

# **REQUEST FOR PROPOSAL (RFP)**

## **MOBILE INCIDENT COMMAND VEHICLE**



East Bay Regional Park District  
Public Safety Division  
2950 Peralta Oaks Court  
Oakland, CA 94605

### **Proposal Due**

Date: Friday, October 30, 2015  
Time: 4:00 p.m.

#### **Contact**

Lt. Lance Brede  
East Bay Regional Park District  
Public Safety Division  
Phone: (510) 690-6501  
Email: lbrede@ebparks.org

**NOTICE IS HEREBY GIVEN THAT THE BOARD OF DIRECTORS OF THE EAST BAY REGIONAL PARK DISTRICT** (“District”) will receive proposals for the building of a Mobile Incident Command Vehicle by United States Mail or at the District’s Administration Building at the Reception Desk located in the lobby of the building at 2950 Peralta Oaks Court, Oakland, California, 94605-0381 on or before Friday October 30, 2015 at, or before, the hour of 4:00 p.m.

This RFP is issued by the Police Department of the District. This office is the sole point of contact for the purpose of discussion regarding this RFP. Bidders may obtain a copy of the RFP and addendums, if any, by contacting Lt. Lance Brede.

Clarification of instructions, terms and conditions, insurance, and preparation or submission of proposals shall be made by email to Lt. Lance Brede. No other District personnel are authorized to explain, interpret, or provide clarification concerning the RFP document. All follow-up questions concerning this RFP shall be submitted on or before 4:00 p.m. on Monday, October 5, 2015 by email to lbrede@ebparks.org. All questions submitted after 4:00 p.m. on Monday, October 5, 2015 will not be accepted. Questions will NOT be taken or answered verbally. Should answers to questions amend the RFP; the District will issue an Addendum. All responses to questions will be posted to the District’s website ([www.ebparks.org](http://www.ebparks.org)) under the Bids/RFPs by 12:00 noon on Friday, October 9, 2015.

The District reserves the right to amend the RFP prior to the final date of proposal submission. All contractors are responsible to inquire as to addenda issued. All addenda become part of the RFP. The Board of Directors reserves the right to reject any and all proposals, to modify the terms of the RFP either before or after the deadline for submission of proposals, negotiate with one or more of the contractors, to call for additional proposals, or to refrain from accepting any proposal. The Contract for Services agreement the District expects to award shall in no event become effective until an award of contract is approved by Resolution of the Board of Directors.

The District’s policy in awarding a Contract for Services will be based primarily on the most qualified bidder overall. The District will carefully investigate each contractor’s background and experience in building and servicing a Mobile Incident Command Vehicle.

All bidders’ responses and cost information shall remain undisclosed until a successful contractor is identified or, if all proposals are rejected, after rejection of all such proposals; following that date all proposals shall be subject to review and shall be deemed public record.

## **A. PROJECT BACKGROUND**

The District is seeking proposals from qualified contractors to build a Mobile Incident Command Vehicle.

In 2004, the District transferred ownership of a used police patrol boat to the City of Oakland in exchange for a mobile command vehicle that had been previously used by the Oakland Fire Department. In subsequent years, the District refurbished and equipped the vehicle with interoperable communications equipment so it could be used as a mobile dispatch center. The District's Mobile Incident Command Vehicle has been utilized at 37 large crime scenes, major events such as the Cosco-Busan oil spill, high-volume parks on holidays, volunteer functions, and multi-agency training events. The vehicle also serves as the District's back-up communications center if the primary center fails or, in as is the case of a natural disaster, if relocation of public safety services becomes necessary. For almost ten years, the vehicle has become a critical District asset for response to emergencies, natural disaster, and major events.

The current vehicle is a 1989 GMC Fleetwood motor home and is nearing the end of its usable life. The vehicle suffers frequent mechanical breakdowns, the vehicle heater is not functional and the satellite downlink system has failed. In its current state, it is very unreliable and has been unable to deploy to some crime scenes and searches due to its continuous state of disrepair. This vehicle was removed from the major equipment replacement list in the 2009 budget process due to economic uncertainty. Authorization has now been received to pursue replacing this vehicle.

## **B. PROJECT DESCRIPTION**

The District's Police Department needs to be prepared to respond to emergency situations, which may additionally include the need for a mobile dispatch center. The primary goal of this project is to provide the Police Department with one new, completed Mobile Incident Command Vehicle that meets the equipment specifications as listed in this RFP.

## **C. SCOPE OF SERVICES**

This scope is to be used as a general guide and is not intended to be a complete list of all work or requirements necessary to furnish a Mobile Incident Command Vehicle.

1. The contractor must assume complete responsibility for all component parts of the entire vehicle. This responsibility shall include design, construction, inspection, performance testing, servicing, and information about regional servicing options (authorized repair facilities are requested in Exhibit A). The contractor must be capable of furnishing parts, performing repairs, and providing technical assistance for the normal life of the vehicle.
2. The contractor must provide high quality equipment, components, and parts designed for the vehicle that are new and of current manufacture. The use of military surplus, used, obsolete or discontinued items will not be acceptable.

3. The contractor must be responsible for assuring that the vehicle meets the specified performance criteria. All major components shall have the manufacturer's approval and recommendation for this type of service and the manufacturer's ratings shall not be exceeded by actual imposed loads.
4. The contractor of the District's choice shall be responsible to the District for all warranty service, parts, labor, and travel costs applicable to the equipment provided. The responsible contractor shall be responsible for ensuring that warranty work is performed and that service, parts, labor and travel are available and provided to meet the District's schedules. This does not limit or reduce in any manner the manufacturer's warranty or use of manufacturer's warranty service. Warranty repairs and parts shall be initiated within forty-eight (48) hours of initial notification by the District. All work required under warranty shall be promptly accomplished at no expense to the District. An adequate stock of repair parts shall be available within twenty-four (24) hours from notification by the District for the equipment offered. The contractor shall be required to send the District a written confirmation of receipt on all orders within five (5) business days after receipt of the District's purchase orders. This confirmation may be in the form of a "Manufacturer's Acknowledgement of Dealer's Order". Confirmation must show the date the order was placed with the manufacturer, District's purchase order number, the quantity of units, vehicle make and model with specified options, and the dealer and/or manufacturer order number. The contractor shall send the District written notification of all manufacturers' recalls of equipment purchased and all bulletins.
5. The contractor must be able to provide warranties on all equipment, parts and materials furnished under this proposal and guarantee that they will meet all contract requirements and are free of defects in equipment, material, or workmanship and are fit for its intended purpose. The qualified contractor shall be fully responsible for all warranty work on the purchased equipment which includes but is not limited to after-market installations as required by the equipment specifications. The warranty period shall commence at the time the vehicle is accepted by the District. Delivery of the vehicle does not constitute acceptance. (Warranty requirements are included in Exhibit A.)
6. The contractor must be able to provide training, technical support and assistance as required.
7. The contractor must comply with all applicable California Department of Motor Vehicles licensing requirements. Questions regarding licensing requirements may be directed to the California Department of Motor Vehicles.
8. The contractor must be able to deliver the required vehicles as awarded no later than two-hundred sixty (260) calendar days after the receipt of the first purchase order. Actual deliver date will be determined by the District at the time the purchase order is issued.
9. Liquidated Damages will be assessed in the amount of two hundred dollars (\$200.00) per calendar day, for each and every calendar day that delivery is delayed beyond the required timeline.

10. Insurance: The contractor will be required to furnish evidence of insurance, as required, within ten (10) business days from the receipt of the Notice of Conditional Award issued by the District.

#### **D. DISTRICT RESPONSIBILITIES**

In their proposal, the contractor shall define information, services, and expertise needs from the District for the completion of this project. Coordinating services will be provided by Lt. Lance Brede. The District will provide access to related project documents and make timely decisions on questions or issues brought forward by the contractor throughout the process.

#### **E. CONTRACTOR DELIVERABLES**

1. The contractor shall stipulate information about proposed payment schedule and amount.
2. The accepted proposal will be included as part of the specification and conditions of the final Contract for Services.
3. The contractor must possess insurance coverage required by the District (see Exhibit B for requirements).
4. All costs associated with the proposal preparations shall be the responsibility of the contractor.
5. The Mobile Incident Command Vehicle prepared by the contractor shall become the property of the District. There shall be no restriction on its use or modification.

#### **F. PROPOSAL SUBMITTAL PROCESS**

##### **Proposal**

The proposal shall contain the items listed below, organized in the following manner:

1. Project Understanding – Briefly demonstrate your understanding of the key elements of the project, including key project objectives.
2. Scope of Services – The proposal should contain a detailed scope of services and technical approach to undertaking the project, including any necessary tasks which may not be determined at this time or noted in this RFP.
3. Project Team Qualifications – Provide a succinct description of the firm’s capabilities, size and range of services including sub-contractors. Identify team participants, project managers and key personnel of the contractor and sub-contractors who will be actively involved in the project, team structure, reporting relations, and the amount of work each staff person will be responsible for. Please include resumes of key personnel. Staffing assignments should be specific enough to demonstrate understanding of the skills required

and commitment of proper resources. If awarded the contract, staffing substitutions shall require prior District's approval.

4. Relevant Experience – Describe the firm's experience with similar projects, particularly for public safety agencies. Provide not less than two (2) or more than five (5) examples of completed Mobile Incident Command Vehicles which you have successfully completed within the last three (3) years. If your firm does not have at least two (2) examples, please provide examples of three (3) recent projects, references and include a written explanation.

Include client references with the following:

- Client name, main contact, and contact information
  - Project description, including a summary of products and services
  - Total value of the services provided
  - Key personnel involved
  - Date contract started
  - Date vehicle was delivered
5. Project Management – The proposal should briefly address project management including direct participants, strategies for progress reporting, quality assurance, quality control, cost and schedule control, meetings, etc.
  6. Work Schedule – In accordance with the overall project implementation schedule, the proposal should reflect a scope of work and preliminary schedule that completes all deliverables.
  7. Define information, services, and expertise need from the District for the implementation of this project.
  8. Fee proposal shall include:
    - a. Itemized list based on the Scope of Services and Exhibit A with a breakdown by vehicle characteristic.
    - b. Maximum total lump sum fee for consulting services to complete the Scope of Services and Exhibit A outlined therein.
    - c. An hourly professional service fee schedule.
  9. Signature – Proposals must bear the signature of the principal of the bidding company.
  10. District Contract for Services Class C – The proposal shall include a statement of the Contractor's willingness to accept the terms and conditions of the District's standard Contract for Services Class C (Exhibit B). Prospective contractors shall review the District Contract for Services Class C, note any items that you cannot comply with, and show levels of insurance coverage in each category and return this information with the proposal. Any requests for changes to the contract must be submitted with your proposal for consideration by the District.

**Submittal**

Five (5) copies of responses to this proposal must be received by the District on or before Friday, October 30, 2015 at 4:00 p.m., to be considered. Proposals must be plainly marked on the outside of a sealed envelope – “**RFP Mobile Incident Command Vehicle**”.

Mailed or personally delivered to:

East Bay Regional Park District  
Public Safety Division  
Attn: Lt. Lance Brede  
2950 Peralta Oaks Court  
Oakland, CA 94605

**G. TENTATIVE CONTRACTOR SELECTION SCHEDULE**

Request for Proposals Available	9/18/ 2015
Proposal Due	10/30/2015
Short List Contractors Notified	Week of 11/9/2015
Tentative Interviews with all Short List Contractors	Week of 11/16/2015
Tentative Award of Contract by Board	12/15/2015

**H. COMMUNICATIONS**

Substantive questions regarding the proposal content, project approach, and scope of services and budget for proposals shall be submitted in writing to Lt. Lance Brede via email. Questions with District responses will be provided to all prospective contractors, as listed herein.

**I. CONTRACTOR SELECTION PROCESS**

**Selection Process**

Submitted proposals will be evaluated by a District committee and rated according to satisfying project objectives, completeness, contractors’ qualifications, responses to RFP requirements and cost-effectiveness. The District will determine which, if any, references to contact to assess the quality of work performed and personnel assigned to the project with advance notice to the applicant. The results of any reference checks will be provided to the proposal evaluation committee and used in scoring the proposal.

Contractors should be able to meet the requirements of the District Contract for Services (Exhibit B). Any questions regarding the District Contract for Services should be sent via email to lbrede@ebparks.org prior to submitting proposals. The District will invite a Short List of contractors to an interview.

Based on interview answers and proposal scores, the District will select a preferred contractor and release a Notice of Intent to Award. The selected contractor will be responsible for accepting the term and meeting the requirements of the District Contact for Services prior to its award.

### **Selection Criteria**

Minimum qualifications:

1. The successful contractor shall be a full service, reputable firm capable of performing all aspects of the proposal specifications.
2. All assigned personnel must be well qualified and bonded prior to execution of the Agreement.
3. Proof of possession of a Business License, Workers Compensation, and all required insurances will be required prior to the signing of the Agreement by the District.

Contractor selection shall be based upon:

1. Proposal (50%)
  - a. Approach to completing the tasks involved with the Scope of Services and Exhibit A, including quality and responsiveness of proposal.
  - b. Professional experience building and servicing previous Mobile Incident Command Vehicles, including information gained from references.
  - c. Qualifications of the project team members.
  - d. Competiveness of pricing for vehicle and maintenance.
2. Interview (50%)
  - a. Demonstration of project understanding and organized approach.
  - b. Communication and coherency of project team members.
  - c. Demonstration of ability to address problems productively and work with District staff to develop efficient and cost effective solutions.

### **J. COMPENSATION**

Compensation for services shall be based on the contractor's current fee schedule of professional services (including projected expenses.) The fee proposal will be taken into consideration but may not be the deciding factor in the selection of the contractor.

**K. REJECTION RIGHTS**

All firms are hereby notified that the selection of a Contractor for this project and any agreement for services resulting from the RFP is dependent upon the Approval of the East Bay Regional Park Districts Board of Directors. The District reserves the right to reject or re-solicit any and all submittals if it is deemed to be in the public interest.

**L. COST OF RESPONSE PREPARATION**

The District will make no reimbursement for any cost incurred by a prospective contractor for the preparation of a response to this RFP.

**M. EXHIBITS**

EXHIBIT A: Vehicle Characteristics

EXHIBIT B: District Contract for Services (Class C)

EXHIBIT A  
VEHICLE CHARACTERISTICS

CAB, CHASSIS, AND POWERTRAIN SPECIFICATIONS

1. Exterior Color: White
2. The cab and chassis should have a total length of approximately 30 feet.
3. The cab should be equipped with two doors, two seats and all standard equipment
4. Solid cab rear wall (No Crawl or Walk Through to Rear Area)
5. The Gross Vehicle Weight Rating (GVWR) should be less than 58,000 lbs.
6. The bare chassis and cab curb weight should not exceed 12,000 lbs.
7. Diesel powered with the option to run on biodiesel, front engine diesel engine and shall comply to current California and Federal emissions requirements
8. The engine idle shutdown feature should be deleted (Emergency Vehicle Exemption)
9. Two (2) Body Entry Doors
  - a. One (1) on curbside mounted at mid chassis with One step, lockable entry door; Light mounted at door; Door holdback, Tinted Glass in upper ½ of door, grab handles; Kwikiee automatic entry steps
  - b. One (1) rear with lockable entry door, light mounted at door, door holdback, tinted glass in upper ½ of door, grab handles; Bustin slide out/fold down entry steps
10. All entry doors to the cab and chassis and the Mobile Command Center shall be equipped with a step light that will engage when the door is opened.
11. Roof top air conditioning / heat with separate controls, 2 each total @ 13,500 BTU's each unit. The locations of the controls will be decided at a later date.
12. Antenna Race installed on top of vehicle; prewired with up to 24 NMO antenna spots and terminated at the antenna patch bay; Low coax (like LMR240) or similar wiring for all two way radio RF runs.
13. Four hydraulic jack leveling system, touch pad controlled. Controls located in the driver's compartment
14. Camera system with color monitor, audio/video, night vision for rear and both sides of vehicle
15. 20 Kw Quiet Generator (Diesel), liquid cooled, capable of running all systems in Mobile Command Center. Shall be housed in separate compartment with slide out for easy servicing. Generator housing insulated to reduce noise. Generator shall have a critical noise muffler to reduce noise. Controls located left of the outside entrance door. Exact location to be determined. Shall be fueled off vehicle tank. Shall be plumbed to leave 15% of fuel in tank.
16. Structure and wiring installed to install two (2) 40' Masts on rear of vehicle. One on each side of rear door.

17. Curb Side exterior hatch opens to reveal 42" TV compartment with 110vac, cat5 port, phone jacks, three two way radio heads with mikes (remote mounted from equipment rack), power and network plugs. Hatch supported in a way that could be used as a desk and support a laptop computer, HDMI, VGA, RJ45, USB, 110VAC Connections
18. Emergency Lighting: LED Blue & Red Light Bar, (2) Constant Burn Red Lights Installed in Grill to accommodate CA Law, (2) Red/Blue LED Flashing Lights in Grill, Red/Blue LED Flashing Lights installed on side front fenders, (2) Blue/Red LED Flashing Lights installed on each top side of box with one forward and one rearward; (2) Blue/Red LED Flashing Lights installed on back of vehicle.

#### DRIVER/PASSENGER COMPARTMENT

1. Automotive AC/Heat with defrost and bi-level function
2. Intermittent washer wipers
3. Floor mats
4. Carpeting
5. Seating Capacity – 2
  - a. Reclining air ride captain chairs, power driver seat,
  - b. Non-powered passenger seat
  - c. Both cloth upholstery
6. Power steering
7. All required seat belts and retractors
8. AM/FM CD player with speakers
9. Battery scan device for assessing the condition of the battery banks
10. Vinyl padded dash
11. Map pockets in side panels
12. Power heated mirrors
13. Power windows
14. Windshield privacy curtain
15. Sun visors
16. Cruise control
17. Full instrument panel
18. 12 volt receptacle for power outlet
19. Map lights
20. Electric door lock to control both doors with key chain remote (4 included)
21. Battery boost/jump location
22. The overhead area in the driver/passenger compartment shall be equipped with the largest storage cabinet available

## INTERIOR

1. All cabinets including doors and drawers shall have a solid laminate cover (color will be decided at a later date)
2. All cabinet/counter tops shall be Corian or similar with bullnose edge (color will be decided at a later date)
3. All counter tops shall have a Corian or similar back splash (matching color)
4. The Information Cabinet will be lockable and have its own individual key
5. The telecommunication equipment cabinet shall be lockable and have its own individual key
6. All cabinets to have a secure latching system
7. All exterior windows outside the drivers cab shall be tinted
8. Commercial grade flooring throughout. Seamless Flooring in Body with Black Dot Slip resistant finish with 3" high toe kick plates
9. All interior walls covered with white laminate; Die bond material with dry erase film installed in designated areas
10. Internal High Output LED Lighting and controls installed throughout rear conference and communication areas
11. Security alarm system shall be included

## FLOORPLAN

Body: 20' Length x 7' 6" (78") H x 102" W

(3) Rooms: bathroom, communication room and conference room separated by locking doors

Bathroom shall include:

1. Incinolet Toilet
2. Waterless Hand Cleanser station
3. Slide Open tinted window
4. Locking Door with Occupied/Vacant Designation

Communications Room shall include:

1. Two (2) workstations w/overhead storage, (2) 22" monitors each, countertops with minimum 4 electric outlets each, desk drawers
2. Two (2) workstation chairs (Seats Inc. Heritage air ride seats (or similar) for workstations, forward/rear and up/down adjustment – floor mounted)
3. IT/Data rack computer / electrical equipment closet
4. 24" Radio racks in workstation area
5. 32" monitor between workstations above 22" monitors
6. On opposite wall from work stations, flat files, equipment storage cabinets, countertop and whiteboard

7. Pre-wire stations with 12 volt outlets, 10-base T CAT5 wiring with RJ45 connector for ISDN/T-1 line

Conference Room shall include:

1. Table and minimum 4 chairs
2. Galley w/microwave, coffee maker, refrigerator
3. Dry erase whiteboard
4. Tinted slide open window
5. Two (2) 32" TVs mounted inside, one over crawl through cab

Exterior/General

1. Roof Top A/C Units (Coleman Mach 8) with 13,500 BTUs each
2. One (1) 20 kw Diesel Generator
3. Electric Heat
4. Structure installed to install two 40' Masts on rear of vehicle. One on each side of rear door
5. Curb Side exterior hatch opens to reveal 42" TV compartment with 110vac, cat5 port, phone jacks, three two way radio heads with mikes (remote mounted from equipment rack), power and network plugs. Hatch supported in a way that could be used as a desk and support a laptop computer, HDMI, VGA, RJ45, USB, 110VAC Connections
6. Scene Lights: Six (6) LED Surface mounted Scene Lights on Body; two (2) on each side of vehicle mounted top side with one forward and one rearward; two (2) mounted on rear of vehicle
7. Access door to conference room w/ electrical keypad lock
8. Two (2) entry doors, one in rear, one (1) on side, each with tinted window
9. Automatic leveling system
10. Automatic extend/retract steps for side entry door
11. Pull out/drop down step system for rear entry door
12. Equipment storage locker
13. HDMI, VGA, RJ45, USB, 110VAC connections
14. Speakers inside and outside
15. Power service with switching between shore line power and generator Shore line power cord rated @ 50amp with marine type twist lock disconnect 25' length
16. All duplex receptacles shall be GFI protected
17. Six exterior duplex receptacle GFI protected, 3 on each side of vehicle
18. Wireless connectivity – 802.11 commercial grade (internal and external of vehicle)
19. Cat 6 cabling harness included – all drops must have at least two data jacks
20. Commercial grade router allowing network signal from 2 separate sources
21. Commercial grade switch to provide power over Ethernet to all network ports

## OPTIONAL SPECIFICATIONS

1. External lockable storage boxes
2. Electric or manual awning on passenger side
3. Floor mounted seats in conference room
4. Crawl through opening from Cab to Conference Room with closure

## WARRANTY

The entire command vehicle including vendor, contracted, or subcontracted build-outs shall be warranted for a minimum period of 3 years or 36,000 miles whichever comes first from the date of in-service. Bidders must state any additional warranty coverage.

Manufacturer, Model, and Months of Coverage must be listed for each of the following: Cab and Chassis, Engine, Power Train, Diesel Generator, Body, Cabinets, Counter Tops, Computers, TVs, Pneumatic Mast, Furniture, and Appliances.

## SERVICE

In order to provide efficient service and support during the life of the Mobile Incident Command Vehicle, it will be required that the successful bidder shall provide for a full service and repair facility located in the Greater San Francisco Bay Area that is fully authorized and equipped to make all necessary repairs to the Mobile Incident Command Vehicle.

Bidders must include the name of the authorized repair facility, address, contact name, and phone number for each of the following: Cab, Chassis, and Powertrain, Interior and Exterior, and Interior Components.

In the event that the level of service is modified from the Agreement, any price modification shall be negotiated by the District and the Contractor and agreed upon in writing.

## TRAINING AND LITERATURE

The successful contractor shall provide training to cover safe operation of the entire unit.

At the time of delivery the successful contractor shall supply the District an electronic copy and two (2) hard copies of the following:

1. Repair manual
2. Parts manual
3. Service manual
4. Maintenance manual
5. Operators manual
6. Generator manual with complete specifications and wiring information
7. Compressor manual with complete specifications and wiring information
8. All communication equipment complete specifications and wiring information

**CONTRACT FOR SERVICES**  
**CLASS C**  
(Moderate 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. 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.

5. 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.

6. 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.

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

7. 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.

8. Indemnification

a. Contractor agrees to indemnify, hold harmless, defend and protect District, its officers, directors, agents, employees, and invitees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever for or in connection with injury (including death) or damage to any person or the loss or damage of property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by or the omission of Contractor.

b. District shall have no responsibility to safeguard the equipment and property of Contractor or any of his/her sub-Contractors. District shall have no responsibility to safeguard or protect the Contractor, or his/her employees, agents, officers, directors, or any of his/her sub-Contractors from bodily injury (including death) or personal injury.

c. In the event a claim is made against District or District is named a co-defendant in any action encompassed by paragraph 8(a) above, Contractor shall immediately notify District of such fact, and at District's option shall either retain legal counsel to represent District in such action at Contractor's sole expense or reimburse District for District's litigation costs, expenses and attorneys' fees in undertaking to represent itself.

d. In the event a claim is made against both District and Contractor for the joint and several liability of District and Contractor, the determination as to the apportionment of liability between District and Contractor shall be made by the judge in a court of competent jurisdiction. Neither District nor Contractor shall request that the apportionment of liability be determined by a jury. Notwithstanding the apportionment of liability between District and Contractor, Contractor shall nevertheless be responsible to indemnify and hold harmless District as fully set forth above, unless the court determines that the injury or damage resulted from the sole negligence or intentional and willful misconduct of District, its officers, directors, agents or employees.

e. Contractor hereby waives all claims and recourse against District, including the right of contribution for loss or damage or expenses by reason of death or injury to persons or damage to property, and releases District from any liability relating to or in any way connected to Contractor's activities or Contractor's use of the property, premises or facilities, unless injury or damage is caused by the sole negligence or the intentional and willful misconduct of District, its officers, directors, agents or employees.

f. The provisions of this section shall survive the termination or expiration of this Agreement.

## 9. 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.

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) and a(3) 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.

#### 10. 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.

11. 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.

12. 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.

13. 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.

14. Governing Law

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

15. 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.

16. 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 C  
(11/2006)*