Request for Qualifications (RFQ)

#2019-1438

Rapid Corridor Design – San Pablo

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT (DISTRICT)

1600 Franklin Street
Oakland, CA 94612

January 8, 2019
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Summary of Project / Schedule of Events

1. Introduction

A. The District is issuing a Request for Qualifications (RFQ) from qualified Offerors (hereafter referred to as "Offerors") to provide Rapid Corridor Design services as described in this RFQ. The services are fully described in Exhibit A, Scope of Work, page 27 included in this RFQ. The anticipated procurement will be funded by the Metropolitan Transportation Commission (MTC) and the Alameda County Transportation Commission (CTC) Vehicle Registration Fee (VRF), Measure B and/or Measure BB funds, or such funds in combination with other local funds.

B. The District invites sealed Statements of Qualifications (SOQ) from firms capable of completing the Plans, Specifications & Estimates (PS&E) in accordance with the provisions, specifications, and instructions set forth in this RFQ. Offers will be received until the date and time specified below. Late SOQs will not be considered.

C. All Offerors are cautioned to read the entire RFQ, noting insurance and submittal requirements, and to complete all required forms enclosed. Failure to provide all requested information may cause the SOQ to be rejected. The District reserves the right to waive minor irregularities in offers and to reject any and all offers and re-solicit or cancel this RFQ.

D. There are two (2) RFQs running concurrently relating to Rapid Corridor Design, for San Pablo (this solicitation) and for Telegraph. An Offeror may submit a SOQ for the San Pablo Avenue Corridor project and/or the Telegraph Avenue Corridor project. Being awarded either contract does not disqualify the Offeror from being awarded the other contract. However, it is the Districts intent to award two (2) separate contracts.

2. Schedule of Events

A. Offerors shall be governed by the following schedule:

<table>
<thead>
<tr>
<th>Solicitation Event</th>
<th>Date</th>
<th>Time</th>
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<tbody>
<tr>
<td>Distribution of RFQ</td>
<td>1/8/19</td>
<td>N/A</td>
</tr>
<tr>
<td>Pre-Offer Conference</td>
<td>1/14/19</td>
<td>10:00 am</td>
</tr>
<tr>
<td>Last day for written questions</td>
<td>1/18/19</td>
<td>5:00 pm</td>
</tr>
<tr>
<td>District's deadline to respond to questions via addendum</td>
<td>1/25/19</td>
<td>1:00 pm</td>
</tr>
<tr>
<td>Deadline for Statements of Qualification</td>
<td>2/4/19</td>
<td>2:00 pm</td>
</tr>
<tr>
<td>Interviews (if any)</td>
<td>2/8/19</td>
<td>TBD</td>
</tr>
<tr>
<td>Recommendation for Award</td>
<td>2/2019</td>
<td>N/A</td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>2/2019</td>
<td>N/A</td>
</tr>
</tbody>
</table>

B. Should an Offeror find discrepancies or omissions in the RFQ, or should the Offeror be in doubt as to meanings, the Offeror shall notify the Contracts Specialist, Jeanet A Moore, at jamoore@actransit.org prior to the date specified above for written questions. A written solicitation addendum will be sent to all persons or potential Offerors receiving the RFQ, outlining the questions posed from all participants, and their respective answers.
C. An Offeror shall raise any exceptions to the RFQ prior to the date specified above for written questions and shall submit the exceptions with alternative language, as applicable, to the RFQ Contact Person, Jeanet A Moore at jamoore@actransit.org. All exceptions shall be submitted as an email attachment.
Special Instructions to Offerors

1. Pre-Offer Conference

   A. An optional, but highly recommended pre-offer conference will be held on the date and time specified in section 2 above at the following location:

   AC Transit
   1600 Franklin Street
   8th Floor Conference Room
   Oakland, CA 94612

2. Local Business Contract Equity Program Requirements

   “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 the award of professional service contracts to firms located within Alameda County. For professional services under this contract, the LBCE Program requires the following goals:

   ☑ Local Business Enterprise (LBE) goal of 70.0% and a Small Local Business Enterprise (SLBE) goal of 30.0%

   □ Very Small Local Business Enterprise (VSLBE) goal of 30.0%

   Further details regarding the LBCE Program, including requirements and forms, can be found on the Alameda CTC website at www.alamedactc.org/app_pages/view/4543, along with a list of all currently certified firms. It is the responsibility of qualified firms which desire to work on contracts subject to the LBCE Program to ensure that they are appropriately certified by Alameda CTC on a timely basis. All firms utilized to meet an LBE and/or SLBE goal must be certified by Alameda CTC 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. The prime contractor will be required to report LBE and/or SLBE utilization with each invoice submitted for payment.”

   For assistance or questions related to Alameda CTC LBCE Program, including LBE, SLBE, and VSLBE certifications, please contact the Alameda CTC LBCE Certification Unit:

<table>
<thead>
<tr>
<th>Alameda CTC LBCE Certification Unit</th>
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<tbody>
<tr>
<td>Email Address:</td>
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<tr>
<td>Mailing Address:</td>
</tr>
<tr>
<td>Phone:</td>
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<tr>
<td>Fax:</td>
</tr>
<tr>
<td>Mailing Address:</td>
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<td></td>
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</tbody>
</table>
3. **Offers and Statement of Qualification Submission**

   A. All SOQs shall be received no later than the date and time specified above at the District office at the following address:

   AC Transit  
   Purchasing Contract Administration Department  
   1600 Franklin Street, 6th Floor  
   Oakland, CA 94612  
   Attn: Jeanet A Moore

   B. All packages shall be sealed and clearly marked as:

   RFQ No: **2018-1438**  
   **Rapid Corridor Design – San Pablo**  
   **Due Date/Time:** February 4, 2019 by 2:00 p.m., P.S.T.

   C. Any offers or modifications received after the exact time specified for receipt shall not be considered and will be returned to the Offeror unopened.

   D. Offers will not be publicly opened. All offers and evaluations will be kept strictly confidential throughout the evaluation, and negotiation process. Only the members of the Evaluation Team will be provided access to the offers and evaluation results during this period.

4. **Technical Offer Contents**

   Offers shall be prepared simply and economically, providing a straightforward and concise description of the Offeror’s capabilities and approach for meeting the requirements of this RFQ. The Technical Offer shall be sectionalized with index tabs and cover pages identifying the contents of the sections. The Offeror shall submit one (1) original and four (4) copies of the Technical Offer, along with one (1) set of CDs/Flash Drives with a PDF version, containing the following information, at a minimum. The original shall be loose-bound and suitable for photocopy reproduction.

   Offers shall be organized as follows. Each section shall be clearly labeled with pages numbered and separated by tabs. Failure to provide ALL of the required submittals may render the offer non-responsive. Offerors must comply with the page limits indicated for each tab. Page limits are applicable to original work and exclude any requested forms or resumes.

   A. **Tab 1, Offeror Forms (page 15)**

      i. Offeror Cover Letter (limit of 2 pages)  
      ii. RFQ Cover Page  
      iii. Offeror Statement of Qualifications and Business References  
      iv. Prime and Subcontractor/Supplier Report  
      v. Certification Regarding Lobbying
B. Tab 2, Technical (Limit 10 pages)
Offeror shall provide a description of its qualifications, experience and knowledge of completing the PS&E for the design of this procurement. This shall also include the firm’s name, address, telephone number, e-mail, web address, brief description of the respondent’s/firm’s history, and background of the firm and state how many years the firm has been in business.

i. Technical Specialized Experience
- Firms must demonstrate experience in projects which include the type of specialties outlined in this RFQ. Past successes of the firm as demonstrated by its performance evaluations on institutional/government work shall be provided. Identify specific personnel involved with these projects.
- Demonstrate experience with multi-agency MOUs & agreements and with relevant public works type contracts, preparing bid documents, specifications, designs, and cost estimates.
- Demonstrate familiarity and relevant experience with the local agencies involved directly in this project. Please review the Scope of Work detailed in Exhibit A of the Sample Contract.
- Demonstrate experience with local projects of a type and nature which shows expertise as required by this RFQ.
- Demonstrate familiarity with the project. For more information on the project please review the Scope of Work detailed in Exhibit A of the Sample Contract.
- Demonstrate knowledge and experience with federal, state and local regulations and regulatory agencies that have jurisdiction over designs and construction in the District’s area of operations.

ii. Professional Qualifications and Technical Competence of Team Members, and Depth of Firm
- Offeror must submit a summary of key project personnel and principals assigned and/or overseeing the tasks described in the Scope of Work using Attachment B, and include:
  - Resumes
  - Briefly describe their responsibilities and prior relevant experience
  - Include all certifications, training, accreditations, and licenses of those responsible for completing required tasks and how they will be designated.
  - Describe how change orders and review comments are managed within key personnel.
- Active professional registration of team members.
- Individual team members’ role in this contract.
- Capability to provide qualified back-up staffing for key personnel to ensure continuity of services and ability to surge to meet unexpected project demands.
- Professional affiliations and licensing including team members.

iii. Capacity of Firm to Accomplish the Work in the Required Time
- Offeror must propose a plan for completing the required tasks.
- Demonstrate the ability to perform work to schedules and the capacity to accomplish multiple taskings simultaneously (show current and projected work load). Firms will be evaluated in terms of impact of this work load on its staff’s projected work load during the contract period.
- Show in-house capacity to perform required services.
• List other public contracts within the past 18 months, if any. Provide the value, critical staff, start and finish dates.
• Detail the firm’s organization and management plan for the anticipated contract.

C. Tab 3, Past Performance (Limit 3 pages)
   i. Demonstrate relevant past performance on contracts with government agencies and private industry.
   ii. Demonstrate how design costs, change order costs, schedules, and construction budgets have been managed. Use examples of actual projects of similar size and type as required by this RFQ.
   iii. Provide information comparing original construction budgets to proposal costs to final construction costs.

D. Tab 4, Firm’s Geographic Location in Reference to AC Transit (Limit 6 pages)
   i. Ability to Meet or Exceed Applicable LBE and SLBE goals.
      • “This procurement 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).”

5. Cost Proposal Contents

A. The Cost Proposal shall be submitted in a separately sealed envelope, and must only contain information related to price, labor rates, labor category/job title, office location(s) of each key personnel, and cost breakdown similar to Attachment E, Sample Cost Proposal, including a schedule showing task durations.

B. “Proposer shall include in its proposal the LBE/SLBE Participation Summary from Alameda CTC Sample Cost Proposal Form B (under the worksheet tab labeled “LBCE”); the other sheets within the workbook are not required. Alameda CTC Sample Cost Proposal Form B is available on the Alameda CTC website at www.alamedactc.org/app_pages/view/10614 and is incorporated herein as if attached.”
   i. The LBE/SLBE Participation Summary is included in this RFQ as Attachment F.

C. The total cost proposed shall include all applicable costs for services provided. The total cost breakdown shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs, and all other costs and expenses incurred, and shall provide the total cost to complete all the required tasks, along with a schedule showing task durations, including hourly rates by personnel assigned to this project and for additional support, proposed costs of deliverables and hourly rates/schedule in response to each task outlined in the Scope of Work.

D. The Offeror shall submit one (1) original and one (1) copies of the Cost Proposal, along with one (1) set of CDs/Flash Drives with versions in Microsoft Excel and pdf. The original shall be loose-bound and suitable for photocopy reproduction.
6. Evaluation Process

The evaluation process will be based on the Brooks Act (Public Law 92-582) which requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications for the type of design services being procured, and at a fair and reasonable price. The process is further defined as follows:

A. Responsiveness (pass or fail)

After the SOQ submittal date and time, each SOQ will be checked for the responsiveness of required information in conformance with the submission requirements of this RFQ. If any required information is absent, the SOQ may be rejected.

Exceptions, conditions, reservations or understandings that are explicitly, fully and separately stated will be evaluated for their acceptability. An Offer having a preponderance of unacceptable exceptions and conditions may be cause for the Offer to be rejected. An unacceptable exception, condition, reservation or understanding, if not withdrawn by the Offeror upon the request by the Contracts Specialist, or designee, would be cause for the Offer to be rejected.

In addition, if an Offeror receives a score of “0” in any one of the sections of the Technical Specifications, the Offeror will be given an opportunity to bring that section into compliance with the specifications. If the Offeror declines to do so, that Offer may be rejected as non-responsive.

B. Qualifications are being sought from the most qualified firm in response to this RFQ.

C. Using the evaluation elements, and interviews (if deemed necessary), qualifications are ranked to identify the most qualified firm.

D. Once the most qualified firm has been identified, The District will open that qualified firm’s cost proposal and begin negotiations.

E. Based on the detailed technical and cost proposal from the respondent, a fair and reasonable price will be negotiated.

F. If the negotiating parties cannot agree as to contract terms and/or fair and reasonable price within a reasonable time frame, the District may terminate discussions and select the second-ranked firm for negotiations.

G. If the second-ranked firm cannot agree as to contract terms and/or services price, the next most qualified firm will be selected for negotiations and so on, until an agreement can be reached with a qualified firm. The District will not reopen negotiations with a firm after negotiations have been closed.

H. The selected firm will be required to enter into the District’s standard form contract.
I. Application of Evaluation Criteria

Technical Offers will be evaluated based on the reviewer's determination of the degree of compliance with RFQ requirements. The evaluation criteria will be applied in the determination of competitive range and final evaluation in the evaluation steps described in subsequent sections. Based upon individual evaluations, the District's staff will record and tabulate the raw evaluation scores of the Evaluation Committee and apply the established weights. The “Weighted Method” of scoring will be utilized as described below.


The evaluation criteria outlined on below will be used to evaluate each technical written offer:

<table>
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<tr>
<th>WEIGHT ASSIGNMENT FOR OFFER EVALUATION CRITERIA</th>
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<tbody>
<tr>
<td><strong>Evaluation Criteria</strong></td>
</tr>
<tr>
<td>1. Responsiveness to Request for Qualification</td>
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<tr>
<td>2. Technical</td>
</tr>
<tr>
<td>a. Technical Specialized Expertise</td>
</tr>
<tr>
<td>b. Professional Qualifications and Technical Competence of Team Members, and Depth of the Firm</td>
</tr>
<tr>
<td>c. Capacity of Firm to Accomplish the Work in the Required Time</td>
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<tr>
<td>3. Past Performance</td>
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<tr>
<td>4. Firm’s Location in Geographic Reference to AC Transit (LBCE Goals)</td>
</tr>
<tr>
<td>a. Ability to Meet or Exceed LBE Goal</td>
</tr>
<tr>
<td>b. Ability to Meet or Exceed SLBE Goal</td>
</tr>
<tr>
<td><strong>TOTAL POSSIBLE WEIGHT</strong></td>
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K. Evaluation Scoring

This evaluation process will be used to determine those Offerors in the competitive range. The determination will be based on an overall score, arrived at separately by the members of the District’s Evaluation Team and tabulated by the District’s Procurement staff for each Offeror.

i. The written SOQs will be evaluated based on each Reviewer’s determination of each criteria and sub-criteria compared to the degree of compliance with Contract requirements. Scores will be assigned according to the following:

**5 Exceptional**
Fully compliant with RFQ requirements and with desirable strengths or betterments; no errors, or risks, or weaknesses or omissions. There is a high probability of success.

**4 Compliant**
Fully compliant with RFQ requirements - Meets in all aspects and may in some cases exceed the critical requirements
3 Good
Generally compliant with RFQ requirements; some minor errors, or risks, or weaknesses or omissions. Minor weaknesses can be readily corrected.

2 Minimal
Minimally compliant with RFQ requirements; errors, or risks, or weaknesses or omissions; possible to correct and make acceptable.

1 Deficient
Non-compliant with RFQ requirements; errors, or risks, or weaknesses or omissions; difficult to correct and make acceptable.

0 Unacceptable
Totally deficient and not in compliance with RFQ requirements; demonstrates a lack of understanding of RFQ requirements.

ii. Evaluators may utilize non-whole numbers, i.e. decimals, in providing their raw scores. The District’s Evaluation Team members will carry out and document its evaluations. Any noted deficiencies which may render an Offer unacceptable will be documented. The District’s Evaluation Team members will make specific note of questions, issues, concerns and areas requiring clarification by Offeror and to be discussed in any meetings with Offeror which the District finds to be within the competitive range.

iii. Discussions with Offerors in the Competitive Range

The Offerors determined to be within the competitive range will be notified and requests for discussions provided in writing.

No information, financial or otherwise, will be provided to any Offeror about any of the written Offers. Offerors will not be told of their rankings among the other Offerors.

iv. Interviews

Offerors may be required to give an interview regarding their Offer. Additional technical information may be requested for clarification purposes, but in no way will change the original Offer submitted. If interviews are arranged, arrangements will be made with all Offerors within the competitive range.

v. Final Ranking

Once interviews (if needed) have concluded, the Evaluation Team will discuss their findings and determine the highest qualified firm.

Once the highest ranking firms are determined based on qualifications, AC Transit will open and review the highest ranking firms to score the firm’s ability to achieve the LBCE goals.

Thereafter the most successful and highest scoring firm cost proposal will be
reviewed and negotiated based on the detailed Scope of Work prepared by the District for negotiations of a contract.

7. **Recommendation to Award**

After the District’s Evaluation Team has chosen the Offer and Statement of Qualification which it finds to be the highest ranked to the District based on the tabulated results, and negotiations are completed, the District's Evaluation Team’s selection will be recommended to the District’s Board of Directors for approval. The results of the evaluations and the selection of an Offer for any award will be documented.

The District’s Board of Directors has the option of accepting the recommendation or of resoliciting the requirement/project if it feels that such a selection is in the best interests of the District and public transit in the Bay Area.
Standard Instructions to Offerors

1. **Revisions/Addenda to RFQ/Solicitation**

   If it becomes necessary to revise any part of this Request for Qualification (RFQ), or if additional information is necessary to enable the Offerors to make an adequate interpretation of the provisions of this RFQ for an Offer, an Addendum to the RFQ will be provided to each prospective Offeror. Offerors must acknowledge receipt of all Solicitation Addenda in Offers submitted to the District via the RFQ Cover Page form located in the Attachments section.

2. **Explanation to Offerors**

   Any explanation desired by a Offeror regarding the meaning or interpretation of this solicitation must be requested in writing and received prior to date specified in the “Schedule of Events” in the Special Instructions to Offerors Section. All information provided to any prospective Offerors concerning this solicitation will be furnished to all prospective Offerors in writing.

3. **Verbal Agreements**

   No prior, current, or post-award verbal conversations or agreement(s) with any officer, agent, or employee of the District shall affect or modify any terms or obligations of this RFQ or any Contract that may result from this procurement. Oral explanations or instructions will not be binding.

4. **Signature Requirements**

   A. Offers must be signed by a duly authorized officer(s) eligible to sign contract documents for the Offeror (the “Authorized Signer”).

   B. Consortiums, joint ventures, or teams submitting Offers, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one Offeror or one legal entity. The submittal should indicate the responsible entity. Offerors should be aware that joint and several responsibility and liability will attach to any resulting Contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

5. **Vendor Registration**

   Online Vendor Registration is required prior to contract award. Offerors should access [www.actransit.org](http://www.actransit.org), select: Doing Business with AC Transit, Vendor Login and Registration, and Vendor Registration, to register as an Online Purchasing User. To complete the process, include a W-9, Request for Taxpayer Identification Number and Certification (containing original signature) in proposals. If online access is not available, contact the Contracts Specialist for instructions.
6. News Releases

Written approval by the District shall be required prior to any public disclosure regarding this RFQ or any subsequent selection or contract award.

7. Reserved Rights

A. All Offerors are notified that the Contract for these services is contingent upon funds appropriated by the District and local, regional, state and federal governments. In the event that funding is eliminated or decreased, the District reserves the right to terminate any Contract or modify it accordingly. The District makes no representations that any Contract will be awarded to any Offeror responding to the RFQ.

B. The District reserves the right to waive any immaterial irregularities in any and all offers.

C. The District reserves the right to reject all offers and re-solicit or cancel this procurement if deemed by the District to be in its best interest, without indicating any reasons for such rejection(s).

D. The District reserves the right to enter into a Contract with any Offeror based upon the initial offer or on the basis of a best and final offer without conducting interviews.

E. The District reserves the right to select the offer that, in its judgment, is the highest ranked, and offers a reasonable and acceptable price.

F. The District reserves the right to negotiate a contract that covers selected parts of an offer, or a contract that will be interrupted for a period or terminated for lack of funds.

G. The District reserves the right to award in whole or in part, by line item or group, or to make multiple awards or no award, whatever is in the best interests of the District.

8. Cost of Offer and Pre-Contractual Expenses

The District shall not be liable for any pre-contractual expenses incurred by any Offeror. Offeror shall not include any such expenses as part of the Offer in response to the RFQ. The District shall be held harmless and free from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, any person or organization responding to this RFQ.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

A. Offers in response to this RFQ.

B. Costs associated with interviews and meetings (including travel expenses) incurred in responding to this RFQ.

C. Other expenses incurred by an Offeror prior to the date of award and formal Notice to Proceed for any contract.

9. Pricing and Financial Information
A. Each Offeror shall submit a Cost Proposal in accordance with the Special Instructions to Offerors. The price must be valid for a minimum of one hundred eighty (180) days from date of submittal.

B. Offerors agree to permit access to financial records for a Pre-Award Audit to verify labor rates, overhead rates, and other information should the District determine that such an audit is required prior to negotiations or award of a Contract.

10. Debriefing

Subsequent to the award, unsuccessful Offerors will be notified and may request a formal debriefing if a written request is received by the District no later than three (3) business days following the receipt of notification of non-award. Offerors will be debriefed no later than seven (7) business days following the District’s receipt of a timely and properly submitted, including information regarding the shortcomings of their SOQ.

11. Waiver

By submission of its Offer, the Offeror represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, services, supplies, materials, or equipment called for in the solicitation; that it has checked its offer for errors and omissions; that the prices stated in its cost proposal are correct and as intended by it; and are a complete and correct statement of its prices for providing all the labor, services, supplies, materials, equipment and other resources required.

12. Public Records/Confidentiality

A. The Offers received in response to this RFQ become the exclusive property of the District.

B. When a Contract award is approved by the District, all Offers submitted in response to this RFQ shall become a matter of public record and shall be regarded as public records. Those elements of each proposal which are marked as “CONFIDENTIAL”, or “PROPRIETARY” and are determined by the District to be confidential shall be exempt from being deemed as a public record.

C. If required by law or by an order of a court, the District may be required to disclose such records or portions thereof, including without limitation those so marked.

D. Offers that indiscriminately identify all or most of the Offer as exempt from disclosure without justification may be technically unacceptable as privileged information and be subject to public disclosure.

E. In the event a proprietary information designation is challenged by a third party, the Offeror agrees to provide legal counsel or other necessary assistance to indemnify the District, defend the designation and agrees to hold the District harmless for any costs or damages arising from such challenge.

13. Completeness of Offers

Only those Offers which provide for all of the required services will be considered responsive.
14. Knowledge of Offer/Price Conditions

Before submitting an Offer, the Offeror shall carefully read all sections of this RFQ and shall fully inform itself as to all existing conditions and limitations.

15. Audit and Inspection of Records

Offerors shall permit authorized representatives of the District or its designee to inspect and audit Offeror’s data, facilities and records relating to this RFQ. Unsubstantiated statements or refusal to permit audit or inspection may cause the Offer to be declared non-responsive.

16. Black Out Provision

No Offeror, including anyone directly or indirectly on behalf of such Offeror, shall attempt to influence any part of the process. From the time the RFQ is issued until District’s Board of Directors or designee makes the Contract Award (the “Black-Out Period”), Offerors directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including, but not limited to, the use of paid media; contacting or lobbying the District’s Board of Directors or General Manager (GM) or any District employee; contacting reporters; contacting RFQ evaluators; submitting letters, e-mail messages or other similar forms of communications to the editor of newspapers and other media for publication or ghostwriting or otherwise requesting others to submit such letters, e-mail messages or other similar forms of communication; answering questions regarding the RFQ or their Offers during the “Black-Out Period” or in any other way which could be construed to influence any part of the decision making process about this RFQ.

Violation of this provision will cause the Offer to be rejected.

17. Debarred Offerors

At the time of Offer submittal, the Offeror, including any of its officers or holders of a controlling interest, is obligated to inform the District whether or not it is or has been on any debarred Offeror list maintained by the U.S. Government and the State of California.

18. Protest Procedures

A link to Board Policy 468, the District’s bid protest procedures is listed below: You may also contact the District’s assigned Contracts Specialist for a copy thereof.

19. Department of Industrial Relations (DIR) Registration

In order to submit a responsive offer and perform public works as defined in the Scope of Work, all tiers of subcontractors, including trucking/hauling firms that are subcontracted to perform services, must be registered with the California Department of Industrial Relations (DIR) pursuant to Senate Bill 854, at the time offers are due and throughout the duration of contract performance, if awarded the contract. Evidence of DIR registration, including that of its subcontractors, must be submitted by the Offeror. No prime or subcontractor may be listed on an offer for a public works project (submitted on or after March 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for offer purposes only under Labor Code section 1771.1(a)].

Offerors and their proposed subcontractors shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Scope of Work. The Contractor will also be required to ensure that all subcontractors working on this project are holding valid licenses suitable for their trade.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California DIR. The prevailing wage rates may be reviewed/validated by the District.
Statement of Qualification Forms –
To be Completed and Returned by Offerors

Checklist

☐ Attachment A  RFQ Cover Page
☐ Attachment B  Offeror Statement of Qualifications and Business References
☐ Attachment C  Prime and Subcontractor/Supplier Report

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☐ Attachment D  Cost Proposal (to be submitted in separate sealed envelope)
☐ Attachment E  LBE/SLBE Participation Summary (to be submitted with the Cost Proposal)
Attachment A
RFQ Cover Page

Name of Business: ______

Type of Business: □ Sole Proprietor □ Partnership □ Joint Venture □ Corporation (Incorporated under the State of ______)

Primary Business Address: ______

Contact Name: ______

Title: ______

Email: ______

Phone #: ______

- Receipt of _____ (insert/list #) Addenda
  The Offeror warrants and represents that it has received all Addenda issued by the District in connection with this solicitation.

- Offer Validity
  Offer shall remain valid for a period of not less than 180 days from the date of submittal.

- Insurance
  The Offeror agrees to comply with the insurance requirements provided in Sample Contract, Exhibit B: Special Terms and Conditions.

- Non-Collusion
  The Offeror has made this Offer independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to Request for Qualifications with any other firm or with any other competitor.

- Non-Conflict:
  The Offeror covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this agreement. The Offeror further covenants that in the performance of this agreement, no person having any such interest shall be employed by the Offeror, and that the Offeror receives no commissions or other payments from parties other than the District as a result of work performed.
☐ Equal Employment Opportunity:
The Offeror agrees to comply with the Civil Rights Act, and agrees to have a complaint procedure where violations of the Act can be reported and appropriately adjudicated. The Offeror agrees to comply with applicable Federal laws, implementing regulations, and other implementing requirements the FTA may issue. In addition the Offeror agrees to provide workforce data reports as may be periodically requested by the District.

☐ Drug Free Workplace:
The Offeror certifies, pursuant to the definitions regarding a Drug Free Workplace provided in the Federal Acquisition Regulation System ("FAR"), Procedures for Transportation Workplace Drug & Alcohol Testing Programs, 49 CFR 40, and Prevention of Alcohol Misuse & Prohibited Drug Use in Transit Operation, 49 CFR 655, as amended, to the best of its knowledge and belief that it and its principles maintain a workplace(s) safe and free from "controlled substances" as described in the Controlled Substances Act (21 U.S.C. 812) and as further described in regulations 21 CFR 1308.11 – 1308.15.

The undersigned agrees to comply with the above referenced provisions and certifies that all information included in your Offer is, to the best of your knowledge, true, accurate and complete. Furthermore, upon execution of a Contract, to furnish the District with services and/or goods, in accordance with the terms outlined in this solicitation (including all addenda) and in the manner and at the prices proposed.

Typed name: ______ Title: ______
Signature: ___________________________ Date: ______

Typed name: ______ Title: ______
Signature: ___________________________ Date: ______
Attachment B
OFFEROR’S STATEMENT OF QUALIFICATIONS & BUSINESS REFERENCES

A. Offeror Name: __________

B. How many years has your organization been in business as a Contractor under your present business name? __________

   1. As a prime contractor? __________

   2. As a subcontractor? __________

C. Give information below about all your current and ongoing projects. (Attach additional sheets if necessary.)

<table>
<thead>
<tr>
<th>Client</th>
<th>Location (city/state)</th>
<th>Type of Work</th>
<th>Value of Work</th>
<th>Percent Completed of Overall Project</th>
<th>Scheduled Completion Date</th>
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(Continued on following page)
D. List all key projects your organization has completed similar in nature to the scope of work outlined in this solicitation during at least the last three (3) years in the following tabulation.

<table>
<thead>
<tr>
<th>Client</th>
<th>Location (city/state)</th>
<th>Type of Work</th>
<th>Value of Work</th>
<th>Year Started</th>
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(Attach additional sheets if necessary.)

E. Give information below about the relevant experience of the principal individuals of your present organization including those identified as proposed key personnel and those individuals to be in responsible charge of this project. Attach additional sheets if necessary.

<table>
<thead>
<tr>
<th>Individual’s Name</th>
<th>Title</th>
<th>Years of Professional Experience</th>
<th>Type of Work</th>
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F. References: List a minimum of three (3) primary and up to two (2) alternate professional references for which your organization has performed work relevant to the Scope of Work outlined in this solicitation within the past three (3) years.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Contact Person</th>
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G. Have you or your organization, or any officer or partner thereof, failed to complete a contract?
   □ No  □ Yes  If yes, please explain below.

H. Is any pending litigation or adverse findings against your organization?
   □ No  □ Yes  If yes, please explain below.
## Attachment C:

### Prime Contractor & Subcontractor/Supplier Report

The Offeror is required to furnish the following information in accordance with the provisions of Public Contract Code Sections 4100 to 4113, inclusive. This list and information shall include all subcontractors that will perform work, provide labor or render services to the Offeror in connection with the project in an amount in excess of **one-half of one percent (0.5%)** of the total amount of Offeror’s Grand Total Cost.

<table>
<thead>
<tr>
<th>Prime/Subcontractor/Supplier Name/Address/Contact Information</th>
<th>Type of Work or Materials</th>
<th>Percentage of Work/ Materials</th>
<th>Check if Applicable</th>
<th>DBE/SBE Certifying Agency (i.e. State of CA)</th>
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| How Many Years In Business: | | | | |
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| License No (if applicable): | | | | |

| Name: | | | | |
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| Contact Person: | | | | |
| Phone: | | | | |
| Email: | | | | |
| How Many Years In Business: | | | | |
| DIR Registration #: | | | | |
| License No (if applicable): | | | | |

*(DO NOT LIST ALTERNATIVE SUBCONTRACTORS FOR THE SAME WORK. ATTACH ADDITIONAL SHEETS AS NECESSARY)*
Attachment D

Sample Cost Proposal

See separately included Attachment D – Sample Cost Proposal for an example of an acceptable cost proposal format. Cost proposal must contain all information detailed in Section 5 – Special Instructions to Offerors.
Attachment E

LBE/SLBE Participation Summary

See separately included Attachment E – LBE/SBLE Participation Summary
Sample Contract

THIS CONTRACT is made and entered into this ___ day of _________ 201__, by and between ALAMEDA-CONTRA COSTA TRANSIT DISTRICT (hereinafter “District”), a special transit district established pursuant to California Public Utilities Code, Section 24501 et seq., and ___________________ (hereinafter “Contractor”).

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK
   Contractor shall provide design services in support of the Rapid Corridors Design – San Pablo Project, in full accordance with Exhibit A – Scope of Work.

2. COMPONENT PARTS
   This Contract shall consist of the following documents:
   - Contract
   - Exhibit A – Scope of Work
   - Exhibit B – Special Terms and Conditions
   - Exhibit C – Standard Terms and Conditions
   - Exhibit D – Contractor’s Final Offer, inclusive of a Statement of Qualifications, and Completed Forms, as accepted by the District

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT:

______________________________
Michael Hursh
General Manager

______________________________
Date

______________________________
Signature

CONTRACTOR NAME:

______________________________
Date

______________________________
Signature

Approved as to Form and Content:

______________________________
Denise C. Standridge
General Counsel

______________________________
Date

______________________________
Title

______________________________
Printed Name
Exhibit A
Scope of Work

A. General Statement

AC Transit has received funding under the Alameda County Transportation Commission’s Capital Improvement Plan, and Federal Surface Transportation Program/Congestion Mitigation and Air Quality (STP/CMAQ) funds under the Metropolitan Transportation Commission’s (MTC) Transit Performance Initiative (TPI) program. MTC intends these funds to be used quickly to address known congestion/delay issues and improve route performance. Both funding sources will be used for Rapid Corridors projects aimed at improving transit speeds and reliability while reducing traffic congestion.

The project has been developed in partnership with MTC. The project will improve the performance of the current transportation systems by promoting the effective use of existing roadway and transit systems along San Pablo Avenue, Telegraph Avenue and Grand/W. Grand Avenue corridors. To organize delivery of the project better it has been divided into two efforts (sub-projects): 1) Rapid Corridors San Pablo & Grand/W. Grand Avenues, 2) Rapid Corridors Telegraph & Grand/W. Grand Avenues. Both design and construction phases of these sub-projects will be solicited separately. Currently, the project is in the design phase. The construction phase will follow. The design phases of these sub-projects are currently being solicited simultaneously.

The Rapid Corridors Project is intended to improve transit operations along San Pablo Avenue, Telegraph Avenue and Grand/W. Grand Avenue, as well as providing a mechanism to deliver the Southside Pilot Transit Project in Berkeley, CA. The Rapid Corridors Project will implement short-term projects recommended in the Major Corridors Study (2016).

The proposed project total is $10.3 million, with $5 million awarded by the Metropolitan Transportation Commission (MTC) Transit Performance Initiative (TPI) fund and $5.3 million provided by the Alameda County Transportation Commission’s Capital Improvement Program (CIP) funds as a match.

B. Tasks – San Pablo Avenue & Grand/W. Grand Avenue Corridors

This solicitation is for the design of the Rapid Corridors San Pablo & Grand/W. Grand Avenues project. A design consultant is needed to support staff in leading the design phase of the project with preliminary engineering, public outreach, environmental evaluation along with any required supporting traffic studies, preparation of project design documents, coordination of project design approval through all partnering agencies, preparing final construction documents, supporting construction management through project completion, and providing general project management support throughout the course of the project. Staff expects the design consultant to be on contract from the beginning through the end of the project.

This project will enhance corridor traffic and transit operations along San Pablo Avenue (AC Transit Lines 18, 25, 49, 52, 70, 71, 72, 72M, 72R, 74, 76, 88, 376, 800, 802, G, H, J, L, LA, LC, NL, Z) passing through 9 jurisdictions. The corridor is approximately 13.5 miles long and is the major travel corridor between Oakland and San Pablo. The Project will install transportation infrastructure improvements to decrease traffic delay and increase operational reliability for buses along the length of the corridor. Generally, improvements include evaluation of existing conditions of TSP and Signal controller/equipment along all project corridors, installation of a corridor-wide transit signal priority
system through various jurisdictions along San Pablo Avenue and at some intersections along the Grand/W. Grand corridor, and programming/testing/activation of TSP equipped intersections along San Pablo, Grand/W. Grand and other i80 ICM connecting arterials. All improvements and designs shall comply with current/required jurisdictional codes.

The Rapid Corridors Project along the San Pablo Avenue Corridor will replace 15-year-old Infrared (IR) Transit Signal Priority (TSP) equipment at ~ 70 traffic signals along the corridor with more reliable, easier to maintain and monitor, modern GPS TSP technology. The San Pablo Avenue corridor extends from the intersection at Broaddway and 20th Street in Downtown Oakland to the intersection of San Pablo Avenue and Rumrill Blvd. in the City of San Pablo. Most signalized intersections have been upgraded with newer 2070 signal controllers. However, there are several signals that will still need new controllers. Some signals have received dual mode phase selectors. However, most signals still need to be upgraded with the necessary dual mode phase selectors. Please note this project will require a thorough evaluation of all existing TSP and signal systems at each intersection to determine what equipment and or firmware upgrades are necessary to ensure a fully operational system.

This project will not include any bus stop or communication improvements. As most bus stops along San Pablo were relocated as part of original SMART corridors project, improvements to bus stops along the corridor will be reserved for other projects planned/currently in process along the corridor. Bus Stop and communication improvements needed along Grand/W. Grand corridor are included in another project currently in process.

An ongoing MTC project has separately evaluated and identified needed TSP improvements along W. Grand Avenue corridor between Maritime Street and Northgate Avenue. Although existing TSP equipment was found at most of the intersections, no site had fully operational TSP. Some signal upgrades were also determined necessary. The findings of the MTC project will be incorporated into the scope of this project (please see attached Appendices A and B for documentation referencing the report completed for MTC). This project will also investigate existing conditions and gaps in the TSP system along the Grand Avenue corridor between Northgate Avenue and Lake Park Street and include all work needed for this segment. The investigation will determine/confirm all necessary installs/upgrades needed (equipment or firmware) to be incorporated into final design plans to ensure systems are fully operational for their intended purpose. When the project is complete, the operable Grand/W. Grand Avenue TSP system will thus extend from Maritime Street to Lake Park Street. So, in review, this project will be evaluating existing conditions and proposing improvements to TSP systems at 12 intersections (east of Northgate & W. Grand) while incorporating improvements proposed at 10 others (through the MTC project) for a total of 22 intersections along the Grand/West Grand corridor (in Oakland).

This project will also evaluate ~ 26 signalized intersections along crossing arterials (plus 3 ramps) between San Pablo and Interstate 80 (various jurisdictions) to determine/confirm that all intersection TSP installs are complete and ready for full operation (originally installed as part of the i80 ICM project). These signalized intersections currently have GPS TSP systems installed but not operating. Programming, testing, and activation is still needed at these intersections as well. After evaluation, all necessary installs/upgrades (equipment or firmware) will need to be incorporated into final design plans to ensure systems are fully operational for their intended purpose.

Final programming, testing, and activation of Signal, and TSP systems will be needed along all the project corridors.
The design consultant will also be responsible for design and verification services relating to a W. Grand camera deployment. As a part of the ongoing MTC work on the West Grand Avenue corridor, this project will design and construct two (2) camera sites (each potentially consisting of more than one camera) at or between the Frontage Rd. and Maritime Street intersections along W. Grand Avenue. It is proposed that these would be state-owned and operated cameras connected to the Caltrans District 4 Traffic Management Center (TMC).

The primary purpose of these cameras is traffic and queue monitoring of the segment by AC Transit Operations Control Center (OCC) staff so that they may determine, based on camera feed surveillance, whether to route Transbay buses along the segment. This segment of W. Grand has variable and occasionally severe traffic congestion and queuing. Possible secondary purposes of the cameras could be collecting traffic count, traffic speed and real-time queuing data. An MTC consultant has assessed this road segment, as well as an adjacent ramp area, and provided a conceptual plan of a camera deployment for the purposes of assisting AC Transit OCC staff in transit routing. Please see the attached Appendix C, Camera Deployment Plan. Please note that it is not anticipated that Camera Location 1, on the West Grand ramp structure, would be one of the two camera sites envisioned.

The consultant would produce the final design, specification, environmental and permitting documents required for the purposes of constructing these camera sites (as well as all other elements within the scope of this design). The consultant should also make recommendations as regards to the calibration, integration and operations of the camera systems, particularly how they will connect with any associated Caltrans system while allowing for the video feed to be shared with AC Transit. The proposed camera operation and design should meet the needs of AC Transit and Caltrans; it should also reflect any Caltrans restrictions on control of surveillance feeds, hardware form factor and weight.

In summary this project seeks to install a GPS TSP system at ~ 80 signalized intersections along project corridors as well as programming, testing, and activation at a potential total of ~ 120 signalized intersections and install cameras at 2 locations along W. Grand. The following presents a description of major tasks and subtasks to complete preliminary through final PS&E as well as construction engineering for the Project:

- Task 1 – Project Management
- Task 2 – Preliminary Engineering
- Task 3 – Public Outreach
- Task 4 – Preparation of 35% & 65% PS&E Documents
- Task 5 – Preparation of Final 100% Bid-Ready PS&E Documents
- Task 6 – Signal coordination/signal timing preparation and implementation
- Task 7 – System Integration Support
- Task 8 – Bid & Construction Support

In general, the required scope of work shall include any and all implicit and explicit required tasks (not limited to these listed) inherently necessary to complete the overall project’s intended purpose (i.e. It is expected that the consultant will need to facilitate numerous meetings and presentations
with the public and/or various project stakeholders under each of the listed tasks, be responsible for preparation as well as implementation (signal controller programming) of signal coordination/timing changes, etc.

The project must meet an aggressive implementation schedule sought by MTC. All improvements are to be constructed and installed by February 2020. To ensure the design phase of the project does not delay start of construction, the selected firm shall have enough experienced technical staff available/capable of producing final PS&E documents for all proposed improvements spanning the project limits along the corridor within 5 months of NTP. MTC has indicated the need to complete the project construction phase by January 31, 2019. This requires the design phase to be completed with all construction documents ready for solicitation no later than July 31, 2019.

**Task 1: Project Management**

The consultant shall apply project management tools and techniques to produce consistent and quality-oriented project deliverables within the allocated budget and schedule. The consultant shall be in regular communication with the District's Project Manager to provide project status updates on a weekly basis through the construction phase. The consultant is expected to coordinate with the District and all project partners, including Metropolitan Transportation Commission, the cities of Oakland, Berkeley, Emeryville, Albany, El Cerrito, Richmond, San Pablo, the County and California Department of Transportation District 4 to provide a functional and effective design that meets the standards of both the District and project partners.

The consultant shall also provide typical on-going project management activities, including (not limited to) preparation of meeting agendas, meeting facilitation, meeting minutes, weekly/bi-weekly coordination meetings, periodic project schedule updates, and monthly invoices. Working with District staff, the consultant shall regularly monitor, track, and report the status of the project budget, work effort progress, and schedule. Reports shall be straightforward, easy to read and understand, logically organized and structured to provide the relevant/important information and include early identification of challenging issues and their effective resolution.

**Task 2: Preliminary Engineering**

**Task 2.1 - Survey & Base Mapping**

The consultant shall perform a thorough evaluation of all signalized intersection systems slated to receive TSP upgrades or which have already been upgraded with TSP, and are included in the project, to determine what work is still needed to activate a fully functional TSP system along all project corridors. The consultant will then prepare a brief report summarizing the findings.

The consultant shall prepare appropriate base mapping for design and conduct all associated surveying/research necessary. Base mapping shall consist of digital plans of field surveyed information, including (but not limited to) all existing roadway features, traffic signal equipment, right-of-way, survey control, property lines/ownership information as well as compiling of all necessary information for utility facilities while evaluating for potential conflicts. Each site investigation shall also include reviewing any/all as-built documents. It is expected that the consultant will establish and confirm the basis of design in this task.

**Task 2.2 - Environmental Evaluation**

It would be best for the project to be considered as a whole (vs. several separate city projects) for both the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA) processes. At a minimum, checklists and basic environmental analyses will be required. The consultant is tasked with determining local, state, and federal requirements, and preparing the
necessary evaluation and documentation to ensure that the documentation is performed correctly and expeditiously. This includes performing any supporting studies (including traffic or parking studies) that maybe required in the process.

The Environmental Evaluation, conducted by the design consultant, shall be complete. The consultant shall submit the Environmental Checklist document clearly identifying all environmental impacts from the project to all necessary agencies as required, and then recorded as appropriate. Due to the nature of the improvements it is anticipated that this project will be identified as categorically exempt under CEQA (or categorically excluded under NEPA) requirements.

**Task 3: Public Outreach**

AC Transit is not anticipating community meetings for this project as the project is focused on signal technology. However, if needed, Public meetings will be organized and facilitated by the consultant with support from District staff. The consultant will be responsible for reservations, mailings, and presentation materials. Other smaller business/neighborhood organization meetings will also be facilitated by the consultant. It is anticipated that the consultant will develop some of the necessary presentation materials from existing design documents during preparation of the 35% design submittals.

The consultant will be responsible for developing a public outreach plan to ensure awareness and gain local input throughout design and construction phase of the process. The consultant will analyze demographic information in the project corridors capturing data, such as race and ethnicity, income, and language to develop the outreach plan. The consultant will meet with all stakeholder agencies, as determined in consultation with AC Transit staff, to develop a specific outreach plan, given the type of proposed project. At minimum, all outreach deliverables must be provided in English, Spanish and Chinese.

The consultant will develop materials for Transportation Commission, City Council and AC Transit’s Board meetings and provide necessary support for District staff. The consultant will be responsible for mailings, handouts, and presentation materials. The handouts will include, but not limited to a fact sheet, proposed project map, and Frequently Asked Questions. Additionally, the consultant will be responsible for sending specific notifications to property owners, business owners and residents in the vicinity of the proposed bus stop improvements.

The consultant is also responsible for providing content for the AC Transit project’s website and preparing content and images for eNews (multiple languages) and social media posts (English only).

**Task 4: Preparation of 35% and 65% PS&E Documents**

The design consultant shall escort and oversee the project through the design phase, working with each agency and the District for timely submission of complete design documents. The consultant will be responsible for corresponding reviews through each design stage of the and quality control in this task. Acting as adjunct staff, under the direction of the District’s project lead, they will be responsible for providing the necessary support and direction to complete the design successfully and on time. This will include any correspondence needed with the appropriate/necessary departments of each agency to ensure a timely comprehensive review of the design at each stage.

**Task 4.1 - 35% PS&E**

Based on the site investigations and the establishments of design, the consultant shall proceed to develop 35% PS&E design documents to depict key aspects of design. The consultant shall coordinate with the District and the project partners to ensure all necessary aspects of the design are
included. Preliminary project contracting requirements, general conditions and technical specifications will also be prepared and submitted. A construction schedule representing a 35% level estimate for all remaining portions of the design and project shall be prepared and included. All designs shall comply with current/required jurisdictional codes. Preliminary construction cost estimates will be prepared and included as part of this design package.

Task 4.2 - 65% PS&E

Building on the 35% Engineering Design, the PS&E documents will be further developed significantly with additional design content/details and requirements to reflect a 65% design level of completion. After the District and project partners comment on the 35% Design submittal, the consultant shall respond and resolve any outstanding issues for the 65% design phase. Comments on the 35% design will then be incorporated into the 65% design plans. The design consultant will further develop the Technical Specifications with additional details and requirements to reflect a 65% design level of completion. At this stage a construction schedule representing a 65% level estimate for all remaining portions of the design and project shall be prepared and included. The consultant will develop 65% level estimates of probable construction costs for the project. At this time the consultant will also provide reasonable construction alternatives/project phases to meet funding constraints, as necessary.

Task 5: Preparation of Final 100% Bid-Ready PS&E Documents

This task will entail preparation of the 100% bid-ready design plans, specifications, and estimates (Final PS&E). Building on the detailed designs prepared during the 65% design phase, the final plans, specifications, and estimates will be further developed with all design details and requirements necessary to finalize the design documents ready for construction. Once the consultant has responded and resolved any issues for the final design phase, comments on the 65% Design Plans will be incorporated. The 65% design plans will then be further developed with additional design details and requirements to complete a Final 100% Bid-Ready PS&E package ready for construction. Comments on the 65% specifications will also be incorporated. Then building on the 65% Design Technical Specifications, the consultant will further develop the Technical Specifications with additional details and requirements to reflect a Final design level of completion. At this stage, another construction schedule representing a 100% level completion of the design shall be prepared for the project. Final Engineer’s Estimate of Probable Construction Costs will be completed for the entire project, including final alternatives, and/or phases needed to meet funding constraints, as necessary. Consultant will allow agencies to confirm all 65% review comments have been resolved and incorporated into final 100% plans before deeming final plan set Bid-Ready.

Task 6: Signal Coordination/Signal Timing Preparation and Implementation

The W. Grand portion (from Maritime Street to Northgate Avenue) of the Grand/W. Grand corridor has been evaluated on the basis of field review and various counts taken between 2016-2018 and will be re-timed/coordinated with new signal timings incorporated and fine-tuned by an outside MTC consultant. These tentative signal timing recommendations are included in the implementation report prepared for MTC.

It is expected that the I-80 Integrated Corridor Mobility (ICM) project, along San Pablo, will have the corridor already re-timed/coordinated for TSP. However, the consultant will be responsible to ensure the entire corridor’s coordination is in optimum working order. To ensure the entire corridor is optimized the consultant should be prepared to perform the following:

A traffic study to confirm signal operational strategies for the project corridors, supplementing and incorporating the work performed on W. Grand by the MTC consultant, shall be conducted by the design consultant. Based on traffic and operations analyses using Synchro the design consultant will
propose modifications for review. Any ADT/TM counts needed to perform the analysis should be taken as soon as possible to avoid any delays. Any existing data available should be utilized wherever possible and approved by local agencies. Both bus and automobile queues/merges, LOS, and travel times should be evaluated in the analysis. Model coding for project corridors should include sufficient detail to provide adequate data results, such as TSP parameters (or an approved emulation method), lane configurations, bike facilities, driveway locations, pedestrian crossings, on-street parking, signalized/non-signalized left turns and queues, and existing speed limits, etc.

Based on the results of this study and comments to proposed signal coordination and timing modifications, the consultant will prepare revised base Time of Day (TOD) signal timing sheets for the corridors, except for the W. Grand corridor. The consultant will coordinate with the MTC consultant on the proposed retiming of the W. Grand portion of the corridor. These new proposed signal timing should:

- Incorporate a Transit Signal Priority (TSP) system along the entire corridor for all corridors.
- Revise/improve signal coordination plans along the project corridors incorporating TSP and time savings from signal upgrades to create a more efficient/effective and responsive coordination system.

The proposed signal timing plans will be submitted for final review by appropriate agencies for comment. Upon receipt of comments and final approval by each agency (expect at least 2 iterations), the consultant is responsible for the implementation of new signal timing plans and final fine-tuning of the signal coordination, in concert with the MTC consultant’s implementation/timing on the W. Grand portion of the corridor.

**Task 7: System Integration**

System Integration support will need to be provided to ensure completion of all tasks and ensure full operation of the project system as intended. This project will include coordination with multiple agencies and their individual systems. Any final (“last mile”) connections, ensuring compatibility & connectivity, needed between these systems will be the responsibility of the consultant to coordinate and provide all necessary designs and specifications to ensure full operation of the project system as intended.

**Task 8: Bid/Construction Support**

The consultant shall provide bid support services. This task shall include a pre-bid meeting and responses to subsequent bidder questions and any addendums needed to the Final Design PS&E. The consultant shall provide construction support throughout the duration of construction. This will include all necessary responses to RFI’s, reviewing submittals, reviewing change order requests, and attendance to all weekly construction meetings.
Exhibit B
Special Terms and Conditions

1. **Term of Contract**

   The term of this contract shall be for a period of no longer than 12 months, and shall be begin in March 2019 and completed by February 2020.

2. **Method of Compensation**

   The Contractor agrees to perform all of the services included in Exhibit A, Scope of Work for a total contract ceiling that shall not exceed $ ______________, in accordance with the Contractor's Offer/Best and Final Offer, if any, as accepted by the District. The total not-to-exceed price shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs, and all other costs and expenses incurred by the Contractor.

   The Contractor shall submit invoices, based on the milestone payment schedule amounts upon the delivery and District acceptance of deliverables, or at the end of each month if a subcontractor/subconsultant submits an undisputed invoice for payment, and shall state the number of hours and the applicable hourly rate of each person. Hourly rates shall be in accordance with the Contractor's Offer and BAFO if any, as accepted by the District. The District will endeavor to pay properly submitted, undisputed invoices within 30 calendar days of initial receipt.

3. **Contract Order of Precedence**

   Upon award, the following shall comprise the contract document. In the event of a conflict in the provisions of the Contract, as accepted by the District and as they may be amended, the following shall prevail in the order set forth below:

   A. Exhibit B, Special terms and conditions
   B. Exhibit C, Standard terms and conditions
   C. Exhibit A, Scope of Work
   D. Exhibit D, inclusive of Final Offer, SOQ and Completed Forms, as accepted the District

4. **Notices**

   A. Any notice, consent or other communication (“Notice”) required or permitted under this Contract shall be in writing and either delivered in person, mailed or electronically delivered as follows:
B.

THE DISTRICT
Jeanet A. Moore
Contracts Manager
AC Transit
1600 Franklin Street
Oakland, CA 94612
Phone (510) 891-5421
Email: JAMoore@actransit.org

CONTRACTOR
Contact Name___________________
Title _____________________________
Contractor Name____________________
Address__________________________
Phone #:__________________________
Email: ____________________________

C. A Notice shall be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express services or, if mailed, ten (10) days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Either party may change its mailing address or the person to receive Notice by notifying the other party as provided in this section. This requirement for duplicate notice is not intended to change the effective date of the Notice sent by facsimile transmission.

5. Alameda CTC Local Business Contract Equity Program

A. Contractor shall comply with all applicable provisions of Alameda County Transportation Commission’s (ALAMEDA CTC’s) Local Business Contract Equity (LBCE) Program, incorporated herein by reference as if attached hereto. The District shall provide a copy of the LBCE Program to Consultant upon request.

B. If the Contractor or any subcontractor/subconsultant is a Local Business Enterprise ("LBE"), Small Local Business Enterprise ("SLBE"), and/or Very Small Local Business Enterprise ("VSLBE") firm, the certificate for that firm shall be attached to this AGREEMENT.

C. No substitution of a listed LBE, SLBE, or VSLBE subcontractor/subconsultant on a contract can be made without the prior written approval of the District with agreement of ALAMEDA CTC. If an LBE, SLBE, or VSLBE subcontractor/subconsultant is unable to perform successfully, the District or Contractor shall submit a written request to ALAMEDA CTC for approval to replace such firm. Contractor must make good faith efforts to replace such LBE, SLBE, or VSLBE with another LBE, SLBE, or VSLBE, respectively. ALAMEDA CTC may investigate the circumstances surrounding the substitution request.

D. Contractor agrees that within seven (7) calendar days’ receipt of payment from the District, Contractor shall pay to its subcontractor/subconsultant all amounts due from such payment for satisfactory performance of its contract, subject to such legal requirements under federal or state law regarding withholding of disputed payments and applicable penalties. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with ALAMEDA CTC’s prior written approval. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Contractor or subcontractor/subconsultant in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontractor/subconsultant performance, and/or noncompliance by a subcontractor/subconsultant. This clause applies to LBE, SLBE, and VSLBE and non- LBE, SLBE, and VSLBE subcontractors/subconsultants.
E. Contractor agrees to include any subcontractor/subconsultant’s acceptable invoices with each Payment Request Form that it submits to Sponsor Agency no later than thirty (30) calendar days after receipt of such invoice from the subcontractor/subconsultant. This clause applies to LBE, SLBE, and VSLBE and non-LBE, SLBE, and VSLBE subcontractor/subconsultant.

F. Contractor agrees further to release retainage payments, if any, to each subcontractor/subconsultant within thirty (30) calendar days after the subcontractor/subconsultant’s work is completed and accepted. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with ALAMEDA CTC’s prior written approval. This clause applies to LBE, SLBE, and VSLBE and non-LBE, SLBE, and VSLBE subcontractors/subconsultants.

6. **Insurance Requirements**

A. The Contractor is primarily responsible for the risk management of its work under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. The District reserves the right to amend the requirements herein at any time during the term of this contract, subject to at least sixty (60) days written notice and an appropriate adjustment of the compensation terms of the Contractor to offset any attributable increase in the Contractor’s costs. Any and all of the Contractor’s sub-contractors must meet the requirements of this Section and Contractor shall include the terms of this Section in each contract with sub-contractors.

B. Prior to beginning the work under this Contract and without limiting any liabilities or other obligations of Contractor, Contractor shall obtain and maintain, and/or cause to be obtained and maintained, the required forms and minimum amounts of insurance coverages as outlined below. Contractor’s responsibility and liability for the services provided by its subcontractors is not limited in any fashion by the types and limits of subcontractors’ insurance. Coverages shall be in full force and effective during the terms of this Contract.

C. **All Insurance Coverages**

Upon execution of the Contract, all required insurance coverages must be evidenced to the District through receipt of acceptable certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing full compliance with the insurance requirements set forth in this Section.

i. Failure of the District to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the District to identify a deficiency from the evidence that is provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

ii. Certificate(s) of insurance is to be mailed to the following address or such other addresses as designated by the District:

iii. Jeanet A. Moore
 Contracts Specialist
 AC Transit
iv. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

v. Failure to maintain the required insurance may result in the termination of this Contract at the District’s option.

vi. If the Contractor fails to maintain the insurance as set forth in this Section, the District shall have the right, but not the obligation, to purchase said insurance at Contractor’s expense.

vii. Contractor shall provide certified copies of all insurance policies required in this Section within ten (10) days of the District’s written request of said copies.

viii. The Contractor’s insurance company(ies) and third party administrators are subject to approval by the District as well as any use of partial or full self-insurance programs. This includes the use and amounts of deductibles and/or self-insured retentions.

ix. Each insurance policy shall not be subject to lapse, cancellation or material change in coverage unless at least sixty (60) days prior to written notice is provided to the District.

x. Each insurance policy shall be written on a primary coverage basis, including any self-insured retentions, unless expressly approved by the District, in writing.

xi. Each insurance policy, with the exception of the workers’ compensation policies, shall include by specific endorsement the following as additional insureds:

a. “The District, its Directors, agents, officers, and employees.”

xii. In addition, any person or entity shall be added as an additional insured upon the request of the District to the Contractor.

xiii. Any failure by the Contractor to comply with the reporting requirements of the required insurance coverage shall not affect the coverage provided to the District, its Directors, agents, officers, and employees.

xiv. If Contractor’s liability policies do not contain a separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

xv. To the extent permitted by insurance, Contractor waives all rights of subrogation or similar rights against the District and its members and each of their respective agents, officers, employees and directors.
xvi. By requiring the insurance in this Section, the District does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor liability under the indemnities granted by the District in this Contract.

xvii. Claims-Made Insurance

If any insurance specified below shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

a. Policy retroactive date coincides with or precedes the Contractor’s start of work (including subsequent policies purchased as renewals or replacements).

b. Contractor shall make every effort to maintain similar insurance for at least five (5) years following project completion, including the requirement of adding all named insureds.

c. If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement or Permit.

d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

D. Commercial General Liability Insurance

i. Contractor shall maintain general liability and, if necessary, excess/umbrella insurance with a limit of liability not less than $1,000,000 each occurrence. If such insurance contains an aggregate limit, it shall apply separately to this Contract. The insurance shall, at a minimum, cover liability arising from premises, operations, independent contractors, products and completed operations, personal injury, advertising injury and liability assumed under insured contract, including the tort liability of another assumed in a business contract. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution or employment-related practices.

ii. Coverage for claims or incidents occurring, but not known, during the policy period will extend for a period of at least three (3) years past acceptance, cancellation or termination of the Work.

E. Automobile Liability Insurance

i. Contractor shall maintain automobile liability and, if necessary, excess/umbrella insurance with a limit of liability of not less than $2,000,000 each accident. Contractor shall also maintain uninsured and underinsured motorist coverage with limits of liability of not less than $2,000,000 each accident. Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage.
ii. With respect the District’s vehicles loaned or leased to Contractor for the completion of the Work, the District shall be named as loss payee. In the event of a loss, Contractor will be responsible for the cost of repairing or replacing the vehicle with vehicles of like kind and quality.

F. Professional Errors and/or Omissions

Contractor shall maintain professional insurance appropriate to Contractor’s profession with a limit of not less than $1,000,000 per occurrence.

G. Workers Compensation Insurance

Contractor shall maintain workers compensation and employers liability insurance in accordance with the Federal and State statutes having jurisdiction over the employees where the work is performed. The limits of liability for employers’ liability coverage shall not be less than $1,000,000 each accident for bodily injury by accident and $1,000,000 each employee for bodily injury by disease.

Additionally, the coverage shall include:

i. The District, its officers, officials, Board of Directors and employees are to be covered as additional insureds as respects to liability arising out of activities performed on behalf of Contractor, products and completed operations of Contractor, premises owned, occupied or used by Contractor, and automobiles owned, leased, hired or borrowed by Contractor. Coverage shall contain no special limitation on scope of protection afforded to the District, its officers, Board of Directors, officials or employees.

ii. A waiver of subrogation for the District, 

iii. An endorsement indicating the coverage is primary and non-contributing and any coverage maintained the District is excess over the Contractor’s insurance coverage, and

iv. An endorsement scheduling this Contract with the District as an Insured Contract on the policy, including removal of insured vs. insured exclusionary language that may be applicable to this Contract.

The coverage should not contain an exclusion for claims arising out of the ownership, entrustment, maintenance, operation or use of any motor vehicles that are owned, operated or rented by or loaned to the Named Insured.

7. Prompt Payment

The District shall pay properly submitted, undisputed invoices within 30 calendar days of initial receipt. Within seven (7) calendar days of receipt of payment from the District, the prime Contractor shall pay any subcontractors that have submitted undisputed invoices and report such activity in the District’s contract monitoring tool cited below.

8. Electronic Contract Monitoring
For contract monitoring and tracking purposes, the District utilizes B2GNow. This is an interactive system which requires all tiers of contractors to login and submit payment data for prompt payment compliance and subcontractor utilization purposes. If no subcontractors are being proposed, the District may waive the requirement of utilizing this system.

9. Rights in Data

The term “subject data” as used herein means recorded information, whether or not copyrighted, that is delivered under this Contract. The term includes graphic or pictorial delineation in media, text in specifications or related performance or design-type documents and machine forms. Except for its own internal use, Contractor may not publish or reproduce such data in whole or in part, nor may Contractor authorize others to do so, without the written consent of the District, until such time as the District may have either released or approved release of such data.

In the event that the scope of work in this Contract is not completed, all data generated under this Contract shall become subject data and shall be delivered as the District may direct.

10. Release of Information

Before releasing any reports, promotional materials or information prepared in connection with this RFQ and subsequent Contract, the Contractor shall provide a copy or copies for first review by the District. Contractor shall not use the District’s logo without specific written permission from the District Staff.

11. Indemnification

A. Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the District, and the agents, representatives, officers, directors and employees of the District (Indemnified Group) from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this contract, including but not limited to, work or services by any subcontractor or anyone directly or indirectly employed by or contracting with a Contractor or a subcontractor or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor’s and subcontractor’s employees or subcontractors.

B. If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this contract and or described herein, Contractor, at its sole cost and expense, shall pay, resist or defend such claim or action on behalf of the Indemnified Group by attorney of Contractor, or if covered by insurance, Contractor’s insurer, all of which must be approved by the District which approval shall not be unreasonably withheld or delayed. The District shall cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, the District may
engage its own attorney to defend or assist in its defense, and the Contractor shall pay the reasonable costs and expenses thereof. Any settlement of claims must fully release and discharge the Indemnified Group from any further liability for those claims. The release and discharge shall be in writing and shall be subject to approval by the District, which approval shall not be unreasonably withheld or delayed. If Contractor, its agents or employees, neglects or refuses to defend the Indemnified Group as provided by this contract, any recovery or judgment against the Indemnified Group for a claim covered under this contract shall conclusively establish Contractor’s liability to the Indemnified Group in connection with such recovery or judgment, and if the District desires to settle such dispute, the District shall be entitled to settle such dispute in good faith and Contractor shall be liable for the amount of such settlement, and all expenses connected to the defense, including reasonable attorney fees, and other investigative and claims adjusting expenses.

C. Insurance provisions set forth in this contract are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

12. Notice of Labor Disputes

A. If the Contractor or a Service Delivery Provider has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor immediately should give notice, including all relevant information, to the District’s Project Manager and the District’s Contracts Specialist.

B. The Contractor agrees to insert the substance of this clause, including this paragraph in any subcontract under which a labor dispute may delay the timely performance of this Contract; except that each subcontract should provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor should immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

13. Removal of Contractor’s Personnel

A. The Contractor and any Service Delivery Provider acknowledge that any person assigned to work under this Contract must perform their duties so as to not unduly impair contract performance. By assigning a person to work under this Contract, the Contractor and any Service Delivery Provider agree to be responsible for the behavior of that person during contract performance.

B. The Contractor and any Service Delivery Provider acknowledge that the District has the right to require the removal of any Contractor and any Service Delivery Provider employee that the District determines at its sole discretion to be negatively effecting performance of work under the contract. Examples of such behavior include: (1) conduct which poses a threat to the safety of anyone working under the contract; (2) conduct which is disruptive to contract performance; (3) careless work; 4) conduct which is not
appropriate when transporting participants under this Contract; 5) Conduct in violation of District policy or local, state or federal laws.

C. Upon receipt of written notice from the District that a person’s behavior is unacceptable or unduly impairing contract performance, the Contractor and any Service Delivery Provider agree to remove that person from doing any further work on the Contract, and to cause that person to be removed from providing service under this Contract. The Contractor and any Service Delivery Provider agree that it is not entitled to any additional costs it may incur as a result of the removal of the person from the District.

14. Communications with Contractor’s Staff

In order to ensure efficient communication of operational needs, the District staff shall be permitted to communicate directly with Contractor’s staff regarding day to day issues for the purpose of inquiry as to factual performance issues. The District will not give Contractor’s staff directions concerning performance under this Contract. Issues which affect the Contract will be communicated through the General Manager.

15. Anti-Kickback and Gratuities

The Contractor is prohibited from receiving any kickbacks, gratuities, payments, merchandise, equipment, supplies, services or favors in exchange for directing additional billable services to any sub-contractor.

16. Reporting

Contractor shall provide weekly Project Status Reports to the District’s Project Manager or his/her designee, as requested.

17. Claims process (Public Contract Code § 9204)

A claim is a separate demand by the Contractor for one or more of the following: (i) a time extension for relief from damages or penalties for delay, (ii) payment of money or damages arising from work done pursuant to the contract for a public work, or (iii) payment of an amount disputed by the District. A claim must be sent by registered or certified mail, and upon receipt of a claim sent by registered or certified mail, the District will review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The 45-day period may be extended by mutual agreement or, until after the next Board of Directors meeting, if the Board must approve the disputed and undisputed portions of the claim. Any payment due on the undisputed portion of the claim must be processed within 60 days.

If the claimant disputes the District’s written response or if the District fails to respond to a claim within the time prescribed, the claimant must demand a meet and confer for settlement of the issues in dispute. The District must then schedule a meet and confer conference within 30 days for settlement of the dispute. Any disputed portion of the claim that remains in dispute after the meet and confer conference will be subject to nonbinding mediation, as specified. The District can also require arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if the mediation does not resolve the dispute.
If the District fails to respond to a claim from a contractor within the above referenced time periods, the claim is deemed rejected in its entirety. Unpaid claim amounts which are not paid in a timely manner shall accrue interest at 7% per annum.

To read the full AB 626 language, please refer to: [http://www.leginfo.ca.gov/pub/15-16/bill/asm/ab_0601-0650/ab_626_cfa_20160627_172317_sen_comm.html](http://www.leginfo.ca.gov/pub/15-16/bill/asm/ab_0601-0650/ab_626_cfa_20160627_172317_sen_comm.html)

18. **Governing Law**

All matters arising under the contract shall be governed by California law.

19. **Venue**

In the event of a dispute or breach of contract, venue shall be in Alameda County, California.

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1. RENDITION OF SERVICES

The Contractor hereby agrees to undertake, carry out and complete all work established herein in a professional and efficient manner satisfactory to District standards. The professional service or the performance of work or services required by the District cannot satisfactorily be performed by the regular employees of the District.

2. CONTRACTOR'S STATUS

Neither the Contractor nor any party contracting with the Contractor shall be deemed to be an agent or employee of the District. The Contractor is and shall be an independent contractor, and the legal relationship of any person performing services for the Contractor shall be one solely between said parties.

Contractor shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the District, except for service firms engaged in drawing, production, typing and printing. Contractor shall be solely responsible for reimbursing any subcontractors and the District shall have no obligation to them.

3. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by Contractor shall be and are the property of the District and the District shall be entitled to access thereto, and copies thereof, during the progress of the work. In the event that the work, which is the subject of this Agreement, is not completed, for any reason whatsoever, all materials generated under this Agreement shall be delivered as the District may direct.

4. RECORDS

The Contractor shall permit the authorized representatives of the District to inspect and audit all data and records relating to performance under this Agreement. Contractor shall maintain all such records for a period of three (3) years after the District makes final payment under this Agreement.

5. TERMINATION FOR DEFAULT

In the event the Contractor breaches the terms or violates the conditions of this Agreement, and does not within ten (10) days of written notice from the District cure such breach or violation, the District may immediately terminate this agreement, and shall pay the Contractor only its allowable costs to the date of termination.

6. TERMINATION FOR CONVENIENCE

The District may terminate this Agreement, in whole or in part, at any time for the District’s convenience and without cause at any time by giving the Contractor written notice of termination. The Contractor will be paid for those services performed pursuant to this Agreement to the satisfaction of the District up to the date of notice of termination. The Contractor shall promptly submit its termination claim. If the Contractor has any property in its possession belonging to the District, the Contractor will account for the same and dispose of it in the manner the District directs.

7. NON-DISCRIMINATION

In connection with the execution of any contract hereunder, the Contractor shall not discriminate against any applicant or employee on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sexual orientation, sex or age as defined in Section 12926 Government Code.

8. INDEMNIFICATION

The Contractor shall defend, indemnify, keep and save harmless the District, its Board of Directors, officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with Contractor’s performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

9. CHANGES

If any changes to the scope of services are sought by either party that would require a modification of the amount of compensation, the changes must be reviewed and approved in advance of any action to implement the change by the Project Manager and the Purchasing Department.

The District may at any time by written order make changes within the Scope of Services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, the Contractor shall notify the District in writing of the amount of time and compensation adjustments that are required.

In the event the Contractor encounters any unanticipated conditions or contingencies that may affect the scope of services and would result in an adjustment to the amount of compensation specified herein, Contractor shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation resulting therefrom.

Any notices shall be given to the District under the NOTICES clause of the Special Terms & Conditions. Any and all agreed upon pertinent changes shall be expressed as a written modification to this Agreement prior to implementation of such changes.

10. DISPUTE RESOLUTION

In case any disagreement, difference or controversy shall arise between the parties, with respect to any matter in relation to or arising out of or under this Agreement or the respective rights and liabilities of the parties, and the parties to the controversy cannot mutually agree thereon, then such disagreement, difference, or controversy shall be determined by binding arbitration, according to the rules of the American Arbitration Association. Any award made by the Arbitrator(s) shall be final, binding and conclusive upon all parties and those claiming under them. The costs and expenses of any Arbitration shall be borne and paid as the Arbitrator(s) shall, by their award, direct.

The submission to Arbitration is hereby made a condition precedent to the institution of any action at law or in equity with respect to the controversy involved; and such action at law or in equity shall be restricted solely to the subject matter of the challenge of such award on the grounds and only in the manner permitted by law.

11. NO ASSIGNMENT

This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

12. PROHIBITED INTERESTS

No Director, officer, or employee of the District during his/her tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

Contractor covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor. The District may require Contractor to file an annual Statement of Economic Interest form pursuant to the Political Reform Act of 1974 (Government Code Section 81000 et seq.)

13. WAIVER

Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

14. GOVERNING LAW

This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

15. INSURANCE

Depending on the nature of the services being solicited, the District may have certain minimum insurance requirements.
Copy of successful/final offer to be attached herein