



**REQUEST FOR PROPOSALS
ALAMEDA CTC RFP NO. R22-0012
EAST BAY GREENWAY PHASE 1 PROJECT
PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) SERVICES**

June 15, 2022

The Alameda County Transportation Commission (Alameda CTC) invites you to submit a proposal to provide plans, specifications and estimates (PS&E) services for the East Bay Greenway Phase 1 Project. The anticipated performance period is for an initial period of twenty-four (24) months from December 2022 to December 2024 with options for up to 2 additional years of service.

This contract will be funded with Vehicle Registration Fee (VRF) Revenue, Measure B, and/or Measure BB funds, or such funds in combination with other local funds. As such, the Alameda CTC Local Business Contract Equity (LBCE) Program will apply. The LBCE Program's goals for professional services are 70.0% for Local Business Enterprise (LBE) firms and 30.0% for Small Local Business Enterprise (SLBE) firms. This contract is not subject to a Disadvantaged Business Enterprise Program.

Responses should be submitted in accordance with the requirements and instructions set forth in this 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 Online Pre-Proposal Meeting is scheduled for Friday, June 24, 2022, at 3:00 p.m. Pacific Time (PT); use the below RFP Registration Form to register and the Pre-Proposal Meeting Link to attend.

Proposals are due on Tuesday, July 19, 2022, at 3:00 p.m. PT.

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

RFP Registration Form: <https://forms.gle/QmK6TrTaUypLh6Rs7>

Pre-Proposal Meeting Link:

<https://us06web.zoom.us/j/85240582578?pwd=OHFWVG9MTW51eTJ2RUdVT0Nzakk5Zz09>

Reference Questionnaire: <https://forms.gle/VfsaWJ7STDa7uYjo6>

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

Sincerely,

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

Gary Huisingh
Deputy Executive Director of Projects

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Alameda County Transportation Commission

REQUEST FOR PROPOSALS

Alameda CTC RFP No. R22-0012

East Bay Greenway Phase 1 Project

Plans, Specifications, and Estimates (PS&E) Services

Date Issued: Wednesday, June 15, 2022

Alameda County Transportation Commission

1111 Broadway, Suite 800

Oakland, California 94607

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INTRODUCTION

The 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 and use 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 for revenue operations 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 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 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 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 was designed to 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 resulting 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: 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. 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 Alameda CTC in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives Alameda CTC's award of the contract. Proposer agrees that this indemnification survives as long as the trade secret information is in 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.

H. 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.

I. 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.J**. 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 at their 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.

J. 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.*].

K. 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 relationship 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 the Alameda CTC Project Manager in advance of assigning work to a substitute subconsultant.

L. 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 Section II.2.B.

M. 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 Determination: www.dir.ca.gov/oprl/DPreWageDetermination.htm

N. Proposers’ Responsibility for Completeness and Accuracy of Proposal and Exhibits

Each proposer is fully responsible for ensuring that the entirety of its proposal, including but not limited to (i) all forms and certifications required pursuant to [Section II.2.H](#), and (ii) any portion of said proposal, forms, or certifications prepared or submitted by any proposed subconsultants, is complete and accurate.

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 ten (10) calendar days of the execution of the contract arising from this RFP. 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; 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%.

These are goals, not requirements, for the resulting contract(s), and accordingly, firms that do not meet these goals remain eligible for the list of pre-qualified firms and for selection as the top ranked firm or firms.

Further details regarding this program 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 firms which desire to have participation counted toward the LBCE Program goals to ensure that they are appropriately certified by Alameda CTC on a timely basis. The prime contractor will report LBE, SLBE, and VSLBE utilization with each invoice for payment as applicable.

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

Certification Team
(510) 208-7460
certification@alamedactc.org

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 email 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 or consultant team to develop plans, specifications, and estimates (PS&E) for the East Bay Greenway Phase 1 Project.

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 will be for an initial period of 24 months, from December 9, 2022 to December 31, 2024, with the option to continue for 2 additional years of service through December 31, 2026.
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**

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

Name: Valerie Vijil
Title: Senior Administrative Analyst
Email: vvijil@alamedactc.org
Telephone: (510) 208-7491

E. **Pre-Proposal Meeting (Optional)**

An optional, but recommended, pre-proposal meeting will be held online as indicated in [Table 1](#) (RFP Schedule).

Prospective proposers do not have to participate in this pre-proposal meeting in order to submit a proposal to this RFP; however, participation by potential proposers and subconsultants is highly recommended and strongly encouraged.

Consultants planning to participate 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. Participants may join the pre-proposal meeting using the Pre-Proposal Meeting Link identified in the cover letter of this RFP.

F. Addenda/Clarifications

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 by the questions submission deadline, in writing via email to the Sole Point of Contact (as identified in [Section II.1.D](#)) with subject line “Questions – Alameda CTC RFP No. R22-0012.” 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.	June 15, 2022
Optional Pre-Proposal Meeting held online. By 5:00 p.m. the day before the meeting, please register using the RFP Registration Form and join using the Pre-Proposal Meeting Link, both identified in the cover letter of this RFP.	June 24, 2022 3:00 p.m.
Deadline for proposers to submit questions. All questions must be directed by email to the Sole Point of Contact.	June 30, 2022 3:00 p.m.
Final Addendum issued, if necessary. Proposers may sign up for RFP email notifications using the RFP Registration Form identified in the cover letter of this RFP.	July 12, 2022
Due Date for Proposals and Reference Questionnaires. LATE SUBMISSIONS WILL NOT BE ACCEPTED. References shall submit the web-based Reference Questionnaire (identified in the cover letter of this RFP) by or before this deadline.	July 19, 2022 3:00 p.m.
Anticipated Proposal Review. Selection Review Panel evaluates proposals and develops short list of firms to interview, if necessary.	September 1, 2022
Interviews, if necessary.	September 13, 2022
Anticipated Final Evaluation and Determination of Top-Ranked Firm.	September 14, 2022
Contract Award Request to the Alameda CTC Commission	December 1, 2022
Anticipated Contract Commencement.	December 9, 2022

2. 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**): the complete set of electronic files comprising the proposal in PDF format, except the Resources Form ([Appendix D](#)) which 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 (in a separate digital folder** from the technical proposal and labeled “Cost Proposal,” as identified in [Section II.2.E.5](#)): the complete set of electronic files comprising the cost proposal in source (i.e., XLS/XLSX) and PDF formats.

Electronic files shall be sent via email attachment or file sharing service. Proposers can send up to 20 MB in email attachments per email. If the email being sent has more than one email attachment, the email attachments cannot add up to more than 20 MB. Proposers may send multiple emails. Files should be clearly named. Proposers should allow sufficient delivery time to ensure timely receipt by Alameda CTC. Late submittals will not be accepted. Submissions transmitted by facsimile or hard copies will not be accepted.

The files must be submitted to the Sole Point of Contact at the email address identified in [Section II.1.D](#) (Sole Point of Contact) in an email with a subject line containing the RFP number and title and with the body containing the proposer’s name, address, and telephone number.

Proposals must be typed with a minimum 12-point font and submitted on 8½” x 11” pages with at least 1” margins. The font requirement applies to all text except for charts, tables and graphs. Graphs, diagrams or organizational charts could be shown on 11” x 17” pages. An 8½” x 11” page counts as one page and an 11” x 17” page counts as two pages. Proposals shall not exceed 20 pages, 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 Debarment and Suspension Certification 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 D) • 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) calendar 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 and the rationale for the implementation approach. Outline the activities that would be undertaken in completing the various tasks (including subtasks) and specify 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, and identify, the key risks and challenges for delivering the project, and discuss risk mitigation measures for the aforementioned.
 - d. 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 areas of consideration and how your firm will implement the contract.
 - 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.
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. 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 and are expected to remain the same throughout the duration of the contract.
 - a. Designate (i) 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 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 D](#)) and include as a proposal appendix.
5. **Cost Proposal.** Proposer shall submit, in XLS/XLSX and PDF formats, the following in a separate digital folder clearly labeled “Cost Proposal”:
 - 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, annual escalation, and profit rates, if any.** Note that for this contract, the escalation rates may not exceed 3% and the profit rates may not exceed 8-10%. To justify and support a profit rate exceeding 8%, consideration will be given based on the complexity of the work to be performed, the risk borne by the consultant, the amount of subcontracting, and industry profit rates in the surrounding geographical area for similar work.
 - **Unit costs and 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.

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

Proposer shall ensure that Alameda CTC receives a minimum of three (3) completed Reference Questionnaires from appropriate client references for each key team member on the proposal, 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. 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 Reference Questionnaires (identified in the cover letter of this RFP) are due to be submitted online, as indicated in [Table 1](#) (RFP Schedule).

The proposer shall additionally include, as an appendix to the proposal, reference project information for previous projects similar to this project, or elements of this project, on which its key team members had significant involvement within the past five (5) years, including but not limited to the following:

1. Project Owner
2. Project Title
3. Project Phase
4. Project Location
5. Project Description
6. Project Duration (i.e., months or years, start and end dates)
7. Total Contract Amount
8. Key Team Member's Firm and its Role in the Project
9. Key Team Member's Role in the Project
10. Attachments (optional; i.e., any other reference materials, such as project fact sheets or resumes)

Such appendix will not count toward the page count limit.

H. Forms and Certifications

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 Debarment and Suspension Certification 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	SEPARATE DIGITAL FOLDER	REQUIRED FOR PRIME CONSULTANT	REQUIRED FOR SUBS*
Section I.1.N – Public Works Contractor Proof of Registration with DIR for current period required for the prime consultant if any prevailing wage (PW) work is performed, and for the firms performing PW work or that have a subcontracted firm performing PW work	–	✓	If performing PW work or has a sub performing PW work
Section I.3 – LBE, SLBE, and/or VSLBE Proof of Certification	–	✓	✓
Section II.2.B – Letter of Transmittal: <ul style="list-style-type: none"> • Full list of the project team • Selection Process Lead • Public Contract Code Statement • 120-Day Binding Offer Statement • Signed by an authorized officer 	–	✓	–
Section II.2.G – Reference Project Information Note that Reference Questionnaires should be received by Alameda CTC directly, and are thus not part of the proposal submittal.	–	✓	If Applicable
Appendix C – Exceptions to the Alameda CTC Sample Professional Services Contract Form	–	Optional	–
Appendix C – Non-Lobbying Certification	–	✓	✓
Appendix C – Debarment and Suspension Certification; use applicable form	–	✓	✓
Appendix C – Cost Proposal Form B: <ul style="list-style-type: none"> • B1: Breakdown of Costs • B2: Cost Summary • B3: Contact Information by Firm • B4: LBCE Program Participation Summary • B5: Contract Cost Basis • B6: Budget by Firm • B7: Rates by Firm • 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 unless firm is eligible for, and requesting, a	✓	✓	✓ Required for all firms

FORMS AND CERTIFICATIONS	SEPARATE DIGITAL FOLDER	REQUIRED FOR PRIME CONSULTANT	REQUIRED FOR SUBS*
Safe Harbor Rate)			
Appendix C – Safe Harbor Rate Application (Caltrans Form)	✓	If applicable and eligible	If applicable and eligible
Appendix D – Resources Form in its entirety: <ul style="list-style-type: none"> • Key Personnel Availability • Firm Participation Summary • Task Resource Summary • Alameda CTC Contracts Summary • Potential Conflicts of Interest 	–	✓	✓ Include in Prime Consultant’s Resources Form
Appendix E – Insurance Requirement Form	–	✓	✓ Include in Prime Consultant’s Insurance Requirement Form
* Required for subs (subconsultant, subcontractor, vendor, etc.) of any tier.			

3. 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 the Sole Point of Contact shall 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 and rank 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.	25
2. Expertise. Qualifications and technical expertise of the proposer in performing related work, and proposer’s experience in working with this scope and with public agencies and familiarity with the related process.	25
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

If the Selection Review Panel determines that interviews are not necessary, proposers will be ranked based on the Selection Review Panel’s evaluation of the technical proposals. Otherwise, the Selection Review Panel will establish a short list of proposers based on the evaluation and ranking of the proposals, and Alameda CTC will select proposers from the short list for an interview. The final evaluation to select the top-ranked proposer will be based solely on the interview criteria below and will not include the initial evaluation or ranking based on the proposal criteria above. 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 and ranked by the 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.	25
2. Expertise.	25

3. Management Plan.	15
4. Staffing Plan and Availability.	15
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). Proposers will be evaluated based on the accuracy and completeness of their submittal and against the qualifications and other requirements listed in this RFP.

The Selection Review Panel will recommend award to the proposer with the highest average ranking based on the Selection Review Panel’s evaluation using the Proposer Interview Criteria in [Section II.3.E](#) and will not include the initial evaluation or ranking of the technical proposals. If the Selection Review Panel determines that interviews are not necessary, proposers will be ranked based on 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.

APPENDICES

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A. REQUIRED SCOPE OF WORK, DELIVERABLES, AND STAFFING

PROJECT BACKGROUND

Alameda CTC, as the implementing agency, intends to retain a professional engineering services consultant or consultant team to provide professional engineering services and utility coordination for the Final Design/Plan, Specification and Estimate (PS&E) phase of the East Bay Greenway Phase 1 Project (“Project”). The Project is located in the Cities of Oakland, San Leandro, Hayward and unincorporated Alameda County. There will be considerable coordination with Project stakeholders which include the Cities of Oakland, San Leandro, Hayward, the County of Alameda, California Department of Transportation (Caltrans) District 4, AC Transit, San Francisco Bay Area Rapid Transit District (BART) and various utility companies, permitting agencies and property owners.

The East Bay Greenway is a regional trail that is depicted in county and regional transportation plans as extending the length of Alameda County, from the Contra Costa county line to the Santa Clara county line, roughly following the BART corridor. The East Bay Greenway segment from Oakland to Fremont is included in the Measure BB 2014 Transportation Expenditure Plan as one of three Major Regional Trails. Alameda CTC is the implementing agency for the portion of the East Bay Greenway from Lake Merritt BART to South Hayward BART, which extends approximately 16 miles and connects seven BART stations. The goals of the East Bay Greenway are to provide an “all ages and abilities” cycling facility that provides a north-south connection for transportation and recreation purposes, to improve safety for vulnerable road users, to improve walking and biking options to access BART, and to enhance access to a wide range of destinations (schools, shopping, civic destinations, services) in a corridor that includes numerous equity priority communities with low rates of auto ownership.

In 2017-18, Alameda CTC certified environmental documents for the East Bay Greenway: Lake Merritt BART to South Hayward BART project, including an Initial Study-Mitigated Negative Declaration (IS-MND) under the California Environmental Quality Act (CEQA) and a Categorical Exclusion (CE) under the National Environmental Policy Act (NEPA). Those environmental documents contemplated two design options which involved various levels of right-of-way acquisition from the Union Pacific Railroad (UPRR) Oakland Subdivision, which runs adjacent to BART.

In 2019-20, due to the uncertainty and long timelines associated with any UPRR right-of-way (ROW) acquisition, Alameda CTC initiated the development of an East Bay Greenway: Lake Merritt BART to South Hayward BART Phase 1 project, which completely avoids UPRR ROW. The Phase 1 project (referred to as the Project hereafter) generally runs in public roadway rights-of-way parallel to the BART corridor and consists of Class I and Class IV bikeway facilities. Alameda CTC intends to certify a CEQA Categorical Exemption in June 2022 and a NEPA Categorical Exclusion in Fall 2022 for the Project. Portions of the Project alignment run along East 14th Street, which is State Route 185, and Alameda CTC seeks to complete a Design Engineering Evaluation Report (DEER) to approve this portion of the alignment.

Funding opportunities in the immediate cycles of Senate Bill 1 and the Active Transportation Program will focus PS&E development for the alignment in Oakland from Lake Merritt BART to Fruitvale BART and San Leandro from San Leandro BART to BayFair BART. The PS&E development for the remaining portions of the alignment has been shown as an optional task.

SCOPE OF WORK

The Consultant shall be familiar with and will be responsible for providing and performing all activities necessary to successfully deliver the Project in the PS&E phase. 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 Project. The key components of the scope of services, and anticipated tasks, are as follows:

- Project Management
- Stakeholder Coordination
- PS&E Development (65%, 95%, and 100%)
- Utility Coordination

TASK 1: PROJECT MANAGEMENT

This task includes all work by the Consultant to effectively manage the scope, cost, and schedule of the Project. 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. Coordinate Project design staff and subconsultants to assure free and timely flow of information for each task activity.
 3. Manage contract costs.
 4. Prepare a detailed Critical Path Method schedule, and submit an updated electronic file schedule on a quarterly or as-needed basis.
 5. Develop and maintain a quality assurance/quality control (QA/QC) Program.
 6. Maintain project records.
 7. Prepare and maintain a Risk Management Plan.
- B. Project Management Meetings:
 1. Kick-off meeting
 2. Bi-weekly project status check-ins between Alameda CTC and Consultant
 3. Quarterly Project strategy meetings between Alameda CTC and Consultant
 4. Internal Consultant Project Team Coordination meetings
 5. Consultant responsibilities shall include preparing agendas and meeting notes

Deliverables

- Monthly Invoices and Progress Reports
- Critical Path Method Schedule
- Risk Management Plan (updated at PS&E Development Submittals)
- Meeting Agendas and Meeting Minutes

TASK 2: STAKEHOLDER COORDINATION

This task includes all work by the Consultant to coordinate with stakeholders and secure necessary approvals. All meetings will be scheduled on an as-needed basis. The Consultant will be responsible for preparing all meeting materials (agendas, presentations, handouts, notes) and facilitating the

meetings. Presentations may be conducted by the Consultant or by Alameda CTC staff (to be determined when meetings are planned).

- A. Comment and response review meetings (anticipated to be 1 per jurisdiction per design submittal package (35% conceptual, 65%, 95%)). As needed, the Consultant shall organize and facilitate workshop style meetings to review comments from stakeholder agencies on the plans and specifications. Prior to these meetings, a comment-response matrix shall be provided to the stakeholder agency for review. The focus of these meetings shall be seeking clarification on any comments that are unclear and providing rationale for comments/requests that are proposed to not be incorporated. These meetings will be workshop style meetings that involve participation from all the different individuals that provided comments on the plans. Other stakeholder agencies that have an interest in the segment (e.g. Caltrans, AC Transit, BART) will be included in the meetings for the jurisdictions of interest. These meetings are assumed to happen via a virtual platform.
- B. Focus meetings. As needed, the Consultant shall organize and facilitate meetings for in depth discussion of specific locations and issues. Any issues that arise during comment and review meetings that require further discussion will be addressed through this format. In addition, any issues pertaining to adjacent property owners or utilities that require a meeting will be addressed through this format.
- C. Project update meetings. As needed, the Consultant shall prepare materials for and assist with presentations to agency governing boards, community advisory committees (e.g. Bicycle and Pedestrian Advisory Committees), and community groups (e.g. Business Association, Neighborhood Watch, etc.). The focus will generally be providing a high-level overview of project scope and status. These will generally consist of presentations at meetings that already have a pre-established, standing meeting time.
- D. Project briefings. As needed, the Consultant shall prepare materials for briefings with Executive Management Staff or elected officials.

TASK 3-5: PS&E DEVELOPMENT

The Consultant shall provide professional engineering services to develop the Project that meets Alameda CTC's goal for delivering the Project and prepare final design documents and related activities.

The Consultant shall prepare the following PS&E packages for review for each jurisdiction (Oakland, San Leandro, Alameda County, and Hayward): 65%, 95% and 100%. Each PS&E package assumes, but is not limited to, circulating PS&E packages to participating agencies and other interested parties for review and comment, utility coordination, logging and indexing all comments received as a result of the circulation, and preparing a written response to each comment received.

- A. 65% PS&E Packages (Task 3):** The Consultant shall review the conceptual 35% plans and all comments from reviewing agencies. The Consultant shall coordinate with the 35% conceptual plan designers to obtain all CAD files and data. The Consultant shall conduct topographic surveys or obtain existing and representative survey data from past projects in the project corridor as needed to support the design of the project.

Based on the 35% conceptual plans, review comments, and survey data, the Consultant shall update the plans to a 65% level. The Consultant shall also develop technical specifications and engineer's estimates for each jurisdiction. Responses to all 35% conceptual comments shall be documented in a comment resolution matrix.

The 65% plan sets are anticipated to include (but are not limited to) the following:

- Demolition Plans,
- Layout,
- Typical Sections,
- Construction Details including any required Best Management Practices (BMPs),
- Drainage Plans,
- Utility Plans,
- Signing and Striping Plans,
- Electrical Plans (Traffic Signal Modification, Flashing Beacon, Lighting),
- Architectural Detail/Amenity Furnishing Plans, and
- Landscaping and Irrigation (for Urban Design) Plans

As part of the 65% PS&E task, the Consultant shall prepare all required engineering technical reports (one per jurisdiction), which include, but are not limited to:

- Drainage/Hydraulics Report,
- Hazardous Material Report
- Storm Water Data Report (SWDR) or equivalent to capture necessary Municipal Regional Permit (MRP) requirements and Construction Site Best Management Practices,
- Turning template exhibits to ensure intersection designs accommodate large vehicles (transit vehicles, fire, garbage, deliveries),
- Photometric analysis, and
- Pavement design report

The Consultant shall provide utility coordination services as applicable should there be a determined need to relocate any utilities (including adjustments). This task shall include, but is not limited to incorporation of utility alignment into the 65% PS&E, determining cost share for utility placement and right-of-way needs, and coordinating utility agreements. Consultant shall consider potholing for any new signal pole, flashing beacon pole, or electrolier foundations to ensure no conflicts with underground utilities as part of this task.

The Consultant shall provide the jurisdiction-level 65% PS&E packages to all stakeholder agencies for review.

Deliverables

- Responses/Resolution to 35% conceptual plan comments
- 65% PS&E packages
- Draft Technical Reports

B. 95% PS&E Packages (Task 4): The Consultant shall update the 65% PS&E packages based upon comments received from the previous submittal and further develop the plans to a 95% design. The cost estimates in Caltrans BEES format will be updated to reflect the 95% plans and technical specifications updated. The 95% PS&E Packages shall include final and approved or accepted technical reports. Responses to all 65% comments shall be documented in a comment resolution matrix.

This task shall include, but is not limited to incorporation of utility design details, as appropriate into the 95% PS&E.

The Consultant shall produce an Administrative Draft DEER for Alameda CTC review, and the subsequent revised DEER shall be submitted to Caltrans for review (Cycle 1).

The Consultant shall provide the jurisdiction-level 95% PS&E packages to stakeholder agencies for review. Concurrent with the 95% stakeholder review, the Consultant shall conduct a constructability review.

Deliverables

- Responses/Resolution to 65% Comments
- Design Standard Decision Document for any non-standard features in Caltrans ROW,
- 95% PS&E packages
- Utility Agreements Support
- Final Technical Reports
- Administrative Draft DEER and DEER Submittal Package (Cycle 1)

C. 100% PS&E Packages/Bid Packages (Task 5): The Consultant shall update the 95% PS&E Packages based upon comments received from the previous submittal and further develop the plans to a 100% bid packages. Comment/response matrices from the 95% plans will be provided to stakeholder agencies for informational purposes, but no additional stakeholder review will occur at 100% design stage. The cost estimates in Caltrans BEES format will be updated to reflect the 100% Plans and technical specifications updated.

The Consultant shall revise the DEER Submittal Package (Cycle 1) from the prior task based on Caltrans comments, and the resulting revised package shall be submitted to Caltrans for review (Cycle 2).

The Consultant shall compile all final PS&E into complete bid packages. The bid packages shall include, but not limited to, Cross Sections, Information Handouts and supporting documentation needed to assemble a complete set of construction contract bid documents.

The 100% bid packages will be provided to the constructing agency for final review.

Deliverables

- Responses/Resolution to 95% Comments
- DEER Submittal Package (Cycle 2)
- 100% Bid Packages

OPTIONAL TASKS

The following represents of potential listing of optional tasks to be performed by the Consultant or the Consultant Team. The Consultant may identify other optional tasks which could be of value to Alameda CTC.

- 1) Oakland/Northern San Leandro (Fruitvale BART to San Leandro BART) PS&E – design work may be authorized for this additional segment of the East Bay Greenway. If authorized, the work scope shall conform to Tasks 3-5.
- 2) Alameda County (Ashland/Cherryland) PS&E – design work may be authorized for this jurisdiction. If authorized, the work scope shall conform to Tasks 3-5.

- 3) Hayward PS&E – design work may be authorized for this jurisdiction. If authorized, the work scope shall conform to Tasks 3-5.
- 4) Funding Application preparation – As this Project is currently unfunded for Construction, Alameda CTC and Project stakeholders may engage in preparation and submission of regional, state or federal funding grants.
- 5) Support during Advertising and Award
- 6) Design Services During Construction
- 7) As-Built Drawings
- 8) Repackaging PS&E into additional bid packages

SCOPE ASSUMPTIONS

- All plan sheets shall bear the seal of a current California licensed professional for each discipline properly signed and including license expiration date.
- Plans shall be developed according to local drafting/CAD standards and using City or County (as applicable) Standard Plans/Details, with Caltrans or other agency Standard Plans/Details used as additions or substitutions where appropriate.
- All submittals of final technical reports and drawings shall be provided electronically in Adobe Acrobat PDF format or Microsoft Word format or Microsoft Word and/or Microsoft Excel format, and MicroStation or AutoCAD format, as agreed to by Alameda CTC. The number of required hard copies for submittals shall meet reviewing agency requirements. Alameda CTC will require one set of hard copies for its record.
- Review cycles shall be six weeks in duration. Alameda CTC will conduct a detailed review concurrently with the stakeholder agencies.
- Stakeholder agencies shall be responsible for providing a single consolidated set of review comments on each submittal that represent all relevant individuals, divisions, and departments within the organization.
- The base scope assumes that plans, specifications, and estimates shall be developed as four separate bid packages corresponding to the different project jurisdictions. If funding availability or other circumstances dictate that more than four separate bid packages are needed, optional task orders will be issued to accommodate repackaging into additional bid sets.
- The local jurisdictions (Oakland, San Leandro, Alameda County, and Hayward) and Caltrans will be the owners of any improvements constructed within their right-of-way (ROW) and shall have operations and maintenance responsibilities.
- Specifications shall be developed using the Standard Specifications for Public Works Construction (Greenbook Specifications) with Caltrans Standard Specifications used for addition or substitution, where appropriate.
- Along East 14th Street in San Leandro (SR 185) the project will be coordinated with planned repaving work through a SHOPP project that extends from Davis St to 150th St.
- In case of conflict, ambiguities, discrepancies, errors or omissions among the reference materials obtained by the Consultant from other agencies, the Consultant shall submit the matter to Alameda CTC for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by the Consultant before clarification by Alameda CTC 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.

- Estimates shall be developed in accordance with Caltrans Basic Engineering Estimate System (BEES) format.
- Consultant will begin working from 35% conceptual level design of Layouts, Typical Sections and associated stakeholder review comments on the 35% conceptual plans shall form the basis for PS&E phase work conducted under this contract.
- The Consultant shall be responsible for developing plans based on 35% conceptual plans from previous designer, including resolving any technical issues related to transfer of files/data and correcting any errors or omissions in prior design work. Alameda CTC shall provide all files/data from previous designer.

B. REFERENCE MATERIALS

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

1. Project Concept Plans
https://www.alamedactc.org/wp-content/uploads/2022/06/EastBayGreenway_RFP_Layout-TypSections.pdf

C. REQUIRED FORMS INCORPORATED BY REFERENCE

If proposer is unable to provide in its proposal the documents denoted with an asterisk (*) below, proposer should **NOT** submit a proposal to Alameda CTC. The following forms are required unless noted otherwise, incorporated herein as if attached, and available at www.alamedactc.org/contracting-forms:

1. Exceptions to the Alameda CTC Sample Professional Services Contract Form (optional)
2. Non-Lobbying Certification
3. Debarment and Suspension Certification – Prime Consultant
4. Debarment and Suspension Certification – Subconsultant
5. Cost Proposal Form B*
 - Cost Proposal Form B must be completed in its entirety for prime consultant and all subconsultants.
6. Consultant Annual Certification of Indirect Costs and Financial Management System (Caltrans LAPM Exhibit 10-K)*
 - The Indirect Cost Rate (ICR) for the most recent Fiscal Period (one-year accounting period) must be submitted; i.e., 01/01/2021-12/31/2021.
 - A date range format of MM/DD/YYYY-MM/DD/YYYY must be provided in the Fiscal Period field, per the definition of fiscal period on the form.
 - Exhibit 10-K must be completed for prime consultant and all subconsultants.
7. Safe Harbor Rate Consultant Certification of Eligibility; Contract Costs and Financial Management System (Safe Harbor Rate Application/Form)
 - If applicable, firms that are eligible may utilize a Safe Harbor Rate in lieu of an Exhibit 10-K.

D. 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 XLS/XLSX **and** PDF formats:

1. **Key Personnel 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.
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.

E. INSURANCE REQUIREMENT FORM

*****PRIME PROPOSER MUST COMPLETE AND SUBMIT THIS FORM*****

Part A – Certification

The selected consultant and its subconsultants as defined in **Part C** 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 ten (10) calendar days of the execution of the resulting contract and prior to performing any work under such contract.	
Alameda CTC RFP No.:	R22-0012
Authorized Signature:	
Name and Title:	
Prime Company Name:	
Date:	

Part B – Insurance Exception Request

Identify the name of each firm (i.e., prime or subconsultants) and the specific insurance provision for which an exception is being sought, if any, and the requested revision(s) in the table below.

Firm Name	Insurance Provision	Requested Insurance Exception

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 (as applicable; see **Paragraph 6**) – \$1,000,000 combined single limit per occurrence.
- Professional Liability (as applicable; see **Paragraph 4**) – \$2,000,000
- Automobile Liability – \$1,000,000 combined single limit per occurrence.
- Umbrella or Excess Liability Insurance – \$1,000,000
- Deductible Maximum (all policies) – \$50,000 deductible or self-insured retention.
- Additional Insureds – ALAMEDA CTC, Cities of Oakland, San Leandro and Hayward, Alameda County, and their respective officers, employees and agents.
- Cyber and Privacy Insurance (if checked, **Paragraph 7** applies hereto) – **\$1,000,000**

The insurance requirements for this AGREEMENT, including for coverage limits and additional insured, are described herein. CONSULTANT and its subconsultants, vendors, and subcontractors of all tiers (excluding providers of products or services classified as direct expenses in this AGREEMENT) (collectively referenced as “subconsultants” herein) 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, 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 and each subconsultant 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 ALAMEDA CTC (and, if so directed by ALAMEDA CTC, the SUNOL JPA, CALTRANS, or other permitting or responsible agencies as identified by ALAMEDA CTC), and their respective officers, employees and agents, as additional insureds. 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 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 or subconsultant, its agents,

representatives, or employees, and (b) blanket contractual liability on all written contracts, including this AGREEMENT or the subcontract, as applicable.

2. Automobile Liability Insurance. CONSULTANT and each subconsultant 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 or subconsultant 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 ALAMEDA CTC (and, if so directed by ALAMEDA CTC, the SUNOL JPA, CALTRANS, or other permitting or responsible agencies as identified by ALAMEDA CTC), and their respective officers, employees and agents, as additional insureds. 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 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 and each subconsultant 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 and each subconsultant performing professional services under this AGREEMENT 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, the insuring party shall maintain continuous coverage in effect for the term of this AGREEMENT and 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. As used in this Paragraph 4, “professional services” means design, engineering, planning, legal, information technology, and similar services requiring specialized skills, knowledge, or a professional license. Upon request, ALAMEDA CTC will advise as to whether any particular service hereunder represents professional services requiring such coverage.

5. Workers’ Compensation Insurance. CONSULTANT and each subconsultant shall carry and maintain Workers’ Compensation Insurance as required by California law, covering all work performed by CONSULTANT under the AGREEMENT, and all personnel performing services under the AGREEMENT. CONSULTANT and each subconsultant 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 its 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 or subconsultant, as applicable 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 or the applicable subcontractor 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 ALAMEDA CTC (and, if so directed by ALAMEDA CTC, the SUNOL JPA, CALTRANS, or other

permitting or responsible agencies as identified by ALAMEDA CTC), and their respective officers, employees and agents, as additional insureds. 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 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 or the applicable subcontract. 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 and any subconsultant handling Personally Identifiable Information (as defined herein) under this AGREEMENT 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 or information that can be linked to a specific individual, 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 similar information (collectively, “Personally Identifiable Information”), stored or transmitted in electronic form. If such policy is written on a claims-made (rather than an occurrence) basis, CONSULTANT and such subconsultant shall maintain continuous coverage in effect for the term of this AGREEMENT and 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 any 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 any 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.

(a) CONSULTANT’s Insurance. CONSULTANT shall provide insurance certificates and policy endorsements (collectively, “PROOF OF INSURANCE”) evidencing CONSULTANT’s policies described in this **Article I, Section E** 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.

(b) Subconsultants’ Insurance. CONSULTANT shall provide PROOF OF INSURANCE with respect to professional liability coverage for each subconsultant required to carry such insurance under this AGREEMENT not less than ten (10) calendar days prior to any work being performed by such subconsultant. Notwithstanding the foregoing, CONSULTANT need not provide

PROOF OF INSURANCE for any subconsultant(s) whose aggregate anticipated compensation under this AGREEMENT is less than the greater of (i) fifty thousand dollars (\$50,000) or (ii) five percent (5%) of the aggregate compensation payable hereunder.

(c) **PROOF OF INSURANCE Standards.** 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, 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 for which CONSULTANT must provide PROOF OF INSURANCE hereunder, 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 PROOF OF INSURANCE to ALAMEDA CTC confirming that all required insurance policies are in effect. If any subconsultant fails to maintain the professional liability 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 PROOF OF INSURANCE to ALAMEDA CTC as evidence that the subconsultant's professional liability insurance policy is in effect.

11. Subconsultants' Insurance Requirements. The provisions of this appendix are applicable to all subconsultants hereunder, regardless of tier and subcontract amount. Except as provided in **Paragraph 9** above, CONSULTANT is solely responsible for ensuring that each subconsultant carries and maintains insurance which meets the above specifications, or confirming that each subconsultant has been added to the CONSULTANT's applicable policy as an additional name insured 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. Any failure to properly monitor all subconsultants' insurance coverage will constitute negligence on the part of CONSULTANT and subject to CONSULTANT's indemnity obligations pursuant to **Article I, Section D** of the AGREEMENT.