant for damages resulting from the negligence of the general contractor and its subcontractors. County shall also include a provision in the construction contract with the general contractor on the project requiring the general contractor to name Consultant as an additional insured on its CGL insurance coverage. The risk of an inadvertent omission of such provision is on Consultant. Therefore, Consultant shall review the construction contract prior to bidding to ensure that such provision has been included in the draft of the bid documents.
- 8.4 Consultant shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities and insurance obligations in favor of County and other Indemnitees in the exact form and substance of those contained in this Agreement. Consultant shall require all subconsultants to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Consultant shall verify subconsultant's compliance.
- 8.5 County acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the Project site is outside of Consultant's expertise and is not included in the scope of Services Consultant is to perform nor included in Consultant's insurance. County shall hire an expert consultant in this field if the Project involves such materials. Consultant shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. Consultant shall be responsible to coordinate with County's expert consultant as required by Appendix "A", Services to Be Provided by Consultant.

9

**Liability of County**

- 9.1 Except as provided in Appendix "A", Services to be Provided by Consultant, and Appendix "C", Insurance, County's obligations under this Agreement shall be limited to the payment of the compensation provided for in Sections 3, 4 and 5 of this Agreement.
- 9.2 Notwithstanding any other provision of this Agreement, in no event shall County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 9.3 County shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by County. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless County from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, County employees or third parties, or to property belonging to any of the above.

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

### **10 Independent Contractor; Payment of Taxes and Other Expenses**

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

#### **Subcontracting/Assignment/County Employees**

20.1 Consultant and County agree that Consultant's unique talents, knowledge and experience form a basis for this Agreement and that the services to be performed by Consultant

under this Agreement are personal in character. Therefore, Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by County in a written instrument executed and approved by the County in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

20.2 Consultant shall use the subconsultants for the scopes of work listed in its Statement of Qualifications and Proposal (exhibits to Appendix "A"), below and shall not substitute Subconsultants unless approved by written instrument executed and approved by the County in writing.

20.3 To the extent Consultant is permitted by County in writing to subcontract, assign or subcontract any portion of this Agreement or any duties or obligations hereunder, Consultant shall comply with all applicable prompt payment laws and regulations (including, without limitation, California Civil Code Section California §3321. Consultant shall remain fully liable and responsible for all acts and omissions of its Subconsultants in connection with the Services or the Project, as if it engaged in the acts and omissions directly.

20.4 Consultant shall not employ or engage, or attempt to employ or engage, any person who is or was employed by County or any department thereof at any time that this Agreement is in effect, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of County.

## 21 Small Local and Emerging Business Participation:

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

*Option 1 – If Prime is subcontracting with SLEBs*

*Option 2 – If Prime is a SLEB*

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

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

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

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) via Email at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

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

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**21. SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Consultant has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this Agreement, Consultant's certification status changes, Consultant shall notify the County within three business days.

Should Consultant's status as a certified small or emerging local business change at any time during the term of this Agreement, Consultant shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- 21.1 Consultant must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).

- 21.2. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- 21.3. As is applicable, Consultant shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this agreement.
- 21.4 For any subcontractors retained to comply with this provision, Consultant shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Consultant will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.
- 21.5. If subcontractors are added to the agreement, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

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

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

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

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

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

- 21.1. Consultant must be a certified small or emerging local business (es) or subcontract a minimum 20% with a certified small or emerging local business (es).

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

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

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

301 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, which relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.

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

31.3 Consultant and its Subconsultants shall, upon request by County, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.

31.4 Changes in the Services made pursuant to this Section and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.



31.5 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of both County and Consultant expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.

31.6 Whenever the words “as directed”, “as required”, “as permitted”, or words of like effect are used, it shall be understood as the direction, requirement, or permission of County. The words “approval”, “acceptable”, “satisfactory”, or words of like import, shall mean approved by, or acceptable to, or satisfactory to County, unless otherwise indicated by the context.

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

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

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

“Consultant” [FIRM NAME]

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

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

Approved as to form:

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

END OF DOCUMENT

## SERVICES TO BE PROVIDED BY CONSULTANT

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

### 1.1 The County’s Proposed [PROJECT NAME]

1.1.1 The County’s proposal for an Engineering and Architectural Design and Construction Support Services for the [WORK DESCRIPTION] for [PROJECT NAME].

### 1.2 Consultant Team

Consultant’s team consists of:

[FIRM NAME)  
[FIRM NAME)  
[FIRM NAME)  
[FIRM NAME)

Project Management & Structural Engineer  
Architectural Engineering  
Mechanical Engineer & Electrical Engineer  
Testing Services

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

### 1.3 Scope of Project

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

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

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

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

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

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

1.4.3 Prepare DD construction set –

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

1.5 Personnel and Sub consultants

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

1.6 Bid Day Budget

For the subject Project, the County's Bid Day Budget is a maximum of \_\_\_\_\_  
**Dollars**

**(\$XXX,XXX)**. (The County's "Bid Day Budget" means the maximum value of the construction contract for the subject Project, when initially awarded to the low, responsive, responsible bidder for the work of improvement that Consultant designs pursuant to this Contract ("the Project").) Part of Consultant's scope of work under this Agreement is to advise County regarding the relative feasibility of the County's Cost Estimate of the Project. Consultant shall design the Project within the Bid Day Budget and shall provide the County with construction cost estimates at each of the following stages of the design: schematic design phase, design development phase, and construction document phase. If after the Project is bid, the lowest bid received exceeds 110% of the Bid Day Budget, Consultant shall, at no additional cost to the County, value engineer Consultant's design until the lowest bid received for the work of improvement does not exceed 110% of the Bid Day Budget. Consultant will be relieved of this obligation to perform value engineering services at no cost if Consultant and the County agree that the higher-than-anticipated construction bids are attributable to extraordinary events beyond the control of Consultant, including, but not limited to, sharp increases in construction material prices, natural disasters, and widespread labor stoppages. In

addition, Consultant shall be relieved of this obligation to perform value engineering services at no cost if consultant advises the County during the schematic design phase that Consultant's construction costs estimate exceeds the Bid Day Budget, and the County declines to agree to modify the Project scope or reduce program features.

### 1.7 Estimate at 50% Design

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

## 2. General Requirements

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

- 2.1.1 Plans, material specifications, design calculations, site data [and any cost estimates] required to be prepared by Consultant shall be prepared by licensed personnel or personnel under the direction of licensed personnel. As required by the California Code of Regulations, "Responsible Charge" for such Services shall be with a Registered Architect or Engineer licensed in the State of California.
- 2.1.2 The Project shall be developed and designed to meet all applicable and the most current codes, laws, regulations, and professional standards. Certain exceptions are possible, but only when the County grants a written exemption to a specific standard or regulation.
- 2.1.3 Consultant shall review existing County data, reports, plans, and other information regarding the site, and perform field investigations as necessary to become familiar with the site. Consultant shall make an independent assessment of the accuracy of the information provided by the County concerning existing conditions (including but not limited to existing utilities and structures) and conduct such further investigations of existing conditions as are necessary for Consultant to perform the Services. Consultant shall rely on the results of its own independent investigations and not on information provided by County. Consultant shall review supplied design information and advise County of its adequacy for Consultant's work and advise County of any further design or other services necessary to complete the Project.
- 2.1.4 Unless otherwise permitted in writing by County, Consultant shall not specify or recommend unique, innovative, proprietary or sole source

equipment, systems or materials. In the event Consultant requests to specify or recommend a proprietary or sole source design or equipment, Consultant shall provide County with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. County will consider such evaluation in making its decision.

## 2.2 General Scope of Consultant's Services

- 2.2.1 Consultant's services shall include all professional services within the scope of Consultant's professional discipline (including Consultant's team's professional disciplines) necessary to accomplish the tasks defined throughout this Appendix. These services will include, but are not limited to, the services outlined in Consultant's proposed scope of services annexed to this Appendix as its Exhibit 1. Consultant shall have adequate personnel, facilities, equipment and supplies to complete Consultant's Services.
- 2.2.2 Performance of Services will require Consultant to work with, meet with, and attend meetings with County staff, with other governmental agencies, and with such other consultants as Consultant determines necessary, to the extent necessary for performance of Consultant's duties under this Agreement (including, but not limited to, Consultant's express duties of coordination with other consultants).
- 2.2.3 Consultant shall engage all appropriate specialty subconsultants as are necessary for proper completion of Consultant's Services in accordance with the scope of work specified herein and utilizing the consultants as specified in Exhibit 1, at the sole expense of Consultant. Consultant's contracts with its subconsultants (and their contracts with their subconsultants) shall incorporate this Agreement by reference to the extent not inconsistent with the subconsultant's scope of work. Consultant shall secure County's approval for any subconsultants not listed in Exhibits 1 and this Appendix. Consultant shall require each of its subconsultants to execute agreements containing standard of care and indemnity provisions coextensive with those in this Agreement and which will indemnify and hold County harmless from any negligent errors or omissions of the Subconsultants.
- 2.2.4 Consultant shall provide County with written evaluations, when applicable, of the effect of any and all governmental and private regulations, licenses, patents, permits, and any other type of applicable restriction and associated requirements on the Services and its incorporation and its incorporation into

the Project, including but not limited to, all requirements imposed by the Office of Statewide Health Planning & Development (OSHPD), Division of State Architect, Regional Water Quality Control Board, California Uniform Building Code and California Regulations (including but not limited to Title 24). Consultant may incorporate these written evaluations into its deliverables as expository of the report and design solutions provided.

### 2.3 Coordination of Services with the Project, County's Consultant Team and County Staff

2.3.1 Consultant shall fully coordinate its Services with the services of all engineering disciplines and subconsultants involved in completing the Project. The objective of this coordination shall be the development of a comprehensive and workable design for the site work portion of the Project and preliminary design for balance of the Project, with consistency in engineering standards, any construction methods anticipated construction details, materials specifications and approaches, to secure practical, consistent and economic design solutions. Consultant shall immediately advise County in writing if any County staff or consultant fails in any manner to coordinate its work with Consultant, and the nature of the non-compliance. County will have responsibility to then enforce compliance.

2.3.2 Consultant shall provide appropriate safety training for Consultant's personnel. Consultant shall review and train Consultant's personnel in appropriate safety procedures for work in the Project construction area. Consultant shall require all personnel under Consultant's direction to wear white hard hats when entering the construction area, and any other safety equipment such as orange vests and appropriate shoes, ear and eye protection whenever these precautions are required by OSHA safety standards. Consultant shall provide all safety equipment for Consultant's personnel.

### 2.4 Deliverables and Completion Dates Required Under This Agreement

Required deliverables are discussed in Section 4 below, and in Consultant's proposed scope of work annexed as Exhibit 1. Each deliverable shall be reviewed with representatives of the County. The County shall make a reasonable determination of the acceptability of the deliverables. Consultant shall promptly correct deficiencies that County reasonably identifies in the deliverables and shall promptly make modifications to conform with Project requirements and modifications to achieve acceptability of deliverables to County, and the cost thereof is included in the fee for Basic Services. (If Consultant should disagree

with County's determination, Consultant shall make the changes requested by County under a reservation of rights to request additional compensation and shall submit separate supporting documentation for the additional charge).

### 2.5 Monthly Progress Update

With each request for payment, Consultant shall provide County with a written Monthly Progress Update. The Monthly Progress Update shall cover the Consultant's percent complete for each phase of the work as outlined in the "Monthly Billing Breakdown" in accordance with Appendix B, Item 2. If applicable, the Monthly Progress Update shall identify any actions and approvals needed, and any problems in performing the Services (whether by Consultant, County or any third party) of which Consultant becomes aware.

## 3. Consultant's Proposal

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

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

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

## 4. Basic Services

4.1 Consultants shall provide complete construction bid documents and construction administration services as follows:



- 4.1.1 As-built documentation: Field investigation to gather information of existing structural, architectural, mechanical, and electrical systems and conditions as set forth in paragraph 2.1.3 above.
- 4.2 Construction Documents and Specifications:
  - 4.2.1 Drawings must be done on CAD in accordance with County Standards.
  - 4.2.2 Provide working drawings for all applicable disciplines including architectural, structural, mechanical, and electrical drawings.
  - 4.2.3 Provide technical specifications Divisions 1 through 16. County will furnish the Division 0 bid documents and general conditions.
  - 4.2.4 Attend pre-bid walk through and address bidders' questions.
- 4.3 Provide construction cost estimate at the schematic phase, 50% documents and prior to bid.
- 4.4 Coordination with County selection furniture vendor: (not applicable)
  - 4.4.1 Review furniture layout and drawings, and incorporate them into the construction documents.
  - 4.4.2 Review color selections. Prepare color scheme boards for using department's review.
- 4.5 Construction Management:
  - 4.5.1 Consultant: Provide 20 on-site visits/meetings during 5-month project and prepare notes for distribution.
  - 4.5.2 Consultant Engineer: Provide 10 on-site visits/meetings during 5-month project.
  - 4.5.3 Respond to RFI's.
  - 4.5.4 Review and process shop drawings.
  - 4.5.5 Provide change order proposals.
  - 4.5.6 Attend final walk through and prepare final punch list items.
- 4.6 Submittal requirements to the County:
  - 4.6.1 At 75% document completion: Submit four sets of blue prints, 24" x 36" or larger size, to the County for review.

4.6.2 At 100% document completion: Submit one set of stamped original vellum drawings with wet signatures, one set of specifications with diskette(s) containing specifications in Microsoft Word format, and one set of CAD drawing diskettes to the County Project Architect.

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

5 Additional Services

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

END OF APPENDIX A

**APPENDIX B****PAYMENTS TO CONSULTANT**

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

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

1.1. Excluding Additional Services only, the amount of compensation to be paid to Consultant for all services under this Agreement shall not exceed \_\_\_\_\_ dollars (\$) referred to hereafter as the Not To

Exceed Amount ("NTE"). Total compensation due Consultant shall be the actual amount invoiced based upon the Consultant's hourly billing, which may be less than the NTE amount. Reimbursable Expenses are included in the NTE. The NTE also includes within its scope the scope of all subconsultants and their reimbursables, and shall constitute full compensation for the Services.

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

**2. Monthly Billing Breakdown**

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

1 of 1 (Rev.03/15)

## **APPENDIX C**

### **INSURANCE**

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

- A. Consultant is required to maintain at all times during the performance of this Agreement the following insurance coverage:
1. Workers' Compensation Employers' Liability limits not less than \$1,000,000 each occurrence, \$1,000,000 per disease, and \$1,000,000 each employee. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California. Employers' Liability Coverage endorsement shall specify as entity and endorsement holder the County, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers.

2. Occurrence-based Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations, and \$2,000,000 Aggregate. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from Consultant's or subcontractor's or subconsultant's operations.
  3. Occurrence-based Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1 million each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.
  4. Professional Liability Insurance with limits not less than \$1,000,000 each claim and \$2,000,000 in the aggregate with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
- B. General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
1. Name as Additional Insured County, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers.
  2. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, but the addition of one or more entities shall not affect the insurer's limit of liability.
- C. All policies shall be endorsed to provide thirty (30) days advance written notice to County of cancellation, and certificates of all policies and endorsements shall be mailed to County as provided in the Agreement per paragraph 17.1.3.

1 of 2

(Rev.3/15)

- D. County may, at its sole option, terminate this Agreement on 15 days' notice to Consultant (but during such 15 day period Consultant has the opportunity to cure the default), in the event of any lapse of required insurance coverage. County may, at its option, secure sufficient insurance coverage to replace any required insurance coverage which has lapsed, and Consultant hereby acknowledges its liability to reimburse County for all costs associated with such replacement insurance coverage.

- E. Insurance shall be maintained through an insurer and with deductible amounts acceptable to County. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement, without lapse, and shall provide a discovery period for a period of three years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made within four-years after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- F. Certificates of insurance, in form and with insurers satisfactory to County, evidencing all coverages above shall be furnished to County before commencing any operation under this Agreement, with complete copies of policies promptly upon County request.
- G. Approval of the insurance by County shall not relieve or decrease the liability of Consultant hereunder.
- H. If Consultant is an association or partnership, the association or partnership shall be insured by any one of the following methods:
  - 1. Separate insurance policies issued with the association or partnership as named insured.
  - 2. All insurance policies required by this Agreement of one of the participants to include the association or partnership as named insured.
  - 3. The association or partnership must be a named insured on all of the policies required by this Agreement.

END OF APPENDIX C

