



## REQUEST FOR PROPOSALS (RFP) NO. 21-3

### CONSTRUCTION MANAGEMENT SERVICES

#### CITY OF SAN RAMON IRON HORSE TRAIL/BOLLINGER CANYON ROAD BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT (PROJECT 120025)

#### I. INTRODUCTION

The Contra Costa Transportation Authority (Authority) is releasing this RFP to select a Consultant (Consultant) to perform full construction administration and construction management services for the construction of the Iron Horse Trail/Bollinger Canyon Road Bicycle and Pedestrian Overcrossing project (Project) in the City of San Ramon (City).

#### II. PROJECT SUMMARY

The project arose from the desire to enhance safety for pedestrians and bicyclists using the Iron Horse Trail, improve traffic flow on Bollinger Canyon Road, facilitate alternative transportation, and enhance recreation. The Iron Horse Trail is a Route of Regional Significance that serves as a bicycle and pedestrian corridor through the center of the San Ramon Valley. It extends from Dublin in the south to Martinez in the north and serves both local and regional users. The Trail Iron Horse Trail currently serves a number of important destinations in San Ramon including three schools, City Hall, a library, Central Park, the Bishop Ranch Business Park, the San Ramon Transit Center, the City Center Bishop Ranch, and the Market Place Shopping Center. The Iron Horse Trail will also connect with the City Center Bishop Ranch Walking District. The anticipated benefits of the overcrossing are summarized in the [San Ramon Valley Iron Horse Trail Bicycle Pedestrian Corridor Concept Plan](#).

The City undertook a Feasibility Study that was completed in 2009. This was followed by an extensive Community Outreach effort and Preliminary Design which was completed in 2015. In November 2017, the City approved an Initial Study/Mitigated Negative Declaration for a Project that called for a cable-stayed bridge with a support tower on the south side of Bollinger Canyon Road that would span over the entire width of Bollinger Canyon Road with no median support. Subsequently, the City and Authority entered into discussions for the Authority to manage the design and construction of the project. A cost analysis by the joint City and Authority team indicated that the cost to construct the approved alternative would likely exceed the available funding.

The City then obtained the services of a consultant to review/develop various design options for the overcrossing and to provide preliminary estimates of the different bridge design options. Based on cost estimate information provided by the Authority, the City was able to identify a design alternative that would meet the project budget constraints and the City's stated goal of creating a bridge that is "iconic",

relatively unique to the City, and is architecturally complimentary to the recently completed City Center Bishop Ranch project. This alternative will construct a cable-stayed bridge with a median support pylon on Bollinger Canyon Road, with steel back spans, and mechanically stabilized earth (MSE) approach embankments and reinforced concrete abutments.

In May 2020, the Authority entered into an agreement with COWI North America Inc. to prepare final design and construction documents, and to provide design support services during construction. The current design calls for a steel 70 feet tall V-shaped pylon, cable stayed structure totaling 200 feet. There are steel back spans measuring 30 and 40 feet, supported by reinforced concrete, V-shaped piers. The approaches consist of MSE supported embankments and reinforced concrete abutments. The pylon is supported by a concrete pile cap and two 72-inch diameter Cast In Drilled Hole (CIDH) piles roughly 78 feet long. The back spans piers are supported by 48-inch diameter CIDH piles roughly 40 feet in length. The deck will be constructed of precast concrete panels. In addition, there will be utility protection, roadway realignment, signing, striping, traffic signal, lighting, landscaping, and irrigation work. The design is currently being designed to the 90 percent design phase.

In order to better manage cost and project risk, the Authority and the City have adopted the Construction Manager/General Contractor (CM/GC) procurement approach. In November 2020, the Authority entered into an agreement with Shimmick/Myers & Sons JV (SMJV) to provide preconstruction services and anticipate that SMJV will be retained to perform construction services for the project provided that there is agreement on the price. The current construction cost is estimated at around \$15 million.

The following additional information is posted together with this RFP at PlanetBids:

1. San Ramon Conceptual Bridge Design Report- Iron Horse Trail Overcrossings, Bollinger Canyon Road and Crow Canyon Road dated December 2015
2. City of San Ramon Infrastructure Committee Meeting Agenda Package (February 26, 2019)
3. Bollinger Canyon Road Widening Plan dated February 2017
4. San Ramon Iron Horse Trail Project Final Initial Study/Mitigated Negative Declaration (IS/MND) dated January 2018
5. Addendum to the IS/MND for the San Ramon Iron Horse Trail Overcrossings Project dated July 16, 2019
6. COWI 65% Plans dated August 27, 2021
7. SAN RAMON IRON HORSE TRAIL OVERCROSSING PROJECT-Draft Memorandum on CM/GC Delivery Approach dated December 17, 2019

The Consultant selected shall perform full construction administration and construction management services for the successful construction and closeout of the project. The Consultant shall conduct constructability review, biddability review, bid assistance and management, establish field office, construction management, survey and verification of contractor's staking, utility relocation coordination, inspection, schedule analysis, permit monitoring and reporting, coordination, quality assurance, material testing, submittal review, verification, claim and conflict resolution, public information and outreach, and recommendation for acceptance of improvements of the proposed Project, to assure consistent and satisfactory quality of such improvements in accordance with the approved construction documents, and to close out the construction contract, encroachment and other permits. The Consultant shall maintain and submit the necessary records and reports to meet Federal and State funds requirements. The

Consultant shall coordinate its work with the CM/GC throughout the life of the project.

In the event that the Authority and the CM/GC are unable to reach agreement on the costs and terms of construction, the Consultant will, as an optional task, provide bid assistance and management.

Proposers should have experience with the CM/GC process, construction of cable-supported bridge structures, complex construction staging, underground utility work, public outreach, American Association of State Highway and Transportation Officials (AASHTO) standards, Federal funding requirements, California Department of Transportation (Caltrans) local assistance requirements, structures, and headquarters. In addition, Proposers should demonstrate experience in project management and project controls, construction of cable structures, bicycle, and pedestrian facilities, use of CM/GC delivery method for construction, and project collaboration and document control software.

For a complete description of the Draft Scope-of-Services, see the Draft Scope-of-Services attached hereto and incorporated herein as Attachment A.

### **III. PROPOSAL INSTRUCTIONS**

#### **A. GENERAL INSTRUCTIONS**

Where two or more firms, persons or entities wish to submit one proposal in response to this RFP, they should do so on a prime and subconsultant basis rather than as a joint venture. The Authority will contract with a single firm, person, or entity only and not with a joint venture. There are no restrictions from subconsultants being on more than one team for purposes of this RFP.

#### **B. CONTACT INFORMATION**

All inquiries, contacts or questions related to this RFP shall be directed to the Authority's online bidding system, PlanetBids at [www.ccta.net](http://www.ccta.net). Proposers are cautioned not to discuss this RFP with any official, Board Member or employee of the Authority. Neither proposers, nor anyone representing the proposer, are to discuss this RFP with any consultant or contractor engaged by the Authority for assistance in preparing a response to the RFP. Violation of this prohibition may result in disqualification of the proposer.

#### **C. PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference for this RFP will be held on December 17, 2021, via Zoom. Attendance at this Conference is strongly recommended but is not mandatory.

#### **D. WRITTEN QUESTIONS/CLAIFICATIONS**

All questions and or clarifications to this RFP must be submitted electronically through your registered account with PlanetBids, the Authority's online bidding system, on or before the due date specified in the above Notice of RFP. No questions or clarifications should be asked to the City or their PlanetBids account. A late request or requests not submitted through PlanetBids will not be considered. The Authority will respond to all questions through PlanetBids by issuing a written addendum.

**E. ADDENDA**

The Authority reserves the rights to revise the RFP documents. Revisions, and notifications thereof, will be made by written addendum and made available to registered vendors with PlanetBids. The Authority will not be bound to any modifications to, or deviations from, the requirements set forth in this RFP as a result of any oral discussions and/or instructions. Proposers must acknowledge receipt of any addenda in their proposal.

**F. CONTRACT TYPE**

Any services provided by the firm that is not specifically covered by an approved contract with the Authority will not be reimbursed. Attachment B, attached hereto and incorporated herein, contains the Draft Agreement (Agreement) that will be used to contract with the firm selected from this RFP.

**G. CONFLICT OF INTEREST**

Any person or firm that has assisted the Authority in preparing any aspect of this RFP or any support cost estimate associated with the Scope-of-Services related to this RFP is prohibited from submitting a proposal in response to this RFP. Firms that received assistance from any such person or entity, or who will use the services of such person or entity in performing the work will be disqualified. A firm who is prohibited from submitting a proposal in response to this RFP will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time. Firms, including subconsultants, responsible for a project's design shall not participate in CM/GC pre-construction services, construction, construction management or construction inspection contacts for the project. The determination of a conflict of interest, direct or incidental, shall be made by the Authority based upon substantial evidence.

**H. PRE-CONTRACTUAL EXPENSES/CANCELLATION OF RFP**

Authority shall not be liable for any pre-contractual expenses incurred by the firm in preparation or submittal of their proposal. The proposer shall not include any such expenses as part of their price proposal. Prohibited pre-contractual expenses include any and all expenses incurred by the proposer prior to issuance of the Notice to Proceed (NTP) by the Authority. The Authority additionally reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs accrued by proposers associated with this RFP.

**I. MATERIALS FURNISHED BY AUTHORITY**

All software, data, reports, surveys, drawings, and other documents furnished to the firm by Authority for the firm's use in the performance of work shall be made available only for use in performing the assignment and shall remain the sole property of Authority. All such materials shall be returned to Authority upon completion of work, termination of the contract, or other such time as Authority may determine.

**J. AMENDMENTS TO PROPOSALS**

No amendment, addendum or modification will be accepted after the Submittal Due Date and Time as specified in the Notice of this RFP.

**K. PROTESTS**

Any proposer may protest a contract award if the proposer believes that the award was inconsistent with the Authority's policies, or this RFP is not in compliance with law. A protest must be filed in writing with the Authority (email is not acceptable) within five (5) business days after date of notification of contract award. Any protest submitted after 5:00 p.m. of the fifth business day after notification of contract award will be rejected by the Authority as invalid and the proposer's failure to timely file a protest will waive the proposer's right to protest the contract award. The proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived. The Authority will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The Authority shall provide the proposer submitting the protest with a written statement concurring with or denying the protest. Action by the Authority relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

**L. CONFIDENTIALITY OF PROPOSAL**

Pursuant to Michaelis, Montanari, & Johnson v. Superior Court (2006) 38 California 4th 1065, proposals submitted in response to this RFP shall be held confidential by the Authority and shall not be subject to disclosure under the California Public Records Act (California Government Code, Section 6250 et seq.) until after either the Authority and the proposer have completed negotiations and entered into an agreement or Authority has rejected all proposals. All correspondence with the Authority including responses to this RFP will become the exclusive property of the Authority and will become public records under the California Public Records Act. Furthermore, the Authority will have no liability to the proposer or any other party as a result of any public disclosure of any proposal or the agreement.

If a proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a proposer submits trade secret information, the proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Authority is not in a position to establish that the information that a proposer submits is a trade secret. If a

request is made for information marked “Confidential”, “Trade Secret” or “Proprietary”, the Authority will provide proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

#### IV. PROPOSAL SUBMITTAL

Qualification, forms, and all materials related to this RFP are to be submitted electronically through Authority’s online bidding system, PlanetBids, on or before the Submittal Due Date and Time specified in the above Notice of RFP. All correspondences shall be addressed to:

Brian Kelleher  
Contra Costa Transportation Authority  
2999 Oak Road, Suite 100  
Walnut Creek, CA 94597

##### A. PROPOSAL CONTENT

The proposal is limited to 26 (8 ½” x 11”) pages in no less than 11-point font and margin not less than 1-inch (excluding headers and footers). This page limit does not include the cover, tabs, cover letter, scope/contract exceptions and appendices. Charts and schedules may be included in 11” x 17” format. Each 11” X 17” page counts as two pages in the proposal. Each page must be consecutively numbered. Each section must be tabbed and labeled. Content and cover letters shall not include any unnecessarily elaborate or promotional material.

The proposal cover shall clearly state “21-3: Iron Horse Trail/Bollinger Canyon Road Bicycle and Pedestrian Overcrossing Project: CONSTRUCTION MANAGEMENT SERVICES”. Lengthy narrative is discouraged, and presentations should be brief and concise. Content that does not contain the required information may be deemed non-responsive and may not be considered.

If at any time after the submission of a proposal, a Proposer intends to make any changes to proposed key personnel or subconsultants, the Proposer must notify the Authority in writing of those proposed changes as soon as they are known. The Authority reserves the right to accept or reject such proposed changes or to revise the evaluation scoring to reflect the proposed staffing changes.

All submittals must be formatted based on the sections below:

1. **Cover Letter.** Specific and required elements of this section includes the following:
  - Identification of all proposed subconsultants including description of the work to be performed by the firm and each subconsultant proposed for the Project and an estimate of the percentage of work to be performed by each subconsultant.
  - Indicate the location of the office from which the work will be performed.
  - A list of all prime contracts (if any) awarded to the firm by Authority for the last five (5) years. The list shall include a short description of the project, the award date, completion date, name of assigned Project Manager, and contract value.
  - If proposer has ever been terminated from a contract, describe the facts and circumstances in detail.

- Acknowledgement receipt of all addenda.
  - A statement that the proposal is valid for 120 calendar days from the Submittal Due Date of the Notice of this RFP.
  - A signed statement by an officer of the prime Consultant who can bind the firm attesting that all information in response to this RFP is true and correct.
  - A memorandum from a principal of each subconsultant indicating the specific portion of the Project the subconsultant will be performing.
2. **Qualifications, Related Experience and References.** This section of the proposal should establish the ability of the proposing Proposer to satisfactorily perform the required Scope-of-Services by reasons of experience in performing work of the same or similar nature, and specifically, cable supported bridges and CM/GC process. Specific and required elements of this section include the following:
- Provide a brief profile of the Proposer, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
  - Provide a general description of the Proposer's current financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede ability to complete the Project.
  - Describe the Proposer's experience in performing work of a similar nature to that solicited in this RFP, and the participation in such work by the key personnel proposed for assignment to this Project. Highlight the Proposer's and key personnel's experience with the work or services identified in the Scope-of-Services (Attachment A).
  - Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.
  - Provide a list of past joint work by the proposer and each subconsultant, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
  - Provide a minimum of three (3) references each for work of a similar nature for the Proposer, the Construction Manager, Resident Engineer and Structure Representative (for a total of twelve (12) references). The Resident Engineer and Structure Representative shall each be a Professional Engineer licensed in the State of California. Furnish the name, title, address and telephone number and e-mail address of the person(s) at the client organization who is most knowledgeable about the work performed. References may also be supplied from other work not cited in this section as related experience.
3. **Proposed Staffing and Program Organization.** This section of the proposal should establish the method that will be used to manage the project as well as identify key personnel

assigned and their qualifications and specialized skillsets that would benefit the project. Specific and required elements include the following:

- Include an organization chart that clearly delineates communication and reporting relationships among the key personnel, including subconsultants.
- Provide education, experience and applicable professional credentials of proposed project staff. Identify the person who is a licensed Professional Engineer (PE) in the State of California and include a copy of the PE's license.
- Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to this assignment, availability for this assignment, and how long each person has been with the firm. The Authority reserves the right to review, approve and/or designate the positions and functions deemed to be "key" to the project and request information concerning key personnel not listed as such by the Proposer.
- Furnish brief biographies of key personnel identified above; highlight any applicable experience based on the scope-of-work, total years of experience, years of experience with current firm, representative projects comparable to the scope-of-work, registrations or certifications.
- Include a statement that key personnel will be available to the Authority for the duration of the program, acknowledging that no person designated as "key" shall be removed or replaced without prior written concurrence of the Authority.

4. **Approach and Work Plan.** This section of the proposal shall provide a narrative that addresses the Scope-of-Services and shows a clear understanding of the Project needs and requirements. Proposers are encouraged to propose enhancements, or procedural or technical innovations to the Scope-of-Services, that do not materially deviate from the objectives or required content of the Project. Specific and required elements include the following:

- Describe the approach and work plan for completing the tasks specified in the Scope-of-Services (Attachment A). The work plan shall be of such detail to demonstrate the Proposer's ability to accomplish the project objectives and to meet the project schedule.
- Outline sequentially the activities that would be undertaken in completing the tasks and specify who in the firm would perform the work.
- Identify methods that will be used to ensure quality control.
- Identify methods and techniques to manage scope changes, budget, and schedule for the project.
- Identify any special issues or problems that are likely to be encountered during this project and how they will be addressed.
- Identify technique approaches that would be beneficial to the project.
- Identify possible changes to the Scope-of-Services that would be beneficial to achieving the goals and objectives of the project.

- Identify the level of resources assigned to key project tasks.
5. **Contract Exceptions.** In submitting a proposal in response to this RFP, the Consultant is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. The Authority does not anticipate making substantive changes to its Sample Agreement (Attachment B). Proposers are asked to include in their proposal a written discussion of any and all proposed exceptions or deviations from the Sample Agreement (Attachment B) including insurance requirements for consultant or subconsultant. Firms will be deemed to have accepted any and all terms and conditions not objected to or identified as an exception or deviation to this RFP. Exceptions, if any, may be reason for rejection of a proposal. Failure to specify any particular exception in accordance with this section shall preclude a Proposer from taking exception or requesting revisions to any part of this RFP including the Agreement following the Submittal Deadline of the Notice of this RFP.
  6. **Appendices.** Information considered pertinent to this RFP or to the evaluation of qualifications of the proposer, which has not been specifically solicited in any of the aforementioned sections, may be placed in a separate appendix section. Appendices are not included within the page limit set forth above. Appendices must be relevant and brief and must not include extraneous material that does not directly address an element of this RFP.

**B. Cost Proposal.** Proposers are on notice that all shortlisted Proposers will be required to submit one (1) original, three (3) copies, and electronic copies in both pdf and excel format on a flash drive its cost proposal on the selected interview date in a separate sealed envelope labeled: “Cost Proposal–21-3: Iron Horse Trail/Bollinger Canyon Road Bicycle and Pedestrian Overcrossing Project; CONSTRUCTION MANAGEMENT SERVICES”. Cost proposals shall cover the prime consultant and all subconsultants.

Cost proposals must include information shown below and any other additional information requested by the Authority:

1. Names, mailing addresses, phone numbers and email addresses for prime consultant and all subconsultants.
2. Prime consultant and subconsultant Independent Cost Rate (ICR) Schedule in accordance with applicable Code of Federal Regulations.

**C. Required Forms.** Review, complete, and sign the following item:

1. Department of Industrial Relations (DIR) Registration Certification attached hereto as Attachment C and incorporated herein by this reference.

## **V. ACCEPTANCE OF PROPOSALS**

The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in a proposal. The Authority reserves the right to cancel this RFP at any time without prior notice and the Authority makes no representation that any contract will be awarded to any firm responding to this RFP. The Authority reserves the right to reject all proposals and to re-issue (or not re-issue) a new RFP for the same or similar scope of work. The Authority reserves the right to adjust or postpone key dates specified in the above Notice of RFP for its own convenience.

## VI. SELECTION CRITERIA AND WEIGHTS

The Authority has established criteria for the selection process as follows:

- A. The selection process shall be fair, open, and competitive.
- B. The selection of the firm will be based on clearly stated objectives, identified in this RFP.
- C. Selection of the firm(s) shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required work identified in the Scope-of-Services in Attachment A.
- D. Upon review of the qualifications, a shortlist of firms within the competitive range will be invited to an interview at the Authority's office located at 2999 Oak Road, Suite 100, Walnut Creek, CA 94597. Interview attendees are limited to Key Personnel and must be available to attend.
- E. The Authority reserves the right to reject any and all proposals. The Authority is under no obligation to award a contract for the subject work. At the conclusion of the evaluation process, the Evaluation Committee will recommend to the body or officer having authority to award the contract on behalf of the Authority ("Awarding Authority") to the firm who ranked the highest in overall score. Authority reserves the right to request additional information and/or clarification from any or all proposers to this RFP but is under no obligation to do so.
- F. Qualifications will be evaluated based on the criteria and weights identified herein as follows:
  - Qualifications, Related Experience and References: Firm's experience, years in business, and past and current client references; technical expertise and professional competence in areas directly related to this RFP, number of years' experience performing similar work; demonstrated ability to manage and coordinate the Work; deliver quality products and services; deliver projects within budget and on schedule; and experience working with public agencies identified in the RFP. Maximum points – 30
  - Proposed Staffing and Project Organization: Technical expertise and professional competence in areas directly related to the work identified in this RFP including work utilizing the CM/GC procurement method; level of experience, certifications and licenses required and training key personnel assigned, including subconsultants, if applicable; strength of experience and stability of proposed personnel; breadth and depth of resources, coordination of Work, ability to manage work cooperatively with the CM/GC Contractor and the Independent Cost Estimator, scope changes, efficient team organization, quality control; availability of proposed staffing and depth of resources; and concurrence with restrictions on changes in key personnel. Maximum points – 35
  - Work Plan: Depth of understanding of Authority's needs and requirements and understanding of the Scope-of-Services. Proposer's approach and methodology/systems reflecting the ability to provide the requested Work. Demonstrated knowledge of the Work being requested; identification and knowledge of all requirements cited in the Scope-of-Services; identification of potential challenges and opportunities; and proposed technical or procedural innovations identified in the proposal. Maximum points – 35

- G. The Authority shall select the highest ranked firms to participate in the interview process. The number of firms invited shall be at the discretion of the Authority but shall not be less than two. Firms who are invited to the interview will be asked a series of questions which will be scored. The maximum score for the interviews is 100 points. Upon completion of the interview, the Evaluation Committee shall compile their interview scores. The interview will be weighted 50% and the technical proposal will be weighted 50% for a total of 100%.

## **VII. NEGOTIATIONS AND AWARD**

The Authority intends to award a contract to one qualified firm based on Section VI. SELECTION CRITERIA AND WEIGHTS. It is anticipated that the Authority will negotiate contract and compensation terms with the top ranked firm from the selection process. The Authority reserves the right to contract with other consultants from the selection process should the parties not reach agreement on contract terms.

## **VIII. DEBRIEFING**

Proposers who submit a proposal in response to the RFP shall be notified in writing when: the firm was not selected to receive further consideration in the RFP process; the Proposer was selected for the interview process and after the RFP Evaluation Committee's recommendation to award has been determined. Firms who were not awarded the contract may obtain a debriefing by contacting the Authority at the above contact information. Firms will have thirty (30) calendar days from the date identified in the written correspondence to request a debriefing.

## **IX. QUALITY ASSURANCE PROGRAM (QAP)**

Selected Proposers will be required to comply with the Authority's QAP. The Authority has adopted a QAP to ensure that its projects be planned, designed, and constructed with the highest regard for quality, to maximize cost effectiveness of transportation investments and attain a safe, reliable and high-quality transportation system in Contra Costa County. The QAP outlines the requirements for the Quality Management Plan (QMP). The QMP outlines the framework and implementation of Quality Assurance/Quality Control (QA/QC) for all deliverables associated with the Project. The QAP provides the framework and process for Authority to ensure QA/QC is being implemented on project deliverables and audit the adopted QMP. The QAP is available at the Authority website.

## **X. PREVAILING WAGES**

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing at Sections 1720 et seq. and 1770 et seq. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the DIR. Copies of the State of California wage schedules are available for review at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In addition, a copy of the prevailing rate of per diem wages will be made available at the Authority's office upon request. The successful proposer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the work under the contract available to interested parties upon request and shall post copies at the successful proposer's principal place of business and at the Project site.

It shall be mandatory upon the Proposer to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors. Pursuant to Labor Code, Sections 1725.5 and 1771.1, the Proposer and all subcontractors must be registered with the DIR at the time of submitting a proposal. No proposal will be accepted, nor any contract entered into without proof of the Proposer's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the successful Proposer, and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the project. The contract awarded pursuant to this proposal may also be subject to compliance monitoring and enforcement by the DIR.

## ATTACHMENT A - SCOPE-OF-SERVICES

The draft Scope-of-Services includes key items of work needed to complete the construction management services for the Iron Horse Trail/Bollinger Canyon Road Bicycle and Pedestrian Overcrossing project. The scope of services described is intended to provide guidance only and is not intended to be complete. **The CONSULTANT is strongly encouraged to propose and include innovative and other approaches that will benefit the project.**

The Authority is the implementing agency for the Project. The City is the project sponsor and will be responsible for accepting the completed project for maintenance. Contra Costa County holds title to the Iron Horse Trail Right-of-Way and the East Bay Regional Park District (EBRPD) operates the trail. The Consultant contract will utilize federal and local funds. The Authority intends to utilize the CM/GC construction procurement method and the selected Consultant shall prepare its work scope accordingly and coordinate with the CM/GC in performing its service.

The City has completed the California Environmental Quality Act approval process and Caltrans, as the Lead Agency for the Federal for the National Environmental Policy Act (NEPA) under assignment from the Federal Highway Administration (FHWA) has completed the NEPA approval process.

COWI leads the project design team is expected to complete the 100% construction documents in early 2022. The Authority had awarded the CM/GC pre-construction contract to MSJV. Under the project CM/GC process, it is anticipated that the Authority and MSJV will enter into negotiation for the CM/GC construction contract.

Services to be performed by Consultant shall, as a minimum, include the following:

- a. Effective coordination with Authority, City, CM/GC, and management of stakeholders.
- b. Review and ensure compliance with the permits for the construction of the project.
- c. Prepare the needed submittals to Caltrans and FHWA related to project funding.
- d. Provide support to public outreach including updates at City Council and Authority Board meetings.
- e. Perform all necessary construction administration, management, and inspection services during construction.
- f. Perform all necessary activities to obtain accept of completed project, closeout construction contracts including meeting Federal funding requirements.
- g. Provide and utilize staff and personnel familiar with and responsible for providing and performing the tasks and activities listed below.
- h. Proactively work with contractor to identify upcoming activities and stay ahead of potential issues.

Tasks include but are not limited to the following:

**Task 1. Project Management:**

Consultant shall perform project management for the project to facilitate efficient and timely completion of the work tasks. Consultant activities shall include, but are not limited, to the following:

- A. Project Management:
1. Supervise, coordinate, and monitor product development for conformance with Caltrans, Federal requirements, and the Authority's applicable standards and policies.
  2. Coordinate in-house staff and subconsultants to assure free and timely flow of information for each task activity.
  3. Maintain Project files electronically in accordance with Caltrans' Uniform Filing System or approved equal.
  4. Prepare and submit correspondence and memos, including all meeting minutes and document decisions.
  5. Develop and maintain a QMP as part of the Work Plan and to perform quality control and quality assurance.
  6. Coordinate with the Authority's Project Manager and Program Management Team to meet the goals of the project, including but not limited to meetings, prepare reports of project performance, status, and review of deliverables.
  7. Maintain Project History Files (PHF) throughout the construction phase, and compile and submit PH) in accordance with Caltrans' Project Development Procedures Manual.
- B. Project Controls Software: The Consultant shall use the Authority's adopted Project Controls tool, e-Builder, for the following:
- Support management and monitoring of project performance.
  - Provide electronic cost input and invoicing electronically.
  - Submit and track progress of deliverables.
- C. Project Administration: Prepare and submit monthly progress reports and invoices. Reports shall include earned value reporting, cost-to-complete projections, and change control and management summary.
- D. Project QMP/QC/QAP.
- E. Agency Coordination, including obtaining necessary permits for construction.
- F. Project progress meetings and reporting.
- G. Prepare updated materials to the Authority, City, Caltrans, FHWA, stakeholders, public and elected officials, the public and others, as necessary.
- H. Project Meeting Management:
1. As needed workshop meetings with the Authority, City, CM/GC, Caltrans and other agencies and stakeholders to resolve project issues.
  2. Monthly and/or weekly Project Construction Team (PCT) meetings.
  3. As needed technical coordination meetings with Project team members and CM/GC.
  4. Funding, permitting and resource agencies, and stakeholder outreach meetings.

I. Prepare and Maintain Submittal Log.

*Task 1 Deliverables*

- *Deliverable 1A: Meeting Materials (agenda, exhibits, presentations, minutes, etc.)*
- *Deliverable 1B: QMP and QA/QC Plan*
- *Deliverable 1C: Materials for Caltrans/FHWA submittals or public meetings*
- *Deliverable 1D: Invoices and Progress Reports*
- *Deliverable 1E: Relevant Correspondence*
- *Deliverable 1F: PHFs*
- *Deliverable 1G: Submittal Log*

**Task 2. Pre-Construction Phase:**

Consultant should conduct certain pre-construction activities which are described in more details below.

A. Management Plan

The Consultant shall develop a construction management plan for the project that will describe all deliverables and timing for periodic reports to be received by the Authority and City. The plan shall include an organization chart, identify all Consultant and subconsultant personnel, describe the level of effort anticipated to be maintained by the Construction Manager/RE and project inspectors for the various activities during the construction period and project closeout.

The Plan shall include communication protocol with Authority, City, CM/GC, designers, Caltrans, and third-party entities. The Consultant shall establish and maintain a project contact list.

B. 100% Construction Document Phase

Upon the completion of the 100% construction documents by the project designers, the Consultant shall perform the following services:

- Review 100% plans and specifications, RE and Survey files to establish familiarity with the project.
- Assist the Authority to coordinate with City, third party agencies, utilities, CM/GC and other stakeholders.
- Review specific project elements for constructability.
- Review construction schedules prepared by others and identify all critical activities and interface coordination points and project milestones.
- Final review of with emphasis on completeness and consistency with contract pay items.
- Assist the Authority with establishing and maintaining Document Control for the construction process.

C. Construction Contract Negotiation Phase

During the price negotiation with the CM/GC, the Consultant shall perform the following services:

- Assist the Authority with collection, distribution, and responses to CM/GC's questions.
- Attend meeting(s), prepare, and maintain records of the meeting as requested.

- Assist the Authority with evaluation, including compliance with Federal fund requirements and adequacy of CM/GC's proposals.

#### *Task 2 Deliverables*

- *Deliverable 2A: Management Plan*
- *Deliverable 2B: Project Contact List*
- *Deliverable 2C: Constructability Report (selected elements only)*
- *Deliverable 2D: Project Schedule Review Report*
- *Deliverable 2E: Construction Document Review Report*
- *Deliverable 2F: Meeting Agenda and Records, Questions and Responses*

#### **Task 3. Construction Administration:**

After the award of the CM/GC Construction contract, the Consultant shall perform construction administration activities in accordance with the Caltrans Construction Manual and the LAPM Chapter 16 and as further described below.

##### A. Project Meetings

The Consultant shall coordinate and chair Project meetings including preparation of agenda and meeting minutes for all construction meetings including, but not limited to, the following:

- Weekly Coordination meetings with Authority, City, CM/GC, and others, as necessary.
- Weekly Safety meetings with Contractor.
- Other project meetings as needed.
- Develop meeting minutes and action items.
- Manage weekly coordination meetings to be held virtually on Zoom or similar platform.

##### B. Project Controls and Contract Administration

The Consultant shall perform all appropriate and needed project controls and contract administration activities as further discussed below.

- Document control for all construction correspondence, documents, contractor's submittals, Request for Information, and construction activities.
- Review, approve, and monitor the CM/GC's safety programs and requirements. Take action when CM/GC does not comply with their programs and project requirements.
- Comply with Cal-OSHA regulations regarding safety equipment and procedures, and safety instructions issued by the state.
- Take adequate photographs and/or videos to illustrate pre-construction conditions, construction progress, construction problems and solutions to form a record of critical activities. Contractor will use Headlight for field inspection and documentation purposes.
- Review CM/GC's schedule submittals for accuracy and reasonableness. Recommend changes as appropriate. Once satisfied that the schedule is reasonable, recommend concurrence of the CM/GC's schedule to the Authority. Monitor the CM/GC's progress against their base-line schedules. Maintain an up-to-date schedule on a monthly basis to track actual progress.

- Review work done by CM/GC prior to submittal of invoices for payment. Submit completed contract costs with each invoice certification.
- Review Certified Payroll on a weekly basis.
- Review and monitor CM/GC's compliance with permit requirements.
- Prepare and process backup calculations for each pay item and maintain all records required for paying CM/GC's invoices.
- Ensure work is sequenced and constructed effectively to avoid public inconvenience, schedule delays and claims.
- Monitor and record CM/GC's monthly progress of work. Provide notice to CM/GC if progress slips below minimum requirements and recommend corrective action to CM/GC and/or Authority.
- Evaluate forecasted costs at completion, on a monthly basis. Compare forecasts to the budget at the bid item level to identify areas of cost overruns/underruns and initiate corrective action as needed.
- Review and compile all CM/GC's submittals (with assistance from designer on design-related submittals) and maintain a record and status of all submittals.
- Review, investigate, respond, and maintain a record of all Requests for Information (RFIs). Provide recommendations for where appropriate.
- Consult with the designer and the Authority (and/or City) if the CM/GC requests interpretation of the meaning and intent of the drawings and specifications and assist in the resolution of questions which may arise.
- Track potential changes and potential claims.
- Prepare and process all construction Change Notices.
- Make appropriate recommendations to Authority as to the value of all changes, additive or deductive and any impact on schedule.
- Establish an agreed upon scope of work for any changes and perform an independent cost estimate and schedule impact for all Change Orders. Negotiate Change Orders, as directed by the Authority.
- Review, investigate, provide recommendations, and respond to CM/GC's claims.
- Act as liaison with public agencies, utilities, and other entities during construction.
- Prepare any documentation required by Caltrans' Local Assistance Procedures Manual.
- Coordinate the activities of the CM/GC's work with EBRPD, City, Contra Costa County, Central Contra Costa Sanitation District, and utility companies.
- Ensure Contractor has obtained and works in compliance with all required permits and agreements.
- Maintain a record set of conformed contract documents continually updated with all revisions (redlines) and change orders.
- Monitor CM/GC's records of "as-built" conditions on the contract drawings and specifications.

## C. Reports

The Consultant shall prepare appropriate reports to document construction progress and changes to inform the Authority of project progress, financial performance, and other issues of interest. These include the followings:

- Daily project RE reports documenting daily activity, conversations, field instructions, RFI log, submittal log, requests for extra work log, and coordination.
- Weekly report identifying the following:
  - Project time elapsed (%)
  - Portion of project completed (%)
  - Estimated date of completion
  - Date contract time expires
  - Summary of work completed for the week
  - Anticipated work for following week
  - Log of Change Notices and Requests and their status
  - Other comments
- Monthly project progress report identifying the following:
  - CM/GC's construction progress in the month with supporting progress photographs
  - Summary of project issues and status of their resolutions
  - Construction costs spent to date and the projected completion cost including comparison of forecasts to the budgets at the bid item level to identify areas of cost overruns/underruns and listing of corrective actions taken or to be taken.
  - CM/GC's progress schedule vs. the baseline schedule with the analysis of whether the contract is on schedule and corrective actions to be taken if not on schedule
  - Status of CM/GC's Change Orders
  - Status of CM/GC's potential claims and their resolutions
  - Status of Change Request and Change Notices
  - Status of CM/GC's submittals and their reviews
  - Status of RFIs and their responses
  - Disadvantaged Business Enterprise utilization status for both Consultant and CM/GC

### *Task 3 Deliverables*

- *Deliverable 3A: RE Reports*
- *Deliverable 3B: Weekly Reports*
- *Deliverable 3C: Monthly Reports*

### **Task 4. Inspection Services:**

The Consultant shall perform construction inspection services to ensure the project is constructed to meet the design intents and requirements. This includes both on site and offsite inspection, laboratory and source testing services and are further discussed below.

- Perform a pre-construction survey to document existing site condition including but not limited existing streets, utility, and neighboring properties. Include clearly labeled photographs

indicating the date, location, orientation, and description of the object photographed or recorded on video.

- Verify that the CM/GC is complying with conditions of all applicable permits, including any Mitigation Monitoring and Reporting Plan.
- Provide qualified wildlife biologist to perform environmental inspection and mitigation as outlined in the project's Mitigation Monitoring and Reporting Plan.
- Identify, coordinate, and provide all required inspections for all elements of the project, including, but not limited to:
  - Site Work
  - Structural including structural steel and bearings, and laboratory testing
  - Structural Steel welding
  - Steel coating
  - Geotechnical and foundation, including laboratory testing
  - Architectural
  - Architectural Lighting
  - Electrical and traffic signals
  - Mechanical
  - Utilities
  - Landscape and irrigation
  - ADA Compliance and certification
- Inspect work done by contractor for contract compliance on a continuous basis.
- Provide a Qualified Stormwater Pollution Prevention Plan Practitioner (QSP) for the duration of the project. QSP shall ensure implementation of the approved Stormwater Pollution Prevention Plan for the project, perform data entry, reporting, and testing associated with the SMARTS System.
- Maintain daily records of inspection, labor, equipment, and material provided by the contractor. Verify force account reports at the end of the working day. Provide a monthly summary of all construction activities.
- Identify and coordinate all material testing for the project.
- Inspect material and equipment upon delivery for compliance to construction contract documents. Collect delivery records and certificates of compliance.
- Recommend acceptance of the work when it is satisfactorily completed. Track noncompliant work separately until work is satisfactorily completed and accepted.
- Conduct substantial completion and final inspections, preparing punch lists and monitoring their completion. Authority, City, and third-party agencies shall be included in all final inspections.
- Retain qualified testing laboratory, approved by Caltrans, to provide testing as required.
- Inspect CM/GC's installations and coordinate with utility providers on new service connections.
- Retain qualified land surveyor, licensed in State of California, to conduct verification or investigative survey work.

#### *Task 4 Deliverables*

- *Deliverable 4A: Pre-construction surveys*
- *Deliverable 4B: Construction inspection records, reports, and administration records*

#### **Task 5. Project Closeout:**

The Consultant shall be responsible for conducting project and contract closeout activities as further discussed below.

- Conduct final inspection and safety review
- Finalize and resolve all punch list items.
- Document acceptance by owner/operating entities.
- Finalize all contract bid items.
- Finalize Field Orders and Change Orders and assist with resolution of claims.
- Prepare all final reports including report of completion for acceptance of the Project.
- Compile necessary manuals and warranty documentation.
- Transfer utility accounts.
- Prepare records and reports to meet the requirements of the Caltrans' Local Assistance Procedures Manual.
- Compile redline as-builts for designer and review designer's record plans.
- Finalize and deliver all construction files to City for archives.

#### *Task 5 Deliverables*

- *Deliverables 5A: LAPM Chapter 17 Forms and Exhibits*
- *Deliverables 5B: As-built drawings*
- *Deliverable 5C: As-built schedule*
- *Deliverable 5D: Equipment and product manual and warranty documents*

#### **Task 6. Community Outreach Support:**

The Consultant shall provide support to the Authority and the City to inform the public about the construction activities, potential road, and lane closures. These activities are further discussed below.

- Assist the City with the project website to inform the public about the project and the upcoming construction activities, roadway or lane closures, detour information, events, receive comments, and respond to public concerns and provide link to Authority website.
- Provide active community relations program and act as a focal point to provide information on construction activities to the public (businesses, residents, etc.).
- Provide construction notices to affected community announcing major traffic, noise, or other impacts.
- Assist City with providing project updates to neighborhood, business community, and civic groups, as requested.
- Attend and assist City with meetings with community, as appropriate.
- Assist City with providing written materials, photos and/or videos, all in electronic format, to be used in City or Authority articles, newsletter, local newspaper, e-publications, or website highlighting the project.
- Assist City with responses to citizen's queries, complaints, and/or claims.

- Assist City with media contacts. However, unless otherwise authorized, all media contacts will be done by the City staff.

*Task 6 Deliverables*

- *Deliverable 6A: Various construction, closure, detour and project exhibits, notices, photos, videos*
- *Deliverable 6B: Responses and reports in response to queries, complaints, and claims*

**Task 7. Bid Assistance and Management (Optional):**

In the event that the Authority and the CM/GC are unable to reach agreement on the costs and terms on the construction for the project, the Consultant shall provide support to the Authority in the bidding and award of the construction contract.

This task includes the following:

- Packaging of the bid package
- Management of the bid process including preparing and managing pre-bid conference, tracking, and responding to bidder's questions, preparation of addenda
- Review of bids for compliance with all bid requirements and responsiveness, and identification of bid irregularities
- Prepare bid canvass and award recommendation

*Task 7 Deliverables*

- *Deliverable 7A: Bid package*
- *Deliverable 7B: Pre-bid conference presentation & meeting notes*
- *Deliverable 7C: Bidder Questions and Answers*
- *Deliverable 7D: Bid Addenda*
- *Deliverable 7E: Bid Canvass and Recommendation*

**This Page Intentionally Blank**