

# REQUEST FOR PROPOSALS (RFP)

## THE SAN LORENZO CREEKWAY

Planning, Engineering Design, Environmental

and

Right of Way Professional Services



PROPOSALS DUE:

**May 4, 2026 (Monday) at 5:00 PM PST**

HAYWARD AREA RECREATION AND PARK DISTRICT  
1099 "E" STREET  
Hayward, CA 94541

Proposals (One Electronic Copy) to:

Michael C. Williams, Trails Program Manager

[Wmsm@haywardrec.org](mailto:Wmsm@haywardrec.org)

(510) 888-0119

Issued: March 23, 2026

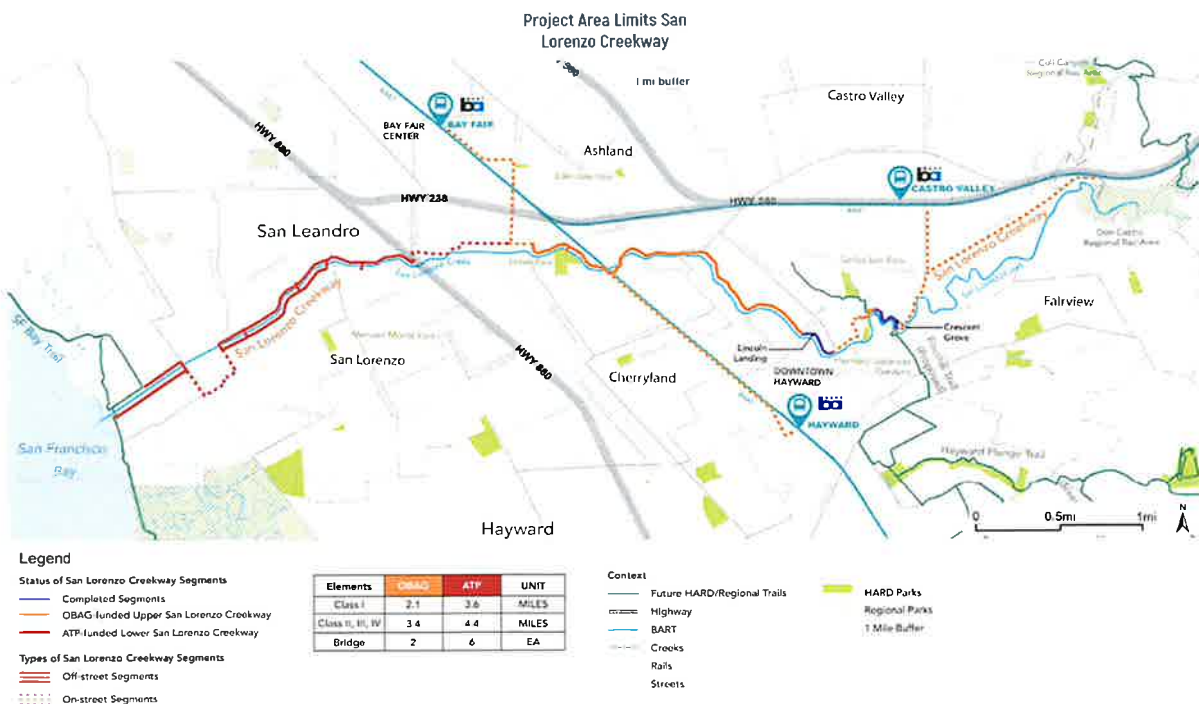


## REQUEST FOR PROPOSALS (“RFP”) for Planning, Engineering Design, Environmental and Right of Way Professional Services For The San Lorenzo Creekway

The Hayward Area Recreation and Park District (“District”) is soliciting proposals from qualified firms (“Consultant”) to provide Planning, Engineering Design, Environmental and Right of Way Professional Services for the San Lorenzo Creekway, in San Lorenzo, Ashland, Cherryland, Castro Valley, and Fairview areas within unincorporated Alameda County and partially within the Cities of Hayward and San Leandro, California (“Project”).

For further detailed information, the San Lorenzo Creekway Master Plan and the Grant Application Concept Plans can be downloaded at the following website link: <https://www.haywardrec.org/1924/San-Lorenzo-Creekway-Master-Plan>.

Scope of services shall include, but not be limited to: planning and community engagement, surveying, engineering design development (schematic/conceptual design), preparation of PS&E submittal package(s) for County of Alameda review and approval, construction plans and specifications, cost estimates, utility applications, permit applications, right of way engineering, preparation of environmental studies and preparation of Caltrans Local Assistance forms for environmental and right of way certification and construction funding authorization. Additionally, provide bid and award support and construction administration support described in Section II, “SCOPE OF WORK”. **THIS PROJECT IS FEDERALLY FUNDED FROM TWO DIFFERENT PROGRAMS AND WILL BE ADMINISTERED THROUGH ALAMEDA COUNTY PUBLIC WORKS AS THE PROJECT SPONSOR AND WILL BE AUTHORIZED FOR FEDERAL FUNDS THROUGH CALTRANS DISTRICT 4 LOCAL ASSISTANCE.**



See Attachment A – for larger map.

The District anticipates that a multi-discipline large firm or consultant team with various subconsultants will be necessary to perform the required scope of work for this large-scale project. Specifically, the District will require a minimum of two production efforts to be assigned to simultaneously design multiple segments and multiple bid packages for the project due to its two discrete funding sources, considerable project length and various elements such as on-street improvements, flood control channel access roads, multiple crossings, and multiple jurisdictions. The District will have an emphasis in its evaluation of proposals to ensure sufficient resources will be assigned/dedicated to this project due to its expedited schedule to meet all federal funding obligation deadlines. The consultant team will take directions from the Hayward Area Recreation and Park District as the client; however, they will also need to work closely with Alameda County Public Works Agency staff for environmental, right of way, and design approvals that meet the Caltrans' Local Assistance Procedures Manual process for federally funding.

Proposals shall be submitted by capable firms that demonstrate a proven record in design-cost control and are experienced in low-impact designs that are durable, maintainable, and achievable within budget constraints. In addition, the team should demonstrate experience in environmental regulatory permits required for the proposed scope. All interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, and specialized consultants for the proposed scope.

The Consultant's Team should include the following professionals:

- Civil Engineer & Surveyor (extensive experience with Caltrans Local Assistance and Federally Funded Projects)
- Planning Team
- Public Outreach services
- Environmental Firm for CEQA/NEPA and potential permitting with Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish & Wildlife
- Right of Way consultant (certified by Caltrans District 4)
- Landscape Architect (optional)
- Team Members with experience working individually with Alameda County Public Works Agency
- Team Members with experience working individually with Alameda County Flood Control and Water Conservation District – (including the Army Corps of Engineers related to FEMA floodways and levees)
- Team Members with experience working individually with Union Pacific Railroad
- Team Members with experience working individually with Bay Area Rapid Transit (BART)
- Other consultant(s) needed to deliver the scope of work.

**Proposals must be received before 5:00 pm PST on Monday, May 4, 2026.** Proposals must be submitted electronically in PDF format via email to Michael C. Williams, Trails Program Manager, at [Wmsm@haywardrec.org](mailto:Wmsm@haywardrec.org).

**Questions may be submitted before 1:00 pm PST on Monday, April 20, 2026.** Written responses will be available to all invited Consultants by Monday, April 27, 2026, 5:00 p.m. PST. All questions must be submitted electronically to Michael C. Williams, Trails Program Manager, at [Wmsm@haywardrec.org](mailto:Wmsm@haywardrec.org).

## **I. PROJECT BACKGROUND**

The Hayward Area Recreation and Park District (“District”), in partnership with Alameda County Public Works and Flood Control District has secured federal grant funding under One Bay Area Grant Cycle 3 (OBAG3) in the amount of \$9.6M, and the Active Transportation Program- Cycle 6 (ATP) in the amount of \$17.2M to construct a multi-use path along San Lorenzo Creek from the San Francisco Bay Trail along the bay shoreline eastward/upstream along the top of the concrete flood control channel/creek to the Japanese Gardens near Foothill Blvd in Hayward, through the unincorporated communities of Ashland and Cherryland. A Non-Infrastructure (NI) component of the overall project is a \$2.7M Safe Routes to School program. At the Japanese Gardens, the multi-use pathway will transition and run along A Street, Redwood Road, then onto Grove Way to the western edge of Don Castro Regional Recreation Area. The Trust for Public Land (TPL) will join the District as a community partner in the public outreach and engagement work.

This 10+ mile bicycle and pedestrian pathway facility will transform mobility, safety, and health in central Alameda County by connecting several unincorporated areas, major activity centers, BART stations, and a multitude of amenities and community services to the region’s park and recreational areas. This project will be the major east-west connection in the region and become the backbone of the longest, safest, most accessible corridor in Central Alameda County.

The project will also consider extensions from this east-west backbone to create a network to nearby BART stations.

- Connect to Castro Valley BART station along Redwood Road north of Grove Way
- Connect to Bay Fair BART station southward along Hesperian Blvd
- Connect to Hayward BART station northward along Western Blvd (future East Bay Greenway)

The project will include multiple pedestrian bridges over the creek channel, traffic control modifications, lighting and visibility improvements, protected intersections, improvements to existing sidewalks and bike lanes, and safety enhancements. Recreational amenities will be included such as benches, wayfinding signage, educational kiosks, and public art.

The anticipated construction contract budget for the proposed work is \$26M, including contingencies. The construction contract cost will have a strict not-to-exceed total budget; therefore, the District will require multiple bid alternatives to be included to allow the District to select various alternatives to maximize all the federal fund grants while minimizing the required local matching funds.

## **II. SCOPE OF WORK**

Scope of work shall include professional services and effective project management to carry the Project from design through construction and eventual contract acceptance. The consultant should expect this project to be a minimum of two years, likely to extend between 30 to 36 months. The proposed scope of work includes:

### **TASK I: INFORMATION GATHERING**

- A. Attend an in-person kick-off meeting with the District and Alameda County and prepare meeting minutes. This meeting will introduce the Project team, discuss the scope of work, receive Project information, and discuss the Project schedule and budget.
- B. Conduct a site visit to perform a field investigation and verify survey information provided by the District and Alameda County.
- C. Review Project documents, including, but not limited to, grant requirements,

- environmental documents, topographic survey, arborist report, and concept plans.
- D. Review with District staff to confirm program and maintenance requirements. The Consultant shall be responsible for documenting and confirming the final program before proceeding with design development.
  - E. Attend Caltrans Field Review Meeting with Local Assistance – prepare all required forms/exhibits listed in Chapter 7 Field Review of Caltrans Local Assistance Procedures Manual (LAPM-latest edition) for District, County, and Caltrans review. Prepare meeting minutes.

**TASK II: DESIGN DEVELOPMENT (35% PS&E), UPDATED CONCEPTUAL DRAWING SETS**

- A. Review all previous conceptual design exhibits prepared by the District. Generate a comprehensive planning level map/drawing that illustrates the entire scope of the project limits with details for major crossings or connections.
- B. Utilize existing concept plans from grant applications to develop a conceptual/schematic design that will be finalized with the District as the basis for PS&E design. Input is expected from outside agencies.
- C. Prepare design development (35% PS&E) documents based on the concept design, project budget, District program, and maintenance requirements. Design documents should include, but not be limited to, a layout plan, conceptual grading and stormwater strategy; selection of materials, major site elements and furnishings; and a cost estimate.

**TASK III: PUBLIC ENGAGEMENT**

- A. Assist and provide necessary information and support to the District and its community partner Trust for Public Land in the community outreach efforts and engagement with stakeholders, advocacy organizations, and neighboring property owners.
- B. Prepare exhibits and technical outreach information. Modify conceptual drawings as needed for public workshops/meetings.
- C. Attend and present/participate in 8-10 public meetings hosted by the District for public engagement, provide revised illustrative conceptual plan and exhibits, and update the public about the project's progress. Maintain and provide updates for the project's social media platforms and mediums.
- D. Prepare all summary meeting minutes.

**TASK IV: ENVIRONMENTAL STUDIES FOR NEPA AND CEQA AND PERMIT SUBMITTALS AND APPLICATION**

- A. Prepare submittals and applications and attend meetings as required to meet Caltrans Local Assistance NEPA Clearance and District/Alameda County CEQA Clearance. Coordinate and provide necessary documents for Caltrans Environmental Assessment and Preliminary Environmental Study in accordance with Chapter 6 Environmental Procedures of Caltrans LAPM. It is desired that the project will be a Categorical Exclusion for NEPA and Categorically Exempt under CEQA. Your proposal should demonstrate your approach to the environmental review process and the project can be managed to minimize impacts that may extend the project schedule and budget. Secure the necessary City of Hayward and San Leandro encroachment permits for the proposed project across city street right of way, within BART right of way, multiple Railroad right of ways, and under Caltrans State Highway 880.
- B. Potentially need environmental regulatory permits as required for portions of the project that are within jurisdictional top of bank of San Lorenzo Creek. The California Department Fish and Game (CDFG) Lake and Streambed Alteration Agreement (LSAA)

may be required. The consultant should coordinate with the District and attend pre-application meetings, clarify design questions, incorporate requirements in the drawings, and provide the design drawings for permit review.

**TASK V: RIGHT OF WAY ENGINEERING AND CERTIFICATION – perform right of way clearance process.**

- A. Perform Right of Way Engineering - determine all right of way needs and what type of rights need to be obtained - permits, easements, license agreements, and potentially acquisition of fee title.
- B. Complete Right of Way Certification in accordance with Chapter 13 Right of Way of LAPM.
- C. Perform any utility notifications for relocations.
- D. Identify, confirm the needs for Easement Acquisition and prepare plat maps, etc. Coordinate remaining aspects with County ROW staff to meet Caltrans' process and procedures.

**TASK VI: CONSTRUCTION DOCUMENTS (MULTIPLE PACKAGES) - Prepare 65% PS&E, incorporating District and Alameda County design standards and comments from other jurisdictions.**

- A. Update cost estimate at 65% PS&E. Adjust the design to keep the proposed project within budget.
- B. Prepare 95% of PS&E, necessary reports, and calculations to submit to County of Alameda Public Works and obtain all necessary permits from regulatory agencies.
- C. Update cost estimate at 95% PS&E. Adjust the design to keep the proposed project within budget.
- D. Participate in a constructability review of 65% PS&E and 95% PS&E with the District's consultant.
- E. Document and compile all review comments in a shared project comment log.
- F. Submit 100% PS&E for the permit application incorporating District and constructability review comments.
- G. Update cost estimates at 100% PS&E.
- H. Attend bi-weekly coordination meetings in conjunction with milestone reviews.
- I. Prepare technical specifications and front-end specifications which meet Caltrans LAPM requirements for federally funded projects.
- J. Complete and certify PS&E Checklists in accordance with Chapter 12 Plans, Specifications & Estimate of LAPM.
- K. Prepare funding authorization requests (E-76) for construction funds – contract and construction inspection/management.
- L. Provide a list of testing and inspections required for the Project.

**TASK VII: BID & AWARD**

- A. Prepare multiple bid documents/packages.
- B. Prepare multiple alternative bid schedules.
- C. Attend a pre-bid meeting/site walk.
- D. Respond to bidders' questions.
- E. Prepare addenda per direction from the District/County.
- F. Review bid protests, as requested by the District/County.
- G. Prepare the conformed specifications and drawings. Upload the conformed set onto Procore.

**TASK VIII: CONSTRUCTION SUPPORT & CLOSEOUT**

- A. Attend a pre-construction meeting and site walk.
- B. Use Procore during construction support, as required by the District.

- C. Review submittals.
- D. Respond to RFIs and issue ASIs, as needed.
- E. Issue plan revisions.
- F. Review change orders.
- G. Attend bi-weekly construction progress meetings virtually or in-person.
- H. Generate a punch list.
- I. Verify final completion.
- J. Review as-built record drawings provided by the contractor.

### III. PROPOSAL SCHEDULE

The RFP timeline for the project should assume the following dates:

|  |  |
|--|--|
| March 23, 2026 (Mon)                       | RFP issued                               |
| April 13, 2026 (Mon) – 1 PM PST            | RFP questions due                        |
| April 20, 2026 (Mon) – By 5 PM PST         | District’s written response to questions |
| <b><u>May 4, 2026 (Mon) – 5 PM PST</u></b> | <b><u>Proposals due</u></b>              |
| May 15, 2026 (Fri)                         | Notification for Shortlist Interviews    |
| May 27, 2026 (Wed)                         | In Person Interview in HARD office       |
| Early June 2026                            | Select Firm and Negotiate Contract       |
| June 15, 2026 (Mon)                        | Board action to approve contract award   |

The project development timelines (TENTATIVE) shall assume the following timeframes:

|  |                             |
|--|-----------------------------|
| Task I: Information Gathering                    | Completed by September 2026 |
| Task II: Design Development/Conceptual Drawing   | Completed by December 2026  |
| Task III: Public Engagement                      | Completed by February 2027  |
| Task IV: Environmental Studies and Permits       | Completed by March 2027     |
| Task V: Right of Way Engineering & Certification | Completed by August 2027    |
| Task VI: Construction Documents                  | Completed by October 2027   |
| Task VII: Bid & Award                            | April 2028 -June 2028       |
| Task VIII: Construction Support & Close out      | June 2028-December 2030     |

### IV. PROPOSAL FORMAT – Submittal limited to a maximum of 30 pages (excluding resumes)

#### 1. Project Team

- Identify key personnel and their experience and required qualifications, their roles, and responsibilities in the project.
- Identify a minimum of two production efforts with team leads reporting to design team project manager.

#### 2. Project Experience

- Provide a list of at least three current and/or completed representative projects, including project name and location, description, completion date, valuation, client name, and contact, including address and phone number. References from Alameda County Public Works, BART, Union Pacific, and/or Cities of Hayward and San Leandro will be weighted heavily.
- Consultants shall highlight their experience with urban trail/pathway projects of similar scope and scale, experience in federally funded projects, and experience with working with Alameda County Public Works Agency and Alameda County Flood Control and Water Conservation District. Highlight and identify low-impact design approaches that are achievable within budget constraints. Also demonstrate your ability to control design costs.

### 3. Scope of Work & Project Approach

- Describe your detailed approach and methodology for completing the tasks described in this RFP. Please provide your plan to meet the accelerated timeline and how your firm will address long lead time items such as environmental reviews, right of way clearance, and Caltrans Local Assistance coordination.
- Include details of the processes necessary for providing the deliverables described in this RFP.
- Provide information regarding your proposed team's ability to meet the proposed schedule.
- Identify additional optional tasks that may be needed.

### 4. Fee Proposals

- Provide a fee proposal identifying staff positions, the number of hours for each task, the hourly rate (including any proposed annual rate increases), and the total cost for each task for the entire duration of the contract, which is expected to span 24 to 36 months until the completion of the construction.
- Include a contingency budget (no more than 10% of total cost proposal) for tasks that may arise beyond the original scope of work included within this RFP. These costs will be authorized by the District at their sole discretion.
- Provide cost for additional optional task(s) recommended that can be approved by the District on an as-needed basis.

## V. SELECTION PROCESS

The District will evaluate all proposals received by the specified deadline for content, completeness, qualifications, and experience.

Proposals may be evaluated based upon, but not limited to, the following criteria:

1. Responsiveness to the RFP, breadth, and depth of response
2. The Consultant team's qualifications
3. Quantity and level of assigned staffing to deliver the scope of services with an emphasis on the consultant team providing at least two production efforts to expedite the delivery of the bid documents.
4. Experience with similar projects including history of working on projects with BART, Union Pacific, Alameda County Public Works and Flood Control District, and Cities of Hayward and San Leandro.
5. Project understanding, proposed methodology, timeline, and deliverables to complete the projects.
6. After reviewing the proposals, the District will determine a short list of 2-3 qualified consultant firms that will be invited to an in-person interview at the District's office in Hayward. The interview is expected to be one hour per consultant firm. Please reserve the tentative interview date for Wednesday May 27, 2026 – time to be determined.

7. The District will evaluate each shortlisted consultant firm based on a combination of their submitted written proposal, their presentation at the interview, fee schedule, and their responses to the interview questions.
8. The District will review the fee proposal of the top-ranked firm and may negotiate an agreeable price for the consultant contract. If the District and the top-ranked firm cannot reach an agreement, then the District will proceed to the 2<sup>nd</sup> ranked firm and repeat the negotiation process until a fee proposal and contract is agreed upon with a qualified proposer.

All costs incurred during the proposal preparation or in any way associated with the applicant's preparation, submission, presentation, or oral interview shall be the applicant's sole responsibility.

Receipt of proposals in response to this RFP does not obligate the District in any way to engage any firm, and the District reserves the right to reject any and all proposals, wholly or in part, at any time, without penalty. The District shall retain the right to abandon the selection process at any time before the actual execution of an agreement with a firm, and the District shall not bear any financial or other responsibility in the event of such abandonment. The District reserves the right to negotiate all final terms and conditions of any agreements entered between the parties.

If, at any point, the first-ranked firm declines to proceed, the District may, at its own discretion, enter into an agreement with the second-ranked firm, and so on.

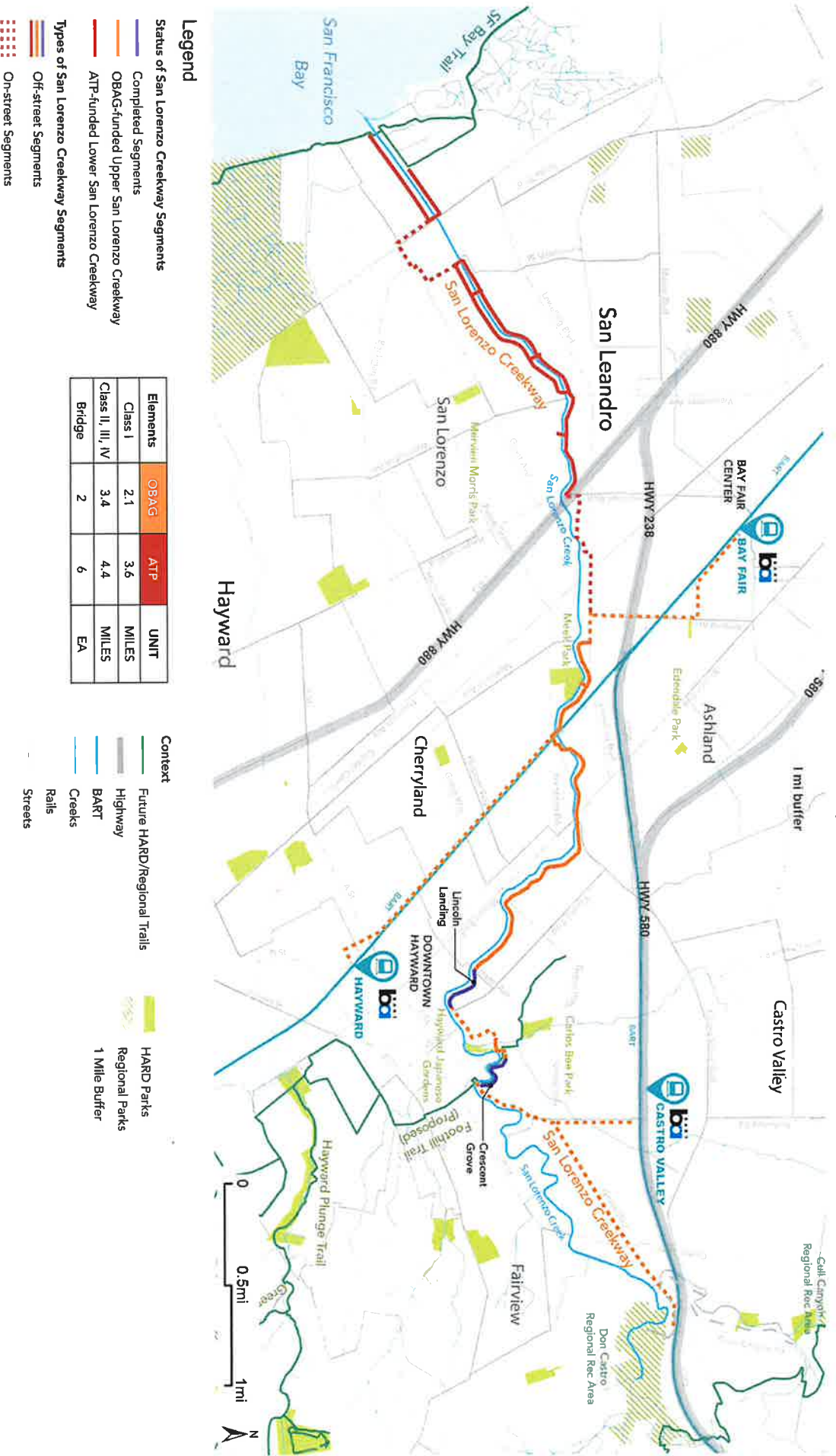
Any questions regarding this RFP should be directed to:

Michael C. Williams, Trails Program Manager  
Hayward Area Recreation and Park District  
[Wmsm@haywardrec.org](mailto:Wmsm@haywardrec.org), (510) 888-0119

*Attachments:*

- *Attachment A – Schematic Map of the Project Limits*
- *Attachment B – Preliminary List of Improvements*
- *Attachment C – District's Standard Professional Consultant Services Agreement*

## Exhibit A - Project Area Limits San Lorenzo Creekway



| Elements          | OBAG | ATP | UNIT  |
|-------------------|------|-----|-------|
| Class I           | 2.1  | 3.6 | MILES |
| Class II, III, IV | 3.4  | 4.4 | MILES |
| Bridge            | 2    | 6   | EA    |

## Exhibit B- Preliminary List of Improvements

The San Lorenzo Creekway ATP and OBAG projects combined include the following project elements:

1. Approximately 30,000 linear feet of Class 1 Trail paved with asphalt and includes guardrail fencing at 42 inches high when adjacent to San Lorenzo Creek Channel.
2. Approximately 7,000 linear feet of striping, signage, and marking improvements for bicycle facilities.
3. Approximately 1,000 linear feet of 6 feet tall chain link fencing.
4. Four prefabricated bridges and associated foundations of various lengths.
5. 500 feet of elevated pathway supported on concrete foundations.
6. Two rectangular rapid flashing beacons.
7. One Pedestrian Hybrid beacon.
8. Six modifications to existing traffic signals.
9. One at grade railroad crossing with apparent hardscape, gate, and signal improvements.
10. Curb ramps and hardscape modifications at approximately 40 locations.
11. Soil preparation, planting, irrigation, and mulch for approximate 143,000 square feet of bioretention areas and approximately 450 trees.
12. Site furnishings including
  - a. Trail signage: 40
  - b. Benches: 62
  - c. Trash receptacles: 25
  - d. Shade structures: 14
  - e. Bike racks: 25

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE HAYWARD AREA RECREATION AND PARK DISTRICT AND  
“CONSULTANT” ASSOCIATES**

THIS AGREEMENT for consulting services is made by and between the Hayward Area Recreation and Park District (“District”) and (“Consultant”) as of DATE for \_\_\_\_\_.

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to District the services described in the Scope of Services attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on **DATE** the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the District’s right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant’s profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that District, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from District of such desire of District, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant’s obligations hereunder.

**Section 2. COMPENSATION.** District hereby agrees to pay Consultant a sum not to exceed \$ \_\_\_\_\_ ( dollars), notwithstanding any contrary indications that may be contained in Consultant’s proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s Proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. District shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from District to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to District in the manner specified herein. Except as specifically authorized by District, Consultant shall not bill District for duplicate services performed by more than one person.

Consultant and District acknowledge and agree that compensation paid by District to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. District therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At District's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, which shall include an estimate of the time necessary to complete the work described in Exhibit A.
- The Consultant's signature.

**2.2 Monthly Payment.** District shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. District shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

**2.3 Final Payment.** District shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to District of a final invoice, if all services required have been satisfactorily performed.

**2.4 Total Payment.** District shall pay for the services to be rendered by Consultant pursuant to this Agreement. District shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. District shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule outlined in Exhibit A.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are specified below and shall not exceed \$5000 (Five thousand). Expenses not listed below are not chargeable to District. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the District or Consultant terminates this Agreement pursuant to Section 8, the District shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. District shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

District shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with District employees and reviewing records and the information in possession of the District. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of District. In no event shall District be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to District of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the District. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to District. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to District as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. The additional insured coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from District's insurance or self-insurance and shall be at least as broad as CG 20 01 04 12. In the event Consultant fails to maintain coverage as required by this Agreement, District at its sole discretion may purchase the coverage required and the cost will be paid by Consultant. Failure to exercise this right shall not constitute a waiver of right to exercise later. Each insurance policy shall include an endorsement providing that it shall not be cancelled, changed, or allowed to lapse without at least thirty (30) days' prior written notice to District of such cancellation, change, or lapse.

- 4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the District and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District. Consultant shall notify District within 14 days of notification from Consultant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

**4.2 Commercial General and Automobile Liability Insurance.**

- 4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 1 (“any auto”).

**4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. District and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured’s general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the District and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the District shall be called upon to contribute to a loss under the coverage.
- e. Any failure of the CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to DISTRICT and its officers, employees, agents, and volunteers.
- f. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District. Consultant shall notify District within 14 days of notification from Consultant’s insurer if such coverage is suspended, voided or reduced in coverage or in limits.

**4.3 Professional Liability Insurance.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals’ errors and omissions.

**4.3.1** Any deductible or self-insured retention shall not exceed \$150,000 per claim.

**4.3.2** An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

- 4.3.3 The policy must contain a cross liability or severability of interest clause.
- 4.3.4 The following provisions shall apply if the professional liability coverages are written on a claims-made form:
- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
  - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The District shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
  - d. A copy of the claim reporting requirements must be submitted to the District prior to the commencement of any work under this Agreement.

#### 4.4 **All Policies Requirements.**

- 4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish District with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The District reserves the right to require complete, certified copies of all required insurance policies and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- 4.4.3 **Subcontractors.** Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the Indemnification and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Consultant agree to be bound to Consultant and the District in the same manner and to the same extent as Consultant is bound to the District under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor shall require

all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and will provide proof of compliance to the District.

**4.4.4 Variation.** The District may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the District's interests are otherwise fully protected.

**4.4.5 Deductibles and Self-Insured Retentions.** All self-insured retentions (SIR) and/or deductibles must be disclosed to the District for approval and shall not reduce the limits of liability. Policies containing any self-insured retention provision and/or deductibles shall provide or be endorsed to provide that the SIR and/or deductibles may be satisfied by either the named insured or the District.

**4.4.6 Excess Insurance.** The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District (if agreed to in a written contract or agreement) before District's own insurance or self-insurance shall be called upon to protect District as a named insured.

**4.4.7 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to District at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

**4.5 Remedies.** In addition to any other remedies District may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** To the maximum extent allowed by law and except for the negligence or willful misconduct of District, Consultant shall indemnify,

keep and save harmless the District, and District Board of Directors, officers, agents and employees against any and all suits, claims or actions arising out of any injury to persons or property, including death, that may occur, or that may be alleged to have occurred, in the course of the performance of this Agreement, by reason of a negligent act or omission or wrongful misconduct of the Consultant or its employees, subcontractors or agents. Consultant further agrees to defend District (with counsel reasonably acceptable to District) for all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses arising therefrom or incurred in connection therewith; and if any judgment be rendered against the District or any of the other individuals enumerated above in any such action, Consultant shall, except for portions of the judgment attributable to the negligence or willful misconduct of District, at its expense, satisfy and discharge the same. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of District, Consultant shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

Consultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

## **Section 6. STATUS OF CONSULTANT.**

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of District. District shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise District shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent.** Except as District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to District that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to District that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from District.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, ancestry, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation, gender identity, genetic information, citizenship, primary language, or immigration status against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

- 7.6 **Suspension and Debarment Certification.** Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.

Consultant further certifies that it shall not knowingly enter into any lower-tier covered transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in federally funded transactions.

Consultant agrees to comply with applicable requirements of federal suspension and debarment regulations, including but not limited to 2 CFR Part 180 and 2 CFR Part 200. Consultant shall immediately notify the District if, at any time during the term of this Agreement, it learns that its certification was erroneous when submitted or has become erroneous due to changed circumstances.

For purposes of this certification, "principals" means officers, directors, owners, partners, key employees, or other persons within the Consultant having primary management or supervisory responsibilities.

Failure of the Consultant to comply with this provision may result in termination of this Agreement and/or other remedies available to the District.

## **Section 8. TERMINATION AND MODIFICATION.**

**8.1 Termination.** District may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon thirty (30) days' written notice to District and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon Consultant delivering to District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the District in connection with this Agreement.

**8.2 Extension.** District may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if District grants such an extension, District shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, District shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

**8.4 Assignment and Subcontracting.** District and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written

approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Consultant shall survive the termination of this Agreement.

**8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, District's remedies shall included, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

**8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

**8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that District would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

**9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the District. Consultant hereby agrees to deliver those documents to the District upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the District and are not necessarily suitable for any future or other use. District and Consultant agree that, until final approval by District, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

**9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

**9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit,

and/or copying at any time during regular business hours, upon oral or written request of the District. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

**Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any District official in the work performed pursuant to this Agreement. No officer or employee of District shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the District. If Consultant was an employee, agent, appointee, or official of the District in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the District for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

**10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by the District General Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

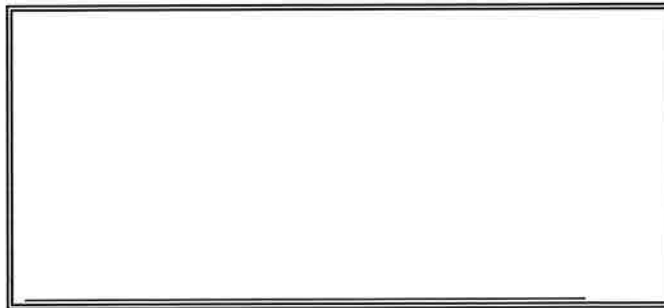
**10.10 Notices.** Any written notice to Consultant shall be sent to:

CONSULTANT NAME AND ADDRESS

Any written notice to District shall be sent to:

General Manager  
Hayward Area Recreation and Park District  
1099 'E' Street  
Hayward, CA 94541

**10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



Seal and Signature of Registered Professional with  
report/design responsibility.

**10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between District and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

HAYWARD AREA RECREATION AND PARK DISTRICT

CONSULTANT

\_\_\_\_\_  
**James C. Wheeler,**  
General Manager

\_\_\_\_\_  
**CONSULTANT NAME**  
TITLE  
"Consultant"

Attest:

\_\_\_\_\_  
**Kristie Briseno,**  
Executive Assistant

**EXHIBIT A**

**CONSULTANT'S PROPOSAL AND SCOPE OF SERVICES**