



City of Emeryville  
CALIFORNIA

## Request for Proposals

**FOR**

**ON-CALL TRAFFIC ENGINEERING CONSULTANT SERVICES**

**DEADLINE FOR SUBMISSION: MAY 17, 2019 BY 5:00 PM**

**STAFF CONTACT INFORMATION:**

Ryan O'Connell, Senior Civil Engineer

City of Emeryville

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510-596-4346

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## 1. INTRODUCTION

The City of Emeryville (“City”) invites proposals from qualified firms to provide “On-Call Traffic Engineering Consultant Services” (“Consultant”), as set forth in this Request for Proposals (“RFP”). Firms submitting proposals must be prepared to immediately enter into a Professional Services Agreement (“Agreement”) for the services described in this RFP and must be available to the City on an as-needed basis for a three-year agreement term.

The ideal Consultant shall be a firm who is knowledgeable in traffic signal timing, capacity analysis, traffic operations, ITS systems, channelization and signing design, traffic studies relating to private development and corridor enhancements, traffic calming techniques, grant funding, traffic operations and street lighting, safety studies and reports, investigating complaints and claims, the WATCH Manual for construction traffic control, and dealing with the public. In addition, the Consultant must have an understanding of Federal/State/Local funding, Local Assistance Program Guidelines (LAPG) and policies, as well as Alameda County Transportation Commission (ACTC) and Metropolitan Transportation Commission (MTC) Transportation Improvement Program requirements.

Consultant must have the ability to collect and analyze field data, develop solutions for traffic engineering and safety issues, oversee traffic signal design and operations, develop traffic and parking control signage and marking plans, develop alternative traffic calming programs, and review development plans, including environmental impact reports and impact studies.

The City requires on-call services performed at the Consultant's off-site office location, but may at times require services performed on-site at City Hall or in the field.

The successful Consultant will have a minimum of eight years of experience in preparing traffic studies, signing, pavement marking, and signal plans, and have a Project Manager who is a registered civil or traffic engineer in the State of California.

The selected consultant(s) shall also provide on-call traffic engineering services for the City for three (3) years, plus two (2) possible one-year options up to a maximum total contract duration of five (5) years.

## 2. BACKGROUND

The City is located in northwest Alameda County and encompasses 1.2 square miles in a corridor between the cities of Berkeley and Oakland, extending to the shore of San Francisco Bay. Its proximity to San Francisco, the Bay Bridge, the University of California, Berkeley, and Silicon Valley has been a catalyst for recent economic growth. The city has a permanent population of 11,994, but swells up 200-250% on weekdays and select weekends due to the city's position as a regional employment center and retail destination. There are approximately 23 centerline street miles and 27 traffic signals in the City's publicly maintained roadway system.

The City of Emeryville's Public Works Department is responsible for preparing and reviewing plans, specifications, and estimates for Capital Improvement Program (CIP) traffic and transportation projects in the City of Emeryville. Traffic signal timing is also administered through this division. We are continually striving to upgrade our existing traffic signal system, which includes traffic signals, video vehicle detection, copper/wireless/fiber-optic signal system communications, Closed Circuit Television (CCTV), and other Intelligent Transportation System (ITS) elements. Additional performance-based infrastructure is anticipated with future projects.

### **3. PROPOSAL**

#### **3.1 Project Manager**

The Consultant shall identify and provide a Project Manager [single individual/point of contact] to coordinate with the City. The Consultant's Project Manager shall be reasonably accessible at all times during normal working hours. If at any time the level of performance falls below expectations, the City may request that a Consultant's employee be changed and request another person be assigned, subject to approval by the City. The Consultant's Project Manager shall be responsible for all matters related to the Consultant's invoicing, personnel and operations, including but not limited to:

- Assigning lead and supporting personnel to projects on an as-needed basis.
- Administering personnel actions, etc.
- Submitting resumes containing the qualifications and experience of Consultant's personnel, etc.
- Fielding questions regarding invoicing and time/progress tracking
- Ensuring personnel maintains current their required registrations, certifications and any applicable Continued Education requirements.

#### **3.2 Scope of Services**

The scope of services will vary by project type and/or current needs of the City. The scope of work may consist of, but is not limited to, the following:

- a) Design Plans – develop or assist with development of final design plans associated with roadways and traffic signals. These plans include, but are not limited to; transportation engineering plans, traffic signal plans, Intelligent Transportation Systems plans, and traffic signal interconnect plans.
- b) Transportation Analysis – specialized traffic studies to assess proposed projects within a short time frame. Typical studies would include travel demand or traffic forecasting of proposed roadways, street widening or intersection improvement projects. Studies will analyze diversion of traffic due to substantial long-term construction projects. Analysis will incorporate pedestrian and bicycles. Additional studies could be needed to provide technical support for grant and funding applications.

- c) Traffic Signal Corridor Coordination Studies – conduct studies that analyze the performance of traffic signal timing on street corridors. These studies shall include before and after analysis to quantify the level of improvement to be expected as a result of the project.
- d) Simulation/Modeling – provide computer simulation of corridors or road networks as needed utilizing microsimulation software. Training may also be included with these projects.
- e) Traffic Counts – perform data collection as needed within short time frames including ADT's, 12-hour counts, intersection turning movement counts, occupancy rates, speed/delay runs, pedestrian and bike counts, parking turnover, etc.
- f) Intelligent Transportation Systems - develop or assist with development of systems engineering and conformance with national/state ITS architecture standards.
- g) Statewide/Regional Planning and Grant Writing Efforts – specialized studies and analysis in support of various statewide/regional initiatives, involving CIP construction projects, traffic signal improvements, timing, and coordination. Assistance in writing and compiling grant applications for Statewide/Regional grant programs. Provide expertise in complying with program guidelines and timelines.
- h) Research and Outreach – assist staff in producing reports and making presentations on transportation related topics.
- i) Utility Coordination/Research – research underground utilities in project area. Assistance in creating boiler Utility Notification letter with all regional utilities/stakeholders that operate or have facilities in City of Emeryville.
- j) Training – provide and facilitate training of staff in specific transportation planning areas as requested by the City.
- k) Special Services – provide requested additional special services:
  - a. Consultant may be requested to provide special services not specifically outlined herein this Request for Proposal. Such task orders may include on-site support as an extension of City staff, preparation of signing and striping plans, traffic control plans, pedestrian/bikeway master plan, project management, public outreach assistance, environmental studies, or a variety of traffic planning studies. Special services shall be instituted by the City on a case by case basis. A separate Request for Proposal will be for any needed special services. Details of scope of each special service, schedule of work and expected deliverables shall be discussed with the City prior to beginning any special assignment.

The proposal should try to highlight the Consultant's experience in each of the preceding topics, show an example task, simple workplan from inception to deliverables, and example cost for completing the task.

### 3.3 Example Task

The following is a typical scope of services for a design project, which may or may not be modified based on the needs of the project according to the needs of the City of Emeryville. The services will consist of the following tasks:

- TASK 1: The Consultant shall prepare complete design plan sets suitable for bidding purposes. Plan set preparation shall consist of the following items:
  - a) The Consultant shall conduct a complete and thorough field review to determine the location of existing utilities and placement of new facilities. This field review shall be completed as often as necessary throughout the duration of plan preparation to ensure that no conflicts arise during construction. The field review will include procuring digital images of the project intersection or site to accompany the first submittal. Valid traffic/geometric data or study findings shall support additions or modifications recommended in the design plans. The Consultant shall meet with City staff to discuss any special requirements involved in the project's design prior to commencing development of the plans. The Consultant shall include in preparation of each design such items as existing overhead circuit elevations, conduit fill capacity and electrical load requirements. When requested, the Consultant shall provide City staff with the design support information and/or calculations for consideration during the City's review of the plans.
  - b) The Consultant shall research City records and collect the existing plans and data necessary to complete the plans. The Consultant shall incorporate all field and existing condition data obtained through researching City record files for the preparation of a completed design plan set for review by the various City departments and other external Utility Companies. Consultant shall provide electronic files of design plans (pdf format) and any necessary hardcopy plan sets for distribution when requested. Consultant shall be responsible for researching record drawings for utility information. Consultant shall be responsible for the identification and distribution of plans to Utility Companies external to the City for review. Responses shall be collected by the Consultant and retained in the design file and delivered to the City at time of plan approval. All comments received from the City departments and Utility Companies during the plan review process shall be discussed with City's Project Manager and incorporated into the plan set by the Consultant.

- c) Consultant shall be responsible for preparing any permit applications for outside agencies (Caltrans, County, railroad, etc.) that may be necessary during the course of the project. Administration of the permit through the permitting agencies process may also be required on the City's request. It is to be presumed that the work identified in the design plans shall be constructed within existing public right-of-way of the project area. If during the design process insufficient available right-of-way is identified, at the City's request, the Consultant shall prepare right-of-way/easement documents (i.e. plats, legal descriptions, etc.) for processing by the City. This shall include any services (survey, etc.) necessary to complete the task.
  - d) Design drawings shall be completed in standard engineering scale using AutoCAD unless otherwise specified at the start of the project. The design shall be georeferenced using City-provided base files. The Consultant shall prepare the designs on ARCH D or 11x17 format. The Consultant will be required to submit electronic files of design plans, and when requested full-sized/half-sized hardcopies plan sets for review. Final drawings shall be wet signed and stamped on 24" x 36" 4-mil mylar originals. Stick-on decals shall NOT be permitted on the original mylars. The City shall review the plans and construction documents at the following stages: preliminary engineering, sixty percent (60%); ninety percent (90%) and final engineering (100%), or as specified by specific task order, or as deemed necessary by the City.
  - e) The Consultant shall be required to submit electronic files to the City copies of all final drawings and construction documents in both PDF and AutoCAD format. Upon completion of the project, all originals and copies of Consultants design file contents, which includes utility letters, plan review comments, and all other correspondence will become the property of the City of Emeryville and delivered to the City Project Manager.
- TASK 2: Preparation of "Engineer's Estimate":
    - a) Consultant shall prepare and deliver a detailed cost estimate for each project with the first submittal of the design plan set. Updates to the estimate shall be submitted with each subsequent plan submittal.
    - b) The cost estimate shall identify each item of work, the estimated quantity of work, the unit cost and the extended total for each item. The Consultant shall keep current the unit prices identified on the cost estimating form with updates of current prices once per year starting at the beginning of agreement time period.

- TASK 3: The Consultant shall assist in preparation of project specifications and special provisions. Preparation of specifications/special provisions shall include the following items:
  - a) Consultant shall be responsible for providing the update of Specifications and Special Provisions for signal design projects on an as-needed basis. The Consultant shall meet with City staff to discuss any updates required prior to commencing development of document changes. The Consultant shall accumulate all necessary technical data and prepare up to date specification and special provision sections for review by City staff. The documents will be delivered with the first submittal of the plan set. Updates to the specification and special provision will be submitted with subsequent plan submittals, if required. Comments received from the City's review and any subsequent reviews will be returned to the Consultant for correction.
  - b) Preparation of the documents will vary depending on the funding source. The Consultant shall demonstrate a thorough knowledge of the differences in specification requirements for Federal, State or local funding sources and must keep current with any changes to these requirements.
- Deliverable Summary
  - a) Any necessary utility/outside agency coordination letters, agreements, or permit applications as required by City.
  - b) Plan set preparation as required by City. Submittals are to be made in three phases, 60%, 90% and 100% complete, and shall be assigned an EPW Number.
  - c) Engineer's Estimates. At 60%, 90% and 100% plan submittal.
  - d) Specification/Special Provision documents where required by City.
  - e) Design review meetings as required by City. Design plans shall be completed in a responsive and timely manner. For each project, work will be expected to begin within one week, at the latest, of written or verbal notification by the City Engineer or appointed representative. Work shall be completed within the time frame identified on the project "Notice to Proceed".

### **3.4 General Proposal Information**

- All work shall be conducted on an "as-required" basis when requested verbally or in writing by the City Engineer or designated representative. Work completed by the Consultant that has not been specifically identified, will not be compensated. Work shall be completed in a timely and expeditious manner.
- This Request for Proposal does not commit the City to pay any costs incurred in the preparation of a response. The City reserves the right to reject any or all submitted proposals.
- The City reserves the right to withdraw this Request for Proposal at any time for any reason. All firms submitting a proposal will be duly notified of any change in the status of this Request for Proposal.
- The agreement resulting from this Request for Proposal will be in effect for a period of three (3) years beginning with date the agreement is signed, plus two (2) possible one-year options up to a maximum of five (5) years total contract duration.
- Increases in compensation rate shall only be renegotiated once a year at the time of the agreement renewal. Request for increases may be submitted in writing up to three (3) months prior to the renewal date. Any proposed increase shall not exceed the prevailing Consumer Price Index (CPI) using the renewal effective date as a base.
- Consultant is expected to have a close working relationship with City staff and remain very accessible throughout the contract duration. The Consultant shall act as an extension of City staff.
- A member of the consulting firm will be required to attend meetings with other jurisdictions, City departments, or public outreach events if an individual project required extra coordination.
- The "Special Services" section identified in the "Scope of Services" shall not be a part of the Consultant selection process. Consultant will not be required to perform special tasks that are not currently part of the firm's operational disciplines or to demonstrate the capability to perform such special tasks.
- The successful proposers/Consultants shall file insurance coverage and provide indemnification provisions and hold harmless clauses in favor of the City as described in the Professional Services Contract and Exhibit "B".

### **3.5 Compensation**

The selected consulting firms will be compensated on a time and materials basis. The fees submitted in the proposal shall be identified as the compensation rate for each personnel classification. The Consultant shall submit the project invoice identifying, the staff members, number of hours, rate and total amount. The invoice must include a breakdown of any direct material expenses charged to the project. A brief work progress summary is also required. Billings may be made at monthly intervals based on project completion percentage with 100% of the proposed not-to-exceed fee due at final design acceptance.



## 4. SCHEDULE AND SUBMITTAL REQUIREMENTS

### 4.1 Schedule

- RFP Issued: April 19, 2019
- Deadline for RFP Questions: May 10, 2019
- Responses Due: May 17, 2019
- Evaluation Panel Selection/Interviews (If Needed): Week of May 20, 2019

The City reserves the right to adjust the above schedule as necessary.

### 4.2 Submittal Contents and Format

The proposal shall be as concise as possible and should not include any elaborate or unnecessary promotional items. It shall include the following items:

- a) A description of the Consultant's proposed methodology to be employed for each task (Special Services excluded).
- b) A statement of ability to perform the scope of work.
- c) A list of previous similar projects completed recently with references.
- d) A list of individuals performing the work with individual resumes.
- e) Name of firm's representative who will be assigned to direct projects under this agreement.
- f) A description of the firms Quality Assurance Program to be implemented on Emeryville Projects.
- g) Work shall be compensated on a time and materials basis for engineering services. The Consultant shall submit the billing rates for all personnel categories that may work under this agreement. These rates shall be in effect for a one (1) year period and renegotiated in accordance with the aforementioned requirements of this Request for Proposal.
- h) The Consultant's proposal shall be signed by an official authorized to bind the firm and shall contain a statement to the effect that the fee proposed is valid for at least ninety (90) calendar days.
- i) The length of the proposal shall not exceed twenty-five (25) pages.
- j) The selected consultant is required to obtain an Emeryville Business License (and pay all associated fees) and submit Insurance Certificates and Policies within five business days of selection.

## 5. EVALUATION OF SUBMITTALS

### 5.1 Selection Process Generally

An evaluation panel consisting of City staff will be responsible for reviewing, analyzing, and evaluating the proposal received. If needed, interviews may be included in the evaluation process. The panel may also conduct contract negotiations with the highest-rated proposer(s). The evaluation panel will either select the successful proposer or make recommendations to the City Council regarding selection.

## **5.2 Evaluation Criteria and Scoring**

Proposals will be evaluated by the panel, considering the factors which are listed below, and which are listed in no particular order of significance:

- Ability of Consultant to perform the specific tasks outlined in the RFP
- Qualifications of the specific individuals who will work on the projects (including technicians)
- Reasonableness of the compensation required on a per unit basis
- Demonstrated record of success by the Consultant on work performed for the City of Emeryville or for other municipalities or enterprises
- The specific methods or techniques to be employed by the Consultant on the projects

## **6. GENERAL TERMS AND CONDITIONS**

### **6.1 Errors and Omissions**

Consultants are responsible for reviewing all portions of this Request. Consultants are to promptly notify the City, in writing, if the firm discovers any ambiguity, discrepancy, omission or other error in this request. Any such notification should be directed to the City staff contact person listed on the cover page promptly after discovery, but in no event, later than five (5) working days prior to the date for receipt of submittals.

### **6.2 Additional Questions**

Any questions regarding this request must be submitted in writing to the City staff contact person listed on the cover page at least **FIVE (5) WORKING DAYS** prior to the submittal deadline. The City may share the question(s) and its response(s) with all known consultants who are considering a response to this request.

### **6.3 Addendum**

The City may revise this request prior to the submittal deadline. The City will communicate modifications to this request by issuing an addendum. The City may extend the submittal deadline in its sole discretion.

### **6.4 Additional Information**

In the City's sole discretion, it may contact any, all or no consultant to seek additional information about a submittal. Such additional information may include requesting that the consultant meet with the selection committee, financial information, clarification on the submittal, etc.

### **6.5 No Contract**

This request and the selection process shall in no way be deemed to create a binding contract, agreement or offer of any kind between the City and submitting consultant. If the City selects a consultant(s) pursuant to this request, any legal rights and obligations between the successful firms, if any, and the City will come into existence only when a

written contract is fully executed by the parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the contract and any other documents specifically referred to in that contract.

### **6.6 No Costs to City**

Each consultant submitting a response to this request agrees that it shall bear all costs and expenses associated with the preparation of the submittal, and the City shall not be responsible for any costs or expenses incurred by the consultant, under any circumstances.

### **6.7 Public Records**

All submittals become the property of the City, regardless of whether the City enters into a contract with the consultant, and no submittals will be returned to a consultant. In accordance with California law relating to access to public records, the City may be required to publicly disclose all submitted information and materials to third parties requesting such information. At the City's sole discretion, it may delay disclosure of submittals until negotiations with the selected consultant(s) has concluded, if such disclosure would compromise the City's negotiating position. If the submitting consultant claims that any submitted information constitutes a trade secret or is proprietary, the bidder shall identify the trade secret or proprietary information in the submittal. Pricing is not considered a trade secret or proprietary information.

### **6.8 Award**

This request does not commit the City to award a contract. The City reserves the right to accept or reject any or all submittals, to negotiate a different proposal, to split the award, to waive irregularities, and technicalities, to alter the selection process in any way, to postpone the selection process for its own convenience at any time for any reason, to waive any defects or irregularities in any submittal, to issue a new Request at any time, or to hire any consultant it deems appropriate in its sole and absolute discretion within or outside of the evaluation process.

### **6.9 Protest**

Should any proposer question or protest the determination made by the awarding entity (City Manager or City Council), such question or protest must be furnished in writing to the City Clerk within three (3) calendar days after the City notifies all proposers of its intent to select a consultant(s). Such question or protest must fully explain its basis, supported by all relevant evidence, and citations to laws and regulations. The writing must be signed by an authorized representative stating specific reason(s) for the objection or protest. Questions or protests that do not comply with this section will be rejected without further action.

### **6.10 Federal, State and Local Laws**

Any consultant executing a contract with the City will be required to comply with all applicable federal, state and local laws, including without limitation state Prevailing Wage Law (Cal. Labor Code, § 1720, et seq.) and the City of Emeryville's Minimum

Wage, Paid Sick Leave, and Other Employment Standards (Emeryville Municipal Code Chapter 37) and Living Wage Ordinance (Emeryville Municipal Code Chapter 31), as applicable.

### **6.11 City Contract**

A sample of the standard City professional services contract is attached as Attachment A for reference. By submitting a response to this request, the consultant represents that it is willing and able to execute the City's standard professional services contract, including but not limited to, the applicable insurance requirements.

## **7. ATTACHMENTS:**

- a) Professional Services Contract
  - Exhibit B – Contract Insurance Requirements



# City of Emeryville

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## Questions and Answers

### RFP – ON-CALL TRAFFIC ENGINEERING CONSULTANT SERVICES

May 1, 2019

1. Please clarify the preferred method of submission for the proposal. The RFP does not specify if this is a hard copy or email submission.
  - a. **Sorry for the lack of direction here. We would like three (3) hard copies delivered to:**
    - i. **ATTN: Ryan O’Connell (PW), 1333 Park Avenue, Emeryville, CA 94608**
  - b. **We would also like a PDF sent to [roconnell@emeryville.org](mailto:roconnell@emeryville.org) . If file is too big for email (over 20MB) please upload somewhere and provide link, or submit on USB drive along with hard copies.**
2. If this is a hard copy submission, please clarify how many copies are needed.
  - a. **Three (3) copies will be needed.**
3. In reference to RFP Page 9, 4.2: Submittal Contents and Format, item H, does the proposal need to be wet-signed by authorized official?
  - a. **Digital Signature is fine.**
4. Does the 25-page limit refer to 25 single sides or 25 pages, front-and-back?
  - a. **25 pages front-and-back.**
5. Please confirm that the front cover, back cover, Cover Letter and the Table of Contents are excluded from the 25-page limit.
  - a. **This will not be included in the page count.**
6. Please confirm that any tabs or dividers, if used, are excluded from the 25-page limit.
  - a. **This will not be included in the page count.**
7. Please advise if proposers can submit detailed resumes for personnel as an appendix and will not count towards the 25-page limit.
  - a. **This can be included in the appendix which will not be included in the page count.**
8. RFP page 4 of 12 instructs the offers to include “an example task, simple workplan from inception to deliverables, and example cost for completing the task.” Please clarify if proposers can submit this as an appendix and will not count towards the 25-page limit.

- a. This can be included in the appendix which will not be included in the page count.**
- 9. Do you require a sample workplan including tasks, deliverables, and cost for each of the 10 project types (not including special services)? Or do you simply want our basic approach to each project type, and only one sample workplan with cost for a single project type?
  - a. The intent is to see how each Consultant would perform each type of task (excluding special services). Take a past project or make up a simple one. Show typical hours needed, staff members used, possibilities of using subs, etc. We're looking for a quick project name, description of the task, and deliverables you've done (or can do) for the topic at hand. You don't need to expand on the work plan too much at all. Somewhere near a half page which includes a summary, an estimate, and a list of deliverables is all that we're looking for.**
- 10. Can the City confirm the current Living Wage in the City of Emeryville is \$15.73?
  - a. This is correct as of July 1, 2018 to June 30, 2019. There will be an increase that will begin July 1, 2019 that has not been calculated yet.**
- 11. The RFP asks for "a list of similar projects completed recently with references." Must the projects be 100% complete or can they be ongoing?
  - a. The tasks can be ongoing.**



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## Questions and Answers #2

### RFP – ON-CALL TRAFFIC ENGINEERING CONSULTANT SERVICES

May 13, 2019

1. Is the City seeking to select multiple firms for on-call services?
  - a. **At this time, the City intends to enter into a Professional Services Contract with one firm from this RFP. The proposals submitted will be kept on file for one (1) year. If the need arises, the City may elect to add an additional contract with another firm from this RFP list.**
2. Will firms be selected who can provide some but not all of the listed services?
  - a. **Yes, this is possible. The scope of services listed in section 3.2 of the RFP are listed to get an idea of the overall capabilities of each firm.**
3. Which microsimulation software packages are typically used by the City?
  - a. **Microsimulation done for or by the City has typically been done using Synchro and/or VISSIM. We're open to other software packages being used when warranted.**
4. Per Page 4 of the RFP, last paragraph: "The proposal should try to highlight the Consultant's experience for each of the preceding topics, show an example task, simple work plan for inception to deliverables, and an example cost for completing the task."
  - a. How much detail is the City expecting to see for the workplan for each task? Is it something similar to the typical design scope provided in Section 3.3 (pages 5-7)?
    - i. **See Q&A from May 1<sup>st</sup>, question #9. Not as much detail is needed as in Section 3.3.**
  - b. Would it be acceptable to describe a general methodology and special considerations for approaching each listed and include example scopes as an Appendix? Or does the City want a unique workplan for each topic?
    - i. **See Q&A from May 1<sup>st</sup>, question #9. This can be included in the appendix to not count towards page count.**
5. Given that the initial term of the contract is for 3 years (per 4th bullet), are the compensation rates fixed for the first 3 years of the contract, or can they be increased yearly within that initial 3-year period (subject to contract terms and City approval)?
  - a. **To clarify, the compensation rates will be able to be re-adjusted every year of the contract (first adjustment being negotiated 3 months prior to start of 2<sup>nd</sup> year of contract). Any proposed increase shall not exceed the prevailing Consumer Price Index (CPI).**