

**REQUEST FOR PROPOSALS
RFP NO. ROA2015917**

**CIVIL ENGINEERING, ENVIRONMENTAL, AND RIGHT-OF-WAY SERVICES
FOR THE STROBRIDGE AVENUE EXTENSION PROJECT**

Issued by the County of Alameda, Public Works Agency, 399 Elmhurst Street, Hayward, CA 94544

TO ALL PROSPECTIVE PROPOSERS for the above project, notice is hereby given that the following changes, modifications, corrections, clarifications, additions, and responses to Proposer's inquiries, as hereinafter set forth shall apply to the subject Request for Proposal described herein and shall be made part thereof and subject to all requirements as if originally specified or drawn.

Receipt of this Addendum No. 2 must be acknowledged on the form in the proposal in writing.

CHANGES TO REQUEST FOR PROPOSAL:

1. Replace RFP Pages 22, 29, and 30 with Pages 22, 29, and 30 (Addendum 2)

PROPOSERS' INQUIRIES AND RESPONSES:

1Q. Is it acceptable to the County/Caltrans to leave drilling spoils from the geotechnical borings on site? ...or should all drilling spoils be removed from the site after drilling?

1A. The resulting spoils and their consequence from geotechnical borings performed on Caltrans ROW will be dependent upon what Caltrans stipulate on their Encroachment Permit for such borings.

2Q. Is there a PR component?

2A. Yes. Please see Page 8, Item E - Public Outreach.

3Q. In the RFP for the Strobridge Avenue Extension project, page 18, g) Staffing Quality, it states: "Individual resumes (along with references) are to be included in this section." How many references for each person do you require?

3A. There isn't a set number of references that need to be provided for each person. We ask that you provide references for those you have chosen to participate on this project have the qualifications and capability to demonstrate that they can perform the job.

4Q Does the Design and PS&E for the existing Strobridge and Norbridge improvements (minor widening and re-striping) need to be part of the PSR-PR and PA/ED process or can they follow a separate project development process with the ACPWA only?

4A. At this time, assume as needed to be part of the PSR-PR and PA/ED process.

5Q. Is the State going to relinquish the ROW to the County and if so when?

5A. To be determined if State is going to relinquish ROW to the County; The State and County has not entered into any written agreement pertaining to State ROW relinquishment. At this time, the State has verbally agreed to allow County to construct the Strobridge Avenue Extension via Caltrans Encroachment Permit (see RFP PROJECT DESCRIPTION, page 2).

6Q. Does the scope of work need to include appraisal and acquisition services or is the County responsible for that?

6A. Scope of Work shall include appraisal and acquisition services.

7Q. Is there a possibility for Federal \$\$ for this project ?

7A. Yes, there is a possibility, but not confirmed at this time.

8Q. On page 17 of the RFP, it states, "*IMPORTANT: The first page of each section must be a summary of information...*" Most Sections do not lend themselves to an executive summary or aren't really needed. Can this requirement be limited to Section e only?

8A. Comply with the stated requirement

9Q. Page 16, k) Technical Ability, of the RFP states, *“In this section the Proposer should effectively demonstrate technical ability to perform the required tasks consistent with the proposed scope of work.”* How do you want this conveyed? It seems redundant as our firm would have shown this ability with our responses to RFP sections: f) Similar Work Experience, g) Staffing Quality, h) Innovative Capability, i) Procedural Familiarity.

9A. Response(s) shall be focused and specific addressing Technical Ability.

10Q. On page D-24, 2.3.1, the RFP states the following:
“For projects requiring the development of construction designs, the objective of this coordination shall be the development of a comprehensive and workable design for the site work portion of the Project and preliminary design for balance of the Project, with consistency in engineering standards, any construction methods anticipated, construction details, materials specifications and approaches, to secure practical, consistent and economic design solutions.”
Can this sentence be clarified? Our legal department does not understand the sentence’s meaning.

10A. This provision requires the consultant to coordinate with its subconsultants and County staff to ensure that any actual site work is done pursuant to a coordinated, consistent, and workable comprehensive design and any preliminary design work is coordinated to ensure consistency in approach and design. The goal is “to secure practical, consistent and economic design solutions.”

11 Q. Insurance shall be maintained through an insurer and with deductible amounts acceptable to County. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement, without lapse, and shall provide a discovery period for a period of three years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made within four years after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11 A. The County requires the insurance to be on an occurrence basis. This address if the coverage is on a claims-made basis. Extended discovery period is a provision of coverage in claims-made policies, for claims brought against the insured following cancellation of the policy if the event(s) that caused the damage or injury occurred during the policy's cancellation.

Extended Coverage and Additional Insured Status: The County is requiring that the contractor maintain general liability coverage and maintain our entity's status as an additional insured for a period of time after completion. This is due to the fact that defects in construction may not become evident or cause damage for many years after completion, and want to be certain the contractor has coverage naming the County as an additional insured when that damage first occurs.

12Q. Certificates of insurance, in form and with insurers satisfactory to County, evidencing all coverages above shall be furnished to County before commencing any operation under this Agreement, with complete copies of policies promptly upon County request.

12 A. We do want to reserve the right to request a copy of the policy to review coverage language. The proprietary business information often contained in an insurance policy is insurance premiums, rates and business volumes, which is not our intent. If a copy of the policy is necessary for review the proprietary information and trade secrets can be redacted from the document.

13 Q. Contract Negotiation Authorization: "The Consultant shall identify any agreement and insurance waivers requested." How does this request differ from Attachment C-Exceptions and Amendments ("list any requests for exceptions and amendments to the RFP and associated documents")? Should any waivers be included in both places?

13 A. Any agreement exceptions or insurance waivers should be listed on Attachment C – Exceptions and Amendments form included in the RFP. You will only need to make the exception or waiver request once – on Attachment C.

END OF ADDENDUM NO. 2

OFFICE OF THE COUNTY ENGINEER

The observant reader will note that the evaluation criteria corresponds to some of the required sections of the written proposal as specified in [Section II-C-2](#).

At least three of the highest scoring proposers will be invited to participate in an oral presentation/interview. All other proposers will be deemed eliminated from the process.

The proposer with the highest combined score of the oral presentation/interviews and the proposals will be the preferred proposer with whom a negotiated agreement will be sought.

C. Notice of Recommendation to Award

At the conclusion of the contract negotiation process, ACPWA will notify all proposers by e-mail and certified mail of the contract award recommendation, if any. The announcement will be titled '*Notice of Recommendation to Award*.' It will provide the name of the proposer being recommended for contract award and the names of all other parties that submitted proposals.

Also, at the conclusion of the contract negotiation process, debriefings for unsuccessful proposers will be scheduled and provided only upon written request. A debriefing will generally be restricted to discussion of a proposer's unsuccessful proposal. However, it may include, at the discretion of ACPWA, review of the successful proposer's proposal with redactions as appropriate. Under no circumstances will any discussion be conducted with regard to the successful proposer's contract negotiations.

The submitted proposals will be made available upon request following the conclusion of contract negotiations with the preferred Proposer and no later than five calendar days before the contract is to be considered for award by the Board of Supervisors.

D. Protest/Appeals Process

ACPWA prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that proposers wish to protest the process or the recommendation to award a contract for this project once the Notice of Recommendation to Award has been issued. Protests submitted prior to issuance of the Notice of Recommendation to Award will not be accepted by the County.

1. Any protest by any proposer regarding any other proposal must be submitted in writing to Art Carrera, Road Program Manager, Alameda County Public Works Agency, 399 Elmhurst St, Hayward, CA 94544, before 5:00 p.m. of the fifth business day following the date of issuance of the Notice of Recommendation to Award, not the date received by the protester. A protest received after 5:00 p.m. is considered received as of the next business day.

- a. The protest must contain a complete statement of the reasons and facts for the protest.

- b. The protest must refer to the specific portions of all documents that form the basis for the protest.

of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

Pursuant to California Labor Code, California Prevailing Wage Rates are required to be paid for all covered classifications, such as field surveying, potholing, and soil testing.

Department of Industrial Relations Registration: A contractor or subcontractor shall **not** be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, (**unless it is registered at time of bid submission**), or engage in the performance of any contract for public work, as defined in this chapter, unless registered and qualified to perform public work pursuant to Section 1725.5. However, for federally-funded projects, it is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

3. Alameda CTC Requirements

Receipt of Measure B funding is governed by an agreement between Alameda CTC and ACPWA. The Consultant is expected to comply with provisions of this agreement and to assist the County with meeting its obligations under the agreement. Specific provisions with which the Consultant should be particularly aware include:

§I (13) Local Business Support: Alameda CTC encourages business to locate and remain in Alameda County, to employ residents of Alameda County and to spend Measure B funds for goods and services with local Alameda County businesses. To promote these ideals, Alameda CTC has created the Local Business Contract Equity (LBCE) Program.

For this Contract, the LBCE Program objective is to benefit Local Business Enterprises (LBE) and/or Small Local Business Enterprises (SLBE) with the goal of awarding 70-percent of the total contract amount to LBEs and/or 30-percent of the total contract amount to SLBEs.

It is the responsibility of qualified firms to ensure that they are appropriately certified on a timely basis. Valid certifications (not applications for certification) must be included with the Proposal at the time of submission. Applications for LBE and/or SLBE certification will not be accepted with the proposal.

All proposers must:

Complete the "SLBE/LBE UTILIZATION PERCENTAGE" section of the CONSULTANT SLBE/LBE UTILIZATION INFORMATION FORM (Attachment E-1) and indicate which sub-consultants who are SLBE/LBE on this same form.

Complete the "Alameda CTC Certification" section of the ALAMEDA CTC VENDOR/PARTNERING CONTRACT INFORMATION FORM (Attachment E-2)

Submit a completed CONSULTANT PROPOSAL LBE/SLBE COMMITMENT form (Attachment E-3)

Submit completed LBE/SLBE SUB-CONSULTANT INFORMATION sheet (Attachment E-4) for each LBE and SLBE firms being claimed for credit, regardless of tier.

All work performed by LBE and SLBE firms should be clearly identified and the percentage of their involvement noted on these Information Forms and on their WORK PLAN.

In order to fulfill receive full credit for participating in the Alameda CTC's LBE Program, the consultant must meet or exceed ACTC's LBE and SLBE goals, 70%/30%, respectively FOR THE ENTIRE CONTRACT WORK in this project.

If the project utilizes LBE/SLBE firms, the prime consultant will be required to report LBE/SLBE utilization with each invoice of payment.

~~LBE/SLBE certification status must be maintained for the term of the contract. Consultant shall ensure that their own certification status and/or that of participating subconsultants (as is applicable) are maintained in compliance with the LBCE Program. If a LBE/SLBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify the consultant in writing with the date of de-certification. Any changes should be reported to the ACPWA and Project Manager within 30 days. The above reporting requirements (to ACPWA) shall apply to the Consultant if it becomes certified or decertified during the life of the contract.~~

~~Prime Consultants shall maintain the LBE and SLBE participation levels achieved at the time the Contract is awarded throughout the term of the Contract. Any modification to the original participation level shall be approved by ACPWA. No substitution of a listed LBE, SLBE, or VSLBE Subconsultant can be made without the prior written approval of ACPWA. If the request is approved, the Prime Consultant shall make its best efforts to replace the original LBE, SLBE, or VSLBE with another LBE, SLBE, or VSLBE, respectively.~~

All LBE/SLBE participation, except for LBE/SLBE (prime) consultant, must be tracked and monitored utilizing the County's Elation Compliance System.

Alameda County utilizes the Elation Systems Contract Compliance application as part of its commitment to assist contractors to conveniently comply with legal and contractual requirements. Elation Systems, a secure web-based system, was implemented to monitor compliance and to track and report LBE/SLBE participation in County contracts.

The prime contractor and all participating local and LBE/SLBE subcontractors awarded contracts as a result of this bid process for this project are required to use Elation to submit LBE/SLBE Program information including, but not limited to, monthly progress payment reports and other information related to LBE/SLBE participation. Use of Elation Systems, support and training is available at no charge to prime and subcontractors participating in County contracts.

Upon contract award: