



TRANSBAY JOINT POWERS AUTHORITY

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT
CALIFORNIA DEPARTMENT OF TRANSPORTATION
CALIFORNIA HIGH-SPEED RAIL AUTHORITY
CITY AND COUNTY OF SAN FRANCISCO, BOARD OF SUPERVISORS
CITY AND COUNTY OF SAN FRANCISCO, MAYOR'S OFFICE
PENINSULA CORRIDOR JOINT POWERS BOARD
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

Executive Director: Adam Van de Water

REQUEST FOR QUALIFICATIONS No. 23-04

Progressive Design-Build for Civil and Tunnel for The Portal

Key RFQ Dates (All Times Pacific)

Informational Session	September 20, 2023	
Issue Request for Qualifications	October 27, 2023	
Industry Briefing	November 2, 2023	1 p.m.
Last Date for Respondents to Submit Requests for Clarification	January 10, 2024	2 p.m.
Last Date for Issuance of Addenda	January 17, 2024	
Statements of Qualifications Due	January 31, 2024	2 p.m.
Notification of Short-Listed Respondents	March 2024	
Issue Request for Proposals	April 2024	

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EXHIBITS

Exhibit A – Technical Forms

Form A – Request for Clarification

Form B – Team Member Summary

Form C – Team Experience

Form D – Key Personnel Summary

Form E – Key Personnel Experience

Exhibit B – Administrative and Legal Forms

Form F – Business Organization

Form G – Surety Letter

Form H – Insurance Letter

Form I – Financial Status

Form J – Organizational Conflict of Interest

Form K – Certifications and Questionnaire

Exhibit C – Agreement Terms

Exhibit D – Reference Documents

SECTION 1 INTRODUCTION

The Transbay Joint Powers Authority (TJPA) issues this Request for Qualifications (RFQ) for The Portal (also known as the Downtown Rail Extension) Civil and Tunnel Project (Project) for the Transbay Program from entities (Respondents) with qualifications and expertise in tunnel design and construction and associated heavy civil work in a dense urban setting.

The TJPA plans to evaluate Statements of Qualifications (SOQs) to develop a short list of no more than three of the most qualified Respondents (Proposers) who will then be invited to respond to a future Request for Proposals (RFP). The TJPA then plans to enter into a progressive design-build agreement with the highest scoring Proposer (Selected Proposer).

1.1 RFQ Exhibits

This RFQ includes the following exhibits, as described:

- ◆ Exhibit A – Technical Forms. Forms provided in Word format to be included in the SOQ.
- ◆ Exhibit B – Administrative and Legal Forms. Forms provided in Word format to be included in the SOQ.
- ◆ Exhibit C – Agreement Terms. A draft overview of key provisions anticipated for the progressive design-build agreement.
- ◆ Exhibit D – Reference Documents. Documents provided for information only.

1.2 Background

In April 2001, the City and County of San Francisco (City), the Alameda-Contra Costa Transit District (AC Transit), and the Peninsula Corridor Joint Powers Board (Caltrain) executed a Joint Exercise of Powers Agreement under California law creating the TJPA. The Joint Exercise of Powers Agreement was amended in November 2017 to include the California High-Speed Rail Authority.

The TJPA was formed to oversee the Transbay Program (Program), a major regional transportation infrastructure investment consisting of three components: 1. Replace the former Transbay Terminal with a multimodal transit center; 2. Create a transit-oriented neighborhood featuring housing (35% affordable housing), open space, offices, and shops; and 3. Extend Caltrain and California high-speed rail service into downtown San Francisco via The Portal.¹ The member agencies of the TJPA have granted to the TJPA most of their jointly held powers, including the authority to buy and sell property, enter into contracts, and accept and spend grants of cash and property. The TJPA's management functions include contract oversight, policy direction, financing, and investment supervision.

The TJPA coordinates and collaborates with, among others, the following governmental entities: U.S. Department of Transportation and its operating administrations—Federal Railroad Administration, Federal Transit Administration (FTA), and Federal Highway Administration; California Department of Transportation (Caltrans); the California High-Speed Rail Authority; the City; AC Transit; Caltrain; San

¹ Information about the Transbay Program is available on the TJPA's website at <https://www.tjpa.org/>.

Mateo County Transit District; Golden Gate Bridge, Highway and Transportation District; San Francisco County Transportation Authority; and Metropolitan Transportation Commission.

The TJPA Board of Directors (TJPA Board) is composed of directors appointed by each of the following agencies:

- ◆ Alameda-Contra Costa Transit District
- ◆ City and County of San Francisco, Board of Supervisors (2)
- ◆ City and County of San Francisco, Mayor's Office
- ◆ Peninsula Corridor Joint Powers Board
- ◆ San Francisco Municipal Transportation Agency
- ◆ California High-Speed Rail Authority
- ◆ California Department of Transportation, Ex Officio (non-voting)

Subject to such supervisory powers as may be retained by the TJPA Board or delegated to the Chair of the TJPA Board, and except as otherwise provided in the Bylaws, the TJPA Executive Director generally supervises, directs, and controls the business and the employees of the TJPA.

Although the TJPA is the sponsor and lead agency for The Portal, a number of agencies have key funding, operational, or related roles and, therefore, a governance structure is required to clearly define roles and responsibilities between the parties. Since 2020, the governance structure for development of The Portal to ready-for-procurement status has been defined in the San Francisco Peninsula Rail Program Memorandum of Understanding (MOU). The signatories to the MOU are the TJPA, Metropolitan Transportation Commission, San Francisco County Transportation Authority, Caltrain, California High-Speed Rail Authority, and the City (Mayor's Office) (the partnering agencies).

At its August 10, 2023, meeting, the TJPA Board approved a Governance Blueprint, guiding the further development of The Portal through the MOU's expiration on December 31, 2023. The signatories to the MOU are currently working on a successor MOU that will collaboratively deliver The Portal through procurement and construction.

1.3 The Portal

The Portal is being designed to connect Caltrain's regional rail system and the California High-Speed Rail Authority's statewide system to the multimodal Salesforce Transit Center (the Center) in downtown San Francisco. The Portal is being developed by the TJPA in collaboration with the partnering agencies and other stakeholders.

Section 1.3.1 overviews the expected scope of The Portal's major components, and Section 1.2 describes The Portal's proposed contract packages. Section 2.1 overviews the Project's scope in detail. Contract scope, packaging, and contract delivery models for the Portal are subject to change at the discretion of the TJPA Board.

1.3.1 Major Components

The Portal alignment (shown in Figure 1) begins at the east end of the Center’s below-grade rail station at Beale and Minna streets. At the west end of the station, the station’s six tracks transition to two tracks, bearing west through a throat structure and then continuing southward in a tunnel under Second Street and westward under Townsend Street to a new underground station at Fourth and Townsend streets. West of the station, near Seventh and Townsend streets, the tracks then ascend to grade via a u-shaped retained cut (referred to as the “u-wall”), then southward at-grade to 16th Street, south of the existing Caltrain terminal station and 4th and King Yard. A tunnel stub box extends side-by-side with the u-wall to allow for a connection to the future Pennsylvania Avenue Extension—a concept being explored by the San Francisco County Transportation Authority that would grade-separate the rail alignment from 16th Street and Mission Bay Drive, which are surface streets farther south of The Portal.



Figure 1. The Portal Main Components

Including revenue and non-revenue at-grade trackwork and stations, the total planned construction length of The Portal is approximately 2.2 miles. Preliminary engineering plans (PE Plans) and a narrative report for The Portal are included as items 4 and 5 in Exhibit D – Reference Documents.

The currently anticipated main elements of The Portal are as follows:

- ◆ **Salesforce Transit Center fit-out and station modification.** Fit-out of the two-level below-grade rail station at the Center is expected to include facilities for rail operations, customer service, and ancillary support. A lower concourse, one level below ground level, is expected to house ticketing, passenger waiting, and support spaces for Caltrain and the California High-Speed Rail Authority—the primary tenants—as well as leasable retail space. On the platform level, two levels below ground level, six tracks and three center platforms are planned to serve commuter and high-speed trains; back-of-house spaces to support rail service are also planned on the platform level.

- ◆ **Cut-and-cover structures.** The PE Plans indicate that cut-and-cover construction could be used along Second Street, Townsend Street, and Beale Street, including at the following locations:
 - Train box extension at the east end of the Center
 - Throat structure located at Second and Howard streets at the northern end of The Portal alignment where the two-track alignment widens to six tracks at the west end of the Center
 - Tunnel east of the Fourth and Townsend Street Station along Townsend Street
 - Fourth and Townsend Street Station
 - Tunnel west of the Fourth and Townsend Street Station along Townsend Street
 - U-wall along Townsend Street west of Sixth Street to bring the tracks to grade and allow for an at-grade connection to the existing Caltrain main line
 - A tunnel stub-box next to the u-wall to permit a future connection to the Pennsylvania Avenue Extension
- ◆ **Mined tunnel.** The PE Plans indicate that sequential excavation method mining could be used for the tunnel along portions of Townsend Street and Second Street. The mined tunnel extends from the west side of Third and Townsend streets to Clementina and Second streets. The tunnel is primarily two tracks but expands to three tracks as it approaches the throat structure. The length of the mined portion of the tunnel is approximately 0.65 miles.
- ◆ **Fourth and Townsend Street Station.** The Fourth and Townsend Street Station is planned to serve Caltrain and high-speed rail passengers with destinations in the South of Market area or transferring to the San Francisco Municipal Transportation Agency's (SFMTA) Central Subway. The PE Plans indicate street level station entrances and exits along Townsend Street leading to a concourse one level below grade and a train platform two levels below grade. The concourse level is being planned to accommodate passenger amenities such as ticketing machines, maps, and schedule information as well as mechanical and electrical rooms and staff areas. The PE plans indicate that the platform level will have two tracks, an 875-foot center platform for Caltrain passengers, and two 800-foot side platforms for high-speed rail passengers.
- ◆ **Ventilation and emergency egress.** Ventilation and emergency egress structures house equipment for the ventilation of the tunnels and include emergency egress to allow passengers to evacuate safely from the tunnels to grade in the event of an incident. The TJPA anticipates that ventilation shafts and emergency egress will be located at either end of the Fourth and Townsend Street Station and the underground station at the Salesforce Transit Center. The construction of two ventilation and emergency egress structures along the tunnel alignment is planned on parcels next to the tunnel outside of the street right-of-way: one at Third and Townsend streets and the other at Second and Harrison streets.
- ◆ **Trackwork.** Trackwork includes the mainline tracks through the tunnel and stations and 0.6 miles of at-grade tracks and maintenance-of-way and turnback tracks tying into the existing Caltrain station at 4th and King streets within the existing Caltrain right-of-way. Trackwork includes rails, fastening systems, and special trackwork (turnouts and crossovers, crossovers, derails, train bumping posts). Associated with trackwork are track alignments, which are the defining horizontal and vertical control lines for the tracks and the structures that support them.

- ◆ **Systems.** Rail systems include signaling/train control, overhead contact, central train operations control, and communications and network systems. The TJPA anticipates the systems for the tunnel, stations, and ventilation and emergency egress structures will include ventilation systems; fire-life safety and water-air mechanical systems; security systems; and mechanical, electrical, plumbing systems. Other support systems include fare collection, passenger display information, and closed-circuit television systems.
- ◆ **4th and King Yard Preparation.** This work is within Caltrain right-of-way in the 4th and King Yard and just south of the Yard. The TJPA anticipates this work will entail relocation or removal of all structures and utilities along the south side of Townsend Street between Fourth and Seventh streets and along Seventh Street between Townsend Street and Mission Bay Drive. Additionally, one pocket track on the north side of the existing Caltrain station and the storage tracks at the corner of Townsend and Seventh streets will be removed. Modifications to at-grade trackwork and associated systems will facilitate construction, rail operations, and connection to the below-grade trackwork and systems. The full extent of modifications is currently under design. Negotiations with Caltrain regarding the specific replacement of its affected facilities are ongoing.

1.3.2 Contract Packages

The contract packages being planned for delivery of The Portal are described in Table 1. Contract packages and contract delivery models are subject to change at the discretion of the TJPA Board.

Table 1. Anticipated Contract Packages

Contact Package	Package Abbreviation	Contract Delivery Model
Utility Relocation (multiple) ^a	UR	Design-bid-build (DBB)
4th and King Yard Preparation Package A: Site Clearing ^a	4KYA	Delivery analysis is underway in coordination with Caltrain
4th and King Yard Preparation Package B: At-grade Track and Systems	4KYB	Delivery analysis is underway in coordination with Caltrain
Building Demolition ^a	BD	DBB
Civil and Tunnel ^b	CT	Progressive design-build (PDB)
Track and Rail Systems	TS	Construction manager/general contractor (CMGC)
Station Fit-Out: Salesforce Transit Center	SF	CMGC

Notes:

a UR, 4KYA, and BD are advance contracts to be completed prior to the construction phase of the Civil and Tunnel contract.

b Fit-out of the Fourth and Townsend Street Station is currently in the scope of the Civil and Tunnel contract package but may be removed from the Civil and Tunnel package.

A detailed description of the anticipated scope of work for each contract package is in Exhibit D – Reference Documents.

1.3.3 Schedule

The proposed timelines for The Portal contracts are shown in Figure 2. These dates are subject to change at the discretion of the TJPA Board and are subject to funding availability.

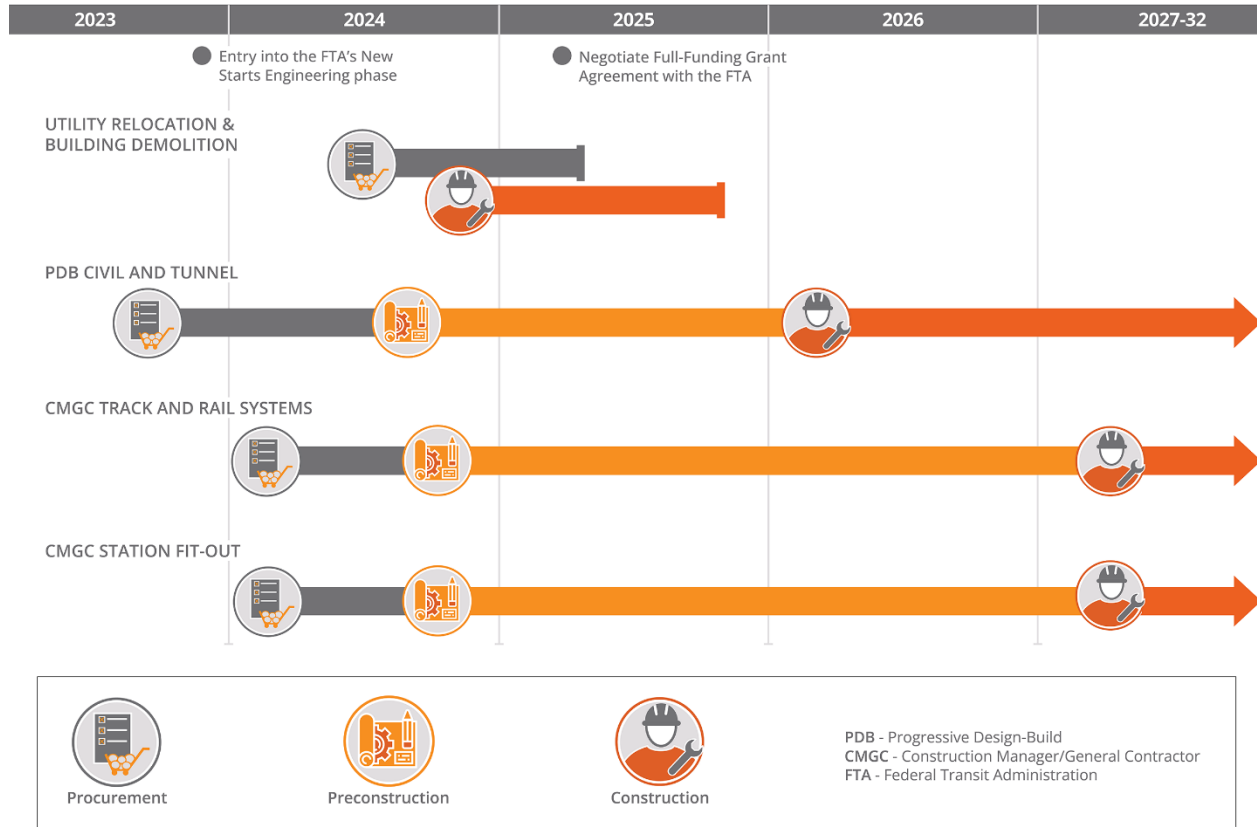


Figure 2. The Portal Timeline²

² The timing of the 4KYA and 4KYB contact packages (not shown) is subject to stakeholder coordination.

1.3.4 Budget

Table 2 summarizes the budget by contract package. The budget is subject to change at the discretion of the TJPA Board.

Table 2. The Portal Budget (\$millions, in year-of-expenditure)

Category	Cost Estimate
Construction	
Utility Relocation	35
4th and King Yard Preparation	80
Building Demolition	7
Civil and Tunnel including fit-out of the Fourth and Townsend Street Station	2,449
Track and Rail Systems	478
Station Fit-Out: Salesforce Transit Center	402
Allowances	78
Subtotal Construction	3,529
Other	
Right-of-Way	317
Vehicles	43
Program-wide	1,104
Design Contingency	906
Construction Contingency	438
Program Reserve	805
Financing Costs	375
Subtotal Other	3,998
Total	7,517

1.4 Funding Sources

Funding for The Portal will come from a variety of federal, state, regional, and local sources, including the FTA's Capital Investment Grants (CIG) New Starts program. The Project is currently in the CIG program's Project Development phase. The TJPA has requested entry into the Engineering phase and is working with the FTA to obtain a Full Funding Grant Agreement (FFGA), targeting execution of the agreement in spring of 2025. Prior to securing the FFGA, the TJPA may progress The Portal under the CIG program pre-award provisions and fund it with available non-CIG funds. In no event will unfunded work be authorized.

1.5 The Portal Status

The Portal is environmentally cleared pursuant to the requirements of the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), and their implementing regulations. Transbay Program's Final Environmental Impact Statement/Environmental Impact Report (EIS/EIR) was certified in April 2004 by the City, San Francisco Redevelopment Agency, and the Peninsula Corridor Joint Powers Board. The FTA issued a Record of Decision, dated February 8, 2005. The TJPA Board adopted six addenda to the EIS/EIR between 2006 and 2011. Engineering refinements to the Project were analyzed in a Final Supplemental EIS/EIR for the Transbay Program, which was certified on December 13, 2018, by the TJPA Board. The FTA issued an Amended Record of Decision for the Final Supplemental EIS/EIR on July 22, 2019. On January 12, 2023, the TJPA Board adopted an addendum to the Final Supplemental EIR, which

included updated mitigation measures. The FTA issued a determination letter concurring with the TJPA's findings on June 9, 2023.³

The Portal was approved for entry into the first phase, Project Development, of the FTA's CIG program on December 3, 2021. Between December 2021 and August 2023, the TJPA completed The Portal's preliminary engineering design; progressed agreements with rail operator Caltrain; entered into a third-party agreement with the City addressing, among other things, the process to seek approval to use City property and modify existing City improvements for The Portal; progressed coordination with utility companies and City agencies whose utility infrastructure requires relocation; and progressed right-of-way acquisition-related activities. The TJPA submitted a request to enter the second phase of the CIG program, Engineering, on August 14, 2023, in accordance with the draft Master Schedule; see Exhibit D – Reference Documents.

1.6 Right-of-Way

In 2022, the TJPA secured multiyear contracts for a variety of right-of-way-related professional services, including title/escrow, appraisal and appraisal review, specialty/fixture appraisal, right-of-way acquisition and relocation assistance, escrow/title, environmental site assessment, archaeological/historic building assessment, survey, and hazardous material mitigation. Additional professional services contracts are in development for competitive solicitation and expected to be awarded by the TJPA in early 2024 to address property management and additional right-of-way survey needs.

Acquisitions of property necessary for The Portal include full-fee purchases, the relocation of businesses and residential occupants, subsurface easements of varying impact to properties, and street vacations and conveyance of easements from the City. A limited number of displacements is expected. Preliminary title reports and chains of title are on file. The Real Estate Acquisition Management Plan (RAMP), a comprehensive roadmap to securing the necessary properties and ensuring acquisition and relocation efforts are in full compliance with local, state, and federal regulations, has been completed. A Relocation Impact Study/Relocation Plan, an adjunct to the RAMP, is required by federal law for federally funded projects. It is a planning document that (i) identifies the impact that The Portal may have on the occupants of property required for construction of The Portal, (ii) identifies the availability of potential replacement sites, and (c) explains the TJPA's Relocation Assistance Program. A draft of the plan will be released for public comment in November 2023, and the required public hearing for the draft plan is anticipated in December 2023, followed by action by the TJPA Board. Right-of-way acquisition will require TJPA Board approval and will depend on available funding.

³ The Transbay Program's environmental documents are available on the documents page of the TJPA's website at https://www.tjpa.org/about-tjpa/documents?combine=&field_category_target_id=17. Updated mitigation measures are contained in the CEQA addendum on the documents page of the TJPA's website.

SECTION 2 PROJECT DESCRIPTION

2.1 Scope of Work

The Civil and Tunnel contract package is a progressive design-build construction package for the design and construction of the Civil and Tunnel Project (Project), which includes the completion of the design of the structures and tunnel (excluding rail systems), the ventilation structures, the Fourth and Townsend Street Station civil works, and utility support and temporary and permanent relocations (excluding the advance utility relocations). Preconstruction work includes design engineering, preconstruction management, schedule preparation, estimating, acting as lead for coordination across all contract packages, preconstruction surveys, site investigations, hazardous materials assessment, and coordination with and obtaining approvals from stakeholders and authorities having jurisdiction.

2.1.1 Cut-and-Cover Structures

The PE Plans indicate that cut-and-cover is a feasible construction approach along Beale Street, Second Street, and Townsend Street, and in portions of the Yard, in connection with the following structures:

- Train box extension structure at Beale and Natoma streets at the east end of the Center
- Throat structure between Second and Howard streets and Second and Clementina streets at the northern end of The Portal alignment where the two-track alignment widens to six tracks at the west end of the Center
- Tunnel along Townsend Street between the west side of Third Street and the Fourth and Townsend Street Station including a bridging structure for the Muni Central Subway rail line
- Fourth and Townsend Street Station structural box
- Tunnel west of the Fourth and Townsend Street Station along Townsend Street
- U-wall and tunnel stub box along Townsend Street west of Sixth Street to bring the tracks to grade and allow for a connection to the future Pennsylvania Avenue Extension tunnel
- Reroute structure for the City's Sixth Street sewers, which consist of two large sewers: a 10 × 7-foot concrete box sewer and a 6-foot-diameter concrete pipe

The scope of work for the referenced cut-and-cover structures includes:

- Traffic control and temporary traffic barriers and decking
- Pavement demolition and replacement of final street pavement/hardscape/landscaping
- Demolition and replacement of traffic signals
- Stormwater management and erosion control
- Hazardous materials survey, testing, and disposal
- Support of excavation
- Dewatering
- Excavation
- Demolish basement walls of existing structures

- Deep foundation (drilled or cast in place piles in accordance with environmental requirements)
- Waterproofing
- Backfilling
- All below-grade concrete work including secondary pours to include walkways
- Temporary relocation, protection-in-place, or support of existing utilities within the footprint of the work, as detailed under Section 2.1.5, Utility Relocation, Protection-in-Place and Construction
- Permanently placing utilities that were temporarily relocated during this contract or as part of the Utility Relocation contract
- Underpinning and protecting existing structures
- Drainage
- Installing flood gate
- Constructing the bridging structure for the Central Subway at Fourth Street
- Constructing an access deck at Fifth Street to the Yard's crew facilities
- Rerouting the Sixth Street sewers
- Testing and commissioning all installed systems
- Spare parts and any required specialist tools
- Removal of all temporary (or de-tensioning of tiebacks, if used) structures and restoring the surface to its original, or an agreed-upon, condition
- Record drawings

2.1.2 Mined Tunnel and Access Shafts

The PE Plans indicate that sequential excavation method mining is feasible for the tunnel along portions of Townsend Street and Second Street. The approximately 0.65-mile-long mined tunnel extends from the west side of Third and Townsend streets to Clementina and Second streets. The tunnel is primarily two tracks, but includes crossovers, and expands to three tracks as it approaches the throat structure. Two access shafts and adits to the tunnel, which will eventually house the ventilation and emergency egress structures, will be located along the tunnel alignment; these will be constructed under this contract on parcels next to The Portal tunnel outside of the street right-of-way, one at Third and Townsend streets and the other at Second and Harrison streets.

The scope for the mined tunnel and access shafts includes:

- Traffic control and temporary traffic barriers and decking
- Pavement demolition and replacement
- Stormwater management and erosion control
- Hazardous materials surveying, testing, and disposal
- Dewatering
- Ground support
- Sequential excavation method mining and initial support installation

- Demolition of basement walls of existing structures
- Shaft construction including lining
- Adit construction
- Temporarily relocating, protecting, and supporting in place existing utilities within the footprint of the work
- Permanently placing utilities that were temporarily relocated during this contract or as part of the Utility Relocation contract
- Underpinning and protecting existing structures
- Installing the mined tunnel final lining
- Constructing partition walls and plenum slabs
- Waterproofing
- Drainage
- Secondary concrete pours to include walkways
- Testing and commissioning of all installed systems
- Spare parts and any required specialist tools
- Removal of all temporary structures and restoring the surface to its original, or an agreed-upon condition
- Record drawings

2.1.3 TJPA Option: Fourth and Townsend Street Station Fit-Out

The Fourth and Townsend Street Station will have street level entrances and exits along Townsend Street leading to two levels below grade: a concourse and a train platform. The concourse will accommodate passenger amenities such as ticketing machines, maps, and schedule information. This level will also house mechanical and electrical rooms and staff areas. The platform level will have two tracks, an 875-foot center platform for Caltrain passengers, and two 800-foot side platforms for high-speed rail passengers.

The TJPA is currently including fit-out of the Fourth and Townsend Street Station in this Civil and Tunnel contract. However, this scope may be removed at a later date.

The scope for the fit-out of the Fourth and Townsend Street Station includes:

- Above-grade structures including station entrances, emergency exits, and ventilation structures
- Miscellaneous concrete work including stair construction
- Station platforms
- Exterior closure and doors
- Interior partitions including doors
- Building specialties, fittings, and accessories
- Applied finishes to floors, walls, and ceilings
- Fixed furnishing (seating)

- Vertical conveyances (elevators and escalators)
- Building mechanical and electrical systems required to support the station including plumbing; heating, ventilation, and air conditioning; fire protection; electrical power and distribution; lighting; life-safety; and communications and data
- Landscaping
- Signage including static and digital passenger display information systems
- Ticketing and fare collection system and equipment
- Artwork
- Testing and commissioning of all installed systems
- Spare parts and any required specialist tools
- Record drawings

2.1.4 Ventilation and Emergency Egress Structures and TJPA Option: Fit-Out

Ventilation and emergency egress structures will house equipment for the ventilation of the tunnels and include emergency egress to allow passengers to evacuate safely from the tunnels to grade in the event of an incident. Ventilation shafts and emergency egress are planned at either end of the Fourth and Townsend Street Station and the underground station at the Center. Two ventilation and emergency egress structures are planned along the tunnel alignment on parcels next to The Portal tunnel outside of the street right-of-way: one at Third and Townsend streets and the other at Second and Harrison streets.

The scope for the ventilation and emergency egress structures and fit-out includes:

- Final concrete structures including floor slabs and openings
- Miscellaneous concrete work including stair construction
- Removal of all temporary structures
- Record drawings

The TJPA is currently including the following fit-out scope for the ventilation and emergency egress structures in this Civil and Tunnel contract. However, this scope may be removed.

- Above-grade structures including emergency exits and ventilation structures
- Exterior closure and doors
- Interior partitions including doors
- Building specialties, fittings, and accessories
- Applied finishes to floors, walls, and ceilings
- Fixed furnishing
- Building mechanical and electrical systems required to support the structures including plumbing; heating, ventilation, and air conditioning; fire protection; electrical power and distribution; lighting; life-safety; and communications and data
- Landscaping

- Signage
- Artwork
- Testing and commissioning of all installed systems
- Spare parts and any required specialist tools
- Removal of all temporary structures and restoration of the surface to its original, or agreed-upon, condition
- Record drawings

2.1.5 Utility Relocation, Protection-In-Place and Construction

The Civil and Tunnel contract will relocate and protect-in-place existing utilities and construct new permanent utilities in a phased approach as follows:

- ◆ Phase A: Relocate utilities that are not included in the advance utility relocation contract package and need to be relocated prior to civil and tunnel work
- ◆ Phase B: Protect-in-place/suspend utilities in place during the civil and tunnel work
- ◆ Phase C: Construct permanent utilities once the tunnel work is complete and the street is being restored

Service to all utility customers will be maintained during cut-and-cover construction. This scope will be refined as the utility relocation package proceeds through design.

PHASE A

Phase A utility work will relocate utilities that were not included in the advance utility relocation contract package and need to be relocated prior to civil and tunnel work.

Second and Howard Street Vicinity

The following scope of work applies to the cut-and-cover throat area from the Salesforce Transit Center, located approximately 150 feet northeast of the intersection of Second and Howard streets, to the intersection of Second and Clementina streets.

Maintenance of Traffic

- Traffic control and temporary traffic barriers
- Traffic signal modifications as necessary to support construction staging operations

Auxiliary Water Supply System (AWSS)

- Shut down the existing 12-inch AWSS main and the existing 18-inch AWSS main noted for the Utility Relocation package

Low Pressure Water System (LPWS)

- Cap and remove LPWS mains and laterals within excavation limits. Key LPWS mains are:
 - ◆ An 8-inch LPWS main under Howard Street, for approximately 200 linear feet
 - ◆ An 8-inch LPWS main under Second Street, for approximately 400 linear feet
 - ◆ A 6-inch LPWS main under Tehama Street, for approximately 110 linear feet
 - ◆ A 4-inch LPWS main under Tehama Street, for approximately 40 linear feet

- ◆ An 8-inch LPWS main under Clementina Street, for approximately 50 linear feet
- Coordinate with the San Francisco Public Utilities Commission for tie-ins (tie-ins to be constructed by SFPUC)
- Remove abandoned 24-inch water main for approximately 120 linear feet

Combined Sewer (CS)

- Cap and remove CS mains within the cut-and-cover construction area and abandon service laterals, including:
 - ◆ A 3-x-5-foot brick CS main under Howard Street, for approximately 200 linear feet
 - ◆ A 3-x-5-foot brick CS main under Tehama Street, for approximately 50 linear feet
 - ◆ A 12-inch CS main under Tehama Street, for approximately 50 linear feet
 - ◆ Several 10-inch CS laterals, for approximately 350 linear feet total
- Relocate CS mains and laterals; suspend from the temporary roadway decking or support on temporary corbels on the shoring walls, including a 12-inch CS main under Second Street, for approximately 500 linear feet. Note: tunnel excavation spans the entire Second Street right-of-way from property line to property line; there is no available right-of-way outside of the excavation limits.

Townsend Street

The following scope of work applies to the cut-and-cover sections of tunnel under Townsend Street and the Fourth and Townsend Street Station.

Maintenance of Traffic

- Traffic control and temporary traffic barriers
- Traffic signal modifications as necessary to support construction staging operations

Auxiliary Water Supply System (AWSS)

- Shut down existing AWSS mains noted for the Utility Relocation package

Low Pressure Water System (LPWS)

- Cap and remove existing LPWS mains and laterals within excavation limits. Key LPWS mains are:
 - ◆ An 8-inch LPWS main near Third Street, for approximately 60 linear feet
 - ◆ An 8-inch LPWS main from Fourth street to between Sixth and Seventh streets, for approximately 2,100 linear feet
 - ◆ Two 8-inch LPWS mains under Fifth Street, for approximately 170 linear feet total
- Coordinate with the San Francisco Public Utilities Commission for tie ins (tie-ins to be constructed by the SFPUC)

Combined Sewer (CS)

- Abandon and remove drain inlets within the cut-and-cover construction area. The Civil and Tunnel entity will address stormwater runoff during construction.
- At Sixth Street, the 6-foot corrugated metal pipe and 10-x-7-foot reinforced concrete pipe CS mains will remain. The relocated 18-inch and 15-inch CS from the east and west, respectively, will be reconnected to these CS mains until the Sixth Street sewer relocation.
- Construct new Sixth Street sewer, which consists of relocating the existing sewer from the Sixth and Townsend streets intersection to Berry Street. The sewer will be designed by the Civil and Tunnel design engineer and constructed as part of the Project.

Telecommunication

- Remove the deactivated telecommunications lines, vaults, manholes, handholes, and utility boxes
- Coordinate with AT&T-PacBell and Lumen for abandonment and removal of their existing facilities within the project limits

PG&E Gas

- N/A

PG&E Electric

- Connect the relocated PG&E overhead line between Fourth and Seventh streets, as necessary, to support service to existing customers, including Caltrain, and coordinate with the 4th and King Yard Preparation contracts (work by PG&E in coordination with The Portal)

Electric and Traffic Signals

- Remove overhead contact system (OCS) poles between Third and Fifth streets
- Support SFMTA duct banks along Townsend Street between Third and Fifth streets under the bridge decking
- Relocate and construct temporary traffic signals necessary to support staging during the tunnel construction

Street Lighting

- Remove existing and construct temporary streetlights between Third and Fifth streets affected by the construction; conduct a photogrammetry study, if required, to determine lighting levels

PHASE B

Phase B utility work includes the construction of utility support systems to suspend/protect-in-place utilities as the tunnel construction begins and temporary bridge decking is installed.

Second and Howard Street Vicinity

Maintenance of Traffic

- Traffic control and temporary traffic barriers
- Traffic signal modifications as necessary to support construction staging operations

Auxiliary Water Supply System (AWSS)

- Remove interfering portions of the AWSS lines crossing the tunnel, where necessary

Low Pressure Water System

- N/A

Combined Sewer (CS)

- Relocate CS mains and laterals; suspend them from the temporary roadway decking or support them on temporary corbels on the shoring walls, including a 12-inch CS main under Second Street, for approximately 500 linear feet. Note: tunnel excavation spans the entire Second Street right-of-way from property line to property line; there is no available right-of-way outside of the excavation limits.

Telecommunication

- Existing joint trench:
 - An existing joint trench containing six 4-inch ducts owned by Lumen and Verizon (part of legacy networks - GST, NXLK/XO, and Level 3) runs east to west under Howard Street, crossing the eastern shoring wall east of Second Street. It then turns south at the intersection of Howard Street and Second Street and runs south under Second Street. The turning point conflicts with the western shoring wall.
 - ♦ At the eastern shoring wall, the joint trench will be protected in place and grouted in the shoring wall as part of the Project.
 - ♦ At the western shoring wall, the joint trench will have been relocated inside the shoring wall as part of the Utility Relocation contract. Protect the joint trench in place during shoring wall construction. Once the shoring wall has been constructed, suspend or support the joint trench within the cut-and-cover construction area.
- AT&T:
 - ♦ Abandon AT&T lines serving the demolished buildings
 - ♦ Protect all other AT&T lines. For the lines that cross the shoring wall, the shoring wall must be built around these lines.
 - ♦ Protect all AT&T manholes. Note that the manhole in conflict with the western shoring wall at the intersection of Howard and Second streets must be grouted in the shoring wall.
 - ♦ Support AT&T facilities to remain active under the bridge decking
- Others: Protect all other duct banks owned by utility companies, including, but not limited, to Zayo (MFN), Verizon (MCI) and Comcast; where the duct banks cross the shoring walls, construct the shoring wall around the duct banks
- Shift and consolidate structures that will be supported in place during the cut-and-cover construction is permitted if approved by the utility companies

PG&E Gas

- Coordinate with PG&E for the protection, abandonment, and removal of PG&E gas lines

PG&E Electric

- Protect all PG&E electric duct banks in service; where the duct banks cross the shoring walls, construct the shoring wall around the duct banks
- Support PG&E facilities to remain active under the bridge decking

Electric (OCS) and Traffic Signals

- SFMTA/Muni: Protect the two existing SFMTA duct banks under Howard Street and under Second Street; where the duct banks cross the shoring walls, construct the shoring wall around the duct banks using the H-pile with lagging method.
- There are three traffic duct crossings. If needed, construct the shoring wall around the duct banks.

Street Lighting

- Remove existing and construct temporary streetlights

Townsend Street

The following scope of work applies to the cut-and-cover sections of tunnel under Townsend Street and the Fourth and Townsend Street Station.

Maintenance of Traffic

- Traffic control and temporary traffic barriers
- Traffic signal modifications as necessary to support construction staging operations

Auxiliary Water Supply System (AWSS)

- Remove interfering portions of the AWSS lines crossing the tunnel, where necessary

Low Pressure Water System

- N/A

Combined Sewer (CS)

- At Fourth Street, construct a structural support system to support (or suspend) the existing 78-inch sewer along Fourth Street. Extend the support system to the existing connected large offset manhole and to the 27-inch and 24-inch sewers and manholes along Townsend Street
- At Fifth Street, protect the existing 7-x-9-foot concrete CS main by lowering the top of station structure according to the engineering plans
- Cap and remove CS mains within the cut-and-cover construction area and abandon service laterals, including:
 - ♦ A 3-x-5-foot brick CS main from Third Street to Fourth Street, for approximately 800 linear feet
 - ♦ An existing CS main consisting of portions of 12-inch and 15-inch pipes, from Fourth Street to between Sixth and Seventh streets, for approximately 2,200 linear feet
 - ♦ An 18-inch CS main near Fifth Street, for approximately 510 linear feet

Telecommunication

- Support under the bridge decking the existing joint trench facilities constructed as part of the Utility Relocation contract; see *Telecommunication under Second and Howard Street Vicinity* for a description of the physical characteristics of the existing joint trench

PG&E Gas

- Support gas lines along Townsend Street between Fourth and Seventh streets under bridge decking

PG&E Electric

- Coordinate construction of the shoring wall with PG&E's relocation of existing PG&E overhead lines from the south side of Townsend Street to the north side of Townsend Street between Fourth and Seventh streets
- Connect the relocated PG&E overhead line between Fourth and Seventh streets, as necessary, to support service to existing customers, including Caltrain; coordinate with the 4th and King Yard Preparation contracts (work by PG&E in coordination with The Portal project)

Electric and Traffic Signals

- Support SFMTA duct banks along Townsend Street between Third and Fifth streets under bridge decking

Street Lighting

- Remove existing and construct temporary streetlights

PHASE C**Second Street and Townsend Street**

Phase C utility work involves the construction of permanent utilities after the tunnel work is complete and prior to restoration of the street.

Auxiliary Water Supply System (AWSS)

- Restore and reactivate the AWSS lines crossing the tunnel at the end of tunnel construction

Low Pressure Water System (LPWS)

- Reconstruct the permanent LPWS mains over the completed cut-and-cover tunnel work in the street right-of-way area
- Connect existing service laterals and low-pressure fire hydrants to the permanent new LPWS mains

Combined Sewer (CS)

- Reconstruct permanent CS mains over the completed cut-and-cover tunnel work in the street right-of-way area, if deemed necessary by the San Francisco Public Utilities Commission
- Reconstruct the permanent CS main over the cut-and-cover tunnel and station, consisting of 12-inch and 15-inch pipes, for approximately 2,200 linear feet. Note: there is limited cover above the station
- Reconnect service laterals to the permanent CS mains
- Reconnect sewer force mains under Fourth Street, depending on relocation concept for the force mains

Telecommunication

- Protect-in-place existing joint trench facilities, including manholes and customer connections

PG&E Gas

- Protect-in-place existing gas facilities

PG&E Electric

- Construct permanent underground PG&E facilities located on Townsend Street between Fourth and Seventh streets (work with PG&E)

Electric (OCS) and Traffic Signals

- Construct a new OCS on Townsend Street between Third and Fifth streets
- Construct new traffic signals between Third and Seventh streets

Street Lighting

- Construct new permanent street lighting in the Second and Howard streets vicinity and on Townsend Street between Third and Seventh streets

2.2 Progressive Design-Build Approach

The TJPA intends to procure the Project through a collaborative progressive design-build form of contract to progress the detailed design of the Project. The TJPA has elected to use this model to draw on the Selected Proposer's technical and commercial understanding of delivering similar projects to successfully complete The Portal.

It is the TJPA's intent that through the collaborative form of contracting, the Selected Proposer will work alongside the TJPA in achieving:

- ◆ A greater level of engagement that allows all parties to better assess and manage risk throughout the delivery of the Project
- ◆ A greater level of cost certainty that the Project is within budget through an open-book cost process of pricing the Project
- ◆ An increased degree of certainty and control over the schedule
- ◆ Higher quality design outcomes through innovation and value engineering solutions

The Project will have a single contract with two primary phases: Preconstruction and Construction.

It is envisaged that the TJPA will progress from preconstruction to construction when the design of the Project has advanced and the construction cost and pricing methodologies can be effectively negotiated to the required level of certainty. Pricing methodologies may vary by geographic work area, or other definable scopes of work, to include options such as lump sum, cost of the work plus fixed fee, cost of the work up to a Guaranteed Maximum Price, target price, incentives, or combinations, as may be necessary and appropriate.

2.2.1 Preconstruction

Preconstruction will include advancement of design and preconstruction efforts to review design, develop alternatives, and develop open-book cost estimates and pricing methodologies for construction, in a highly collaborative environment.

It is expected, as a minimum, that during Preconstruction, the Contractor will:

- ◆ Align expectations and understanding of the scope through a critical review and validation of the design, risk, cost, and schedule components
- ◆ Develop design and construction cost estimates and schedules for the Project through collaborative open-book processes
- ◆ Advance design, using digital technologies, in a collaborative manner with the TJPA and the rail operators and in accordance with all applicable Program NEPA and CEQA environmental mitigation measures
- ◆ Develop efficient work sequencing, packaging, and phasing, taking into consideration the particulars of the Project to maintain the project schedule
- ◆ Undertake procurement planning and work package development

- ◆ Undertake design development and value engineering and innovation exercises with the intent to improve quality, reduce risk, reduce cost, and shorten duration without limiting rail operations and service in the future
- ◆ Undertake stakeholder engagement
- ◆ Actively engage with other interfacing contract packages and projects
- ◆ Develop necessary project management plans, including those for design, construction, quality, safety, and environmental
- ◆ Undertake risk identification, mitigation, management, and pricing strategies
- ◆ Progress and obtain permits for the Project

2.2.2 Construction

Construction will include completion of design, construction, and testing and commissioning activities.

It is expected, as a minimum, that during construction, the Contractor will:

- ◆ Complete necessary outstanding design work
- ◆ Mobilize and clear the site, including installing construction fencing
- ◆ Undertake construction works
- ◆ Implement all NEPA and CEQA environmental mitigation measures
- ◆ Update and implement all management plans developed during the Preconstruction
- ◆ Implement an approved safety and security plan
- ◆ Maintain and update necessary project controls and reporting requirements such as those for cost, schedule, quality, and risk developed during preconstruction
- ◆ Testing and commissioning
- ◆ Implement and maintain a rigorous safety and security program for staff, the public, and the worksite
- ◆ Undertake public information activities, under the direction of the TJPA
- ◆ Coordinate with operators
- ◆ Coordinate with stakeholders
- ◆ Obtain and maintain necessary approvals
- ◆ Coordinate and cooperate with interfacing projects
- ◆ Provide record drawings

2.3 Small and Disadvantaged Business Enterprise Program

It is the policy of the TJPA to ensure nondiscrimination on the basis of race, color, sex or national origin in the award and administration of Department of Transportation (DOT)-assisted contracts. It is the intention of the TJPA to create a level playing field on which Disadvantaged Business Enterprises can compete fairly for contracts and subcontracts relating to the TJPA's construction, procurement, and professional services activities.

Pursuant to 49 CFR Section 26.13, the TJPA is required to make the following assurance in every DOT-assisted contract and subcontract:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the TJPA deems appropriate.

2.3.1 Small Business Enterprise (SBE) Goal

In 2022, the TJPA Board adopted a program-wide SBE goal of 20.5% for all contracts, regardless of funding sources. The TJPA plans to set an SBE goal for the Civil and Tunnel contract package of 21%. The SBE contract goal will be enforceable, and compliance with the goal or demonstrating good faith efforts to do so will be a condition of contract award. The TJPA accepts SBE certifications from the following: any state's Unified Certification Program, California Department of General Services, or the San Francisco Contract Monitoring Division.

2.3.2 Disadvantaged Business Enterprise (DBE) Participation

In 2022, the TJPA Board adopted an Anticipated DBE Participation Level of 17% in the aggregate for all of the TJPA's FTA-assisted contracts for the period October 1, 2022, through September 30, 2025. The TJPA does not plan to set a DBE goal for the Civil and Tunnel contract; however, Respondents are strongly encouraged to obtain the agency's 17% DBE participation. The TJPA ensures that only DBE firms currently certified in the California Unified Certification Program will participate as DBEs in the TJPA's DBE Program.

DBE participation counts towards the SBE goal.

While the TJPA has not set separate goals/participation levels for the design and construction portions of the Civil and Tunnel contract package, the TJPA encourages Respondents to assemble a team with SBE/DBE participation across the contract scope and across the contract term.

Respondents are not required to provide their SBE/DBE plans in their SOQs; instead, Proposers will be required to provide this information in their Proposals. The TJPA provides the information here so that Respondents can maximize the time available to outreach to the SBE/DBE community and plan their team composition.

The TJPA recommends that Respondents review the TJPA's DBE Program and SBE Program, including certification requirements, available on the TJPA's website at <https://www.tjpa.org/about-tjpa/doing-business>.

2.4 Equal Employment Opportunity

The TJPA encourages Respondents to actively recruit minorities and women for their respective workforces. In the future RFP, the TJPA will request copies of nondiscrimination or equal opportunity plans that the Proposers have in place.

SECTION 3 PROCUREMENT PROCESS AND SCHEDULE

3.1 Procurement Process

The TJPA is using a two-step process for the procurement of the Project.

Step 1: Request for Qualifications

Step 1 aims to qualify and shortlist no more than three of the most qualified Respondents who have demonstrated the qualifications to undertake and deliver the Project. The shortlisted Respondents, thereafter, called Proposers, may advance to the next step.

Statements of Qualifications received will be evaluated and scored as described in this RFQ.

Step 2: Request for Proposals

Step 2 is a competitive process during which the TJPA will identify its Selected Proposer.

The Request for Proposals will be provided to Proposers only. During this step, Proposers will submit detailed responses to the RFP outlining their approach for the delivery of the Project (Proposals). The Proposals received will be scored by the TJPA using structured evaluation criteria set out in further detail in the RFP. The RFP process will include in-person scored interviews, the details of which will be defined in detail in the RFP. The highest scoring Proposer will be recommended to be the selected Proposer (Selected Proposer). The TJPA intends to enter into a progressive design-build agreement with the Selected Proposer.

3.1.1 Addenda

The TJPA reserves the right, in its sole discretion, to revise, modify, or change this RFQ at any time before the last date of issuance of addenda shown in Section 3.2, Procurement Schedule. Any changes will be issued via addenda to the RFQ.

3.1.2 Communication with the TJPA

All communication regarding this procurement, including submittals of requests for clarifications and SOQs, must be directed to:

Transbay Joint Powers Authority
Email: RFP@tjpa.org

All communications must begin with the phrase **RFQ 23-04** in the subject line.

3.1.3 Compensation

The TJPA will not pay any compensation to Respondents or Proposers in relation to this procurement process.

3.2 Procurement Schedule

Table 3 represents the current anticipated schedule for the procurement.

Table 3. Anticipated Procurement Schedule

Event	Date
Informational Session ^a	September 20, 2023
Issue RFQ	October 27, 2023
Industry briefing ^b	November 2, 2023
Last date for Respondents to submit requests for clarification	January 10, 2024
Last date for issuance of addenda	January 17, 2024
SOQ due	January 31, 2024
Notification of short-listed Respondents	March 2024
Issue RFP ^c	April 2024

Notes:
^a The attendance list and presentation from the information session is available on the TJPA's website at <https://www.tjpa.org/about-tjpa/doing-business/contract-opportunities/23-04-request-qualifications-rfq-progressive>
^b Industry briefing will be held from 1:00 pm to 2:30 pm. Access link will be posted on the TJPA's website at <https://www.tjpa.org/about-tjpa/doing-business/contract-opportunities/23-04-request-qualifications-rfq-progressive>
^c Subject to approval by the TJPA Board

Where the RFQ provides a deadline or due date for material due to the TJPA, the material is due by 2:00 pm Pacific Time.

3.3 Industry Briefing

The industry briefing shown in Table 3 will be led by the TJPA and its consultant team and is intended to address questions regarding the procurement process.

3.4 Requests for Clarification

Respondents may submit requests for clarification regarding this RFQ using Form A – Request for Clarification. The TJPA will consider requests for clarification in issuing any addenda to this RFQ. The TJPA may elect to respond to requests for clarification via written responses that will be posted publicly on the TJPA website.

3.5 Improper Communications

Communication requirements apply to Respondents, all members of the Respondent's team, their respective advisors, employees, and other representatives and are in effect until the TJPA has notified Respondents to the procurement of the TJPA staff's recommended contract award to the TJPA Board.

Beginning on the date this RFQ is issued, Respondents may contact the TJPA only as noted in Section 3.1.2, Communication with the TJPA. There shall be no communications concerning the procurement between the Respondent and any other TJPA staff, staff of any of the TJPA member agencies, consultants

already engaged by the TJPA, members of the evaluation team, or the TJPA Board; violation may result in the Respondent's being eliminated from the procurement process.

A list of TJPA Board members is available on the TJPA's website at <https://www.tjpa.org/about-tjpa/board-directors>.

3.6 Conflicts of Interest

Each Respondent is responsible for determining whether its participation constitutes an actual or potential conflict of interest under the following:

- ◆ The TJPA's Conflict of Interest Code (available on the document page of the TJPA's website): <https://www.tjpa.org/media/38816/download>
- ◆ TJPA Board Policy 022, Conflict of Interest Policy for Design-Build Procurements: <https://www.tjpa.org/media/39110/download?inline>
- ◆ California Government Code section 1090
- ◆ The Political Reform Act of 1974 (California Government Code sections 81000 et. Seq.)
- ◆ FTA requirements (see, e.g., FTA Circular 4220.1F Chapter VI)

The existence of a conflict of interest is a basis to disqualify a Respondent.

3.7 Ineligible Parties

Firms that have been engaged in preparing this RFQ and associated materials are ineligible to participate as part of a Respondent. These firms include:

- ◆ AECOM
- ◆ Mott MacDonald
- ◆ Hollins Consulting
- ◆ Meyers Nave
- ◆ Parsons
- ◆ Gall Zeidler Consultants
- ◆ HNTB Corporation

Subconsultants or subcontractors to these entities and other firms may, depending on their prior or ongoing work related to the Project, be ineligible to participate as part of a Respondent's team. Each Respondent is responsible for determining whether a member of its planned team is ineligible to participate.

Firms requesting information from the TJPA on the ability to participate in this procurement should submit their written request, including all of the information specified in TJPA Board Policy 022, Conflict of Interest Policy for Design-Build Procurements, via email to RFP@tjpa.org. Requests of this nature may be submitted any time after publication of the RFQ until three weeks before the Proposal due date (to

be provided in the RFP). The TJPA will provide responses directly to the entity that submitted the request, and these responses will not be posted publicly.

3.8 Debrief for Unsuccessful Respondents

Within 14 days of notification of the short list, Respondents that were not shortlisted may request a debrief by notifying the TJPA as noted in Section 3.1.2, Communication with the TJPA.

SECTION 4 INSTRUCTIONS TO RESPONDENTS

4.1 Executive Summary

Provide an executive summary written as a narrative, in a non-technical style, containing a summary of the elements requested for inclusion in the SOQ.

4.2 Respondent Organization and Experience

4.2.1 Team Members

The Respondent's team is made up of Team Members, classified as shown in Table 4.

Table 4. Team Members

Team Members ^a	Description
Respondent	The entity submitting the SOQ. If shortlisted, the Respondent will become a Proposer. The Selected Proposer will enter into contract with the TJPA as the Contractor.
Lead Designer ^b	The entity that bears primary and lead responsibility for design services on the Project.
Lead Contractor ^b	The entity that exercises primary and lead responsibility for construction services on the Project.
Major Subcontractor	Any additional subcontractors or subconsultants that the Respondent chooses to include in its SOQ.

Notes:
^a Team Members may be a corporation, joint venture, partnership, or other business organization.
^b The Lead Designer and/or the Lead Contractor may be part of the Respondent entity.

The Respondent, Lead Designer, Lead Contractor, and their affiliated firms may not be on a competing Respondent team.

The TJPA discourages Respondents from requiring exclusivity from SBE/DBE firms.

For the SOQs, Respondents are required to provide the qualifications of its Team Members that they believe are essential to demonstrating the team's minimum qualifications, depth of experience, and unique qualifications for the Project. The TJPA is interested in information about only these Team Members in the SOQ.

Information on additional Team Members will be requested in the RFP.

4.2.2 Respondent Organization and Experience Narrative

Provide a brief introduction to your organization and explain the operational and decision-making structure. Include a high-level organizational chart and a summary describing the roles of the Team Members. The organizational chart will include name, role, employer, and reporting structure of the Key Personnel (see Section 4.3, Key Personnel Experience).

Include evidence, in narrative form, of the Team Members' competency, capability, and capacity to deliver a transportation project of similar size, scope, and complexity, with a preference for experience using collaborative delivery models.

Describe how the experience of each such firm is relevant to the success of the Project, describing, at a minimum, the following:

- ◆ The reasoning for the team’s organization based on the needs and risk of the Project
- ◆ Team Members’ services and responsibilities
- ◆ Team Members’ experience working together on other projects
- ◆ Experience with underground construction in tight urban settings, including use of sequential excavation method mining and underpinning
- ◆ Experience that the firms have in identifying and incorporating innovative concepts into projects
- ◆ Successful, relevant collaboration between design, construction, and owner teams to deliver a project and how the Team Members will enhance collaboration
- ◆ Experience working in proximity to live rail operations
- ◆ The extent to which Team Members accomplished sustainability goals on relevant projects of similar size, scope, and complexity

4.2.3 Respondent Experience Forms

Include a completed copy of Form B – Team Member Summary. The Respondent’s point of contact listed in this form will receive information regarding the short list and will receive the RFP, if shortlisted.

Include a completed copy of Form C – Team Experience for no more than six projects. Reference projects must be limited to those commenced within the past 20 years.

4.3 Key Personnel Experience

4.3.1 Key Personnel

Each individual proposed as a Key Personnel must have the minimum qualifications identified in Table 5. With respect to individuals required to be California-registered professional engineers or architects, an application for licensure by the State of California must be submitted by the Proposal due date and acquired within eight months of any notice-to-proceed.

Table 5. Key Personnel

Key Personnel Position	Responsibilities and Minimum Qualifications
	Responsible for the executive oversight of the Project. Will set the direction of the Project and guide the team to meet the Project goals. Will maintain a partnering relationship with the TJPA Executive Director.
Project Executive	Must have a minimum of 20 years of experience in managing the design and/or construction of infrastructure projects with similar scope, size, type of work, and complexity as the Project. Must have experience with alternative delivery projects. Must have a minimum of 5 years of experience providing executive oversight and direction to infrastructure projects of a similar complexity as the Project. Must be a corporate officer and have signature authority for the Contractor.

Key Personnel Position	Responsibilities and Minimum Qualifications
Project Manager	<p>Responsible for meeting Contractor’s contract obligations and for overall design, construction, quality, contract administration, safety, and environmental compliance. Responsible for resolving disputes that may arise. Will be the designated point of contact throughout the Project and must be delegated as the authority to make decisions on any part of the Project. Must be assigned to the project full-time, on site, for the duration of the Project.</p> <p>Must have a minimum of 15 years of experience in similar roles managing the design and construction of infrastructure projects with similar scope, size, type of work, and complexity as this project. Must have experience managing tunnel projects. Must have experience with design-build project delivery or other collaborative project delivery methods.</p>
Design Manager	<p>Responsible for the completion of the Project design and for ensuring that all design criteria are adequately met. Must be assigned to the project full-time, on site, for the duration of design activities.</p> <p>Must have a minimum of 15 years of demonstrated experience in managing the design of infrastructure projects with similar scope, size, type of work, and complexity as the Project. Must be a registered engineer (California professional engineer or similar). Must be an employee of the Lead Designer and have experience with design-build project delivery or other collaborative project delivery methods.</p>
Construction Manager	<p>Responsible for all aspects of construction, cost control, and schedule adherence. Must be assigned to the project full-time, on site, for the duration of construction activities.</p> <p>Must have a minimum of 15 years of demonstrated experience in managing the construction of infrastructure projects with similar scope, size, type of work, and complexity. Must have experience managing tunnel projects.</p>
Design Quality Manager	<p>Responsible for managing and coordination the quality control and quality assurance for the design work. Will report jointly to the TJPA and within the Respondent’s team. Must be assigned to the project full-time, on-site, until all design is released for construction.</p> <p>Must have a minimum of 10 years of demonstrated experience managing design quality programs with similar scope, size, type of work, and complexity as this project.</p>
Lead Structural	<p>Will report to the Design Manager and be responsible for the design of the tunnel and associated structural elements. Must be assigned to the project full-time, on site, for the duration of design activities.</p> <p>Must have a minimum of 15 years of demonstrated experience in leading structural design of tunnel projects with similar scope, size, type of work, and complexity as the Project. Must be a California-registered engineer. Must have experience with design-build project delivery.</p>
Lead Geotechnical	<p>Responsible for managing and overseeing the geotechnical engineering, exploration, and design for the Project.</p> <p>Must have a minimum of 15 years of professional experience, with a minimum of 10 years of experience in a similar role for projects with a similar scope, size, type of work, and complexity as the Project. Must be a California-registered geotechnical engineer or registered as a certified engineering geologist.</p>
Lead Architect	<p>Responsible for the design of the architectural elements. Must be assigned to the project full-time, on site, for the duration of design activities.</p> <p>Must have a minimum of 15 years of demonstrated experience in leading architectural design of infrastructure projects with similar scope, size, type of work, and complexity as this project. Must be a California-registered architect.</p>

Additional Key Personnel will be requested in the RFP.

4.3.2 Back-Up Key Personnel

Each Respondent will submit back-up candidates for the following Key Personnel, meeting the same minimum qualifications, to fill the position in the event the original Key Personnel is no longer available due to circumstances outside the control of the relevant Team Member:

- ◆ Project Manager
- ◆ Design Manager
- ◆ Construction Manager

Back-up candidates submitted with the SOQs are only valid during the procurement phase. The Contractor will be required to follow contractual requirements for substituting Key Personnel once the contract is executed.

4.3.3 Key Personnel Experience Narrative

Describe how the experience of the Key Personnel will facilitate and improve successful delivery of the Project and how the Respondent will engage Key Personnel and other resources.

4.3.4 Key Personnel Experience Forms

Include a completed copy of Form D – Key Personnel Summary.

Include a completed copy of Form E – Key Personnel Experience for each Key Personnel and back-up Key Personnel. Reference projects must be limited to those commenced within the past 15 years.

4.4 Best Practices

Include a narrative describing opportunities and challenges encountered on previous projects by Team Members and Key Personnel, the approaches used to manage and mitigate, and how best practices could be used to enhance the approaches to the Project. Areas to discuss may include, but are not limited to:

- ◆ Owner’s and contractor’s respective roles in assembling and managing high-performing multidisciplinary teams
- ◆ Achieving highest value from the designer/contractor relationship in an alternative delivery structure (such as design-build, PDB, or CMGC)
- ◆ Delivery of large, complex urban underground transportation projects, ideally tunnels for electrified rail projects
- ◆ Contributing to a collaborative project environment with multiple project stakeholders including the owner, operator(s), and stakeholders on similar projects
- ◆ Managing subcontractors and methods used to demonstrate that the owners received fair prices for construction
- ◆ Managing interfaces, integration, and risk across multiple contractor teams
- ◆ Types and use of incentives and the role of incentives in driving superior performance on key metrics vital to the project owners’ business interests

4.5 Small and Disadvantaged Business Enterprise Experience

Describe Team Members' experience meeting or exceeding SBE/DBE participation goals and methods for providing meaningful participation and learning experiences to SBE/DBE firms for similar, recent projects.

4.6 Team Member Information

Team Member information must be submitted as shown in Table 6. Respondents should review Section 6.4, Ownership of Information; Public Records Act, regarding the confidentiality of information submitted.

Table 6. Team Member Forms

Form	To be completed for			
	Respondent	Lead Designer	Lead Contractor	Major Subcontractor
Form F – Business Organization	✓	✓	✓	✓
Form G – Surety Letter	✓			
Form H – Insurance Letter	✓			
Form I – Financial Status	✓	✓	✓	
Form J – Organizational Conflicts of Interest	✓	✓	✓	✓
Form K – Certifications and Questionnaire	✓	✓	✓	✓

4.7 Submittal Requirements

SOQs must be submitted in two volumes:

- ◆ Volume I – Technical Qualifications
- ◆ Volume II – Team Member Information

Each volume must be in separate PDF files. SOQs must be submitted electronically to the TJPA as noted in Section 3.1.2, Communication with the TJPA, as searchable PDFs with an electronic table of contents.

Text must be single-spaced using a non-narrow font no smaller than the 10-point Segoe UI used in this document (that is, other font types may be used, but the minimum font size may vary to meet the required size). Organizational charts, tables, figures, and forms may be prepared using 9-point font size. Pages must measure 8.5 x 11-inches with one-inch margins. Organizational charts, tables, and figures may be formatted on 11 x 17-inch sheets; however, 11 x 17-inch sheets will count as two pages. Page limits are shown in Table 7.

Table 7. Page Limits

SOQ Item	Page Limit
Volume I – Technical Qualifications	
Executive Summary	1
Table of Contents	1
Respondent Organization and Experience (excluding Forms)	6
Key Personnel Experience (excluding Forms)	5
Best Practices	4
SBE/DBE Experience	1
Forms	
Form B – Team Member Summary	1
Form C – Team Experience	18 ^a
Form D – Key Personnel Summary	1
Form E – Key Personnel Experience	33 ^b
Volume I Maximum Pages	71
Volume II – Team Member Information	
Forms	
Form F – Business Organization	
Form G – Surety Letter	
Form H – Insurance Letter	
Form I – Financial Status	n/a
Form J – Organizational Conflicts of Interest	
Form K – Certifications and Questionnaire	
Volume II Maximum Pages	n/a
Notes:	
^a Limit of three pages per project	
^b Limit of three pages per Key Personnel	

SECTION 5 EVALUATION PROCESS

5.1 Compliance

SOQs will be reviewed for compliance with the instructions provided in this RFQ. SOQs that do not comply may be rejected and not evaluated further.

5.2 Statements of Qualifications Scoring

SOQs will be evaluated to determine the Respondent team's qualifications. Scoring will be as shown in Table 8.

Table 8. SOQ Evaluation Scoring

SOQ Item	Maximum Points
Volume I – Technical Qualifications	
Executive Summary	n/a
Table of Contents	n/a
Respondent Organization and Experience (including Forms)	65
Key Personnel Experience (including Forms)	65
Best Practices	50
SBE/DBE Experience	20
Volume II – Team Member Information	
Forms	pass/fail
Maximum SOQ Points	200

5.2.1 Respondent Organization and Experience

The experience of the Team Members will be evaluated based on:

- a. An understanding of collaborative delivery methods
- b. An efficient structure that is capable of effective coordination and collaboration with the TJPA, its consultants, and stakeholders
- c. Experience successfully working in a collaborative delivery model
- d. Experience implementing successful projects
- e. Experience in successfully managing the design and construction of a tunnel project in a dense urban environment
- f. Experience managing complex interfaces
- g. Safety records on similar projects
- h. Success in meeting or exceeding SBE/DBE commitments

Scoring will consider information obtained from references. Failure to obtain a response from a reference may affect a Respondent's score.

5.2.2 Key Personnel Experience

The experience of the Key Personnel will be evaluated based on:

- a. Experience and past performance in successfully managing or leading relevant aspects on similar projects
- b. The extent to which the Key Personnel exceeds the minimum requirements
- c. The extent to which the Key Personnel provides experience that is likely to facilitate and improve successful delivery of the Project

5.2.3 Best Practices

Best practices will be evaluated based on demonstrated experience implementing best practices and innovative approaches to:

- a. Assembling and managing large teams on similar projects
- b. Collaboration
- c. Management of subcontractors, including solid approaches to developing fair construction prices
- d. Managing interfaces, integration, and risk
- e. Offering other methods that have been used to facilitate and improve project delivery

5.2.4 Small and Disadvantaged Business Enterprise Experience

The SBE/DBE experience will be evaluated on the Respondent's past successes meeting or exceeding goals or commitments and providing meaningful work to SBE/DBE firms.

5.3 Pass/Fail Determination

Respondents are subject to a pass/fail determination based on:

- a. Failure to submit required forms or information requested in Exhibit B – Administrative and Legal Forms, or
- b. An affirmative response to questions a) through e), question g), or questions i) through k) under "Debarment, Suspension, and Other Responsibility Matters" on Form K – Certifications and Questionnaire.

SECTION 6 LEGAL AND CONTRACTUAL MATTERS

6.1 Prohibitions on Affiliates Competing as Separate Respondents

A Team Member identified in one SOQ, as well as the Parents and Affiliates of such team member, cannot participate as a Team Member on another Respondent's team. The term "Affiliate" for purposes of this provision means, with respect to any particular company or entity, a company or entity that: (a) owns and controls, directly or indirectly, such company or entity; (b) is owned and controlled, directly or indirectly, by such company or entity; or (c) is owned and controlled, directly or indirectly, by the same company or entity that owns and controls such company or entity. The term "Parent" for purposes of this provision means a company or entity that is an Affiliate by virtue of Item (a) in the preceding sentence. The term "control" for purposes of this provision means: (i) ownership, directly or indirectly, of fifty percent (50%) or more of the issued voting shares of a company or entity or ownership of equivalent rights to determine the decisions of such company or entity; or (ii) having the right to appoint at least fifty percent (50%) of the members of the board of directors or equivalent governing body of such company or entity.

6.2 Licensing

Team Members must possess all applicable licenses to complete the Project. In accordance with Public Contract Code Section 3300, the TJPA has determined that the Respondent must possess, at the time of contract award, a valid State of California Class A (General Engineering Contractor) License and other applicable specialty licenses that will be identified in the RFP for portions of the Project. The Respondent entity must possess a Class A license in its own name and cannot fulfill this requirement through an affiliate or member entity (such as a member of a joint venture) or through a subcontractor. A Team Member(s) must possess a current valid State of California Architectural license and Professional Engineers licenses at the time of contract award. Each Respondent is charged with full compliance with the California Architectural Practices Act (Business & Professions Code sections 5500 et seq.) and the California Professional Engineers Act (Business & Professions Code sections 6700 et. Seq.).

6.3 The TJPA Reservation of Rights

The TJPA reserves, in its sole discretion, the right to waive informalities and immaterial irregularities or defects in SOQs received by it, all other provisions in this RFQ notwithstanding.

The TJPA reserves to itself all rights (which rights are exercisable by the TJPA in its sole discretion) available to it under applicable law, including without limitation, the right to:

- ◆ Cancel, modify, or withdraw the RFQ, in whole or in part, at any time.
- ◆ Issue a new RFQ, or modify dates set or projected in the RFQ.
- ◆ Issue addenda, supplements, and modifications to the RFQ.
- ◆ Modify the RFQ process with appropriate notice to Respondents as applicable.
- ◆ Appoint an evaluation committee to review SOQs and to consider the advice and assistance of consultants, other agencies, and experts in any subject matter in SOQ evaluation.
- ◆ Respond or not respond to requests for clarification.

- ◆ Approve or disapprove the use of particular Team Members, substitutions of Team Members, changes in Key Personnel, and any other changes in Respondent's SOQ as submitted.
- ◆ Seek or obtain information from any source that has the potential to improve the understanding and evaluation of the SOQs.
- ◆ Revise and modify, at any time before the SOQ deadline, the factors it will consider in evaluating SOQs and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the TJPA will circulate an addendum to all Respondents setting forth the changes to the evaluation criteria or methodology. The TJPA may extend the SOQ deadline if such changes are deemed by the TJPA, in its sole discretion, to be material and substantive.
- ◆ Conduct interviews and/or discussions with Respondents.
- ◆ Disclose information contained in the SOQs to the public as required by law and as described in this RFQ.
- ◆ Terminate evaluations of and reject all SOQs received at any time.
- ◆ Require confirmation of information furnished by a Respondent, require additional information from a Respondent concerning its SOQ, or require additional evidence of qualifications to perform the work described in this RFQ.
- ◆ Contact and ask questions of references identified in any SOQ regarding team experience or Key Personnel experience.
- ◆ Retain ownership of all SOQs and materials submitted in hard-copy and/or electronic format.
- ◆ Issue or not issue an RFP.
- ◆ Add the next-highest scoring Respondent to the short list in the event one of the originally shortlisted Respondents withdraws from the procurement process.
- ◆ Exercise any other right reserved or afforded to TJPA under this RFQ or under applicable law.

6.4 Ownership of Information; Public Records Act

All documents submitted in response to this RFQ will become the property of the TJPA and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, SOQs are subject to public inspection and disclosure under the California Public Records Act (Government Code Section 6250 et seq.). Therefore, unless the information is exempt from disclosure by law, the content of any SOQ, or related submission, between the TJPA and any Respondent regarding the procurement, will be available to the public.

If a Respondent believes any portion of its SOQ or related communication contains trade secrets or other proprietary information that the Respondent believes would cause substantial injury to the Respondent's competitive position if disclosed, or otherwise is subject to non-disclosure in response to a subsequent California Public Records Act request (proprietary information), the Respondent may request that the TJPA withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential.

By submitting an SOQ with portions marked confidential, a Respondent represents it has independently determined such portions qualify for exemption from disclosure under the California Public Records Act. A Respondent may not designate its entire SOQ as confidential. The TJPA will not honor such designations and will disclose submittals so designated to the public.

The foregoing statement does not impact the fact that the TJPA will treat SOQs as confidential during the RFQ/RFP evaluation and selection process. If the TJPA receives a request for disclosure of information that the Respondent has designated as confidential, the TJPA will promptly notify the Respondent. If a Respondent timely requests that the TJPA withhold from disclosure proprietary information, and the TJPA complies with the Respondent's request, Respondent agrees to and shall perform the following defense obligations: take all appropriate legal action and defend the TJPA's refusal to produce the information in all forums; assume all responsibility for any challenges resulting from the nondisclosure, to defend, indemnify and hold harmless the TJPA from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Respondent information); and, pay any and all costs and expenses related to the withholding of Respondent information. Should Respondent fail, refuse or delay in performing these defense obligations, then the TJPA will make such information available to the extent required by applicable law, without restriction.

Upon a request for records regarding a Proposal, the TJPA will notify the Proposer involved within ten calendar days from receipt of the request of a specific time when the records will be made available for inspection. If Proposer timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Proposer determines is not subject to public disclosure, and requests the TJPA to refuse to comply with the records request, Proposer shall take all appropriate legal action and defend the TJPA's refusal to produce the information in all forums; otherwise, the TJPA will make such information available to the extent required by applicable law, without restriction.

Information disclosed to the TJPA and all items in opened submissions are the property of the TJPA unless Proposer makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

Respondent will not make a claim, sue, or maintain any legal action against the TJPA or its directors, officers, employees, or agents concerning the withholding from disclosure of Respondent information. If a Respondent does not request that the TJPA withhold from disclosure information identified as confidential within ten days of receipt of the TJPA's notice, the TJPA will have no obligation to withhold the information from disclosure and may release the information sought without any liability to the TJPA. Notwithstanding the foregoing, the TJPA may release the open records copy of Respondent's SOQ at any time to any person with no liability to the TJPA.

6.5 Statement of Qualifications Validity

SOQs shall be valid until the TJPA awards a contract for the Project.

SECTION 7 LEVINE ACT

The Levine Act (Government Code §84308) is part of the Fair Political Practices Act that applies to elected officials and their alternates who serve on appointed boards, such as the TJPA Board.

The Levine Act prohibits any TJPA Board member (including a Board member's alternate) or officer who has received \$250 or more from an applicant for a contract with the TJPA within the previous twelve months from participating in or influencing the decision on awarding that contract. The Levine Act also requires a board member or officer of the TJPA who has received such a contribution to disclose the contribution on the record of the proceeding in which a contract is being considered. In addition, TJPA Board members and officers are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before the TJPA and for twelve months following the date a final decision concerning the contract has been made.

Each Respondent must disclose any contributions of \$250 or more that it has made to a TJPA Board member or officer within the twelve-month period preceding the submission of its Proposal. This requirement applies to the Respondent, as well as to any member firm or individuals on the Respondent's team, subsidiaries, parent companies, other firms associated with the Respondent and agents of the Respondent. If such a contribution has been made, Respondent must provide to the TJPA's Executive Director a written statement setting forth the date and amount of said contribution(s). The Executive Director must receive this information at the same time the SOQ is received.

A list of TJPA board members and their alternates is available on the TJPA's website at <https://www.tjpa.org/about-tjpa/board-directors>.

SECTION 8 PROTEST PROCEDURES

8.1 Protest Submittal

Each Respondent, by submitting its SOQ, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies, and agrees that the decision on any protest, as provided herein, will be final and conclusive. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by the Respondents.

Prior to the SOQ due date, a Respondent may submit a protest to the TJPA regarding the procurement process or a specific item within the RFQ. Any such protest must be submitted via email to the TJPA no less than ten working days before the SOQ due date. Any protest must contain a complete statement of the basis for the protest and attach all supporting documentation necessary to evaluate the protest. The TJPA will make a determination of each protest. The TJPA will issue such determinations in writing.

Protests regarding determinations and identification of the short list must be submitted via email to the TJPA no later than five working days following notification of the short list. The letter of protest must contain a complete statement of the basis for the protest, attach all supporting documentation necessary to evaluate the protest, and be signed and dated.

Protests regarding responsiveness or otherwise based on compliance with DBE or SBE requirements must be submitted via email no less than ten working days before the SOQ due date. Any protest must contain a complete statement of the basis for the protest and attach all supporting documentation necessary to evaluate the protest. The TJPA will decide any such protest following the procedures in TJPA Board Policy 002 – Protest Procedures for the Bidding and Award of Federally Assisted Third Party Contracts, Section 3.4 – Disadvantaged Business Enterprise (DBE) or Small Business Enterprise (SBE) Requirements, <https://www.tjpa.org/media/117/download?inline>.

Any Respondent filing a protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties must include all other Respondents who appear to have a reasonable prospect of making the shortlist. Such parties may respond to the protest following the same procedures that apply to the initial protest, provided that the TJPA receives such response within five business days of the submittal date of the initial protest.

There is no appeal from a denial to grant a Respondent short-list status due to an incomplete submittal.

Protests must be addressed to:

Executive Director
Transbay Joint Powers Authority
425 Mission Street, Suite 250
San Francisco, CA 94105
Email: info@tjpa.org

8.2 Executive Director’s Decision Final

The TJPA Executive Director will inform the protester in writing of the decision, stating the reasons for the decision, and responding at least generally to each material issue raised in the protest. The Executive Director’s letter to the protester will state that the protester may contact the Executive Director to discuss the response and that the protester has the right to address the TJPA Board on the date when the contract is calendared to be awarded if the Executive Director denies the protest. The decision of the Executive Director is final.

EXHIBIT A

TECHNICAL FORMS, PROVIDED IN WORD FORMAT

- ◆ FORM A – REQUEST FOR CLARIFICATION
- ◆ FORM B – TEAM MEMBER SUMMARY
- ◆ FORM C – TEAM EXPERIENCE
- ◆ FORM D – KEY PERSONNEL SUMMARY
- ◆ FORM E – KEY PERSONNEL EXPERIENCE

Forms are available on the 23-04 Request for Qualifications – Progressive Design-Build Civil and Tunnel Construction Box site at <https://transbaycenter.box.com/s/0zfqzfb2mywsnphgzbx82x1tqux5t55>

EXHIBIT B

ADMINISTRATIVE AND LEGAL FORMS, PROVIDED IN WORD FORMAT

- ◆ FORM F – BUSINESS ORGANIZATION
- ◆ FORM G – SURETY LETTER
- ◆ FORM H – INSURANCE LETTER
- ◆ FORM I – FINANCIAL STATUS
- ◆ FORM J – ORGANIZATIONAL CONFLICTS OF INTEREST
- ◆ FORM K – CERTIFICATIONS AND QUESTIONNAIRE

Forms are available on the 23-04 Request for Qualifications – Progressive Design-Build Civil and Tunnel Construction Box site at <https://transbaycenter.box.com/s/0zfqzfb2mywsnpnhgzbx82x1tqux5t55>

EXHIBIT C

AGREEMENT TERMS

This exhibit overviews preliminarily significant commercial terms that are anticipated to be part of the progressive design-build agreement (Agreement). This exhibit is intended to provide prospective Respondents with an understanding of the TJPA's present intentions with respect to contracting, given the nature and complexity of the Project. A draft Agreement will be provided with the Request for Proposals. The final terms of the Agreement will be developed in part through the Request for Proposals procurement phase and then through negotiations with the Selected Proposer.

Topic	Anticipated Terms
GENERAL TERMS	
The TJPA and its partner agencies	<p>The TJPA and partner agencies will use project management, construction management, and inspection firms. The TJPA anticipates its appointed project director will serve as a single point of communication with the design, construction, engineering, project management, and inspection teams.</p> <p>The Contractor will work as part of the Integrated Program Delivery Team, which includes the TJPA, Caltrain, the project management/construction management team, the general engineering consultant, and the construction manager general contractors.</p>
Contract Term and Phasing	<p>The TJPA generally anticipates preconstruction through spring 2026 and construction through 2032; the schedule is subject to change at the discretion of the TJPA Board and available funding.</p> <p>The Agreement will have two phases, Preconstruction Construction. The TJPA anticipates the Contractor may want to package certain portions of the work for early design, construction pricing, and construction start in 2025, while portions of the work are still in preconstruction. For these types of early work packages, the TJPA will review and negotiate proposals for pricing and milestone completion concepts based on the Contractor's planned work sequence.</p>
Design Services	<p>The Contractor will provide all required design services necessary to complete all aspects of the Project design and manage all design-related work during construction through Project close-out and certification.</p>

Topic	Anticipated Terms
Construction Services	The Contractor will provide all required construction services necessary to complete all aspects of the Project through Project close-out and certification.
Standard of Care	The Contractor will provide all necessary design and construction services consistent with the standard of care and degree of skill that would ordinarily be exercised by other competent practitioners of the same discipline and profession currently practicing under similar circumstances as the circumstances affecting the Project.
Coordination and Cooperation	The Contractor will exercise all necessary cooperation and coordination with the TJPA, the IPDT, regulatory agencies, and other construction contractors performing work in furtherance of the Project.
Self-Performance	The TJPA intends to include a requirement in the Agreement that the Contractor and its Team Members, as submitted with its Proposal, self-perform a yet-to-be-determined minimum amount of the work that may include underground civil work (cut and cover, open cut, underpinning, and sequential excavation method mining).
SCOPE CLARIFICATIONS	
Quality Management	The Contractor will exercise all necessary quality assurance and quality control functions on the Project. The TJPA will perform verification with respect to the work.
Safety and Security	The Contractor will exercise all necessary safety and security functions on the Project. The TJPA will perform verification with respect to the work.
Schedule	The Contractor will develop Project-specific schedules for design and construction activities that meet the overall Project deadlines and other TJPA requirements. The TJPA has prepared preliminary program schedules that include timelines for this Project and related projects.
Subcontracting	Proposers will identify key subcontractors in their Proposal to be included in contract award. Other subcontractors will be procured through a competitive procurement process in compliance with local, state, and federal law.
Permits	The TJPA will publish a permit matrix identifying permits secured and permits anticipated and related to the Project. The Contractor will be responsible for identifying additional required permits, updating and completion of the permit matrix to identify the entity responsible for

Topic	Anticipated Terms
Labor Relations	<p>securing each required permit, and preparing documents and materials necessary to secure each required permit.</p> <p>The Project is subject to a Project Labor Agreement, https://tjpa.org/tjpa/doing-business-with-the-tjpa/project-labor-agreement.</p>
Differing Site Conditions	<p>The TJPA has provided a Draft Geotechnical Baseline Report (DGBR) to Respondents for information during the RFQ stage. During Preconstruction, the Contractor will be expected to work collaboratively with the TJPA to review and provide input to the DGBR, with the objective of having a final GBR issued by TJPA as a contract document. Results of investigations and testing completed during Preconstruction will be incorporated into the final GBR.</p> <p>The final GBR will be a primary (not the sole) basis for the evaluation of disputes related to Type I and Type II Differing Site Conditions encountered during construction, as described in California Public Contract Code section 7104. Other information in the Agreement may be used to help resolve disputes.</p>
Utility Relocation	<p>The TJPA will undertake one or more advance work projects with separate contractors to relocate utilities along Townsend Street and Second Street. The Contractor will be required to provide certain design services to assist with the final location of some of these utilities. The Contractor will be required to investigate, relocate and/or support in place, as needed, any other utilities within the Project work area.</p>
Rights-of-Way	<p>At the time of this RFQ, the TJPA is in the process of securing rights-of-way required to perform anticipated tunneling and underground work based on its current planning and design. The TJPA does not anticipate the Contractor will be required to identify or secure rights-of-way to complete its work.</p>
Field Offices	<p>The Contractor must provide for shared and co-located offices with TJPA team members and stakeholders.</p>

Topic	Anticipated Terms
PRICE	
Compensation	The TJPA will evaluate proposed compensation structures that comply with local, state, and federal law and its obligations as an FTA, state and local grant recipient. The TJPA anticipates certain design and preconstruction services will be paid on a cost-plus-fixed fee basis to be addressed further in the proposal process. Construction services compensation may also be addressed further in the proposal process considering combinations of cost-plus-fixed-fee, target price, lump-sum for specific scopes or work, allowances, contingencies, and incentives.
Retention	The TJPA will hold retention of two and one-half percent (2.5%) for construction work performed. After 50% of the contract price has been paid and work progress is satisfactory, the TJPA may make remaining payments with no retention, at its sole discretion. The Contractor will have the right to substitute securities in lieu of retention.
Price Escalation	The TJPA will develop, and the Contractor may propose modifications to, a competitive, reasonable price escalation provision to address increases over time in labor and materials.
Development of Construction Prices	The TJPA will employ Independent Cost Estimating firm(s) to develop estimates of construction prices. These estimates will be compared to the Contractor's estimates in an open book setting and reconciled.
Insurance	<p>The TJPA is evaluating use of either a Contractor Controlled Insurance Program (CCIP) or an Owner Controlled Insurance Program (OCIP) for the major project participants and may utilize a combination of both CCIP and OCIP in a primary/excess arrangement to provide adequate coverage for the work. Any CCIP or OCIP must include at least general liability coverage, workers' compensation and employer's liability coverage, pollution liability coverage, professional liability coverage, and builder's risk coverage. The TJPA may require additional coverages based on the Project risks.</p> <p>Smaller vendors and subcontractors will need to provide per occurrence and aggregate limits of coverage in line with expected industry amounts. The successful proposer shall assist the TJPA in developing appropriate coverage amounts for non-enrolled subcontractors and vendors.</p>
Bonds	Proposal Bond. Proposers will be required to demonstrate the capability to secure a proposal bond for \$5,000,000. The proposal bond expires upon contract execution.

Topic	Anticipated Terms
	<p>Performance Bond. A performance bond in an amount of equal to the contract value will be required. Progressive and partial sum bonding options will be considered.</p> <p>Payment Bond. A payment bond in an amount equal to the contract value is required. Progressive and partial sum bonding options will be considered.</p> <p>Contract value. Since the actual contract value is not yet known, an assumed amount of \$1,900,000,000 is to be used for the purposes of completing Form G – Surety Letter.</p>
Performance Incentives	The TJPA will develop requirements for Performance Incentives.
REGULATORY AND LEGAL TERMS	
Compliance with Laws	The Contractor must comply with existing laws, regulations, and permits, shall be responsible for securing changes to any existing regulatory approvals, and shall be responsible for securing any necessary regulatory approvals. Terms will include, without limitation, requirements in the California Public Contract Code, Government Code, Labor Code, and federal requirements generally overviewed in FTA Circular 4220.1F and the FTA Master Agreement current at contract award.
Compliance with Regulatory Oversight Agencies	<p>The Contractor with cooperate, coordinate, and facilitate the regulatory oversight and review activities of local, state, and federal agencies with jurisdiction.</p> <p>The TJPA is negotiating cooperation agreements with Caltrain and other agencies to coordinate with design and construction reviews. The TJPA has entered a cooperation agreement with the City and County of San Francisco addressing the TJPA's rights to occupy city right-of-way, modify existing City improvements, and receive City support through design and construction.</p>
Licenses	The Contractor must secure and maintain any local, state, federal, or professional licenses required to perform any aspect of the design or construction work for itself and subcontractors and subconsultants of all tiers.
Partnering	The TJPA is committed to cultivating a culture of collaboration and trust and developing a team environment that values transparent communication and accountability. Given the scope and complexity of The Portal, serving as an extension of existing Caltrain rail service and future California High Speed Rail, the TJPA will use an integrated program team approach to deliver the project. The Contractor will be

Topic	Anticipated Terms
Claims and Disputes	<p>a member of the Integrated Program Delivery Team. The foundation of this approach will be a commitment to shared goals through partnership.</p> <p>The Contractor will be invited to participate in structured and scalable collaborative partnering that begins with Team Members of this contract and will expand in the future to include other contractors that will perform other portions of The Portal. To be clear, a positive and collaborative working environment among all contractors, designers, construction managers, and agencies is the goal of The Portal.</p> <p>The TJPA intends to use the San Francisco Partnering Field Guide as a tool to launch and implement collaborative partnering. The cost of partnering will be shared between the TJPA and the Contractor.</p>
Indemnity	<p>Given the complex nature of the work and the need for a collaborative approach to resolving issues that arise during design and construction, the TJPA and the Contractor will focus efforts on early claim identification and resolution through traditional project- and executive-level channels.</p> <p>The TJPA anticipates using a claims procedure generally based the 2022 Caltrans Standard Specifications.</p>
Buy America Requirements	<p>Indemnity clauses will comply with applicable California law and FTA guidelines.</p>
Attorneys' Fees	<p>The TJPA will comply with federal law and all federal requirements under its grant funding agreements with respect to Buy America requirements.</p>
Attorneys' Fees	<p>The Agreement will not include a right to recover attorneys' fees arising out of a claim or dispute. Attorneys' fees may be recoverable in narrow instances related to indemnity provisions.</p>

EXHIBIT D

REFERENCE DOCUMENTS

Item	Document	File Name	Date
1	Final Basis of Design	01 Final Basis of Design.pdf	February 2023
2	Design Criteria Manual	02 Design Criteria Manual.pdf	December 2022
3	Constraints and Latitudes	03 Constraints and Latitudes.pdf	October 2023
4	Preliminary Engineering Plans	04 Preliminary Engineering Plans.pdf	October 2022
5	Preliminary Engineering Report ^a	05 Preliminary Engineering Report.pdf	October 2022
6	Interface Graphics	06 Interface Graphics.pdf	Jul-Sep 2022
7	Draft Geotechnical Baseline Report for RFQ	07 Draft Geotechnical Baseline Report for RFQ.pdf	October 2023
8	Fourth and Townsend Street Station Profile Study	08 Fourth and Townsend Street Station Profile Study.pdf	May 2023
9	Draft Master Schedule ^b	09 Draft Master Schedule.pdf	July 2023
10	Real Estate Acquisition Management Plan	10 Real Estate Acquisition Management Plan.pdf	August 2023
11	Third Party Agreement Plan	11 Third Party Agreement Plan.pdf	February 2023
12	The Portal Contract Packages	12 The Portal Contract Packages.pdf	October 2023

Notes:
^a Appendices are not included.
^b Updated schedule will be provided with the RFP.

Reference documents are available on the 23-04 Request for Qualifications – Progressive Design-Build Civil and Tunnel Construction Box site at <https://transbaycenter.box.com/s/0zfzfb2mywsnphgzbx82x1tqux5t55>