

REQUEST FOR PROPOSALS

PRELIMINARY DESIGN SERVICES

JUNE 3, 2011

EAST BAY REGIONAL PARKS DISTRICT

EAST BAY GREEN TRANSPORTATION INITIATIVE:
SAN FRANCISCO BAY TRAIL-PINOLE SHORES TO BAYFRONT PARK

FEDERAL ID NUMBER: HPLUL-6075(019)

PROPOSALS DUE: JUNE 17, 2011



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Exhibit 10-I Notice to Proposers DBE Information

JUNE 3, 2011

**NOTICE TO PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE
INFORMATION**

The Agency has established an Underutilized DBE goal for this Agreement of 1.71 %

OR

The Agency has not established an Underutilized goal for this Agreement. However, proposers are encouraged to obtain DBE participation for this Agreement.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE.” DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

Board of Directors

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3. SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a "Local Agency Proposer UDBE Commitment (Consultant Contract)" (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

- A "Local Agency Proposer DBE Information (Consultant Contract)" (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
- Click on the link in the left menu titled *Disadvantaged Business Enterprise*
 - Click on *Search for a DBE Firm* link
 - Click on *Access to the DBE Query Form* located on the first line in the center of the page
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
- C. How to Obtain a List of Certified DBEs without Internet Access
- D. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
- B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

I. INTRODUCTION

East Bay Regional Parks District (District) is soliciting sealed proposals from Civil Engineering firms (California Registered Civil Engineer required) to provide professional engineering services and environmental certification for the Pinole Shores to Bayfront Park segment of the San Francisco Bay Trail. The Scope of Services is focused on preliminary design and environmental approval.

The District was successful in obtaining \$10.2 m in TIGER II grant funds for the East Bay Green Transportation Initiative under the provisions of the U.S. Transportation, Housing and Urban Development, and Related Agencies Appropriations Act for a set of projects that make up the Green Transportation Initiative. The total estimated cost of the projects which make up the Initiative is \$19.9m. The total estimated cost (project support and capital) for the SF Bay Trail Pinole Shores to Bayfront Park project is \$6.3M.

The District and Caltrans have jointly conducted a Field Review. This project is in the Project Approval/Environmental Document (PA/ED) phase.

Federal TIGER II funds are administered by Caltrans Local Assistance on behalf of the Federal Highway Administration. The TIGER II funds must be obligated by September 30, 2012. To do so, all prerequisites for the Park District's Request for Authorization for a construction phase "E-76" need to be achieved in time for Caltrans to process an E-76 with FHWA.

II. PROJECT BACKGROUND

This project will provide for a Class 1 bicycle path approximately 0.5 miles long beginning near the terminus of the existing Pinole Shores segment of the Bay Trail at the westerly limits and extend to Bay Front Park. The alignment follows the bluff across from Hazel Lane for a distance of approximately 1500-feet and then begins a sweeping "S" shaped curved bridge of 1075-feet as the trail leaves the bluff area, crosses the Union Pacific Railroad (UPRR) tracks and then parallels the railroad tracks at the edge of San Pablo Bay. The path then enters Bay Front Park and terminates at an existing walkway and parking area. The path design will comply with the draft Federal guidelines for trails and shall make reasonable accommodations to comply with ADA standards. The project will not include lighting, irrigated landscaping or accommodate equestrians.

The project was not originally proposed to use federal funding. A CEQA Administrative Draft EIR has been completed and will be circulated for public review in June 2011. Due to the new availability of federal funding, additional environmental documentation will be needed to comply with NEPA. Based on current information, it is anticipated that this project will comply with NEPA under a Categorical Exclusion. The Park District also desires to move ahead with 65% preliminary engineering and permit applications.

There have been engineering, environmental and geotechnical studies completed that document the Park District's desired project design criteria and standards. Relevant documents are available for review at the Park District headquarters.

The Park District has budgeted \$650,000 for preliminary engineering Scope of Work described in this RFP. All inquiries regarding this RFP should be directed in writing to:

Jim Townsend, Manager, Trails Development Programs
East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, CA 94605
JTownsend@ebparks.org

In the event that it becomes necessary to revise any part of the RFP, written addenda will be issued. All addenda for this RFP will be distributed via the Park District's website: <http://ebparks.org/bids>. It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP.

The Park District may, at its sole discretion, extend the resulting contract at a future date to include final design and construction support such as preparation of final plans, final specifications, final quantities and final engineer's estimate for construction, construction bidding services, completion of the permit process, construction bidding support, pre-construction and construction support services.

Project Schedule: The general project development and delivery timeline for this project is listed below. It is the Park District's desire to deliver the project as early as possible.

Date	Milestone
12/30/11	CEQA/NEPA approval
01/2012	Right of Way Certification
03/31/2012	Complete Final Design
03/31/2012	Request for Authorization for Construction Phase E-76
07/29/2012	E-76 Approval
2012/2013	Advertise and Award Construction Contract

Project Funding: The services included in this RFP and the construction contract are anticipated to be funded by Federal funds (TIGER II) and local funds (WCCTAC, Measure AA). Statutory deadlines for TIGER II require NEPA approval by June 30, 2012 and obligation of TIGER II funds by September 30, 2012.

III. SCOPE OF SERVICES

A. Work Objectives:

The consultant shall demonstrate they are knowledgeable and experienced in obtaining NEPA clearance, environmental and railroad permits and engineering to meet Caltrans design standards consistent with the definition of 23 CFR 636.103. This includes, but not limited to, work necessary to:

- Prepare documents to support the approval of a NEPA Categorical Exclusion
- Finalize the CEQA Draft EIR and prepare the Final EIR for certification by the Park District
- Address regulatory and permit requirements
- Address constructability and cost effectiveness of proposed design
- Develop environmental mitigation
- Determine right of way requirements
- Finalize design features to reduce cost risk and prepare 65% level plans

B. General Scope:

The design for the project will be in accordance with Caltrans' Standards in effect for projects off the State Highway System.

Consultant will perform basic design services in the following areas:

- Collect data
- Provide technical support to the District's Project Manager and coordination with necessary agencies.
- Conduct supplemental field design surveys
- Prepare preliminary design plans

In addition to basic preliminary design services, Consultant will provide the following services:

- Conduct field surveys to supplement the topography mapping provided, as required for the design. Work to include conform areas, pavement spot elevations, construction staging and access areas, and existing utilities.
- Provide for the design of retaining walls, erosion control planting, and identify special status plant species requiring permits for removal within disturbed areas of the project.
- Provide additional Geotechnical and a supplement to the Preliminary Foundation Report (if required).
- Secure permits and rights to enter and conduct engineering studies and surveys.

1. Assumptions

a. Approval from permitting agencies would be required from the following:

- UPRR
- BNSF
- San Francisco Bay Conservation and Development Commission (BCDC)
- U.S. Army Corps of Engineers
- California Department of Fish and Game
- Regional Water Quality Control Board
- U.S. Fish and Wildlife Service
- City/County encroachment permits

b. The plans will be prepared using AutoCAD Civil 3D 2008 or later. The final product will be full-size reproducible plans transmitted to Park District electronically.

c. Plans will be prepared using Imperial (English) units only.

2. Work to be Performed by Others

a. Park District will provide the consultant with hard copies of previous studies, available electronic data as well as access to any available related design drawings and plans.

b. Park District will make timely decisions on questions or issues brought forward by the consultant throughout this process.

c. Park District will acquire all rights-of-way and easements.

d. Based on utility location conflict plans prepared by Consultant, utility agreements and utility construction permits will be prepared, negotiated by Consultant and approved by the Park District.

e. The Park District will execute appropriate agreements with agencies.

f. Design of utility relocations will be done by others (i.e. utility companies) if required.

g. Park District will cause to prepare and file a CEQA Environmental Impact Report for this project. Caltrans, under delegation authority by FHWA, will file a NEPA Categorical Exclusion for this project.

h. Park District will cause to prepare applications for and secure environmental permits.

- i. Park District will furnish Consultant with EBRPD AutoCAD title block and EBRPD boiler plate contract and general conditions in MS Word

C. Detailed Scope of Services

TASK 1: Preliminary Coordination

A. Data Collection and Review

Consultant shall obtain and review available data and identify any additional information necessary to complete the engineering, design, and environmental efforts from Park District, agencies, utilities, or organizations. Such information shall include, at least, the following:

- Aerial mapping and existing base maps
- As-built plans
- Utility information
- Right of way information, including mapping
- Pertinent historical correspondence
- Existing materials report

Deliverable: *Data Request Log and updates*

B. Surveying and Base Mapping

The Consultant shall provide additional survey information as needed and identify any additional data required for detailed preliminary design.

The Consultant shall obtain any encroachment permits required to complete this task.

Deliverables: *Data Request Log and updates*

TASK 2: Preliminary Engineering

A. 35% Design Plan Quantity Calculations and Cost Estimate

Consultant shall prepare 35% path and structure plans, as appropriate, to demonstrate the design concept and prepare a complete construction quantities and cost estimate.

Deliverables:

- ✓ 35% path and structure plans, Technical Memo
- ✓ 35% Construction Cost Estimate, Technical Memo

B. Geotechnical Field Investigation and Supplemental Foundation Report

Consultant shall provide a supplement to the Preliminary Foundation Report if the existing data is not sufficient for the consultant's proposed final design.

The investigation shall be completed in accordance with established professional practices and the guidelines in the Caltrans Local Assistance Manual. Results of the investigation shall be summarized in a Final Geotechnical Report containing the data required in Section 4.3.5, Required Subsurface Investigations, of the Caltrans Bridge Design Specifications and Exhibit 11-C of the Local Assistance Procedures Manual.

The Consultant shall perform engineering analysis of all collected data in order to provide adequate definition of potentially adverse geologic/geotechnical conditions accompanied by discussions regarding available mitigation options, as needed.

Deliverables:

- ✓ Refine Scope
- ✓ Foundation Report Supplement
- ✓ Final wet signed and stamped Geotechnical/Foundation Report

C. Right of Way Engineering

Provide data and technical support for the development of the Right of Way Certification for the Project. Consultant is responsible for preparing the High Low Risk Utility Certification. Develop and provide all mapping and survey data to support transfer of rights between UPRR and East Bay Regional Park District. Any needed temporary construction easements shall be identified and mapped. If needed, Consultant shall arrange for title reports.

Deliverables: Plat maps, legal descriptions, High Low Risk Utility Certification

D. 65% Design Plan

Based on the outcome of Task 2 A-C, Consultant shall prepare a 65% design plan set including draft special provisions, a preliminary estimate of construction cost, draft hydraulics technical memo, existing utility plans, and any other plans deemed necessary to complete the 65% PS&E submittal. Consultant shall prepare a Design report addressing, but not limited to, design standards, drainage, storm water quality/pollution control, access, and constructability. Consultant shall also verify Right-of-Way and utility relocation requirements. Structure plans will be prepared to the unchecked details stage per Caltrans practice. Path plans will be completed to the 90% unchecked level of design.

1) 65% Plans

- a) *Title Sheet:* The Title Sheet and Location Map identify the project and show the location of the project within Contra Costa County.
- b) *Typical Cross-Sections:* This sheet shows Typical Cross-Sections for pathway based on the approved standard sections. Cross-sections shall include the designed pavement structural sections.
- c) *Horizontal Alignment (Layout Plans):* These plans show the horizontal layout of the pathway improvements on a topographic base.
- d) *Profiles:* These plans will show the path profile along the control line based on existing field conditions.
- e) *Construction Details:* These sheets will be used to illustrate in greater detail items which cannot adequately be shown on the layouts.
- f) *Drainage Plans:* Drainage Plan sheets will be prepared on duplicate skeletons of the layout plan sheets. Existing facilities will appear as dropouts in the background. Subsurface drainage and surface drainage will be shown on the same drainage plan sheets.
- g) *Drainage Details:* These sheets will be used to show details of drainage items.
- h) *Existing Utility Plans:* These plans show existing utility lines such as sanitary sewer, water, electrical (underground and overhead), gas, and telephone. They do not include existing drainage lines which are shown in the backgrounds for the drainage plans.

Deliverables:

- ✓ 65% Plans, Draft Special Provisions
- ✓ Design Report
- ✓ ROW and Utility relocation requirements, Technical memo

E. Quantity Calculations and Cost Estimate-65%

Consultant shall prepare a complete construction quantities and cost estimate.

Deliverable: 65% Construction Cost Estimate

F. Construction Schedule

Consultant shall prepare a Construction Schedule.

Deliverable: Construction Schedule

TASK 3: Environmental Document and Permitting

This scope of work is based on Caltrans Local Assistance guidelines and manual for Federal Aid projects and assumes the preparation of an EIR under CEQA and a NEPA Section 6004 Categorical Exclusion. The scope includes supporting the completion and preparation of environmental and technical studies. Many of the required studies and requirements may have been completed in the Admin Draft EIR, but Consultant is expected to adapt the technical studies to follow the guidance of the Caltrans Standard Environmental Reference (SER) to ensure completeness of studies, anticipate and address the concerns of reviewing agencies, and minimize the number of revisions and resubmittals to Caltrans to accomplish NEPA environmental approval in a timely manner. Based on the March 18, 2011 Field Review between Caltrans and Park District, the environmental/technical studies described below are anticipated.

A. Environmental Document

1. Preliminary Environmental Study (PES)

Review the Caltrans notes from the March 18, 2011 Field Review meeting and the completed PES form drafted by Park District. Consultant will verify that the project description has been prepared in a manner that it can be utilized in technical and environmental studies as well as the final environmental documents. A borrow and disposal location map must accompany the PES and a project engineering signature is required.

Deliverable: Borrow and Disposal Location Map

2. Conduct Biological Resources Studies

a) Review Existing Information

Site visits and resource mapping will be required only as necessary to update the existing documents and provide studies necessary to comply with Caltrans Standard Environmental practices.

b) Conduct Site Visits

As necessary, wildlife biologist and botanist shall conduct a site visit to verify existing information. The wildlife biologist shall conduct a reconnaissance field study to document suitable habitat conditions for special-status wildlife species that have the potential to occur within the project area. The wildlife biologist will assess existing conditions and determine if the habitats within and adjacent to the project area have the potential to be occupied by these species. The results of the reconnaissance will be used to determine any appropriate measures for avoiding or minimizing impacts on special-status wildlife species.

c) Wetland Delineation

A Wetlands Delineation Study for the project has been prepared by LSA this year under contract to the District. A request for verification of the Wetlands Delineation was submitted to the Army Corps of Engineers (ACOE) on May 23, 2011. Wetland areas have potential to be a 4(f) resource. This may not be the case, but the 4(f) document will need to substantiate the conclusion with evidence. Additionally, as long as the wetland taken by the project is less than 5 acres a LEDPA Analysis will not be required.

Deliverable: 4(f) De Minimis and Temporary Occupancy Document

d) Resource Mapping

All sensitive biological resources will be mapped and indicated on a GIS-compatible topographic map or aerial photograph of the site at a minimum scale of 1" = 200' of the project site. Consultant shall verify the sufficiency of previous resource mapping.

Deliverables for 3.A.2.a-d: Technical Report, approved Wetland delineation map, resource mapping

3. Traffic /Noise Technical Memorandum

Consultant shall prepare a technical memorandum addressing the impacts of construction traffic and construction noise on the adjacent community of Pinole. The evaluation should discuss the level and significance of potential impacts and explain the basis for conclusions. If necessary, consultant should recommend measures that can be incorporated into the project so negative or adverse impacts are avoided.

Deliverable: Technical memo

4. Hazardous Waste Initial Site Assessment

Following Caltrans protocols, Consultant shall prepare a Phase I Initial Site Assessment to screen and assess the potential for hazardous waste involvement.

Deliverable: Completed Caltrans ISA Checklist Form and ISA determination accepted by Caltrans

5. Water Quality Technical Memorandum

Consultant shall prepare a technical memorandum describing existing water resources and project features that will protect such resources. This report should also discuss whether there will be a net increase of impervious surfaces from the project and to what extent this will affect water resources.

Deliverable: Technical memo

6. Location Hydraulic Study

Depending on the conclusion of this study, a Floodplain Evaluation Report may need to be produced (or a Summary Floodplain Encroachment Report).

Deliverable: Technical memo

7. Visual Technical Memorandum

Consultant shall prepare a technical memorandum addressing the visual impact of the project including visual simulations of how the project will look from either end of the bridge and the residences on the hilltop and complete the Caltrans Visual Impact Assessment Checklist. The evaluation should address whether the project will result in a noticeable change in the physical characteristics of the existing environment and whether the project will complement or contrast with the visual character desired by the community. The evaluation should discuss the level of visual changes and explain the basis for such conclusions. If necessary, consultant should recommend features that can be added to the project so negative or adverse impacts are avoided.

Deliverables: Technical memo, completed Visual Impact Assessment Checklist

8. Complete Natural Environment Study/Biological Assessment

a) Complete Natural Environment Study

Complete a Natural Environment Study (NES) in accordance with Caltrans' Standard Environmental Reference. The NES shall be based on existing resource information and the field surveys conducted per task 3.A.2a-d. It shall comply with Executive Order 11990 and demonstrate compliance with Executive Order 11313 relating to invasive species and Executive Order 13816 which requires that environmental analyses required by NEPA evaluate the impacts of actions and agency plans on migratory birds. An Administrative Draft shall be prepared for EBRPD review, a draft NES for Caltrans/FHWA review and a final NES shall be prepared incorporating

Caltrans/FHWA comments. It is anticipated that this process is likely to lead to an NES Minimal Impact (NES MI). The Updated NES shall include updates species lists, name East Bay Regional Park District as the project sponsor, and address drainage issues and construction staging.

b) Complete Biological Assessment

If federally listed species are determined to be present at the project site or have the potential to be impacted by the project, a Biological Assessment pursuant to Section 7 of the Endangered Species act will be prepared. An Administrative Draft shall be prepared for EBRPD review, a draft BA for Caltrans review, and final BA to be submitted to the U.S. Fish & Wildlife Service.

Deliverables for 8a-b: NES MI approved by Caltrans, BA approved by Caltrans and USFWS

9. Conduct Cultural Resources Technical Studies

Project documentation was reviewed by Caltrans' Office of Local Assistance Professionally Qualified Staff (PQS) Maureen Zogg, Co-principal Investigator – Prehistoric Archaeology, in compliance with the January 2004 Programmatic Agreement (PA) between Caltrans, FHWA, SHPO, ACHP . A copy of the PA can be found at the Division of Environmental Analysis website: <http://www.dot.ca.gov/hq/env/cultural/index.htm>. The scope for this section is based on Caltrans review of project documentation.

a) Prepare Area of Potential Effects Map

Prepare an Area of Potential Effects map (APE) for cultural resources that includes staging areas, utility relocation, temporary bridges, right-of-way acquisition, and temporary construction easements. The Map should be plotted on an aerial photograph or other base at a scale of approximately 1"=200' or greater. A maximum size of 11" x 17" is preferred, using multiple sheets as necessary for inclusion in required reports. The APE map should have a title block that includes the project name, federal ID number, and signature lines for the Caltrans PQS and Local Assistance Engineer, as well as the local agency representative. The APE map should be transmitted to Caltrans for signatures prior to the completion of the HPSR. A signed copy of the map will then be returned to the agency or its consultant for inclusion in the reports.

Deliverables: Draft and Final APE map

b) Historic Properties Survey Report (HPSR)

The HPSR serves as a summary report to which the Archaeological Survey Report and Historic Resource Evaluation Report are Attached. The HPSR also documents the consultation with interested parties, particularly Native American groups, and presents the project description and mapping. The standard HPSR form is available online at <http://pd.dot.ca.gov/env/cultural/html/l-templates.htm>.

Deliverables: Draft and Final HPSR

c) Historic Resource Evaluation Report (HRER)

This report provides a historic context for the area and evaluates buildings, structures, objects, landscapes, and districts within the Architectural APE. All resources that are not exempt from evaluation under Attachment 4 of the PA should be documented and evaluated for eligibility for listing on the National Register of Historic Places. This report must be completed by a professionally-qualified architectural historian as described in Attachment 1 of the PA. If there are no such resources present, this report will not be needed.

d) Archaeological Survey Report (ASR)

This report is needed to document the studies undertaken to demonstrate the presence or absence of archaeological resources within the Archaeological APE. If resources are identified, they must be evaluated for their eligibility for listing on the National Register of Historic Places. A professionally-qualified archaeologist, as described in Attachment I of the PA, must complete this report. If there are no such resources present, a letter report will be sufficient.

Deliverables: Technical memo, Draft and Final ASR (if required)

10. Prepare NEPA Categorical Exclusion

Complete the Categorical Exclusion Checklist and prepare a Section 6004 CE using a Categorical Exemption/Categorical Exclusion Determination form, both of which are provided on the Caltrans Standard Environmental Reference page.

Deliverables: Administrative Draft and Draft Categorical Exclusion

11. Certify CEQA Environmental Impact Report

Using the data, comments, and research a Final Environmental Impact Report pursuant to the California Environmental Quality Act and a Notice of Completion will be prepared for filing with the state clearinghouse. This task includes filing the Notice of Completion after Park District approves the Final EIR. The fee for filing is a reimbursable expense.

Deliverables: Draft and Final Categorical Exemption, filed Notice of Completion

B. Environmental Permitting

Park District will rely on Consultant to lead efforts in securing any permits required from resource and regulatory agencies. Consultant shall prepare and submit any required resource agency permit applications for processing. Permit fees are considered a reimbursable expense to the Consultant.

Deliverables: Draft and Final Environmental Permit applications, Environmental permits from resource and regulatory agencies.

C. California Public Utilities Commission (CPUC) Permitting and UPRR Approval

This project is subject to the approval of the CPUC and UPRR. Consultant shall submit an application for the construction of the bridge to the CPUC. A plat and legal description for the new public crossing is required. Consultant shall prepare a design report for UPRR in accordance with published guidelines and coordinate with UPRR to prepare information for a draft Construction and Maintenance Agreement.

Deliverables:

- ✓ Plat and Legal Description of the Public Crossing
- ✓ Design Report submitted to UPRR
- ✓ CPUC Application
- ✓ Draft Construction and Maintenance Agreement

TASK 4: Management/Coordination

A. Project Management, Coordination and Support

The Consultant shall provide professional and technical services during the scoping, environmental review, alternative analysis and selection, and preliminary design of the project. All work will be in accordance with applicable regulations and completed in accordance with the Caltrans Local Assistance Manual.

Included in this task, Consultant shall prepare attachments such as Engineer's Estimate that are part of Park District's Request for Authorization for a construction phase E-76.

Consultant shall manage the work of any Sub-Consultant's and interface with others.

Deliverables: Oral and written communication as necessary.

B. Project Development Team Meetings

Consultant shall participate in Project Development Team (PDT) meetings with Park District, Caltrans' Local Assistance staff, other design team members, and other agencies/organizations as may be necessary. In doing so, Consultant will represent the interests of Park District with others. Up to four Project Development Team meetings will be held as necessary at the District office or City of Pinole throughout the term of the project. The purpose of these meetings will be to discuss work objectives, design issues, the work schedule and progress, terms of agreement, and other related issues, in order to resolve project related issues and maintain the progress of the Project. As part of this task, Consultant shall assist in preparation of agenda, meeting minutes and action items.

Deliverable: Data Request Log

C. Reviews

Consultant shall submit deliverables to Park District for review and comment. Review periods will be as shown in the project schedule. Park District shall furnish a single set of coordinated review comments to Consultant. Consultant shall meet with Park District and other involved organizations to discuss any conflicting comments and to reach a consensus on resolution of conflicts. Minutes of the resolution meeting will be prepared by Consultant and shall be distributed within one (1) week of the meeting. Consultant shall incorporate agreed to resolutions into the reviewed documents.

Deliverable: Review Meeting Minutes.

D. Progress Reports and Invoicing

Consultant shall submit a monthly Progress Report to accompany invoices. The reports will include a narrative on work accomplished during the period, work planned for the next period, information/decisions required to maintain the project schedule and complete deliverables; problems encountered that may affect the schedule, budgets, and anticipated work items; and discuss recommendations to address issue and budget status.

Deliverables: Progress Reports and Invoices

E. Project Files

Consultant shall develop and maintain project files.

Deliverable: None

F. Project Schedule

Consultant will identify and manage critical path items for this scope of work. Consultant shall prepare and maintain a Critical Path Method (CPM) which will include all major tasks identified in the scope of work which will take into account Park District review time. A draft schedule will be submitted to Park District for review and comments. A final schedule will be prepared based on comments received. The schedule shall list all tasks of all parties involved in the project with estimated start and completion dates. Updates shall be provided to the Park District on a monthly basis and shall include planned and actual dates.

Deliverables: Project Schedule

D. Scope of Services – Future Task Orders

The Park District may, at its sole discretion, extend the resulting contract at a future date to authorize the following subsequent tasks:

A. Final Design (Plans, Specifications, and Estimate (PS&E))

- Prepare the bid and construction documents in accordance with the current Caltrans editions of: Bridge Design Aids, Details and Specifications, Memo to Designers, Standard Plans, Specifications and Provisions.
- Submit plans and estimates at 95%, 100% and Final levels of design.
- Prepare Caltrans Standard Special Provisions, modified for Park District requirements. The Park District will provide the front end boilerplate contract sections.
- Submit complete specifications package at 95%, 100% and Final level of design.
- Review Park District comments in design review meetings with Park District after each submittal.
- Provide formal written responses to Park District review comments.
- Perform and submit to the Park District the Independent Bridge Check package and resolution of review issues in accordance with Caltrans Memo to Designers.
- Prepare a Construction Working Day Schedule
- Prepare a Resident Engineer (RE) file in accordance with Appendix GG of the Project Development Procedures Manual.
- Prepare Draft Right of Way and Utility Certificates for Park District use
- Submit signed and stamped PS&E Certification (LAPM Exhibit 12-C)

Deliverables:

- ✓ Draft Plans (5 half size copies each submittal)
- ✓ Final Plans - 2 full size sets and CADD files on CD
- ✓ Specifications (5 copies at 95% and 100%)
- ✓ Specifications, Estimate, Construction Working Day Schedule on CD
- ✓ Draft Right of Way and Utility Certificates for Park District use
- ✓ Signed PS&E Certification (LAPM Exhibit 12-C)-PDF File
- ✓ RE File (2 copies in binders)
- ✓ Survey and Alignment Data Files (Complete staking notes are not included)

B. Services During Construction (SDC)

- Provide Bidding Assistance to the Park District as required
- Respond to written questions from bidders
- Attend Pre-Bid meeting
- Prepare Addenda as required
- Bid Evaluation
- Attend Pre-Construction conference
- Provide written responses to Requests for Information (RFI)
- Review and comment on construction change orders (CCO) as requested by the Park District
- Prepare revisions (Plans or Specifications) as required due to Errors or Omissions (no cost to the Park District).
- Prepare Record Drawings in CADD from Park District provided marked-up plans

If Park District elects to authorize subsequent tasks under this contract, Consultant will be requested to draft the scope of services. When this occurs, Park District and Consultant will agree on a revised scope and any adjustments to the project schedule and/or compensation due Consultant.

IV. PROPOSAL SUBMISSION

Proposals submitted must include the following items:

1. A detailed description of the work plan / approach to be used to complete the tasks outlined in the Scope of Services.
2. Consultant firm information:
 - a. Legal name of the firm; address, telephone and E-Mail
 - b. Date of establishment
 - c. Current size of firm and organization chart of firm, organization chart of team
 - d. Principal in Charge and Project Manager
3. Names, addresses and qualifications of subconsultant firms (excluding the laboratory sub-consultant) proposed for this project and a description of the types of tasks that each subconsultant is expected to do. No staffing substitutions of key staff shall be made without the Park District's approval.
4. Descriptions of not less than three (3) and not more than five (5) projects completed by your firm that seem most similar to this project and that have been subject to the Federal Aid process by Caltrans. Provide client references from projects underway or completed (preferably local projects that can be visited). Information must include the following:
 - a. Client name and contact information
 - b. Project description and location
 - c. Total value of the services provided
 - d. Key personnel involved
 - e. Subconsultants
5. Name and qualifications of the project manager proposed for this project.
6. Work breakdown by key staff or subconsultants including existing time commitments.
7. Cost proposal: In a separate sealed envelope, provide a total cost proposal for all services outlined in Article C. Scope of Services, Tasks 1 through 3 including a breakdown of costs delineated by task. Include a schedule of hourly rates for proposed staff/subconsultants and amount of time each person will be devoted to each task. Define any reimbursable expenses. The terms of this contract will be time and materials based on specific rates of compensation. The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, salary additives, indirect costs and net fee. Net fee should be specified as a dollar amount, not as a percentage. Mark ups on reimbursable expenses or subconsultants will not be permitted.
8. Proposals must bear the signature of a principal in the firm.
9. To speed up the contracting process, a copy of the Park District's standard Contract for Services, as modified for federal-aid projects, is attached (Attachment C). Prospective consultants should review the Contract for Services, note any items that you cannot comply with, show what insurance coverage you have in each category and return this information with your proposal. Please note this is a federal aid contract and federal contract guidelines will apply.
10. Five (5) copies of this proposal must be received by the Park District on or before: June 17 at 3:00 P.M., to be considered.

Send proposals to:
East Bay Regional Park District
Attn.: Jim Townsend
2950 Peralta Oaks Court
Oakland, CA 94605
510-544-2602

V. CONSULTANT SELECTION

A Selection Committee, established by the Park District, will review proposals received by the above designated deadline, develop a shortlist of qualified consultants, and develop a final ranking of the most qualified proposals. Depending upon the relative quality of proposals, the Park District may invite short listed firms to interview with Park District staff and to present their firm’s interest and qualifications for this project. Proposals will be evaluated based on the criteria below and the relative weight of each criterion.

The Park District plans to announce the top ranked firm within seven (7) days after the deadline for submitting proposals, or if necessary, after interviews have been conducted. Consultant’s work is anticipated to begin immediately upon meeting Federal eligibility requirements.

A non-mandatory site visit/pre-proposal meeting is scheduled at 10 a.m. on June 10, 2011, at Bayfront Park in Pinole, a map to the site is attached. Notes from the pre-proposal conference and a list of attendees will be posted on the Park District’s website.

EVALUATION CRITERIA AND WEIGHTING

CRITERIA	MAXIMUM POINTS
Project understanding and approach	30
Qualifications of Team and key staff	20
Availability	10
Experience of the consultant with projects of a similar type and scale <ul style="list-style-type: none"> ▪ Comparable Experience ▪ Value Engineering ▪ Utility coordination ▪ Constructability review ▪ Federal Aid projects with Caltrans District 4 	30
Results of reference checks	10
TOTAL	100

TENTATIVE CONSULTANT SELECTION SCHEDULE

The following represents the tentative schedule for selection of the consultant.

Proposals due	06/17/2011
Proposals evaluated by review team.....	06/21/2011
Interview short listed firms (If necessary)	06/23/2011
Contract approval by Board.....	07/05/2011
Notice to Proceed	07/06/2011

VI. PROJECT ADMINISTRATION

The contract will be issued by the Park District. A sample Professional Services Agreement is attached. Consultants are requested to confirm receipt of and to include any comments on the sample agreement in your proposal. Please note this is a federal aid contract and federal contract guidelines will apply.

The Park District’s Project Manager is Sean Dougan. The Project Manager will supervise the Consultant and manage this project.

A. Fees

Consultant fees shall be negotiated and established on a time and material basis with a not to exceed amount, supported by an agreed schedule of rates and mark-ups. The provisions of 48 CFR, Part 31, et seq, "Cost Principles and Procedures," and 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" will apply to the consultant contract and to all subcontracts in excess of \$25,000.

Progress invoices will be paid on a monthly basis related to the progress of the work. Park District reserves the right to change the funding of this project.

VII. REJECTION RIGHTS

All firms are hereby notified that the selection of a consultant for this project and any agreements for services resulting from this Request for Proposals is dependent upon the approval of the East Bay Regional Park District Board of Directors. The District reserves the right to reject any and all submittal or to re-solicit if it is deemed to be in the public interest.

VIII. COST OF RESPONSE PREPARATION

The Park District will make no reimbursement for any cost incurred by a prospective consultant for the preparation of a response to this Request for Proposals.

ATTACHMENTS:

Attachment A: Site Map

Attachment B: Federal Requirement and Response Forms:

- EXHIBIT 10-O1 Local Agency Proposer UDBE Commitment (Consultant Contracts)
- EXHIBIT 10-O2 Local Agency Proposer DBE Information (Consultant Contracts)
- EXHIBIT 10-P Nonlobbying Certification for Federal-Aid Contracts
- EXHIBIT 10-Q Disclosure of Lobbying Activities
- EXHIBIT 12-E Debarment and Suspension Certification
- EXHIBIT 17-F Final Report – Utilization of Disadvantaged Business Enterprises

Attachment C: Sample CONTRACT FOR SERVICES

ATTACHMENT A

Site Map

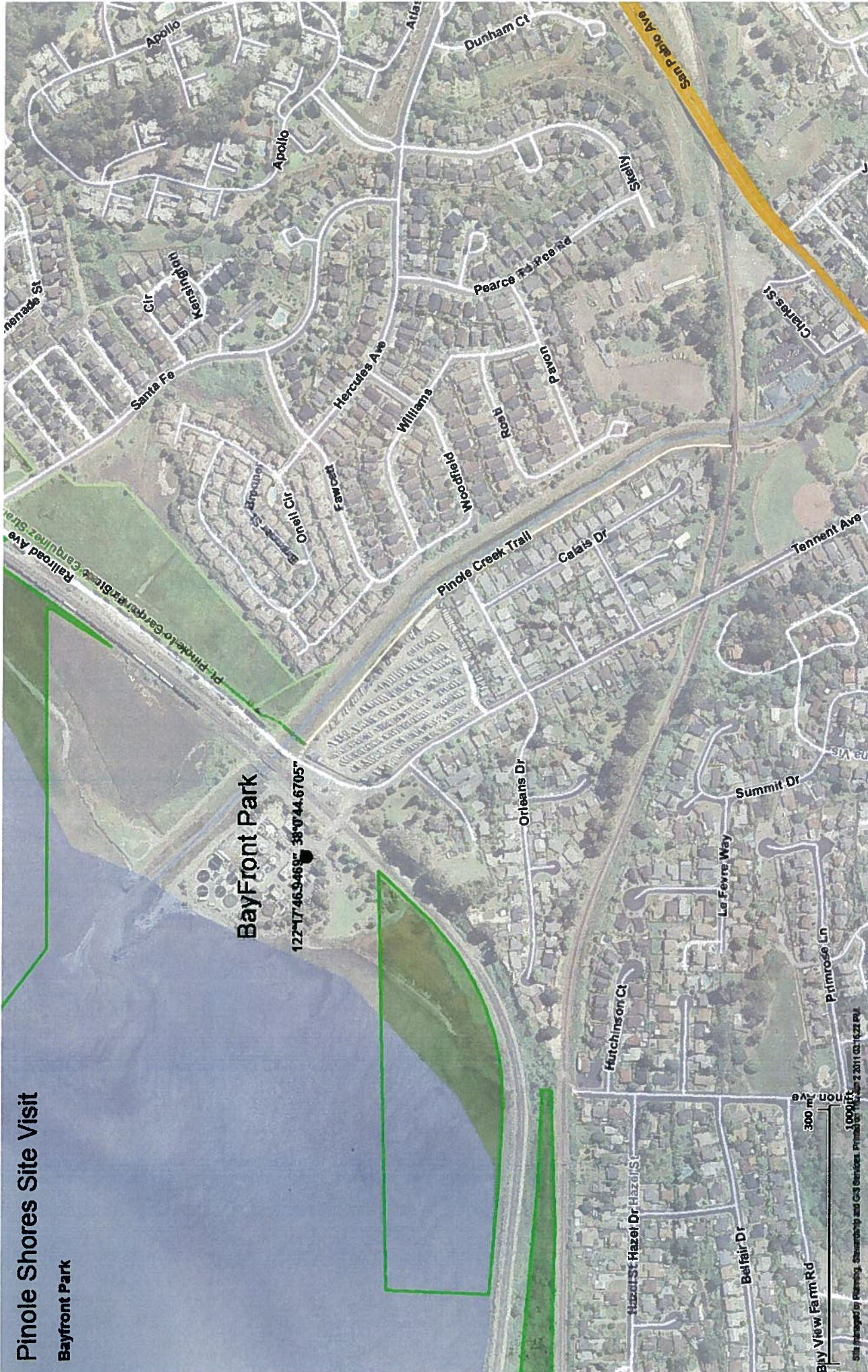


Pinole Shores Site Visit

Bayfront Park

BayFront Park

122°17'46.9466" 38°07'44.6705"



300 m

Site prepared by Planning, Stewardship and GIS Services. Printed on 2/21/11 02:16:22 PM

ATTACHMENT B

Federal Requirement and Response Forms

- EXHIBIT 10-O1 Local Agency Proposer UDBE Commitment (Consultant Contracts)
Per instructions, Exhibit 10-01 must be completed, signed and dated by the consultant submitting the proposal
- EXHIBIT 10-O2 Local Agency Proposer DBE Information (Consultant Contracts)
Per instructions, Exhibit 10-02 must be signed and dated by the successful proposer at contract execution
- EXHIBIT 10-P Nonlobbying Certification for Federal-Aid Contracts
Exhibit 10-P should be completed, signed and dated or proposer may include a certification statement as part of their proposal
- EXHIBIT 10-Q Disclosure of Lobbying Activities
Complete Exhibit 10-Q if proposer has participated in activities that are subject to disclosure. If the proposer has not participated in activities that are subject to disclosure, include a statement to this effect in the proposal.
- EXHIBIT 12-E Debarment and Suspension Certification
Proposer should cite in the body of Form 12-E whether there are any exceptions to this certification or include a certification statement as part of their proposal.
- EXHIBIT 17-F Final Report – Utilization of Disadvantaged Business Enterprises
Exhibit 17-F is information only. Form to be submitted by successful proposer upon contract completion.

EXHIBIT 10-O1 Local Agency Proposer UDBE Commitment (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

PROPOSAL DATE: _____

PROPOSER'S NAME: _____

CONTRACT UDBE GOAL (%): _____

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE

For Local Agency to Complete:

Local Agency Proposal Number: _____
 Federal-Aid Project Number: _____
 Federal Share: _____
 Proposal Date: _____

Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate/unless noted otherwise.

 Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed UDBE Commitment _____ %

 Signature of Proposer

 Date (Area Code) Tel. No.

 Person to Contact (Please Type or Print)

INSTRUCTIONS – LOCAL AGENCY PROPOSER UDBE COMMITMENT (CONSULTANT CONTRACTS)

ALL PROPOSERS:

PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Women. This information must be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.

A "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract UDBE Goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to UDBEs (or performed if the proposer is a UDBE). The UDBE prime contractors shall indicate all work to be performed by UDBEs including work to be performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter UDBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are due and include UDBE address and phone number).

There is a column for the percent participation of each UDBE. Enter the Total Claimed UDBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-1) to determine how to count the participation of UDBE firms. **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O1 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

For the Successful Proposer only, local agencies should complete the Proposal Number, Federal-aid Project Number, Federal Share, and Proposal Date fields and verify that all information is complete and accurate before filing.

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION
(CONSULTANT CONTRACTS)**

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant's and subconsultant's certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe exact portion of time to be performed by the DBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-1) to determine how to count the participation of DBE firms.

Exhibit 10-02 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Number, Federal-aid Project Number, Federal Share, and Contract Award fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the deobligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

Exhibit 10-P Nonlobbying Certification For Federal-Aid Contracts

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Exhibit 10-Q -DISCLOSURE OF LOBBYING ACTIVITIES
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

- a. initial
- b. material change

For Material Change Only:

year ____ quarter ____
 date of last report _____

4. Name and Address of Reporting Entity

- Prime
- Subawardee
 Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
 (If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
 (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ actual planned

13. Type of Payment (check all that apply)

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify _____

12. Form of Payment (check all that apply):

- a. cash
- b. in-kind; specify: nature _____
 Value _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Exhibit 12-E

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

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

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

ATTACHMENT C

Sample Contract for Services

**CONTRACT FOR SERVICES
CLASS D
(High Risk)**

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the East Bay Regional Park District, a special district, 2950 Peralta Oaks Court, Oakland, California ("District") and _____, hereinafter referred to as "Contractor."

RECITALS

A. District desires to engage the services of Contractor to provide various services herein described; and

B. Contractor desires to perform such services for District;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Term

The term of this Agreement shall commence _____, and shall end on _____. This Agreement may be terminated at any time by either party by giving 30 days' prior written notice to the other party.

2. Scope of the Contract

a. During the term of this Agreement, Contractor shall provide services as documented in Exhibit A attached hereto and made a part hereof.

Contractor agrees to utilize his/her professional skill and best efforts in the performance of the services specified herein. The representative of Contractor who will make all presentations, attend public hearings and supervise all service shall be _____.

b. District shall be responsible for performances under Exhibit B (unless not necessary and covered in Exhibit A) attached hereto and made a part hereof.

The representative of District who will monitor this Agreement and be responsible for its interpretation and/or modification shall be _____.

3. Time of Performance and Payment

a. Performance: Contractor's work shall be scheduled and performed to meet agreed-upon deadlines.

b. Payment: District shall compensate Contractor for services performed by Contractor as set forth in the rate schedule documented in Exhibit C (unless not necessary and

covered in Exhibit A) attached hereto and made a part hereof. All expenses incurred as part of this Agreement will be reimbursed at actual cost. Such compensation shall be full payment to Contractor (including expenses) for performance of said services; provided, however, that in no event shall the sum of total compensation paid Contractor and reimbursable expense exceed \$ without prior written authorization by District.

Contractor shall submit his/her compensable hours and reimbursable expenses monthly, and District shall make payments on the approved reimbursable expenses within 30 days, provided that in no event shall the amount paid Contractor exceed that percentage of the maximum total compensation and expenses payable under this Agreement (\$_____) which percentage equals the percentage of Contractor's work complete at the time.

4. Changes and Extra Work

When changes in the services are required by District or requested by Contractor, Contractor shall promptly estimate their effect on the cost of the Services, and on its schedule, and so notify District.

No change shall be implemented by Contractor unless it is approved by District in writing and Contractor has received notification from District to proceed. Unless otherwise agreed to in writing, all provisions of this Agreement shall apply to all changes in the scope of services.

If District determines that a change materially affects the total value or time of performance of this Agreement, Contractor and District will mutually agree in writing to an equitable adjustment.

District may request Extra Work to be performed by Contractor. Extra Work is defined as work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at execution of this Agreement. Contractor shall not perform, nor be compensated for Extra Work without written authorization from District's representative. If the parties should disagree as to the value of Extra Work, Contractor shall perform the Extra Work under a reservation of rights to request additional compensation and shall provide separate supporting documentation to District for the additional charges.

5. Cost Principles

a. The Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

b. The Contractor also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

c. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition

Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Contractor to the District.

6. Labor Code/Prevailing Wage Rates

To the extent applicable, Contractor and Contractor's subcontractors shall comply with the requirements of the California Labor Code including but not limited to, hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and payment of prevailing wages as determined by the Director of California Department of Industrial Relations. Contractor shall post a copy of the prevailing rate of per diem wages at each job site. Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement. Contractor shall include this section in all subcontractor agreements. Contractor shall defend indemnify and hold harmless the District for any costs, claims and expenses arising from the failure of Contractor of Contractors subcontractors to pay applicable prevailing wage rates.

All Subcontracts shall contain this provision.

7. Disadvantaged Business Enterprises (DBE) Participation

a. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

b. If the contract has an underutilized DBE (UDBE) goal, the Contractor must meet the UDBE goal by committing UDBE participation or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the Contractor must make a good faith effort to replace him/her with another UDBE subconsultant, if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

c. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Contractor, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

d. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

8. Subcontractors

a. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall

relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.

b. Any substitution of subcontractors must be approved in writing by the Agency's Representative in advance of assigning work to a substitute subcontractor.

9. Retention of Records/Audit

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers and any other records or documents pertaining to charges for services, expenditures and disbursements to District under this Agreement for a minimum of three (3) years, or such longer period required by law, from the date of final payment by District. Contractor shall make such materials available at its offices for inspection at all reasonable times. The state, the State Auditor, District, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Contractor that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

All Subcontracts shall contain this provision.

10. Abandonment of Project

a. District shall have the right to abandon or indefinitely postpone ("abandon" or "abandonment") the project or the services for any or all of the project at any time. In such event, District shall give written notice of such abandonment. In the event of abandonment prior to completion of the final drawings and cost estimates, Contractor shall have the right to expend reasonable additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor shall present to District, a complete report of said proposed job closure and its costs, and District may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by District, together with any other charges outstanding at the time of termination, shall be payable by District within 30 days following submission of a final statement by Contractor.

b. Should the project or any portion thereof be abandoned, District shall pay Contractor for all services performed theretofore in accordance with the terms of this Agreement as provided in paragraph 3.a and b above, as full payment due hereunder.

11. Contractor as Independent Contractor

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an agent or employee of District. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting him/her in the performance of his/her services hereunder.

Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding, and all other regulations governing such matters, and shall be solely responsible for his/her own acts and those of his/her subordinates, subcontractors, agents and employees.

12. Design Standards

The design for the project will be in accordance with Caltrans' Standards in effect for projects off the State Highway System.

13. Contractor's Endorsement on Plans, Etc.

Technical reports and plans shall be wet stamped and signed by a California Registered Civil Engineer.

14. Deliverables and Documentation

Progress reports shall be submitted monthly by Contractor. They shall identify the basis for determination of the percentage of completion, the number of hours for the month, by job classification, spent on work completed, the percent of work completed during the month, and total percent of work completed.

Each deliverable shall be reviewed by the District's representative. Contractor shall promptly correct deficiencies that District reasonably identifies in the deliverables and shall make modifications to conform with Project requirements to achieve acceptability of deliverables to District at no additional cost to District.

15. Ownership of Documents

All reports, data, maps, models, charts, studies, surveys, photographs, plans, specifications, reports, file or any other documents in electronic or any other form (collectively "documents and materials"), that Contractor prepares or obtains pursuant to this Agreement shall be the property of the District to be used, reused or disposed of by the District in its sole discretion without the permission of Contractor. In the event of early termination of this Agreement and notwithstanding any dispute regarding payments, the District retains ownership of the documents and materials and retains the right to receive and use any documents or materials pursuant to this Agreement.

16. Brokers: Compliance with Federal, State and Municipal Statutes

Contractor warrants that he/she has not employed nor retained any broker, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that he/she has not paid nor agreed to pay any broker, agent, company, nor persons other than bona fide employees any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this Agreement. Contractor shall indemnify, defend, protect and

hold harmless District, its directors, officers and employees from such claims. (See also Exhibit D and Exhibit E.)

Contractor shall comply with all Federal, State and local laws and regulations applicable to his/her work hereunder.

17. Employment Practices

During the performance of this Agreement, Contractor agrees as follows:

a. Contractor and Contractor's subcontractors will not discriminate against any employee or applicant for employment because of sex, race, creed, color or national origin. Contractor and Contractor's subcontractors will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their sex, race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

b. Contractor and Contractor's subcontractors will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to sex, race, creed, or national origin.

c. Contractor and Contractor's subcontractors will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this non-discrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. Indemnification

To the fullest extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, Contractor shall indemnify, hold harmless, defend (with counsel reasonably acceptable to District) and protect District, its officers, directors, agents, employees, and invitees from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including without limitation expert and attorneys fees and costs of investigation, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its employees, subcontractors, or agents in the performance of services under this Agreement. The District's acceptance of the insurance certificates required under this Agreement does not relieve the Contractor from its obligations under this section. The provisions of this section shall survive the termination or expiration of this Agreement.

19. Insurance

a. Contractor shall procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with companies licensed to do business in the State of California, which are rated at least "A" or

better by A.M. Best Company and which are acceptable to District. Contractor shall, 15 days prior to the commencement of this Agreement and prior to the termination of any policy, supply District with a certificate showing that such insurance is in force.

(1) Workers' Compensation as required by law and Employer's Liability with limits of \$500,000 per occurrence (if employees are to be hired).

(2) General Liability (bodily injury and property damage) on an occurrence basis in an amount not less than \$1 million per occurrence and at least \$2 million in the aggregate, including premises and operations (including off-site operations), blanket contractual liability, broad form property damage, products and completed operations, owner's and contractor's protective liability, (and if one or more of the following is applicable) personal injury, coverage for explosion, collapse and underground hazards, non-owned watercraft protection and indemnity, U.S. longshore and harbor workers coverage, pollution liability, liquor liability, and saddle animal liability.

(3) Automobile Liability (bodily injury and property damage) in an amount not less than \$1 million per occurrence extending to owned, non-owned and hired vehicles and including contractual liability covering all liability assumed under Agreement.

(4) Professional errors and omissions, including contractual liability, in an amount not less than \$1 million per occurrence and \$2 million in the aggregate. Such coverage may be written on a claims-made basis.

b. Each of the above policies must contain a provision that the policy shall not be cancelled or the terms or conditions thereof materially changed without 30 days' prior written notice to District. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Contractor to furnish the required insurance during the term of this Agreement.

c. Upon written request by District, the insurer or his/her agent will furnish a copy of any policy cited above, certified to be a true and complete copy of the original.

d. The policies listed under a(1) above shall contain a waiver of subrogation in favor of the District.

e. The policies listed under a(2) and a(3) above shall name the District as an additional insured with respect to the operations performed under this Agreement.

f. The coverage afforded on behalf of District under a(2), a(3) and a(4) above shall be primary insurance and any other insurance available to District under any other policies shall be excess over the insurance outlined above.

g. Upon written request of District, annual loss reports will be supplied to District. The loss report will include a list of all incidents/claims submitted against the insurance company and the estimated reserved and paid value of the claims.

h. District reserves the right to require reasonable increases in the limits of coverage from time to time during the term of this Agreement.

i. Policies should be written on an occurrence basis. Only by special permission of District may a claims-made form be used. The retroactive date on any policy written on a claims-made basis shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy, provided that the extended reporting or discovery period shall not be less than 36 months following expiration of such policy.

Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. Contractor shall comply with the provisions of Section 3700 of the Labor Code before commencing the performance of the work under this Agreement.

In case of the breach of any provision of this section, District may, at District's option, take out and maintain, at the expense of Contractor, such types of insurance in the name of the Contractor as District may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement or may demand Contractor to promptly reimburse the District.

20. Default

In the event that Contractor defaults in any obligation of Contractor under this Agreement, or Contractor defaults in the performance of any of the terms and conditions of this Agreement, District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following:

- a. Enforce performance of the Agreement by Contractor,
- b. Terminate this Agreement, or
- c. Perform the obligations of the Contractor,

whereupon Contractor shall reimburse District for any amounts paid or expenses incurred by District, or pay District any expenses and/or damages incurred by District in the performance of such obligations, together with interest at the maximum rate of interest allowed by law on demand by District. District at its option may deduct any sum due to District from sums to be paid by District to Contractor. The above remedies are in addition to any other remedies at law or equity District may have. Contractor shall pay or reimburse District for all of District's costs and expenses, including reasonable attorneys' fees incurred in enforcing its rights hereunder.

21. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any persons or entities whatsoever without the prior written consent of District and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

22. Advice of Counsel/Attorneys' Fees

If either party prevails against the other in a legal action concerning any aspect of this Agreement, such successful party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such action from the losing party.

Both parties have had a full and complete opportunity to have the Agreement reviewed by legal counsel, and no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

23. Notices

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, and shall be personally delivered or sent by prepaid U. S. certified or registered postage, return receipt requested, addressed to the recipient as follows:

District: East Bay Regional Park District
P. O. Box 5381
Oakland, CA 94605-0381

CONTRACTOR:

Either party may change its address by giving notice to the other in the manner provided herein.

24. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

25. Entire Agreement

This Agreement contains all of the agreements and understandings of the parties pertaining to the subject matter contained herein and supersedes all prior, contemporaneous agreements, representations and understandings of the parties.

This Agreement cannot be amended or modified except by written agreement of all the parties. In the event that the terms or conditions of any Exhibits to this Agreement conflict, directly or indirectly, with paragraphs 1 through 16 of the Agreement, the provisions of paragraphs 1 through 16 of the Agreement shall control.

26. Severability

The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

EAST BAY REGIONAL PARK District

By _____
Chief or AGM or GM

By _____
Contractor

Date: _____

Date: _____

*Contract for Services Class D
(11/2006)*

Exhibit D
Certification of Contractor, Commissions & Fees

Certification of Contractor

I HEREBY CERTIFY that I am the _____, and duly authorized representative of the firm of _____, whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)

Exhibit E
Certification of Local Agency

Certification of Local Agency

I HEREBY CERTIFY that I am the _____ of the
East Bay Regional Parks District, and that the consulting firm
of

_____, or its representative has not been required
(except
as herein expressly stated), directly or indirectly, as an express or implied condition in
connection

with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution,
donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of
Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid
highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)