REQUEST FOR PROPOSAL

TO PROVIDE

AS-NEEDED TRAFFIC CONSULTING SERVICES

RFP No. 18-38

CITY OF BEVERLY HILLS
Community Development Department
455 North Rexford Drive
Beverly Hills, CA 90210

April 18, 2018

Submittal Deadline: **2:00 p.m., May 18, 2018**

Contact:
Christian Vasquez, Transportation Planning Analyst
Email: transportation@beverlyhills.org

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1.0 INTRODUCTION

The City of Beverly Hills (City) invites qualified consultants to respond to a Request for Proposal (RFP) for as-needed traffic consulting services, such as conducting studies and analyses of traffic engineering, operations, planning, parking and design services for ongoing projects throughout the City.

2.0 SCOPE OF WORK

On an as-needed basis, the consultant shall perform the following services, which include, without limitation:

A. Traffic Engineering

- traffic studies
- traffic circulation plans
- analysis of access and circulation for land uses
- intersection and street improvement plans

B. Traffic Operations

- intersection capacity analyses
- intersection signal timing
- signal system analyses
- traffic safety
- pedestrian safety
- bicycle safety

C. Transportation Planning

- citywide circulation planning
- citywide corridor transportation planning
- citywide transit planning
- travel demand forecasting

D. Parking Studies

- parking demand
- parking plans
- parking facility layout
- parking facility access and circulation

E. Traffic Design Services

- traffic signal design
- signing/striping plans
- traffic control plans
- plan check reviews

The consultant may be asked to perform other studies related to complete streets, first/last mile, and emerging transportation matters (e.g., autonomous vehicles, transportation network company loading zones). The consultant may also be asked to assist City staff to develop thresholds for traffic impacts and may be asked to assist in policy development (e.g., SB 743).

The consultant may be requested to be on-site for certain projects. The consultant will be asked to attend public meetings and will be expected to respond directly to issues raised by City Council, commissions, or the public.

3.0 QUALIFICATIONS

Required:

- State licensed certification as a registered Traffic Engineer in the State of California
- Experience in developing and evaluating parking operations
- Ability to simplify and impart an understanding of technical concepts to commissions, the City Council, and the public at public meetings.

Desirable:

- Understanding of community-based traffic and parking issues
- A commanding knowledge of the needs and dynamics of city councils and commissions
- Knowledge of computer-aided modeling for traffic travel demand, volume projections, intersection capacity analysis, traffic simulation, and any late developments in the analysis of circulation impacts
- Knowledge of maximizing public and private parking resources
- Knowledge of emerging developments in field of traffic control
- Knowledge of emerging developments in residential traffic calming and familiarity with neighborhood traffic management techniques
- Knowledge of complete streets concepts and emerging transportation technologies
- Familiarity with major development initiatives and plans in surrounding areas such as in Los Angeles and West Hollywood
- Hands on experience working with CEQA documents
- Hands on experience with general plans and municipal planning and zoning
- In-house resources to deal with a wide range of technical, legal, and policy issues
- Understanding of SCAG's transportation policies and its implications for the Westside area, as well general familiarity with SCAG processes and policy initiatives
- Strong interpersonal relations and communication skills

4.0 SUBMISSION AND EVALUATION

Firms wishing to be considered for this project shall submit the following:

1. Format
    - A cover letter, three (3) copies of the submittal packet formatted to standard letter-sized paper, and one electronic PDF copy (saved on a flash drive)

2. Work Proposal
    - A description of qualifications of the firm and key personnel to be assigned to this work
    - An outline of specific services to be performed

3. Experience on Similar Work
    - A description of previous experience, including projects of a similar nature

4. Statements of Qualifications
    - Provide five (5) statements of qualifications
    - Description of work performed within 3-mile radius of the City of Beverly Hills

5. Fee Schedule
    - Provide a schedule of hourly rates for professional services and a schedule of rates for materials and non-hourly services (if any)
    - Include an electronic copy of the fee schedule (in Excel format) in the flash drive along with the electronic PDF copy of the complete proposal.

6. Insurance
    - Affirmative statement of compliance with indemnity and insurance. Requirements are specified in Attachment A.

5.0 EVALUATION PROCESS AND CRITERIA

The City's review process will emphasize the following criteria:

A. Experience in the type of work required;

B. Quality of work previously performed; and

C. Proven track record for completing similar projects on time and within budget.

The proposal that, in the judgment of the reviewing staff, is the highest ranked with reasonable fee will be recommended to the City Council for award. Work will commence as soon as the agreement is approved.

Tentative Proposal Evaluation Schedule

The City has established the following target dates for evaluation and scheduling purposes. The following dates are tentative, non-binding, and are subject to change without prior notice.

RFP Release ..... April 18, 2018
Deadline for Proposers to Submit Questions……..April 27, 2018
Anticipated Deadline for City to Respond to Questions…..... May 4, 2018
Proposals Due and Received by:..... May 18, 2018
Recommend City Council to Award..... June/July 2018

Submit Proposals to:
City of Beverly Hills
Office of the City Clerk, Room 290
455 N. Rexford Drive
Beverly Hills, CA 90210

Submit Questions To:
Christian Vasquez, Transportation Planning Analyst
transportation@beverlyhills.org

LATE OR INCOMPLETE SUBMITTALS WILL NOT BE ACCEPTED.

6.0 GENERAL TERMS AND CONDITIONS

The City of Beverly Hills shall not, in any event, be liable for any pre-contractual expenses incurred by the proposer. Pre-contractual expenses are defined as expenses incurred by the proposer in:

1. Preparing the response to this Request for Proposal.
2. Submitting the proposal to the City.
3. Negotiating with the City in any matter related to this proposal.
4. Any other expenses incurred by proposer prior to the date of the executed agreement.

The City of Beverly Hills reserves the right to reject any and all proposals. Further, the City makes no representations that any agreement will be awarded to any proposer responding to this RFP.

The City reserves the right to cancel the services at any phase or at any point in any phase and pay the Consultant only for costs of services satisfactorily performed and incurred to that date. All data, documents and other products used or developed during the course of facilitating as-needed traffic consulting services will remain the property of the City.

6.1 Contract between Consultant and City
The City will prepare an agreement for implementation between the Consultant and the City. See **Attachment A** for a sample of the City's professional services contract. Please indicate in your proposal any exceptions taken to the requirements of the agreement.

6.2 Late Proposals It is the Consultant's sole responsibility to ensure that proposals are received at the City Clerk's office prior to the scheduled closing time specified in this RFP. Proposals will not be accepted after the deadline.

6.3 Withdrawal of Proposals
Proposals may be withdrawn if written notification of withdrawal of the proposal is signed by an authorized representative of the proposer and received at the City office prior to the closing time for receipt of proposals. Proposals cannot be changed or withdrawn after the time designated for receipt.

6.4 Rejection of Proposals
The City reserves the right to reject any and all proposals received in response to this RFP and to waive any informality in any proposal if it is determined to be in the best interest of the City to do so.

6.5 Proposal Validity Period
Submission of a proposal will signify the proposer's agreement that the proposal, and contents thereof, are valid for ninety (90) days following the submission of the proposal and shall become part of the agreement that is negotiated with the Consultant.

6.6 Documents to be Construed Together
The RFP, proposal and all documents incorporated by reference in a contract entered into between the Consultant and the City, and all modifications of said documents, shall be construed together as one document.

6.7 Extra Work or Materials
The City shall have the right to make alterations, eliminations and additions in the scope of work. Exercise of such right shall in no way void the agreement. The value of such extra work shall be agreed upon by the City and the Consultant in writing in accordance with the agreement.

6.8 News Releases
News releases pertaining to the award of any agreement resulting from this RFP shall not be made without prior written approval of the City. The City's name shall not appear on customer lists, advertising or other materials used to promote the Consultant's services without prior written approval of the City.

6.9 Closing

The City reserves the right to accept or reject any and all proposals, waive any defects or irregularity, modify the proposal terms or the selection process or negotiate a contract, along with a revised Scope of Work, schedule and fees with the Consultant. The City reserves the right to eliminate or add tasks identified in the Scope of Work with a corresponding reduction or increase in the fee. Staff shall present its recommendation to the City Council and is subject to its approval.

ATTACHMENT A

PROFESSIONAL SERVICES CONTRACT TEMPLATE

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND [Consultant'S NAME] FOR [BRIEFLY DESCRIBE PURPOSE OF THIS CONTRACT]

NAME OF Consultant:	insert name of consultant
RESPONSIBLE PRINCIPAL OF Consultant:	insert name, title of responsible principal
Consultant'S ADDRESS:	insert street address insert city, state, zip code Attention: insert dept. head name, title
City'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: [Dept. Head's Name, Title]
COMMENCEMENT DATE:	insert commencement date
TERMINATION DATE:	insert termination date
CONSIDERATION:	Not to exceed $ insert amount based on the rates set forth in Exhibit B

AGREEMENT BETWEEN THE City OF BEVERLY HILLS AND [Consultant NAME] FOR [BRIEFLY DESCRIBE PURPOSE OF CONTRACT]

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and [Consultant Name], (hereinafter called "Consultant").

RECITALS

A. City desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. Consultant represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. Consultant's Scope of Work. Consultant shall perform the Scope of Work described in Exhibit A in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by Consultant must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. Consultant shall commence its services under this Agreement upon the Commencement Date or upon a written receipt of a notice to proceed from City. Consultant shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

☐ The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation. (Check the Applicable Box)

(a) Compensation [check applicable provision]

If compensation is based on an hourly rate

☐ City agrees to compensate Consultant for the services and/or goods provides under this Agreement, and Consultant agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B.

If compensation is based on a flat fee

☐ City agrees to compensate Consultant for the services and/or goods provides under this Agreement, and Consultant agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B.

(b) Expenses [check applicable provision]

If no reimbursable expenses

☐ The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

If City reimburses for certain expenses in addition to compensation

☐ Consultant shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by Consultant which are not expressly authorized by this Agreement will not be reimbursed by City.

(c) Additional Services. City may from time to time require Consultant to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by City in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. City shall pay Consultant said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by Consultant without the prior written approval of City. Any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) Consultant's Responsible Principal set forth above shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between City and Consultant. Designation of another Responsible Principal by Consultant shall not be made without prior written consent of City.

(b) City's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of City.

Section 8. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform Consultant's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of Consultant. Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Consultant.

Section 11. Insurance.

(a) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars ($2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Consultant.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence combined single limit, covering any vehicle utilized by Consultant in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance

A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars ($1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by City. Further, Consultant agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) Consultant shall require each of its sub-consultants to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.

(d) Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(e) At all times during the term of this Agreement, Consultant shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the City as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by Consultant shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

(h) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONSULTANT and its insurance carriers.

Section 12. Indemnification.

(a) Consultant agrees to indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City, from any claim, liability or financial

loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any person employed by Consultant in the performance of this Agreement.

(b) All duties of Consultant under this Section shall survive termination of the Agreement.

Section 13. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Consultant, Consultant shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

Section 14. City's Responsibility. City shall provide Consultant with all pertinent data, documents, and other requested information as is available for the proper performance of Consultant's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Consultant and compensated by City pursuant to this Agreement as City deems appropriate.

Section 16. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copes and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between City and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Consultant.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Consultant.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the _____ day of _____ 20___, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

_____
JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONSULTANT:

_____
Name:
Title:

APPROVED AS TO FORM

_____
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT

_____
MAHDI ALUZRI
City Manager

_____
SUSAN HEALY KEENE
Director of Community Development

_____
SHARON L'HEUREUX DRESSEL
Risk Manager

EXHIBIT A

SCOPE OF WORK

Consultant shall perform the following services:

[Describe the services in detail. Include schedule for deliverables and/or services]:

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

RATES

SCHEDULE OF PAYMENT

Consultant shall submit an itemized invoice on a form approved by City for its services performed in the prior month as required by this Agreement. City shall pay Consultant the undisputed amount of such billing within thirty (30) days of receipt of same.

[Tie payments to deliverables where possible.]

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

ADDRESS

COMPANIES AFFORDING COVERAGE
A.
B.
C.

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	☐AUTOMOBILE LIABILITY ☐GENERAL LIABILITY ☐PRODUCTS/COMPLETED OPERATIONS ☐BLANKET CONTRACTUAL ☐Consultant'S PROTECTIVE ☐PERSONAL INJURY ☐EXCESS LIABILITY ☐WORKERS' COMPENSATION ☐					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Consultant agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of Consultant's officers, employees, agents or others employed by Consultant while engaged by Consultant in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____ BY: _____

Authorized Insurance Representative

TITLE: _____

AGENCY: _____ ADDRESS: _____

_____ _____

RM02.DOC REVISED 10/14/96.