



**REQUEST FOR PROPOSALS
ALAMEDA CTC RFP NO. R20-0006
ENVIRONMENTAL AND DESIGN SERVICES
FOR THE
RAIL SAFETY ENHANCEMENT PROGRAM**

February 21, 2020

The Alameda County Transportation Commission (Alameda CTC) invites you to submit a proposal to provide Environmental and Design services for the Rail Safety Enhancement Program (SEP). The anticipated performance period is for an initial period of 36 months from August 2020 to August 2023.

This contract will be funded with Measure BB funds. As such, the Alameda CTC Local Business Contract Equity (LBCE) Program requirements will apply. The LBCE Program's goals for professional services are 70.0% for Local Business Enterprise (LBE) and 30.0% for Small Local Business Enterprise (SLBE).

Responses should be submitted in accordance with the requirements and instructions set forth in the Request for Proposals (RFP). The RFP documents have been posted on the RFP Web Page below. To sign up for optional email notifications of important updates regarding this RFP only, please use the RFP Registration Form below.

The Optional Pre-Proposal Meeting is scheduled for Tuesday, March 10, 2020, at 3:00 p.m. Pacific Time (PT); use the below RFP Registration Form to register to attend. The Pre-Proposal Meeting for this RFP will be held jointly with separate and concurrent procurement Alameda CTC RFP No. R20-0005 for Program Management Oversight of the Rail SEP.

RFP Registration Form: <https://forms.gle/KhfdftX8zzQBrZwn6>

RFP Web Page: <https://www.alamedactc.org/contracting-opportunities>

Proposals are due on Tuesday, March 31, 2020, at 3:00 p.m. PT.

Should you have any questions, please email Alastair Powell, the Sole Point of Contact for this RFP, at apowell@alamedactc.org. Thank you for your interest.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. Huisingh".

Gary Huisingh
Deputy Executive Director of Projects

cc: Alastair Powell, Associate Administrative Analyst

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Alameda County Transportation Commission

REQUEST FOR PROPOSALS

Alameda CTC RFP No. R20-0006

**Environmental and Design Services for the
Rail Safety Enhancement Program**

Date Issued: Friday, February 21, 2020

Alameda County Transportation Commission
1111 Broadway, Suite 800
Oakland, California 94607

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INTRODUCTION

Alameda County Transportation Commission (Alameda CTC) is a joint powers agency which plans, funds and delivers a broad spectrum of transportation projects and programs to enhance mobility throughout Alameda County, as the successor to three previous agencies: Alameda County Transportation Authority (ACTA), Alameda County Transportation Improvement Authority (ACTIA) and Alameda County Congestion Management Agency (ACCMA).

ACTA was created by the approval of Measure B by Alameda County voters in November 1986. Measure B authorized the imposition of a half-cent sales and use tax in the County for a period of 15 years, the proceeds of which were principally reserved for highway improvements, local transportation improvements, and transit funding in the County.

In November 2000, prior to the expiration of the first Measure B, the Alameda County Board of Supervisors placed a new Measure B on the ballot and Alameda County voters approved the measure with 81.5% support. The 2000 Measure B authorized the extension of the collection and expenditure of a half-cent sales tax for a period of 20 years, in order to address major transportation needs and congestion in Alameda County. ACTIA was instituted to administer the new Measure B funds, as detailed in the 2000 Transportation Expenditure Plan, including contract oversight, policy direction, financing, investment management, and coordinating projects with regional transit and transportation agencies and other Project Sponsors.

Although ACTA stopped collecting sales taxes in 2002, the agency continued its function to complete certain unfinished projects. On June 24, 2010, the ACTA Board adopted a resolution to transfer all of ACTA's assets, responsibilities, functions and liabilities to ACTIA, effective on July 1, 2010, and to terminate ACTA following the completion of the transfer process.

ACCMA was created in 1991 by a joint powers agreement between Alameda County and all its incorporated cities. ACCMA's goals, duties and composition enabled the local government to better address the complex problem of traffic congestion. ACCMA was responsible for planning, programming, and coordinating Federal, State, and Regional funds for transportation projects within Alameda County.

One such planning effort by the ACCMA evolved into a capital project, the Sunol Smart Carpool Lane Project. The Sunol Smart Carpool Lane Joint Powers Authority (Sunol JPA) was created in February 2006, pursuant to a Joint Exercise of Powers Agreement between ACCMA, ACTIA and the Santa Clara Valley Transportation Authority. The Sunol JPA was formed to plan, design and construct, and then administer the operation of a value pricing HOV program on the Sunol Grade segment of Interstate 680 in Alameda and Santa Clara Counties. The Sunol JPA began project operations when the I-680 Southbound Express Lane was opened to traffic on September 20, 2010. The Sunol JPA will also operate the I-680 Northbound Express Lane when the facility is opened to the general public in the near future. Alameda CTC serves as the Managing Agency for the Sunol JPA.

In early 2010, ACTIA, ACCMA, the County of Alameda, the fourteen incorporated cities within Alameda County, the Bay Area Rapid Transit District (BART), and the Alameda-Contra Costa Transit District each took actions required to create a new joint powers agency known as the Alameda CTC, which combined the roles of ACCMA and ACTIA.

On June 24, 2010, the Boards of ACTIA and ACCMA gave the final approval required to create the Alameda CTC. After a transition period required to accomplish certain administrative matters, at the

close of business on February 29, 2012, ACTIA and ACCMA were both terminated, and Alameda CTC was designated as the successor to both agencies. Alameda CTC is responsible for all of the functions and responsibilities previously held by ACTA, ACTIA and ACCMA along with certain additional powers as described in the joint powers agreement establishing the Alameda CTC. Combining forces as Alameda CTC allowed ACTIA and ACCMA to eliminate redundancies and create efficiencies in planning, programs and project delivery and streamlined legislative, policy and funding efforts.

On November 2, 2010, Alameda County voters approved Measure F, authorizing ACCMA to administer the proceeds from a Vehicle Registration Fee (“VRF”), starting with registrations effective July 2011 with collection beginning in May 2011.

On January 23, 2014, Alameda CTC approved the 2014 Transportation Expenditure Plan. The 30-year Expenditure Plan will expand BART, bus and rail services within Alameda County, keep transit fares affordable for youth, seniors, and people with disabilities, provide traffic relief on city streets and highways using new technology, improve air quality, and create good quality, local jobs. On November 4, 2014, Alameda County voters approved Measure BB (supported by the 2014 Transportation Expenditure Plan), which augments and extends the existing transportation sales tax (Measure B) and provides nearly \$8 billion to fund implementation of the 30-year Expenditure Plan. Alameda CTC is responsible for administering the 2014 Transportation Expenditure Plan, including contract oversight, policy direction, financing, investment management, and coordinating projects with regional transit and transportation agencies and other project sponsors.

General information about Alameda CTC can be obtained by visiting www.alamedactc.org.

SECTION I

1. GENERAL CONDITIONS

A. Governing Law

This RFP summarizes the applicable laws and governance; when in conflict, applicable State/Federal requirements shall apply. The contract and legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of California.

B. Examination of Proposal Documents

By submitting a proposal, the proposer represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is capable of performing the work identified in [Appendix A](#) (Required Scope of Work, Deliverables, and Staffing).

C. Rights of Alameda CTC

This RFP does not commit Alameda CTC to enter into a contract, nor does it obligate Alameda CTC to pay for any costs incurred in preparation and submission of the proposal in anticipation of a contract. Alameda CTC also reserves the right to transfer certain services covered by this RFP in-house, to be performed by staff.

Alameda CTC may investigate the qualifications of any proposer, require confirmation of information furnished by the proposer, and/or require additional evidence or qualifications to perform the work described in this RFP from any proposer.

Further, Alameda CTC reserves the right to do each of the following, in any manner necessary to serve the best interests of Alameda CTC and the citizens of Alameda County:

1. Reject any or all proposal submittals.
2. Cancel this RFP in whole or in part.
3. Issue one or more subsequent Requests for Qualifications and/or RFPs.
4. Postpone opening of proposals for its own convenience.
5. Remedy technical errors in the RFP process.
6. Negotiate with any, all, or none of the proposers responding to this RFP.
7. Waive informalities and irregularities in any proposal.
8. Request additional information from proposer.
9. Issue Addenda to this RFP.

D. Work Scope Modifications

Alameda CTC reserves the right to request changes to staff and/or scope of work proposed in any of the proposals and to enter negotiations with any of the proposers regarding their submittal.

E. Pre-Award/Post-Award Audit

Alameda CTC reserves the right to perform pre-award and/or post-award audits.

The proposer shall be aware that if a pre-award audit is to be performed, full cooperation with the auditors is expected. The pre-award audit recommendations shall be incorporated into the contract.

If Alameda CTC permits the contract to be awarded based on a post-award audit requirement, the proposer shall agree to the following contract language below:

CONSULTANT acknowledges that this AGREEMENT and the cost proposal are subject to a post award audit. Based on any post award audit recommendations, the cost proposal and/or the total compensation figure shall be adjusted to conform to the audit recommendations. CONSULTANT acknowledges and agrees that individual cost items identified in the audit report may be incorporated into this AGREEMENT. Refusal by CONSULTANT to incorporate interim audit or post award recommendations will be considered a breach of the AGREEMENT and cause for termination of the AGREEMENT.

F. Conflict of Interest

By submitting a proposal, proposer represents and warrants that, for the term of the resulting contract, no member, officer or employee of Alameda CTC, or of a public body within Alameda County or member or delegate to the Congress of the United States, during their tenure or for one year thereafter, shall have any direct interest in any such contract or any direct or material benefit arising therefrom, as defined in California Government Code Sections 1090 *et seq.* and 87100 *et seq.* Prohibited interests include interests of immediate family members, domestic partners, and their respective employers or prospective employers.

The proposer further warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code Sections 1090 *et seq.* or 87100 *et seq.* during the performance of services under any contract resulting from this RFP and that it will not knowingly employ any person having such an interest. Violation of this provision may result in the contract being deemed void and unenforceable.

Proposers must provide a list of any potential conflicts of interest in working for Alameda CTC. This must include, but is not limited to, a list of your firm's clients who are cities in Alameda County, the County of Alameda, and/or transit or transportation agencies that operate and/or have projects in Alameda County, and a brief description of work for these clients. Identify any other clients that would pose a potential conflict of interest as well as a brief description of work you provide to these clients. This list must include all potential conflicts of interest within the year prior to the release of this RFP as well as current and future commitments to other projects.

On the contract resulting from this RFP, consultant key team members may be required to submit a California Fair Political Practices Commission (FPPC) Form 700: Statement of Economic Interests documenting potential financial conflicts of interest. For additional information, proposers should refer to the FPPC website at www.fppc.ca.gov/Form700.html.

After award, the successful proposer shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the agreement resulting from this and other Alameda CTC solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to Alameda CTC; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other project.

Proposer shall not engage the services of any subconsultant or vendor on any work related to this RFP if the subconsultant or vendor, or any employee of the subconsultant or vendor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this RFP.

If, at any time during the term of the contract resulting from this RFP, the consultant becomes aware of an organizational conflict of interest in connection with the work performed under such contract, the consultant shall immediately provide Alameda CTC with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The consultant shall immediately notify Alameda CTC of any organizational conflict of interest, whether actual or apparent, in connection with any political campaign activities engaged by or involving its firm that is, or may be, related to and/or otherwise impact: the Alameda CTC, its governing body, its projects and programs and/or its delivery of such project and programs. The consultant's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

G. Levine Act – Government Code Section 84308

As part of the Fair Political Practices Act that applies to elected officials who serve on appointed bodies such as the Alameda CTC Commission, the Levine Act prohibits any Alameda CTC Commissioners or Alternates who have received more than \$250 within the previous twelve months from a contributor from participating in or influencing the decision on awarding a contract with Alameda CTC. The Levine Act also requires a Commissioner or Alternate who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, Commissioners are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before Alameda CTC or for three months following the date of a final decision concerning the contract.

Applicants must disclose on the record any contribution of more than \$250 which they have made to any Alameda CTC Commissioner or Alternate within the twelve-month period preceding submission of their proposal. This duty applies to your company, any member of your team, any agents for you or other team members, and the major shareholders of any closed corporation, which are part of your team.

If you have made a contribution which needs to be disclosed, you must provide written notice of the date, amount and receipt of the contribution(s) to Alameda CTC's Executive Director. This information must be included in Levine Act Statement ([Appendix C](#)) in the submitted proposal.

H. Public Records

The RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code 6250 et seq.) unless exempt by law. The proposals will remain confidential until any resulting contract has been awarded and executed. Each proposer should give specific attention to the identification of those portions of its proposal that it considers to be confidential, proprietary commercial information or trade secrets, and provide justification as to why such materials, upon request, should not be disclosed by Alameda CTC under the Act.

If Alameda CTC receives a request pursuant to the Public Records Act for information marked by the proposer as "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes do not constitute trade secret information, by submitting a proposal, proposer agrees to indemnify, defend and hold harmless Alameda CTC, its officers,

agents and employees, from any judgment, fines, penalties, and award of attorney’s fees awarded against the Alameda CTC in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the Alameda CTC’s award of the contract. Proposer agrees that this indemnification survives as long as the trade secret information is in the Alameda CTC’s possession, which includes a minimum retention period for such documents.

Any language purporting to render the entire proposal or the cost proposal confidential or proprietary will be regarded as ineffective and will be deemed non-responsive.

I. Withdrawal of Proposal Submittal

A proposer may withdraw its proposal at any time before the expiration of the time for submission of proposal submittals as provided in this RFP by delivering to the Sole Point of Contact identified in [Section II.1.D](#) (Sole Point of Contact) a written request for withdrawal signed by, or on behalf of, the proposer’s binding official as identified in the [Section II.2.B](#) (Letter of Transmittal) included within the proposal.

J. Proposal Protest Procedure

A proposer who submits, or who plans to submit, a proposal may protest pursuant to the protest procedures applicable to this RFP in accordance with this **Section I.1.K**. Any attempted protest which fails to comply with this section shall be deemed to be an invalid protest and automatically denied.

1. Protests based on the content of the RFP shall be filed with the Sole Point of Contact within five (5) calendar days after the RFP is issued. Alameda CTC shall issue a written decision on the protest prior to opening the proposals.
2. Protests alleging a denial of due process or fundamental unfairness in the determination of the short list of most qualified firms shall be filed with the Sole Point of Contact within five (5) calendar days after such determination has been made available to the proposer.
3. Protests alleging a denial of due process or fundamental unfairness in the determination of the top-ranked firm for contract award shall be filed with the Sole Point of Contact within five (5) calendar days after such determination has been made available to the proposer.
4. Any protest shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest.
5. If a protest is timely filed with the Sole Point of Contact, Alameda CTC staff (potentially including consultants to Alameda CTC) will promptly initiate an investigation of the grounds of the protest. All proposers shall cooperate with any inquiries from Alameda CTC’s staff and consultants relating to the protest.
6. At the conclusion of its investigation, Alameda CTC staff shall prepare a written report, including a decision regarding the disposition of the protest, and provide a copy of such report to the protestor. The staff decision shall be final and conclusive unless the protestor requests a hearing pursuant to Item 7 below within five (5) calendar days after issuance of the report.
7. In the case of protests based on the content of the RFP (Item 1 above), protesters may request to appear and be heard before the Programs and Projects Committee (PPC) and/or the Commission prior to the opening of proposals. In the case of protests alleging a denial of due process or fundamental unfairness in the selection process (Items 2 and 3 above), protesters

may request to appear and be heard before one or more of the following, as determined by the Chair of the Commission in his or her discretion: (i) the Chair and/or Vice-Chair of the Commission, (ii) the PPC and/or the Commission, or (iii) a committee appointed by the Chair of the Commission. The individual or body conducting the hearing shall make a determination and take final action on the protest.

K. Equal Employment Opportunity

Proposer and its subconsultants shall not, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status deny benefits to any person nor unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of non-compliance, Alameda CTC may cancel, terminate or suspend the contract in whole or in part. The proposer may also be declared ineligible for further contracts with Alameda CTC.

Proposer and its subconsultants shall take affirmative action to ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination. Proposer and its subconsultants shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth the following provisions [29 USC § 623, 42 USC § 2000, 42 USC § 6102, 42 USC § 12112, 42 USC § 12132, 49 USC § 5332, 29 CFR Part 1630, 41 CFR Parts 60 *et seq.*].

L. Subconsultants

1. For the purposes of this RFP, “subconsultants” also refers to all firms, other than the prime consultant, proposed for performing work or incurring costs on the resulting contract; this includes all subconsultants, subcontractors and/or vendors, of any tier.
2. Nothing contained in this RFP and the resulting contract or otherwise, shall create any contractual relation between Alameda CTC and any subconsultants, and no subcontract shall relieve the proposer of their responsibilities and obligations hereunder. The proposer agrees to be as fully responsible to Alameda CTC for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the proposer. The proposer’s obligation to pay its subconsultants is an independent obligation from Alameda CTC’s obligation to make payments to the proposer.
3. Any subcontract entered into as a result of this RFP shall contain all the provisions stipulated in this RFP and resulting contract to be applicable to subconsultants.
4. Proposer shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the proposer by Alameda CTC.
5. Any substitution of subconsultants must be approved in writing by Alameda CTC’s Project Manager in advance of assigning work to a substitute subconsultant.

M. Iran Contracting Act

Pursuant to California Public Contract Code Sections 2200 et seq. (Iran Contracting Act of 2010), a proposer for a contract equal to or in excess of one million dollars (\$1,000,000) must certify, at the time of proposal submission, that such proposer is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. Proposer shall complete, sign and submit the Iran Contracting Act Certification ([Appendix C](#)).

N. Prevailing Wage and Department of Industrial Relations Registration Requirements

Work deemed to be “public works” under California law are subject to the prevailing wage requirements pursuant to the California Labor Code and will be subject to prevailing wage rate compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). Further, both the prime consultant and any member of the consultant team required to hold a contractor’s license to perform the work assigned to that team member must be registered with the DIR pursuant to Labor Code Sections 1725.5 and 1770 et seq. prior to submittal of any proposal. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to the Labor Code. Proof of such required registration for both the prime consultant and the specific team member holding the contractor’s license must be submitted with the proposal.

Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the DIR website at the following links:

- DIR FAQ: www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
- DIR Wage Determinations: www.dir.ca.gov/oprl/DPreWageDetermination.htm

O. Public Contract Code

In accordance with Public Contract Code Sections 10162, 10232, 10285, and 2202-2208, the proposer shall include a Public Contract Code Statement in its Letter of Transmittal as identified in the Section II.2.B.

2. CONTRACT REQUIREMENTS

The selected proposer will be required to sign Alameda CTC’s standard form professional services contract. The Alameda CTC Sample Professional Services Contract is available on the Alameda CTC website at www.alamedactc.org/contracting-forms and is incorporated herein as if attached. Alameda CTC reserves the right to substitute and/or modify the Alameda CTC Sample Professional Services Contract prior to contract execution with acceptance by both parties.

A. Exceptions to the Alameda CTC Sample Professional Services Contract

As noted above, proposers shall be prepared to accept the terms and conditions of Alameda CTC’s standard form contract. If a proposer desires to take exception to the terms of the standard form contract, the proposer shall provide the following information as a section of the proposal

identified as Exceptions to the Alameda CTC Sample Professional Services Contract Form ([Appendix C](#)):

1. Proposer shall clearly identify each proposed change to the contract, including all relevant Exhibits and Attachments.
2. Proposer shall furnish the reasons therefore as well as specific recommendations for alternative language.

Only exceptions that are included in the submitted proposals will be considered. No additional exceptions after proposal submissions will be considered during contract negotiations. Substantial exceptions to the contract may be determined by Alameda CTC, at its sole discretion, to be unacceptable and Alameda CTC will proceed with negotiations with the next highest ranked firm. See [Section II.3.F](#) (Award).

B. Invoicing Requirements

The selected proposer will be required to submit invoice forms as specified in Alameda CTC's standard professional services contract including any revisions.

C. Insurance Requirements

The selected proposer will be required to maintain insurance coverage, during the term of the contract, at the levels described in [Appendix E](#) (Insurance Requirement Form). Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in [Appendix E](#), within five (5) business days of Alameda CTC's notice to firm that it is the successful proposer. Such insurance shall add Alameda CTC, Union Pacific Railroad, California Public Utilities Commission, Alameda County Public Works Agency, Capitol Corridor JPA/Amtrak, San Joaquin Regional Rail Commission, and the Cities of Oakland, Berkeley, Emeryville, San Leandro, Hayward, Union City, Fremont, and Livermore, and their respective officers, employees and agents, as additional insured. Requests for waivers to Alameda CTC's insurance requirements should be submitted with the proposal using the form provided in [Appendix E](#). Alameda CTC will review any insurance exception requests from the selected proposer, and issue waivers at its discretion if the changes requested are determined to be acceptable. Compliance with all material insurance requirements will be assumed.

D. Cooperation

After contract award, the selected consultant shall carry out the instructions as received from Alameda CTC, which may include cooperation with Alameda CTC staff and members of its governing body (the Commission).

E. Identification of Documents

All reports and other documents completed as part of the resulting contract shall recognize the appropriate participating funds. Specific details will be provided to the successful proposer.

3. LOCAL BUSINESS CONTRACT EQUITY PROGRAM

This contract will be funded in whole or in part by Alameda CTC VRF, Measure B and/or Measure BB funds, or such funds in combination with other local funds, so consequently Alameda CTC's Local Business Contract Equity (LBCE) Program will apply. The LBCE Program establishes goals for award of professional service contracts to firms located within Alameda County. For professional services,

the LBCE Program has a Local Business Enterprise (LBE) goal of 70.0% and a Small Local Business Enterprise (SLBE) goal of 30.0%. Further details regarding this program, including requirements and forms, can be found on the Alameda CTC website at www.alamedactc.org/contract-equity, as well as lists of all currently certified LBE, SLBE, and Very Small Local Business Enterprise (VSLBE) firms. It is the responsibility of qualified firms which desire to work on contracts subject to the LBCE Program to ensure that they are appropriately certified by Alameda CTC on a timely basis. The prime contractor will be required to report LBE, SLBE, and VSLBE utilization with each invoice for payment.

Alameda CTC’s Certification Team is available to assist firms in meeting the LBE and SLBE goals:

Contact:	Certification Team	Mailing Address:	Alameda CTC
Telephone:	(510) 208-7460		c/o Certification Team
Fax:	(510) 893-6489		1111 Broadway, Suite 800
Email:	certification@alamedactc.org		Oakland, California 94607

All questions regarding certification should be directed to the Certification Team. Alameda CTC, upon the recommendation of the Certification Team, shall determine if the applicant meets the certification requirements. Certification applications should be submitted to the Certification Team at the above address. All firms utilized to meet an LBE and/or SLBE goal must be certified by the time of proposal submission, and proof of certification must be submitted with the proposal. Applications for LBE and/or SLBE certification will not be accepted with the proposal.

SECTION II

1. RFP INFORMATION

A. RFP Description

Alameda CTC intends to retain a professional services consultant team to provide Environmental and Design services for the Rail SEP. The SEP identifies at-grade safety treatments that can be implemented in the near-term to address existing safety issues along rail tracks and mitigate against future safety issues as rail services are expected to grow. The SEP will be implemented by Alameda CTC, however there will be considerable coordination with Program partners and stakeholders, including the Union Pacific Railroad (UPRR); the Cities of Berkeley, Oakland, San Leandro, Hayward, Union City, Fremont, and Livermore; the Alameda County Public Works Agency; passenger rail operators; and the California Public Utilities Commission (CPUC). The selected consultant team will provide professional services necessary to prepare final designs and bid documents for up to 56 at-grade crossings, acquire necessary right-of-way, and prepare environmental documents and technical studies in order to achieve CEQA clearance for all locations.

As part of a separate procurement, Alameda CTC is soliciting a consultant team to perform Program Management Oversight (PMO) for the SEP. The PMO consultant team will act as an extension of Alameda CTC staff to manage, oversee, and coordinate activities related to the SEP, including management of the consultants selected as part of this procurement. The consultant teams associated with both procurements will work closely with each other and with Alameda CTC staff to ensure successful delivery of the Program.

Proposers are advised that no proposer or proposed subcontractor responding to this RFP can also be on the PMO team for the SEP. Evaluation of team composition with regard to conflicts of interest will be done on a case-by-case basis. Also see Section I.1.F (Conflict of Interest) and Section II.3.A (Review for General Responsiveness). Proposals failing to satisfy the requirements in this RFP will not be considered.

B. Scope of Work

1. **Scope of Work, Deliverables, and Staffing** – The work to be performed under contract based on this RFP is described in [Appendix A](#) (Required Scope of Work, Deliverables, and Staffing) attached hereto and hereby incorporated herein.
2. **Period of Performance** – The anticipated period of performance for this contract is identified in the cover letter of this RFP.
3. **Method of Payment** – Compensation for this contract is anticipated to be based on specific rates of compensation but is subject to the terms and conditions established as a result of negotiations.

C. Reference Materials

Refer to [Appendix B](#) for reference materials (e.g., project reports, maps, diagrams, etc.).

D. Sole Point of Contact

Email inquiries (where permissible under the terms of this RFP) and proposal submissions shall be directed to the Sole Point of Contact. The Sole Point of Contact for all purposes of this procurement is as follows:

Name:	Alastair Powell	Mailing Address:	Alameda CTC
Title:	Associate Administrative Analyst		1111 Broadway, Suite 800
Telephone:	(510) 208-7438		Oakland, California 94607
Email:	apowell@alamedactc.org		

E. Pre-Proposal Meeting (Optional)

An optional, but recommended, pre-proposal meeting will be held at the Alameda CTC offices located at 1111 Broadway, Suite 800, Oakland, California as indicated in [Table 1](#) (RFP Schedule).

Prospective proposers do not have to attend this pre-proposal meeting in order to submit a proposal to this RFP; however, attendance by potential proposers and subconsultants is highly recommended and strongly encouraged. This pre-proposal meeting will be held jointly with separate and concurrent procurement Alameda CTC RFP No. R20-0005 for program management oversight of the SEP.

Consultants planning to attend are requested to register for the pre-proposal meeting using the RFP Registration Form identified in the cover letter of this RFP by 5:00 p.m. the day prior to the pre-proposal meeting.

F. Addenda/Clarifications

- A. It is the proposer’s responsibility to check for and review all addenda issued and posted by Alameda CTC on the RFP Web Page identified in the cover letter of this RFP. Proposers may

sign up for email notifications of important updates about this RFP, as well as register for the pre-proposal meeting, using the RFP Registration Form identified in the cover letter of this RFP.

Explanations or clarifications desired by potential proposers regarding the meaning or interpretation of the RFP may be requested in writing by or before the questions submission deadline; please email to the Sole Point of Contact (as identified in [Section II.1.D](#)) with subject line “Questions – Alameda CTC RFP No. R20-0006.” Responses to questions submitted by the deadline that may have a material impact on the proposal will be posted on the RFP Web Page identified in the cover letter of this RFP, as well as provided to firms registered to receive email notifications of important updates about this RFP.

G. RFP Schedule

Any reference in this RFP to a specific time shall refer to Pacific Time. All dates and times are subject to change at the discretion of Alameda CTC.

TABLE 1: RFP SCHEDULE

ACTIVITY	DATE/TIME
RFP issued.	February 21, 2020
Optional Pre-Proposal Meeting held at Alameda CTC offices. By 5:00 p.m. the day before the meeting, please register using the RFP Registration Form identified in the cover letter of this RFP.	March 10, 2020 3:00 p.m.
Deadline for proposers to submit questions. All questions must be directed by email to the Sole Point of Contact.	March 13, 2020 3:00 p.m.
Final Addendum issued, if necessary. Proposers may sign up for RFP email notifications using the Email Notifications and Pre-Proposal Meeting Registration Form identified in the cover letter of this RFP.	March 24, 2020
Due Date for Proposals and References Questionnaires. LATE SUBMISSIONS WILL NOT BE ACCEPTED. References shall submit the web-based References Questionnaire identified in the cover letter of this RFP by or before this deadline.	March 31, 2020 3:00 p.m.
Anticipated Proposal Review. Selection Review Panel evaluates proposals and develops short list of firms to interview, if necessary.	May 4, 2020
Interviews, if necessary.	May 14, 2020
Anticipated Final Evaluation and Determination of Top-Ranked Firm.	May 18, 2020
Contract Award Request to the Alameda CTC Commission.	July 23, 2020
Anticipated Contract Commencement.	August 21, 2020

PROPOSAL CONTENT AND FORMAT

A. General Instructions

By the proposal due date, interested proposers shall submit:

- **Technical Proposal** (written proposal, **without cost proposal or cost elements**): four (4) hard copies of the complete proposal, along with electronic files of the complete proposal in PDF format, except the Resources Form ([Appendix F](#)) shall be provided in source (i.e., XLS/XLSX) **and** PDF formats. All PDF documents must be formatted with Optical Character Recognition to ensure text is searchable and may be copied.
- **Cost Proposal** (**sealed separately** from the technical proposal and labeled “Cost Proposal Attachment,” as identified in [Section II.2.E.5](#)): One (1) hard copy of the complete cost proposal, along with electronic files of the complete proposal in source (i.e., XLS/XLSX) **and** PDF formats.

Electronic files may be submitted on CD or USB flash drive. Proposers who submit their proposals by mail should allow sufficient mailing and internal delivery time to ensure timely receipt by the Alameda CTC. Late submittals will not be accepted. Submissions transmitted by facsimile or email will not be accepted.

The hard copies, the CD or USB flash drive, and a separate sealed cost proposal envelope, must be submitted in a sealed envelope or container—stating, on the outside, the proposer’s name, address, telephone number; the RFP number and title; and proposal due date—and delivered to the Sole Point of Contact at the mailing address identified in [Section II.1.D](#) (Sole Point of Contact).

Proposals must be typed with a minimum 12-point font and submitted on 8½” x 11” paper with at least 1” margins, using a single method of fastening. The font requirement applies to all text except for charts, tables and graphs. When appropriate, double-sided printing is encouraged. Graphs, diagrams or organizational charts could be shown on 11” x 17” paper. 11” x 17” paper will be counted as two pages per side or four pages if double-sided. Proposals shall not exceed 16 pages (8 if double-sided), excluding sections or content as indicated in Table 2 (Page Limit Requirements).

Proposal content and completeness are most important. Clarity, organization, and conciseness are essential and will be considered in assessing the proposer’s capabilities. Proposals should only contain relevant information pertaining to the response of this RFP; marketing materials should not be included, unless appropriate. When organizing required forms and certifications, please collate by form type rather than by firm; e.g., an appendix for Levine Act Statement forms from all firms, with the prime consultant first, then in alphabetical order by firm name. If there is any reason that specific items are incomplete or not provided, proposers must include a justification for each item explaining why it was incomplete or not provided.

TABLE 2: PAGE LIMIT REQUIREMENTS

SECTION OR CONTENT	INCLUDED IN PAGE LIMIT
Proposal Covers	–
Letter of Transmittal (Section II.2.B)	–
Title Page (Section II.2.C)	–
Table of Contents (Section II.2.D)	–
Proposal Content (Section II.2.E) (Exceptions listed below)	✓
Proposal Content (Section II.2.E) (Exceptions to page limit)	–

<ul style="list-style-type: none"> • Detailed Schedule (Section II.2.E.1) • Resources Form (Appendix F) • Cost Proposal (Section II.2.E.5) 	
Performance Measures (Section II.2.F)	✓
References (Section II.2.G)	–
Required Forms and Certifications (Section II.2.H)	–
Resumes	– Resumes may be provided in an appendix to the proposal but may not exceed 2 pages each.
Design Samples (Optional and as applicable)	–
Writing Samples (Optional and as applicable)	–

B. Letter of Transmittal

An officer authorized to bind the proposer’s firm must sign the transmittal letter. The transmittal letter must include the following content and language:

1. Full list of the project team (including proposer and all subconsultants, subcontractors and/or vendors, of any tier) and detail any proposed joint venture arrangements such as revenue/profit sharing:
 - a. Company (LBE, SLBE, and/or VSLBE status, if any) – arrangements detail (if any)
2. Selection Process Lead (the primary point of contact during the selection process):
 - a. English honorific prefix (e.g., Mr./Ms.), Name, Title
 - b. Mailing address
 - c. Telephone number
 - d. Email address
3. Public Contract Code Statement (**no modification to this statement is allowed**):

Our firm (the “Prime Proposer”), hereby certifies under penalty of perjury under the laws of the State of California and the United States that neither Prime Proposer nor any subconsultant and/ or subcontractor hereunder, nor any firm affiliated with Prime Proposer or any subconsultant and/ or subcontractor hereunder, is (i) potentially subject to rejection of any bid pursuant to the provisions of Public Contract Code (“PCC”) section 10162; (ii) unable to truthfully sign a statement in the form required by PCC section 10232; (iii) suspended or potentially subject to suspension pursuant to PCC section 10285.1; (iv) ineligible to bid on a contract with a public entity for goods and services of \$1 million or more pursuant to PCC sections 2202-2208; or (v) not in compliance with any federal, state, and local laws and ordinances applicable to the work. Prime Proposer further represents and warrants that no portion of the work under the resulting agreement shall be subcontracted to or otherwise performed by any subconsultant and/ or subcontractor that meets any of the criteria set forth in subsections (i)-(v) above.
4. This letter is signed by an officer that is authorized to bind the proposer’s firm contractually and includes the following language:

This proposal is a binding offer to contract with Alameda CTC according to the requirements of this RFP for a period of one hundred twenty (120) days from the proposal due date.

C. Title Page

The title page must include the RFP number and title, the proposer’s firm and contact information (local address and telephone number), contact person and contact information (name, email, and telephone number), and the date.

D. Table of Contents

Provide a table of contents that includes a clear identification of the material by section and page number.

E. Proposal Content

Proposals must contain the following sections:

1. **Understanding the Required Scope of Work.** By presentation of a well-conceived work plan, this section of the proposal shall (i) establish that the proposer understands Alameda CTC’s objectives and work requirements and (ii) describe the proposer’s ability to satisfy those objectives and requirements. Additional items included that are not specifically requested in the RFP must be clearly described as “optional tasks” in this section and should also be included as separate line items in the cost proposal.
 - a. Succinctly describe the proposed approach for addressing the required work, outlining the activities that would be undertaken in completing the various tasks and specifying who would perform them. Include any underlying assumptions.
 - b. Provide a timetable for completing all work specified in [Appendix A](#) (Required Scope of Work, Deliverables and Staffing). Include, as a proposal appendix, a Detailed Schedule to support each task contained in the Scope of Work and to demonstrate your firm’s ability to provide services in an effective manner. The Detailed Schedule should show the expected sequence of tasks and subtasks, including durations for the performance of each task, subtask, milestones, submittal dates and review periods for each submittal.
 - c. Demonstrate understanding of the key risks and challenges for delivering the project, and discuss risk mitigation measures.
 - d. Identify key deliverables.
 - e. List all applicable standards required for the proposed services.
2. **Expertise.** This section shall describe how your firm’s expertise will be practically applied to fulfill the Scope of Work, including how the team will implement the contract, areas of consideration, and the rationale for the implementation approach.
 - a. Provide representation of work performed by your firm that are similar in nature to this project or elements of this project.
 - b. Discuss specific qualifications and technical expertise of the firm.
 - c. Identify any technical and/or procedural innovations that have been used successfully on other projects which may facilitate the performance of services and which may not have been specifically stated in this RFP.
 - d. Provide overall comprehensive approach for implementing and managing the full Scope of Work.

3. **Management Plan.** This section shall describe methods of project management.
 - a. Describe methods of planning, scheduling, and delivering tasks. Discuss coordination meeting strategies and how the team will provide up-to-date and accurate information to Alameda CTC for the duration of the contract.
 - b. Describe how management of the team members and subconsultants will be handled. Discuss management of budgetary controls and avoiding exceeding resources allocated for specific tasks.
4. **Staffing Plan and Availability.** This section shall include an organizational chart and identify key team members and the firm(s) associated with such team members. Key team members, also referred to as “key personnel” herein, denotes individuals, from any firm on the proposer team, that have key roles and responsibilities expected to remain the same throughout the duration of the contract.
 - a. Designate the principal-in-charge and the project manager who will serve as Alameda CTC’s key contacts throughout the duration of the contract, and (ii) the key team members for your proposed team. The proposed project manager will be a registered engineer in the State of California and have at least ten (10) years of experience in a project/contract manager role.
 - b. Describe the qualifications and expertise of the proposed project manager and the full team, including all subconsultants, in providing services for clients comparable to Alameda CTC. Full resumes may be included in the proposal appendices with the expectation that key team members will remain the same throughout the duration of the contract.
 - c. Proposers must also complete a Resources Form ([Appendix F](#)) and include as a proposal appendix.
5. **Cost Proposal.** Proposer shall submit, in hard copy and electronic files (i.e., XLS/XLSX and PDF formats), the following in one separately sealed envelope clearly labeled “Cost Proposal Attachment,” per all requirements of Cost Proposal Requirements Certification ([Appendix D](#)):
 - a. The overall price and budget, showing the level of effort and cost breakdown by tasks identified in the scope.
 - The budget should include an estimate of hours for each task and subtask, for all team members, along with their billing rates.
 - **Billing rates must be broken down into direct salary, fringe, overhead, and profit rates, if any.** Note that the profit and escalation rates for this contract may not exceed 8% and 5%, respectively.
 - **Non-labor expenses (direct expenses) must be itemized and broken down to show quantity and unit price.**
 - b. Provide cost breakdown by subconsultants, if any, and goal attainability, based on current certification at time of proposal submission.
 - The LBCE worksheet of the cost proposal must be accurate and consistent with the Breakdown of Costs and Expense Detail worksheets and will be the

basis for determining the percentage of participation toward each goal, excluding costs for any optional task(s) and/or phase(s).

- Only the value of the work actually performed by LBE, SLBE and/or VSLBE firms will be counted towards the applicable goals. **Alameda CTC will count expenditures to LBE, SLBE and/or VSLBE firms that perform a Commercially Useful Function per the proposal.** This includes the cost of equipment, supplies, and materials.
- c. Any additional tasks that are not specifically requested in the RFP must be clearly described as “optional tasks” and shown as On-Call Tasks line items.
6. The top-ranked proposer will be required to participate in negotiations which may result in revisions to the proposal. Also see Section II.1.B(3) (Method of Payment).

Additionally, prior to award of a contract, the successful proposer may be required to submit the firm’s most recent complete financial statements, including footnotes and auditor’s opinion or other financial instrument that would establish the firm’s ability to complete the obligations of the contract resulting from this solicitation.

F. Performance Measures

Provide a list of proposed performance measures that could be used during the course of the contract for Alameda CTC to evaluate the firm’s deliverables and services performed. If selected, these will be negotiated with Alameda CTC during contract negotiations and final performance measures will be incorporated into a professional services contract.

G. References

Using the Reference Request Form ([Appendix C](#)), for each key team member on the proposal, provide a minimum of three (3) references related to previous projects similar to this project, or elements of this project, on which the key team member had significant involvement within the past five (5) years. None of the references shall be from Alameda CTC. Project fact sheets and resumes may be provided in an appendix to the proposal and will not count toward the page-count limit.

The Reference Request Form is available at or from the RFP Web Page identified in the cover letter of this RFP and is incorporated herein as if attached. No modification to the form is allowed, other than entering the information requested. The prime proposer shall complete the Reference Request Form and include this form with its proposal in hard copy and electronic files.

The proposer is responsible for communicating to the referenced party the instructions and requirements for this process as outlined in this RFP, including the deadline for which References Questionnaire (identified in the cover letter of this RFP) are due to be submitted online, as indicated in [Table 1](#) (RFP Schedule).

H. Forms and Certifications

- I. Proposers **must** provide completed forms in their submittal as required in Table 3 and the RFP [Appendices](#). Please collate by form type rather than by firm; e.g., an appendix for Insurance Requirement Forms from all firms, with the prime consultant first, then in alphabetical order by firm name. If there is any reason that specific items are incomplete or not provided, proposers must include a justification for each item explaining why it was incomplete or not provided.

TABLE 3: REQUIRED FORMS AND CERTIFICATIONS

FORMS AND CERTIFICATIONS	SEPARATELY SEALED ENVELOPE	REQUIRED FOR PRIME CONSULTANT	REQUIRED FOR SUB-CONSULTANT
Section I.1.O – Public Works Contractor (PWC) Proof of Registration(s) with DIR	–	✓	✓
Section I.3 –LBE, SLBE, and/or VSLBE Proof of Certification(s)	–	✓	✓
Section II.2.G – Reference Request Form Part A is submitted with proposal <i>and</i> submitted to the reference	–	✓	If Applicable
Appendix C – Exceptions to the Alameda CTC Sample Professional Services Contract Form	–	Optional	–
Appendix C – Iran Contracting Act Certification	–	✓	✓
Appendix C – Levine Act Statement	–	✓	✓
Appendix C – Public Contract Code	–	✓	✓
Appendix C – Caltrans LAPM Exhibit 10-H4 (Cost Proposal – Prevailing Wages); required if applicable	✓	✓	✓
Appendix C – Cost Proposal Form B: <ul style="list-style-type: none"> • B1: Breakdown of Costs • B2: Cost Summary • B3: Contact Info by Firm • B4: LBCE Participation • B8: Unit Costs by Firm 	✓	✓	✓ Include in Prime Consultant’s Cost Proposal Form B.
Appendix C – Certification of Financial Management System and Contract Costs (Caltrans LAPM Exhibit 10-K)	✓	✓	✓ Required for all subconsultants of all tiers
Appendix D – Cost Proposal Requirements Certification	–	✓	–
Appendix E – Insurance Requirement Form	–	✓	✓
Appendix F – Resources Form in its entirety: <ul style="list-style-type: none"> • Key Staff Availability • Firm Participation Summary • Task Resource Summary • Alameda CTC Contracts Summary • Potential Conflicts of Interest 	–	✓	✓ Include in Prime Consultant’s Resources Form.

PROPOSAL EVALUATION/CRITERIA

A. Review for General Responsiveness

Alameda CTC staff, in consultation with Alameda CTC legal counsel if deemed necessary, will conduct an initial review of the proposals for general responsiveness and compliance with requirements of this RFP. Proposals failing to satisfy the requirements in this RFP will not be considered.

Any proposal that does not include enough information to permit the Selection Review Panel to rate the proposals in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in [Section II.2](#) (Proposal Content and Format), may be considered complete and generally responsive, if evaluation in every criterion is possible.

Alameda CTC reserves the right to request additional information from **responsible and responsive** proposers prior to evaluation.

B. Proposal Evaluation

A Selection Review Panel, which may be comprised of staff from Alameda CTC and representatives from outside agencies, will evaluate responsive proposals. The Selection Review Panel will then establish a short list of the most qualified firms based on the following Proposal Criteria, and schedule interviews with the firms on the short list, if deemed necessary.

C. Proposal Criteria – 100 Points Possible

The result of the selection process will be a recommendation that Alameda CTC award the contract to the top-ranked proposer, as determined by the Selection Review Panel. The following criteria and point system will be used to evaluate the proposals:

TABLE 4: PROPOSAL CRITERIA

PROPOSAL CRITERIA	MAXIMUM POINTS
1. Understanding the Required Scope of Work. Understanding of the RFP objectives, project needs, appropriate deliverables, schedule in accordance with the Scope of Work, and key risks and challenges as well as approach and mitigation measures.	30
2. Expertise. Qualifications and technical expertise of the proposer in performing related work; proposer’s experience in working with public agencies and familiarity with the related process; and method of approach.	20
3. Management Plan. Methods and strength of project management, including project communication, schedule and budget control, and quality assurance and quality control.	20
4. Staffing Plan and Availability. Appropriate staffing and organization of proposed team; qualifications and technical expertise of the team, particularly the project manager; key personnel’s level of involvement in performing related work; and assessments by client references as available. Capacity and ability to provide quality personnel in a timeframe that meets the needs of the contract and project.	20

5. Ability to Meet or Exceed Applicable LBE and SLBE Goals – As further described in Section I.3 (Local Business Contract Equity Program) this RFP and the resulting contract are subject to the LBCE Program established by Alameda CTC. The percentage of participation toward each goal shall be based on the cost proposal, excluding costs for any optional task(s) and/or phase(s). Such excluded costs may be shown as On-Call Tasks/Deliverables line items in the submitted Cost Proposal Form B.	10 (5 for each goal)
Total:	100

D. Proposer Interviews

Based on the initial technical scoring of the proposals, Alameda CTC, at its discretion, may select proposers from the short list for an interview. Final scoring to select the top-ranked proposer will be based on the interview criteria below and will not include the initial scoring of the technical proposals. If the Selection Review Panel determines that interviews are not necessary, proposers will be ranked based on the scoring of the technical proposals. The principal-in-charge, project manager and key team members should plan to attend the interview.

E. Proposer Interview Criteria – 100 Points Possible

The interview, if applicable, will be evaluated by a Selection Review Panel using the following criteria and point system:

TABLE 5: INTERVIEW CRITERIA

INTERVIEW CRITERIA	MAXIMUM POINTS
1. Understanding the Required Scope of Work.	20
2. Expertise.	20
3. Management Plan.	20
4. Staffing Plan and Availability.	20
5. Effectiveness of Interview. Overall interview discussions and presentation.	10
6. Ability to Meet or Exceed Applicable LBE and SLBE Goals , as further described in Section I.3 ; the percentage of participation toward each goal will be as calculated under Section II.3.C (Proposal Criteria).	10 (5 for each goal)
Total:	100

F. Award

The selection of the consultants shall be fair, open, and competitive using a qualifications-based selection process, and will be based on clearly stated objectives identified in this RFP and on demonstrated competence, professional qualifications, experience, and capabilities to perform the required scope of services identified in [Appendix A](#) (Required Scope of Work, Deliverables, and Staffing). Proposals will be evaluated and scored for accuracy and completeness of submittal and against the qualifications and other requirements listed in this RFP.

The Selection Review Panel will recommend award to the highest ranked proposers based on the final scoring from the Proposer Interview Criteria in [Section II.3.E](#) and will not include the initial scoring of the technical proposals. If the Selection Review Panel determines that interviews are not necessary, proposers will be ranked based on the scoring of the technical proposals. The top-ranked firm may be required to submit a revised cost proposal and/or technical or other revisions to its proposal as a result of negotiations with Alameda CTC. If negotiations with the top-ranked proposer are ultimately unsuccessful, or if the proposer declines the work offered, then negotiations will proceed with the second highest ranked proposer from the proposal list, and so forth until a proposer is selected.

APPENDICES

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A. REQUIRED SCOPE OF WORK, DELIVERABLES, AND STAFFING

GLOSSARY

TABLE A-1: GLOSSARY OF ACRONYMS AND TERMS	
ACRONYM	TERM
Alameda CTC	Alameda County Transportation Commission
ACTAC	Alameda County Technical Advisory Committee
CCO	Contract Change Order
CEQA	California Environmental Quality Act
CPM	Critical Path Method
CPUC	California Public Utilities Commission
EIR	Environmental Impact Report
MUTCD	California Manual on Uniform Traffic Control Devices
NEPA	National Environmental Policy Act
NTP	Notice to Proceed
PMT	Program Management Team
PPLC	Alameda CTC Planning, Policy, and Legislation Committee
PMO	Program Management Oversight
PS&E	Plans, Specifications & Estimate
RFP	Request for Proposal
RFI	Request for Information
RTL	Ready to List
QA/QC	Quality Assurance/ Quality Control
UPRR	Union Pacific Railroad

Introduction

Alameda CTC intends to retain a professional services consultant team to provide Environmental and Design services for the **Rail Safety Enhancement Program (SEP)**. Improving safety at rail crossings in Alameda County is an on-going need. There are about 10 fatalities on average every year along Alameda County rail tracks from either a collision at a highway-rail crossing or between crossings as a result of trespassing. At the same time, multiple recently completed plans at the local, regional, and state levels, identify growth potential for rail in the County. The SEP identifies at-grade

safety treatments that can be implemented in the near-term to address existing safety issues along rail tracks and mitigate future safety issues as rail services are expected to grow.

Through this RFP, Alameda CTC will contract services to advance phases of at-grade rail crossings through environmental and design phases (30%, 65%, 95%, 100%, and Final construction bid documents). Consultations with stakeholders and necessary approvals of jurisdictions along the rail corridors will be required, including, but not limited to: passenger rail operators, UPRR, the CPUC, and local cities.

The consultant shall perform all work necessary to produce the documents required to obtain approval of the PS&E package leading to RTL and participate in public outreach efforts if necessary. The jurisdictions, the CPUC, and UPRR, as the owners, operators, and regulators of the affected systems and rights-of-ways, will provide detailed comments during preparation of the documents. All Program services and deliverables must adhere to the applicable requirements of these agencies and other pertinent stakeholders. All work must be performed and work products prepared in a format and manner customarily anticipated by the appropriate approving stakeholders.

As part of a separate procurement, Alameda CTC is soliciting a consultant team to perform PMO for the SEP. The PMO consultants will act as an extension of Alameda CTC staff to manage, oversee, and coordinate activities related to the SEP, including management of the consultants selected as part of this procurement. The consultant teams associated with both procurements will work closely with each other and with the Alameda CTC PMT to ensure successful delivery of the Program.

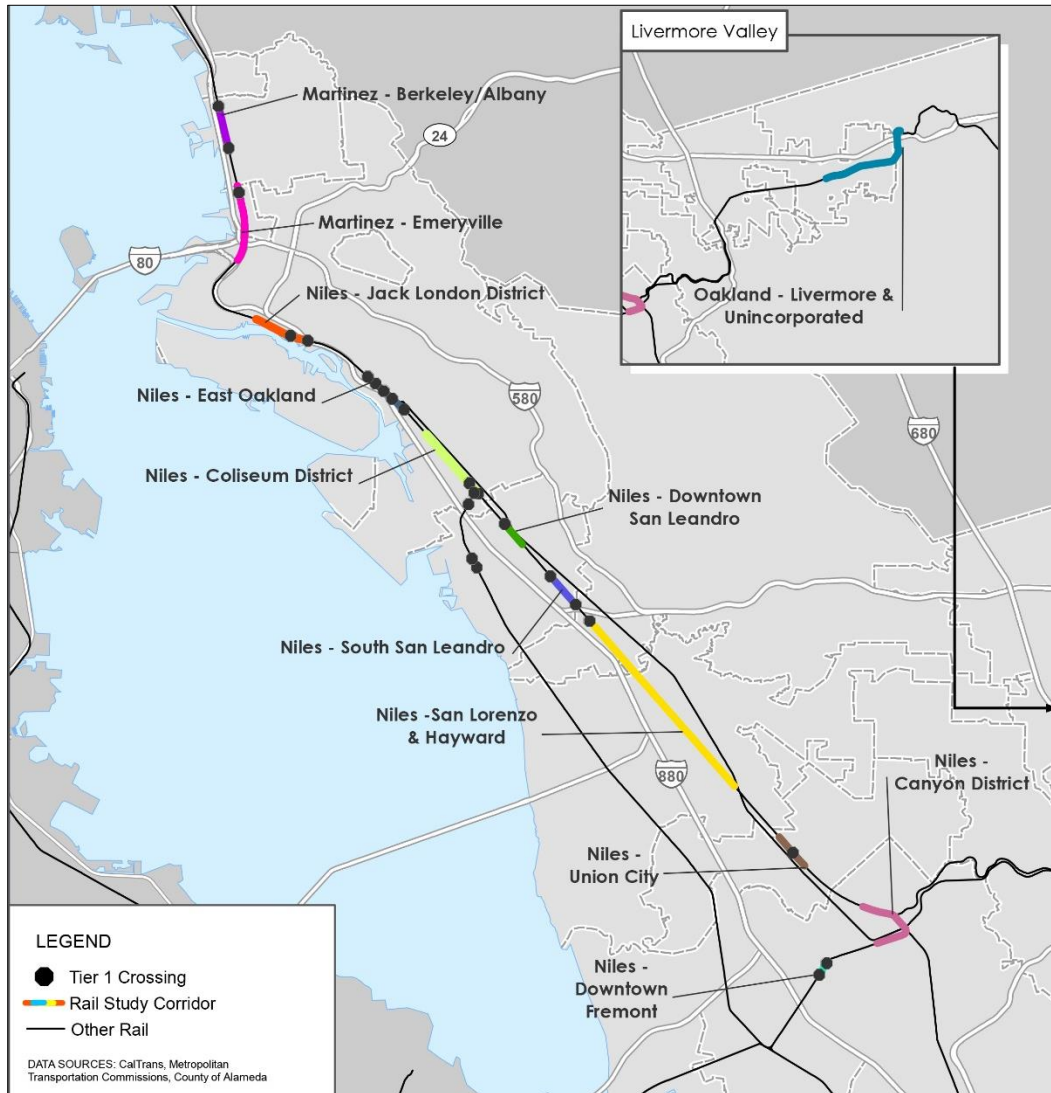
Background

As part of countywide goods movement and rail planning efforts, Alameda CTC staff conducted a high-level assessment of the County's public, mainline grade crossings. The objective of this assessment was to identify a list of high-priority crossings or collection of crossings referred to as corridors for funding advocacy and project development. The corridors include areas between individual crossings where trespassing can be an issue.

In November 2017 and February 2018, staff met with ACTAC to get input on the methodology used to screen crossings, review initial results, and share a toolkit resource. This analysis was used to identify safety concerns and prioritize the delivery of improvements at 133 at-grade rail crossings and 23 rail corridors in the County. This prioritization was based on safety, vehicle delay, emissions, and noise impacts, as well as whether or not the crossing is in a high-growth Priority Development Area or Community of Concern.¹ Application of this prioritization identified a set of Tier 1 crossings and corridors comprised of 56 crossings, as shown on Figure 1. The Alameda CTC Commission approved the results of this prioritization at its meeting on March 22, 2018. The Grade Crossing Analysis and Safety Improvements Update Memorandum and the grade crossing prioritization report are available in Appendix B (Reference Materials).

¹ Community of Concern refers to MTC's designation of communities that have a high concentration of both minority and low-income households or that have a high concentration of other factors including people with disabilities, seniors, can cost-burdened renters.

Figure 1. Rail Study Corridors and Tier 1 Crossings



Note: All crossings within the shown Rail Study Corridors are included in the 56 Tier 1 crossings of the SEP.

Following this work, existing safety conditions of the fifty-six (56) Tier 1 grade crossings in Alameda County were assessed and preliminary recommendations were developed in consultation with the jurisdictions for each crossing. Summary memos for this phase of the program are included in Appendix B (Reference Materials) and organized by jurisdiction. The fifty-six (56) grade crossings are located in multiple jurisdictions, including the Cities of San Leandro, Fremont, Hayward, Oakland, Union City, Berkeley, and Livermore as well as unincorporated Alameda County.

The SEP is currently in the conceptual design phase. Appendix B includes a list of the concepts currently associated with each crossing. As a preliminary estimate, the treatment concepts are anticipated to cost between \$55 and \$65 million to construct for the full program. Funding for construction is anticipated to be a mix of state and federal funds whereas funding for environmental and design will be local funds. The initial treatment concepts are currently being designed to the approximately 15% design level by a separate consultant. The design consultant should anticipate

building off of these plans to produce the 35% design documents. Draft 15% Basis of Design drawings for the Tennyson Area are included in Attachment B as an example.

The types of treatments identified so far are considered near-term, at-grade safety treatments not including grade separation work. The full program will implement different combinations of the following at each crossing:

- Track removal
- Driveway and/or side street closure
- Conversion of one-way couplet
- Pavement markings
- Roadway paving
- Dynamic envelope marking
- Signage upgrades
- Crossing panels
- Raised median
- Street lighting
- Four-quadrant gates
- Signal interconnect
- Pre-signal / queue cutter
- Pedestrian flashing lights and gates
- Sidewalk realignment, widening, repair
- Bike path realignment
- Pedestrian “Z” crossing
- Anti-trespass fencing
- Anti-trespass landscaping
- Closure of crossing

Scope of Work

The consultant shall be familiar with and will be responsible for providing and performing all activities necessary to successfully deliver the SEP through environmental clearance and the PS&E phase with an ultimate goal to achieve RTL. It is anticipated that the 56 crossings will likely move through development phases in groups of twelve (12) to twenty-eight (28) locations, and it is anticipated that the consultant will work with Alameda CTC’s PMT to strategize an efficient and effective delivery of the fifty-six (56) crossings.

The consultant should identify and explain the necessity for any additional tasks not within the scope of services detailed below, including any modified assumptions, required in order to successfully deliver the program.

The key components of the scope of services are as follows below. The consultant may add or modify tasks as needed to prepare a complete scope of services.

1. Project Management
2. Technical Studies and Environmental Clearance
3. Civil Surveying and Base Mapping
4. Right-of-Way Engineering, Acquisition Services, and Utility Agreements
5. Design Engineering and Bid Package Preparation
6. Design Support During Construction (Optional)

Task 1. Project Management

This task includes all work by the consultant to effectively manage the scope, cost, and schedule to ensure the successful delivery of the projects at each grade crossing and along corridors. This may include but is not limited to the following activities and deliverables identified below:

- A. Contract Administration:
 - 1. Prepare and submit monthly progress reports and invoices in conformance with Alameda CTC Sample Professional Services Contract and Alameda CTC Consultant Payment Request Forms.
 - 2. Prepare a monthly summary of total charges made to each task. This summary shall present the contract budget for each task, reallocated budget amounts, prior billing amount, current billing, total billed to date, and a total percent billed to date.
 - 3. Manage contract costs and resources.

- B. Project Control:
 - 1. Support the preparation of and adhere to a Program Implementation Plan that will be prepared by the PMO.
 - 2. Prepare a detailed CPM schedule, and submit an updated electronic file schedule on a quarterly or as-needed basis. Prepare, update, and submit a four-week Horizon Schedule at the regular progress meetings such as PMT Meetings.
 - 3. Develop and maintain a QA/QC Plan.
 - 4. Maintain project records.
 - 5. Prepare and maintain a Risk Management Plan.

- C. Project Communications:
 - 1. Support the preparation of and adhere to a Communication Plan that will be prepared by the PMO.
 - 2. Prepare and submit correspondence and memos, including all meeting minutes.
 - 3. Support and prepare materials as required for a program factsheet, web-page information, or other public materials to update the public and elected officials of program progress.
 - 4. Support and prepare materials as may be requested for meetings beyond those dictated as part of the delivery process including but not limited to: Alameda CTC Committee and or Commission meetings, city presentations, public outreach efforts, Advisory Committees, and other stakeholder meetings.
 - 5. Participate in public outreach meetings, including advance coordination activities, preparation of presentation materials, attendance, presenting, and preparing meeting summaries.

- D. Program Management Meetings:
 - 1. Participate in monthly PMT meetings.
 - 2. Support stakeholder meetings as needed.
 - 3. Conduct weekly status update meeting with Alameda CTC and the PMO to review budget, schedule, deliverables, action items, and risks.
 - 4. Conduct or participate in any coordination meetings with Alameda CTC and local agency stakeholders, as may be required to prepare required deliverables. Attend and participate in an on-site, diagnostic meeting for each project location. Diagnostic

meetings will be scheduled and led by the PMO. The consultant shall bring, at a minimum, a civil expert and a signal expert/electrical engineer.

Task 2. Technical Studies and Environmental Clearance

A strategy for environmental clearance of the SEP is available for download in Attachment B. The environmental strategy memorandum identifies the anticipated studies and environmental issues associated with improvements proposed at the 56 crossings, locations where a higher level of clearance is anticipated, and recommended groupings of crossings to consolidate environmental clearances. The consultant should assume this memorandum identifies the base scope of environmental work necessary, and all GIS data collected for use in this preliminary strategy memorandum will be made available to the consultant.

The consultant shall be responsible for all preparation of the environmental documents and technical studies identified in the environmental studies memo with the goal of achieving CEQA clearance. Technical studies and memoranda shall be prepared for use in a subsequent NEPA process, under the assumption that the Program will receive federal funding in the future. Additional studies or work not identified in the memorandum in Attachment B will be considered as additional services.

Task 3. Civil Surveying and Base Mapping

The consultant shall assemble and review existing data, obtain new field data, and prepare geometric drawings (base plans) for the 56 grade crossings in the Program. This may include but is not limited to the following activities and deliverables identified below:

- A. Compile existing as-builts, facility maps, and topographic information from jurisdictions, railroads, and utilities.
- B. Perform topographic field surveys, research and define existing right-of-way, and develop base plans to a scale of 1:20. Topographic surveys shall be performed to limits sufficient to permit final design of the details as shown in the 15% plans. The consultant shall obtain any necessary encroachment permits from pertinent agencies and/or entities to conduct these field surveys, including coordinating and paying for UPRR flaggers. Neither topographic aerial surveys nor aerial photographs will be acceptable as base plans. All base plans shall be surveyed to a minimum of fifty (50) feet beyond the extents of the crossing. Base plans shall be sufficient to show transitions to existing improvements and grades.
- C. Locate all existing roadway facilities within survey limits such as edge of pavement, top of curb, back of sidewalk, drainage facilities, right-of-way (ROW), etc., and show them on the base plans. All existing nearby structures, fences, driveways, wood poles, roadway signs, and streetlights shall be shown. All existing railroad facilities will be shown.
- D. Show all utility facilities on the base plans, profiles, and cross-sections, including the sewer, water, electric, gas, telephone, etc. Dip inlets, storm drain manholes, and sewer manholes within the limits of each site.
- E. The consultant shall submit for approval the proposed survey limits for each location.
- F. The consultant shall submit for approval a sample plan sheet and legend showing the proposed drawing scale, symbols, line work, and lettering for all existing and proposed improvements prior to plan preparation.
- G. Adjacent property information such as assessor's parcel number, owner name, and street address shall be shown. This information may be shown on a referenced schedule to assist in plan clarity.

- H. Send base plans and Utility Information Request Letter to all applicable utility companies after Alameda CTC and project partners have approved the transmittal letter, and provide evidence of mailing. The base plans shall be clearly marked with the project name and the transmittal letter shall clearly identify this project. Incorporate utility information provided by the utilities into the base map.

Task 4. Right-of-Way Engineering, Acquisition Services, and Utility Agreements

Consultant shall perform all the tasks and coordination necessary for preparing right of way engineering maps & other documentation, appraisals for the property rights needed, negotiating and acquiring property rights, completing right of way agreements, performing coordination with utility owners, preparing utility estimates, and preparing and processing all utility agreements necessary to support the designs.

For purposes of this RFP, consultant shall assume that right-of-way engineering and acquisition services will be required for up to 10 parcels.

Task 5. Design Engineering and Bid Package Preparation

The consultant shall provide professional and technical engineering services to design and develop construction bid documents for the SEP that accomplish Alameda CTC's goals and objectives for the program. This will include preparation of three (3) separate PS&E bid packages for the three (3) separate phases. Each phase will contain work across multiple jurisdictions, and the consultant shall incorporate local design standards and specifications as needed to gain local agency approval of the projects at each grade crossing and corridor.

PS&E shall be developed in compliance with the latest edition of the MUTCD, Caltrans Highway Design Manual, UPRR design standards, and City and County design standards. Consultant shall develop a sample plan sheet and seek approval from the PMO and Alameda CTC PMT before commencing design.

Work in that task may include, but is not limited to, the activities and deliverables identified below:

- A. Preliminary Engineering (35% Plans and Estimate): Based on the 15% drawings that Alameda CTC will provide at the onset, the consultant shall prepare 35% plans and estimate for the crossings. Plans shall be prepared on the consultant-prepared base map, using the approved sample plan sheet template. Consultant shall identify and prepare any technical reports or memorandum needed to support the identified design improvements.

Consultant shall follow the PMO-developed procedures for design review and comment. The 35% Plans and Estimate shall be circulated to Alameda CTC and local agency stakeholders for review and comment. The consultant shall prepare a combined comment matrix including all received comments. The consultant shall attend a comment review meeting to review and discuss the approach to addressing specific comments.

This work will be performed in three (3) groups, with three separate work efforts and associated submittals, on different schedules, as described earlier in this document.

Deliverables (per group): 35% Plans and Estimate (PDF and 8 hard copies, half-size)

Technical Studies (PDF and 8 hard copies)

Comment matrix (Excel and PDF)

- B. Final Design (65%, 95%, 100%, and Final PS&E): The consultant shall prepare plans, specifications, and estimates (PS&E) based on the 35% plans and comment matrix. The plans and technical specifications must accommodate different local agency and railroad requirements, including standard plans and material specifications. The consultant shall coordinate with participating agencies to acquire this information.

This work will be performed in three (3) phases, with three separate work efforts and associated submittals, on different schedules, as described earlier in this document.

Technical specifications shall be developed in Caltrans format, using Caltrans 2018 Standard Specifications. Local agency and railroad specifications shall be incorporated as needed to comply with local agency and railroad requirements. This may include modifying local agency specifications into Caltrans format. The consultant shall modify and complete the agency-supplied front-end boiler plate in order to prepare a complete specifications package, ready for bid.

Cost estimates shall be developed, utilizing appropriate contingencies at each level of design.

Consultant shall follow the PMO-developed procedures for final design review and comment. Each submittal except for Final (65%, 95%, and 100%) shall be circulated to the participating agencies for review and comment, and the consultant shall prepare a comment matrix summarizing all comments after each submittal. The consultant shall schedule and attend a comment review meeting to review and discuss the approach to addressing specific comments. The consultant shall prepare a written response to each comment received.

The consultant shall prepare all necessary technical documents, memos, and reports as may be required in support of the preparation of the PS&E packages. The design work and study items may include, but are not limited to: raised medians, driveway closures and/or relocations, track removal, pavement markings, crossing panels, roadway pavement and rehabilitation, fencing, drainage and BMPs, foundations, utilities, lighting, signals, signal timing, signing, striping, sidewalk repair/realignment/widening, pedestrian crossings, stage construction, transportation management plan, closure studies, storm water pollution prevention plan, quantities, and final bid documents for the SEP.

Deliverables (per group): 65%, 95%, 100%, and Final PS&E (PDF and 8 hard copies, half-size)

Technical Studies (PDF and 8 hard copies)

Comment matrix (Excel and PDF)

- C. GO-88b Applications: The consultant shall prepare a complete GO-88b application package for each of the fifty-six (56) locations. Each application package shall include all necessary attachments, including plans, graphics, calculations, and any other supporting information. The current status of traffic counts at each of the crossing is included in Appendix B.

The PMO will be responsible for coordinating directly with the CPUC. Each GO-88b application shall be modified based on feedback received from the PMO and the CPUC.

- D. Coordination and Permits: The PMO will lead the coordination with UPRR and CPUC. The consultant shall coordinate and support the PMO in their coordination with UPRR and CPUC, including by attending meetings, preparing exhibits and materials, and written and verbal correspondence. The consultant shall support the PMO in identifying and obtaining stakeholder and resource agency permits and approvals that may be necessary to construct treatments at a particular crossing. The foreseeable permits and approvals include, but are

not limited to: Alameda County Public Works Agency, Cities, Regional Water Quality Control Board, and the Bay Area Air Quality Management District.

- E. Design Bid Support Services: The consultant shall provide necessary support during advertisement and award of the construction contract. This task shall include, but is not limited to, responding to bid inquiries, analyzing bids, attending the pre-bid meeting, and making award recommendation.

Task 6: Design Support During Construction (Optional)

Upon authorization by Alameda CTC, the consultant shall provide design support during construction. The task shall include but is not limited to, reviewing shop drawings and responding to RFIs regarding the design, evaluating CCOs if requested, submittal reviews as required, construction observation as requested, attending construction meetings when requested, and preparation of record drawings based on Contractor-provided red lines.

APPLICABLE STANDARDS AND REVIEW

In case of conflict, ambiguities, discrepancies, errors or omissions among the reference materials obtained by the consultant from other agencies and/or entity, the consultant shall submit the matter to Alameda CTC through the PMO for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by the consultant before clarification by Alameda CTC and the PMO shall be at the consultant's risk. Such conflicts, ambiguities, discrepancies, errors or omissions among the references shall not give rise to a claim by the consultant for extra work unless the consultant can demonstrate that it has incurred additional expenses as a result thereof.

B. REFERENCE MATERIALS

The following information and documents related to this RFP are incorporated herein as if attached:

1. Grade Crossing Analysis and Safety Improvements Update Memorandum – March 2018
 - https://www.alamedactc.org/wp-content/uploads/2020/02/1_RailSEP_Grade_Crossing_Memo.pdf
2. Rail Strategy Study: Final Grade Crossing Prioritization Report
 - https://www.alamedactc.org/wp-content/uploads/2020/02/2_RailSEP_Grade_Crossing_Prioritization.pdf
3. Alameda Rail Corridor and Crossings Assessment – Berkeley
 - https://www.alamedactc.org/wp-content/uploads/2020/02/3_RailSEP_Berkeley_Grade_Crossings_Memo.pdf
4. Alameda Rail Corridor and Crossings Assessment – Oakland
 - https://www.alamedactc.org/wp-content/uploads/2020/02/4_RailSEP_Oakland_Grade_Crossings_Memo.pdf
5. Alameda Rail Corridor and Crossings Assessment – San Leandro
 - https://www.alamedactc.org/wp-content/uploads/2020/02/5_RailSEP_San_Leandro_Grade_Crossings_Memo.pdf
6. Alameda Rail Corridor and Crossings Assessment – San Lorenzo and Hayward
 - https://www.alamedactc.org/wp-content/uploads/2020/02/6_RailSEP_San_Lorenzo_and_Hayward_Grade_Crossings_Memo.pdf
7. Alameda Rail Corridor and Crossings Assessment – Fremont
 - https://www.alamedactc.org/wp-content/uploads/2020/02/7_RailSEP_Fremont_Grade_Crossings_Memo.pdf
8. Alameda Rail Corridor and Crossings Assessment – Union City
 - https://www.alamedactc.org/wp-content/uploads/2020/02/8_RailSEP_Union_City_Grade_Crossings_Memo.pdf
9. Alameda Rail Corridor and Crossings Assessment – Livermore
 - https://www.alamedactc.org/wp-content/uploads/2020/02/9_RailSEP_Livermore_Grade_Crossings_Memo.pdf
10. Initial Draft Treatment Concept by Crossing
 - https://www.alamedactc.org/wp-content/uploads/2020/02/10_RailSEP_Draft_Concepts.pdf
11. Draft Environmental Strategy Memorandum
 - https://www.alamedactc.org/wp-content/uploads/2020/02/11_RailSEP_Draft_Environmental_Strategy.pdf
12. Status of Traffic Counts by Crossing
 - https://www.alamedactc.org/wp-content/uploads/2020/02/12_RailSEP_Counts.pdf
13. Draft Basis of Design Drawings for Tennyson Area
 - https://www.alamedactc.org/wp-content/uploads/2020/02/13_RailSEP_Draft_BOD_Tennyson_Area.pdf

C. REQUIRED FORMS INCORPORATED BY REFERENCE

The following forms are required unless noted otherwise, incorporated herein as if attached, and available at www.alamedactc.org/contracting-opportunities:

1. Exceptions to the Alameda CTC Sample Professional Services Contract Form (optional)
2. Iran Contracting Act Certification Form
3. Levine Act Statement Form
4. Reference Request Form
5. Cost Proposal Form B
6. Caltrans LAPM Exhibit 10-H4 (Cost Proposal for Prevailing Wages, if applicable)
7. Consultant Annual Certification of Indirect Costs and Financial Management System (Caltrans LAPM Exhibit 10-K) with a date range (MM/DD/YY-MM/DD/YY format) in the Fiscal Period field, per the definition of fiscal period on the form

D. COST PROPOSAL REQUIREMENTS CERTIFICATION

IF PROPOSER IS UNABLE TO PROVIDE THE DOCUMENTS LISTED BELOW, PROPOSER SHOULD **NOT** SUBMIT A PROPOSAL TO ALAMEDA CTC.

1. Caltrans LAPM Exhibit 10-H4 (Cost Proposal – Prevailing Wages; see [Appendix C](#)) for prime consultant and all subconsultants.
2. Cost Proposal Form B (see [Appendix C](#)) for prime consultant and all subconsultants.
3. Caltrans LAPM Exhibit 10-K (Annual Certification of Indirect Costs and Financial Management System; see [Appendix C](#)) for prime consultant and all subconsultants. The most recent Fiscal Year End (FYE) Indirect Cost Rate (ICR) must be submitted; i.e., the 2019 FYE ICR must be submitted unless only the 2018 FYE ICR is available.
4. List of all subconsultants and/or vendors with contact information, including: (a) firm name (LBE, SLBE, and/or VSLBE status); (b) contact name, title; (c) mailing address; (d) telephone number; and (e) email address.

All forms and documents are available at or from the RFP Web Page identified in the cover letter of this RFP and are incorporated herein as if attached.

PLEASE CERTIFY THAT THE COST PROPOSAL ATTACHMENT COMPLIES WITH THE REQUIREMENTS LISTED ABOVE BY PROVIDING THE PROPOSER'S AUTHORIZED SIGNATURE BELOW:

AUTHORIZED SIGNATURE

DATE

NAME AND TITLE

COMPANY NAME

COMPANY ADDRESS

E. INSURANCE REQUIREMENT FORM

Part A – Certification

The selected consultant and its subconsultants and subcontractors under the resulting contract shall, at such firms' own expense, obtain and maintain in effect at all times the types of insurance, as identified in **Part C**, against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this contract. Any firm unable to meet any of the required minimum insurance coverages listed in **Part C** must complete **Part B** to request for exception to the such insurance requirements. **IF SUCH EXCEPTIONS ARE NOT REQUESTED IN PART B WITH THE PROPOSAL, COMPLIANCE WITH THE INSURANCE REQUIREMENTS WILL BE ASSUMED AND WAIVERS WILL NOT BE CONSIDERED AT A LATER TIME.** This form must be completed and submitted in its entirety.

By signing below, you acknowledge and agree to provide the required Proof of Insurance providing verification of the minimum insurance requirements listed in Part C within five (5) business days of Alameda CTC's notice to the prime consultant that it is the successful proposer.	
Alameda CTC RFP No.:	R20-0006
Authorized Signature:	
Name and Title:	
Company Name:	
Date:	

Part B – Insurance Exception Request

Identify the specific insurance provision for which an exception is being sought, if any, and the requested revision(s) in the table below.

Insurance Provision	Insurance Exception Request Detail

Part C – Insurance Requirements for the Resulting Agreement (AGREEMENT)

The following additional insured and insurance coverage is required for this AGREEMENT:

- Commercial General Liability – \$1,000,000 combined single limit per occurrence with \$2,000,000 general aggregate, and \$1,000,000 Personal & Advertising Injury.
- Workers’ Compensation as required by law, and Employer’s Liability – \$1,000,000 each accident, \$1,000,000 for each employee for bodily injury by disease, and \$1,000,000 overall limit for bodily injury by disease.
- Unmanned Aerial Vehicle Insurance – \$1,000,000 combined single limit per occurrence (as applicable; see **Paragraph 6**).
- Professional Liability – \$2,000,000
- Automobile Liability – \$1,000,000 combined single limit per occurrence.
- Umbrella Insurance – \$1,000,000
- Deductible Maximum (all policies) – \$50,000 deductible or self-insured retention.
- Additional Insureds – ALAMEDA CTC and the following agencies, and their respective officers, employees and agents:
Union Pacific Railroad, California Public Utilities Commission, the County of Alameda, and the Cities of Oakland, Berkeley, Emeryville, San Leandro, Hayward, Union City, Fremont, and Livermore.
- Cyber and Privacy Insurance – \$1,000,000 (if checked, **Paragraph 7** applies hereto).

The insurance requirements for this AGREEMENT, including for coverage limits and additional insured, are described herein. CONSULTANT and its subconsultants and subcontractors shall carry and maintain all such insurance coverage throughout the entire term of this AGREEMENT, except as may be specified elsewhere in this appendix. Requests for waivers to any of the insurance requirements set forth in this AGREEMENT with respect to the CONSULTANT or any subconsultant shall be submitted in writing to ALAMEDA CTC prior to the start of work or costs incurred by the CONSULTANT or such subconsultant. ALAMEDA CTC will review any insurance exception requests and may issue written approval of such waivers at its discretion. All policies will be issued by insurers with a current A.M. Best’s rating of A or better, with a Financial Size Category of VIII or better. The insurance requirements as to the types of limits of insurance coverage, to be maintained by CONSULTANT and its subconsultants and subcontractors, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant hereto, including, but not limited to, liability assumed pursuant to indemnification.

1. Commercial General Liability Insurance. CONSULTANT shall carry and maintain occurrence-based Commercial General Liability Insurance and maintain aggregate limits of liability equal to or greater than the minimum coverage for such insurance shown in this appendix. Such insurance shall name additional insureds identified in the above table, along with any other permitting or responsible agency subsequently identified by ALAMEDA CTC. The policy shall include an endorsement providing that such insurance is primary and non-contributory with respect to any insurance or self-insurance that is carried and maintained by ALAMEDA CTC or any other additional insured. Such insurance shall include, but shall not be limited to, (a) protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property arising from work under this AGREEMENT performed by CONSULTANT, its agents, representatives, or employees, and (b) blanket contractual liability on all written contracts, including this AGREEMENT.

2. Automobile Liability Insurance. CONSULTANT shall carry and maintain occurrence-based Automobile Liability Insurance with limits equal to or greater than the minimum coverage for such insurance shown in this appendix for all automobiles owned, used or maintained by the CONSULTANT and its officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles (ISO form CA 0001 covering any auto, code 1). Such insurance shall name additional insureds identified in the

above table, along with any other permitting or responsible agency subsequently identified by ALAMEDA CTC. The policy shall include an endorsement providing that such insurance is primary and non-contributory with respect to any insurance or self-insurance that is carried and maintained by ALAMEDA CTC or any other additional insured. Such automobile liability coverage may be, but is not required to be, provided as part of the liability insurance described above.

3. Umbrella Insurance. CONSULTANT shall carry and maintain Umbrella Insurance with limits equal to or greater than the minimum coverage for such insurance shown in this appendix, providing excess limits over Employer's Liability, Automobile Liability, Commercial General Liability, and Unmanned Aerial Vehicle (UAV) Insurance (if applicable).

4. Professional Liability Insurance. CONSULTANT shall carry and maintain Professional Liability Insurance for errors and omissions in an amount equal to or greater than the minimum coverage shown in this appendix. If such policy is written on a claims-made (rather than an occurrence) basis, CONSULTANT shall maintain continuous coverage in effect for the Term of Agreement shown on page one of this AGREEMENT for at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. Such policy shall include a contractual liability endorsement on all written contracts, including this AGREEMENT.

5. Workers' Compensation Insurance. CONSULTANT shall carry and maintain Workers' Compensation Insurance as required by California Law, covering all work performed by CONSULTANT under the AGREEMENT, and all CONSULTANT's personnel performing services under the AGREEMENT. CONSULTANT shall carry and maintain Employer's Liability Insurance in an amount equal to or greater than the minimum coverage shown in this appendix, and any and all other coverage of the CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of ALAMEDA CTC. Such Workers' Compensation Insurance and Employer's Liability Insurance may be waived, if, and only for as long as, CONSULTANT is a sole proprietor with no employees.

6. Unmanned Aerial Vehicle (UAV) Insurance. If CONSULTANT or any subcontractor, or anyone working on their behalf, utilizes any unmanned aircraft, aerial vehicle or drone (each a "UAV") as part of the services performed under this AGREEMENT, CONSULTANT shall carry and maintain, or cause the operator of the UAV to carry and maintain, occurrence-based UAV Insurance and maintain aggregate limits of liability equal to or greater than the minimum coverage for such insurance shown in this appendix. Such insurance shall name additional insureds identified in the above table, along with any other permitting or responsible agency subsequently identified by ALAMEDA CTC. The policy shall include an endorsement providing that such insurance is primary and non-contributory with respect to any insurance or self-insurance that is carried and maintained by ALAMEDA CTC or any other additional insured. Such insurance shall include, but shall not be limited to, (a) protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property arising from use of UAVs under this AGREEMENT, (b) protection against claims arising from violation of privacy injury arising from use of UAVs under this AGREEMENT, and (c) blanket contractual liability on all written contracts, including this AGREEMENT. UAV Insurance may be provided under Commercial General Liability Insurance if such policy contains a separate endorsement for such UAV coverage. Any entity or individual who operates a UAV as part of performing services under this AGREEMENT must be properly certified and registered with the Federal Aviation Administration ("FAA") and follow all applicable FAA rules and regulations.

7. Cyber and Privacy Insurance. If the applicable box is checked in the above table hereof, this **Paragraph 7** shall apply to this AGREEMENT. CONSULTANT shall maintain cyber risk coverages including network and internet security liability coverage, privacy liability coverage, first party privacy coverage, and media coverage. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form. If

such policy is written on a claims-made (rather than an occurrence) basis, CONSULTANT shall maintain continuous coverage in effect for the Term of Agreement shown on page one of this AGREEMENT for at least one (1) year beyond the termination or completion of services.

8. Deductible. A deductible or self-insured retention is permissible on all policies, provided that such deductible shall not exceed the amount shown in this appendix. Further, if CONSULTANT's insurance policy includes a self-insured retention, nothing shall prevent any of the parties to this AGREEMENT from satisfying or paying the self-insured retention. If CONSULTANT's insurance policy states that the self-insured retention must be paid by a named insured as a precondition of the insurer's liability (or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers, do not serve to satisfy the self-insured retention), such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this AGREEMENT.

9. Proof of Insurance. CONSULTANT shall provide insurance certificates and policy endorsements (collectively, "PROOF OF INSURANCE") evidencing CONSULTANT's policies described in this appendix to ALAMEDA CTC within ten (10) calendar days of the execution of this AGREEMENT. Neither CONSULTANT nor any of its subconsultants shall perform any work under this AGREEMENT prior to ALAMEDA CTC's receipt of all required proof of insurance for CONSULTANT. Further, CONSULTANT shall provide PROOF OF INSURANCE for each subconsultant under this AGREEMENT not less than ten (10) calendar days prior to any work being performed by such subconsultant. All PROOF OF INSURANCE shall provide for not less than thirty (30) calendar days' prior written notice to ALAMEDA CTC of any cancellation, non-renewal or material change of coverage in the policy or policies, except it may provide for not less than ten (10) calendar days' prior written notice to ALAMEDA CTC of any cancellation due to non-payment, and shall further provide that ALAMEDA CTC will not be responsible for any premiums or assessments on any policy. At least five (5) business days prior to the expiration date of any policy of insurance carried by CONSULTANT or any subconsultant as required by this AGREEMENT, CONSULTANT shall provide PROOF OF INSURANCE confirming that the policy has been extended or a replacement policy has been obtained. If any PROOF OF INSURANCE is not provided in a timely manner as provided in this **Paragraph 9**, ALAMEDA CTC shall withhold twenty-five percent (25%) of all payments made to CONSULTANT until such document(s) are provided to ALAMEDA CTC.

10. Maintenance of Insurance. If CONSULTANT fails to maintain all insurance required by this AGREEMENT, ALAMEDA CTC, at its option, may order the CONSULTANT to suspend work at CONSULTANT's expense until such time as CONSULTANT provides required documentation to ALAMEDA CTC as evidence that all required insurance policies are in effect. If any subconsultant fails to maintain all insurance required by this AGREEMENT, ALAMEDA CTC, at its option, may order the CONSULTANT to suspend work by said subconsultant at CONSULTANT's expense until such time as CONSULTANT provides required documentation to ALAMEDA CTC as evidence that all of the subconsultant's required insurance policies are in effect.

11. Subconsultants' Insurance Requirements. The provisions of this appendix are applicable to all subconsultants hereunder, regardless of tier and subcontract amount. As provided in **Paragraph 9** above, CONSULTANT shall provide PROOF OF INSURANCE for their subconsultants' insurance which meets the above specifications to ALAMEDA CTC, or evidence that the subconsultant(s) have been named in the CONSULTANT's applicable policy as additional insured(s) if said policy allows such addition, prior to such subconsultant performing any work under this AGREEMENT, and thereafter so long as such subconsultant is performing work under this AGREEMENT.

F. RESOURCES FORM

PRIME PROPOSER MUST SUBMIT A RESOURCES FORM

The Resources Form is available at or from the RFP Web Page identified in the cover letter of this RFP and is incorporated herein as if attached. The completed form should include the details for all team members (prime proposer and subconsultants/subcontractors if any). The prime proposer shall submit the following in hard copy and electronic files (i.e., XLS/XLSX **and** PDF formats):

1. **Key Staff Availability.** Provide sufficient detail to describe each individual's specific roles/responsibilities for this contract, a description of the benefits the person brings to the team, and their availability over the duration of this contract as to provide assurance to their ability to perform the requested services in a responsive and timely manner. List the name and company for all clients utilized as a reference under the Reference Request Form for each key staff.
2. **Firm Participation Summary.** For firms with multiple offices, proposals must identify all locations from which resources are anticipated to be used. Clearly include a listing of any lawsuit or litigation and the result of that action resulting from (a) any services provided by the proposer or by its subconsultants where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the proposer or its insurers within the last five years. Firms providing services subject to prevailing wage requirements must include proof of registration with the DIR.
3. **Task Resource Summary.** A table of estimated hours by task and firm (prime proposer and all subconsultants) should be provided, including the percentage of the total contract hours that each firm will spend on the contract. Total estimated hours should be provided for each task and for each firm.
4. **Alameda CTC Contracts Summary.** Provide a summary of all contracts that members of your team (including subconsultants) have held with Alameda CTC in the past three years.
5. **Potential Conflicts of Interest.** Proposers must provide a list of any potential conflicts of interest in working for Alameda CTC. This must include, but is not limited to, a list of your firm's clients who are cities in Alameda County, the County of Alameda, and/or transit or transportation agencies that operate and/or have projects in Alameda County, and a brief description of work for these clients. Identify any other clients that would pose a potential conflict of interest as well as a brief description of work you provide to these clients. This list must include all potential conflicts of interest within the year prior to the release of this RFP as well as current and future commitments to other projects.