

**REQUEST FOR PROPOSALS**  
**Professional Services for Railroad Quiet Zone Feasibility**  
**Study and Establishment**

-- CITY OF MERCED --

March 19, 2018



**SUBMITTALS DUE: April 20, 2018 by 4:30 PM**

## **REQUEST FOR PROPOSALS - OUTLINE**

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## **I. INTRODUCTION**

The City of Merced requests proposals from qualified consulting firms to accomplish the following tasks: assess and recommend safety upgrades at various highway-railroad grade crossings, identify possible funding for the safety upgrades at various highway-railroad grade crossings, and conduct a Quiet Zone Feasibility Study with implementation assistance.

The City is looking for a highly qualified firm with complete knowledge of the codes, regulations, standards and requirements of Union Pacific Railroad (UP), Burlington Northern Santa Fe Railroad (BNSF), the San Joaquin Regional Rail Commission (SJRRRC), the California High Speed Rail Authority (CHSRA), California Public Utilities Commission (CPUC), and the Federal Rail Administration (FRA) for the establishment of quiet zones.

## **II. BACKGROUND INFORMATION / PROJECT DESCRIPTION**

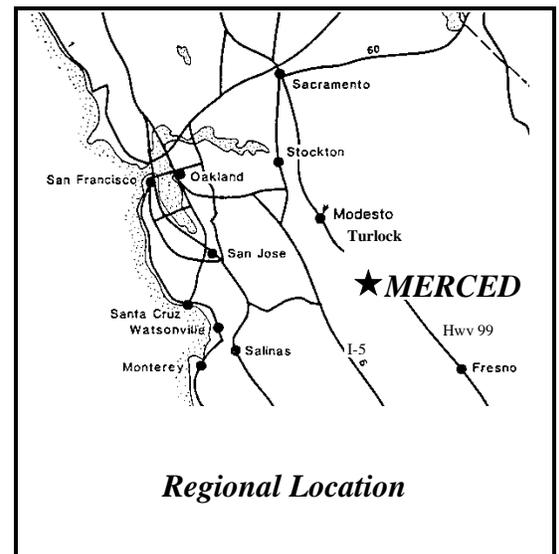
### ***City of Merced***

Located in the heart of the San Joaquin Valley, the City of Merced is the Merced County seat as well as the retail commercial center for the surrounding region. Known as the “Gateway to Yosemite” because of its historic and current status as a stopping place for visitors on their way to Yosemite, Merced is just 80 miles from the national park. Merced is also home to the University of California, Merced campus, which opened in 2005.

Merced is approximately 150 miles southeast of San Francisco and is one of a chain of cities located along State Highway 99. Highway 99 is one of the two main north-south arteries connecting Southern California to the Pacific Northwest region.

The City of Modesto is located 40 miles, Stockton 65 miles, and Sacramento 100 miles to the north of Merced along Highway 99. The City of Fresno is 55 miles and Bakersfield is 165 miles to the south along Highway 99.

The Merced City Limits are generally bounded on the west by State Highway 59 and Thornton Road, on the east by McKee and Tower Roads, on the north by Nevada Street and Old Lake Road, and on the south by Dickenson Ferry Road/Mission Avenue. In 2016, the City of Merced covered approximately 23.3 square miles (or approximately 14,941 acres) and had a population of approximately 82,594 per the Census Bureau’s Annual Population Estimates Program.



### *Existing and Future Facilities*

Currently in the City of Merced, at-grade railroad crossings exist with tracks of the UP and BNSF railroads. These rail lines include significant service provided by Amtrak. Additionally, the City of Merced is a stop on the planned route for Phase I in the implementation of California's High Speed Rail service. More information regarding the High Speed Rail initiative can be found at <http://www.hsr.ca.gov/>. The City of Merced is also part of the ACEforward plan of the San Joaquin Regional Rail Commission (SJRRRC) to expand the Altamont Corridor Express (ACE) in the longer-term portion of the plan. More information about the ACEforward project can be found at <https://www.acerail.com/About/Public-Projects/ACEforward>. All research, recommendations and implementation assistance provided by the chosen vendor should take into account these factors and position the City of Merced for a successful relationship between its Quiet Zone and the implementation of those facilities.

Below are the approximate number of railroad crossings within the City of Merced limits for each of the two existing railroads.

**Union Pacific Railroad:** 9 crossings

**Burlington Northern Santa Fe Railroad:** 10 crossings

## **III. SCOPE OF WORK**

The scope of work outlined below represents an estimation of the activities required to successfully complete the feasibility study and establish a quiet zone. Based on specific knowledge of the process and firm experience, City staff encourages respondents to amend this scope and identify any additional potential steps or activities that would benefit the City in this process. Any proposals for additions to, modifications of, or exceptions from the Scope of Work shall be clearly stated in the proposal and fully explained in the appropriate section(s), with costs specifically broken out. The City of Merced is open to innovative and/or customized measures, but reserves the right to evaluate such proposals in full prior to execution of a contract in order to ensure that all the needs of the project and the City are met.

## **Phase I- Quiet Zone Feasibility Study**

### Activity 1- Preliminary Investigations/Risk Index Update & Review

- Analyze and update existing conditions at each crossing in the City of Merced including but not limited to pavement width, number of lanes in each direction, driveways nearby, surrounding uses, any current construction activities occurring on or near the crossing itself, and known safety or other improvements planned or required for each crossing. Additionally, gather necessary data to provide updated traffic, pedestrian, and train counts to the California Department of Transportation (CalTrans), and FRA, as well as a sound study to determine if all or some of the crossings should proceed in the Quiet Zone Study.
- Upon approval of all traffic counts and updates to the FRA database, analyze existing risk index for the proposed quiet zone.
- Identify potential issues at each crossing and corresponding potential safety improvements.

### Activity 2- Coordination with Governing Entities/Diagnostic Meeting

- Coordinate and attend the required field diagnostic meetings with agencies such as the FRA, UP, BNSF, CPUC, and others as appropriate or necessary. Prepare and distribute meeting agendas and minutes.
- Prepare the General Order 88-B application to CPUC for approval.
- Prepare necessary plans for approval by UP, BNSF, and CPUC.

### Activity 3- Quiet Zone Calculations & Analysis

- Determine the applicability of each safety measure and evaluate any possible alternatives.
- Analyze the crossings in terms of Quiet Zone improvements (measurements of risk, quiet zone safety measures, evaluation of grade crossing improvements, etc.).
- Provide a measurement of Quiet Zone Risk Index (QZRI) figures for each crossing, based on implementation of the various supplemental safety measures (SSM).
- Complete required safety analysis, make final recommendations regarding the necessary SSM or alternative safety measures (ASM), and estimate project budget for required improvements.
- Identify possible federal and/or state funding for the implementation of safety upgrades at each crossing. Explain the funding processes to City staff and assist with funding applications/grants.
- Identify any necessary Environmental Review documentation and materials, including but not limited to CEQA review.
- Produce and submit a feasibility report for City Council consideration, including a presentation to the City Council.

**Phase II- Quiet Zone Establishment** *(to be pursued at the discretion of the City of Merced)*

Activity 4- Notice of Intent

- Submit required Notice of Intent (NOI) to create a new 24-hour Quiet Zone in accordance with FRA guidelines.
- If alternate safety measures are proposed, submit the necessary approval requests to the FRA to obtain approval.
- Based on 60-day NOI comment period, review required improvements at each crossing that would qualify the corridor as a quiet zone.
- When the appropriate improvements have been identified, a separate proposal for any necessary engineering, design, survey, coordination or permitting with the railroad will be sought by the City in accordance with its procurement requirements and procedures. *(Award of the contract for this proposal does not guarantee award of design and construction services for the appropriate improvements.)*

Activity 5- Notice of Establishment

- Upon installation of the required safety improvements required at each crossing, prepare and submit the Notice of Establishment (NOE) for the Quiet Zone to the required entities.

## **IV. PROPOSAL CONTENT AND EVALUATION**

### **CITY OF MERCED EXPECTATIONS**

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this RFP at any time prior to contract execution. The City reserves the right to request or obtain additional information about any and all proposals.

The selected Consultant is expected to have a complete understanding of City, State, and Federal procedures and manuals and all applicable laws and regulations necessary to complete the Scope of Work. This RFP provides guidance, but may not represent the exact form of the final project scope, pending negotiations between the selected Consultant and the City of Merced. Past experience in performing similar services will be a heavily weighted factor in the selection process. Quality of performance on previous design contracts, ability to meet schedules and budgets, and ability to communicate effectively with construction personnel, City staff, other consultants, utility companies, and regulatory agency staff will be some of the attributes and factors considered.

## **REQUIREMENTS FOR ENGINEERING SERVICES**

The Lead Engineer must be licensed in the State of California. In addition, the various work that is performed by the consultant, or a sub-consultant, shall be performed by, or, where appropriate, under the direction of personnel possessing the appropriate State of California professional licenses or other certifications required or desirable for the various disciplines necessary for the successful completion of the project.

## **COST OF RFP PREPARATION**

The City shall not be liable for any pre-contractual expenses incurred by any consultant preparing a submittal or portions thereof or by any selected consultant. Each consultant shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by consultants, if any, in:

- Preparing the Proposal and related information in response to this RFP.
- Negotiations with the City of any matter related to this procurement.
- Costs associated with interviews, meetings, travel, or presentations.
- All other expenses incurred by a proposer/consultant prior to the date of award and a formal notice to proceed.

## **PROPOSAL FORMAT**

Proposals shall be bound and formatted on 8 ½” x 11” pages. Folded 11” x 17” pages where necessary to convey maps or other useful information are also acceptable. The Proposal shall be signed and sealed by a duly authorized official of the principal consulting firm or firms. The Proposal shall contain an acknowledgment of receipt of all amendments and/or addenda to the RFP.

## **PROPOSAL CONTENT**

The City requires the proposer to submit a concise proposal clearly addressing all of the requirements outlined in this RFP; it must contain information covering the following topics:

### **Cover Letter**

The cover letter shall be signed by a person authorized by the Proposer to execute a contract with the City. It shall include: the legal name of the company; the name, address and telephone number of the principal person representing the firm; the firm’s current annual dollar volume of work; and a summary of the Proposal, including a brief description of the proposed team. It shall make a commitment to accept the terms and conditions in the RFP and the Standard Agreement for Professional Services (Attachment A), including acknowledgment of receipt of all amendments and/or addenda to the RFP.

The letter shall also identify a single person for possible contact during the RFP review process regarding contract language.

### **Project Understanding and Approach**

This section should demonstrate an understanding of the scope of services. It should describe the general approach, organization, and staffing required for the services requested. Also, describe the firm's understanding of key issues and its approach to resolving those issues. All sub-consultants and their roles must be identified. The consultant shall include an organizational chart identifying key personnel responsible for accomplishing all aspects of the work.

### **Qualifications of Consultant Staff and Sub-consultant Staff**

This section should include a list of key personnel to be assigned to the proposed Project and qualifications for each person to be used, including sub-consultant personnel. An organizational chart or similar graphic shall also be provided that clearly shows the function each person will be expected to fulfill. It is imperative that the key personnel providing the requested services have the background, experience, and qualifications to provide the services described in this RFP. The City reserves the right to approve all key personnel individually and all sub-consultants for work on this contract.

If sub-consultants or joint consultants are proposed, describe any relevant association with the proposed sub-consultants. Provide examples of past projects on which the lead firm has worked with each sub-consultant. Indicate the percentage of the fee allocated for each participating consultant and/or sub-consultant.

After the contract is signed, the consultant may not replace key staff without written agreement by the City.

### **Experience of Firm**

This section should include the relevant experience of the principal firm. Include project descriptions, status of the project, construction costs and dollar value of services provided. Clearly identify the role of key staff identified herein, and identify current and recent client references including contact information (phone numbers and emails). The focus shall be on experience, analysis, and documentation for similar projects. Only recent similar projects completed in the past ten years should be included in this section. During evaluation of proposals, completed projects on which the key staff proposed for this RFP had a significant role in the project will be considered to have more weight than those that did not include such personnel. Any other details that the principal firm wishes to convey about itself or its proposed subcontractors should be placed in this section.

### **Cost, Schedule & Deadlines**

The following elements shall be included in describing the budget allocation in the Consultant Proposal:

- An overall cost proposal, including a breakdown of costs by Activity listed in Section III of this RFP, Scope of Work;
- Person hours allocated to each step and total hours allocated for project objectives and overall project (including sub-contractors), or flat costs by tasks with a “not to exceed” figure for each task;
- A breakdown of the employees and professionals to be assigned to each project objective and the hourly rates and person-hour costs assigned (please indicate total number of hours for each project team member along with total hours for each project objective and the entire project), or flat costs by tasks with a “not to exceed” figure for each task;
- Personnel charge rates of the firm;
- Classification as to whether or not employees are reimbursed by hourly rate or salary; and,
- List of any subcontractors who may provide technical or other assistance and breakdown of hours/costs associated with the sub-consultants;
- Any proposals for additions to, modifications of or exceptions from the Scope of Work shall be clearly stated in the proposal and fully explained in the appropriate section(s), with costs specifically broken out in this section. The City of Merced is open to innovative and/or customized measures, but reserves the right to evaluate such proposals in full prior to execution of a contract in order to ensure that all the needs of the project and the City are met; and,
- A detailed schedule, listing sufficient activities to demonstrate an understanding of the process involved in delivering a project of this type. This should include projected completion dates of each Activity listed in Section III of this RFP, Scope of Work.

### **CONSULTANT SELECTION PROCEDURE**

The following is an outline of the procedures the City will use in the selection process:

- Establish a Screening and Selection Committee.
- Screening and Selection Committee reviews and evaluates the proposals submitted by the prospective consultants.
- Proposers may be required to participate in an oral interview. The oral interview will be a panel comprised of members of the selection committee.
- Negotiations may take place with the primary firm on the final scope of work, the final contract proposal, and the proposal price.

- If a contract cannot be negotiated for this study, the negotiations with the designated consultant shall be terminated in writing and negotiations shall be started with the next highest rated consultant.
- The selection committee will make a recommendation to the awarding authority.
- Selection Committee Chairman will notify the selected firm of the final approval of the contract by the City Council.

## **CONSULTANT EVALUATION CRITERIA**

The City intends to engage the most qualified consultant available for this assignment. It is imperative the consultant's proposal fully address all aspects of the RFP. It must provide the City's staff with clearly expressed information concerning the consultant's understanding of the City's specific requirements and qualifying the proposer to conduct this study in a thorough and efficient manner.

The following criteria shall be used in evaluation of the proposer's offer of services:

- Proposals should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. Emphasis should be on the quality, completeness and clarity of contents. Responsiveness to the RFP will be the principal basis for evaluation;
- Consultant experience in providing engineering services on studies of similar scope for establishment of quiet zones;
- Project manager and his/her team's experience in conducting assignments of similar scope;
- Methodology to be employed in conducting the study;
- Familiarity with State and Federal environmental procedures and documents (General CEQA/NEPA, Permitting Process);
- Proposer's support organization and in-house quality control and quality assurance methods;
- Cost to the City;
- Proposal clarity in expressing the understanding of the City's needs and in defining a work plan for satisfying these needs;
- Proposer's prior record of performance with city or others;
- Schedule compatibility with City;
- Availability to work with City staff.

The selection committee will make a recommendation to the awarding authority. The acceptance of the proposal will be evidenced by written Notice of Award from the City's designated project manager to the successful Proposer.

## **V. RFP DETAILS AND SCHEDULE**

### **RFP Mailing Address & Submittal Deadline**

Five (5) copies of the Proposals, including one copy containing an original signature, must be provided no later than **4:30 P.M. on April 20, 2018**. Submittals received after this time will not be accepted. All submittals should be clearly marked “RFP Submittal for Railroad Quiet Zone Feasibility Study and Establishment” with the submittal address as follows:

Mr. Steven Son, Deputy Director of Public Works / Interim City Engineer  
Engineering Department, City of Merced  
678 West 18th Street  
Merced, CA 95340

One (1) copy of a separate Fee Proposal shall be submitted in a separate sealed envelope marked “Fee Proposal for Railroad Quiet Zone Feasibility Study and Establishment RFP”.

**All submittals shall be submitted in writing.** Any exceptions to the requirements stated herein shall be clearly stated in the submittal, and may be grounds for being declared non-responsive. Faxed submittals will not be accepted.

### **Questions regarding the RFP**

There will not be a pre-proposal or scoping meeting for this project. All correspondence or communications in reference to this Request for Proposals shall be directed to Deputy Director of Public Works / Interim City Engineer Steven Son at Phone: (209) 385-6898; Fax: (209) 385-6211; and/or Email: [sons@cityofmerced.org](mailto:sons@cityofmerced.org)

### **Review and Selection Schedule**

<b>Table 3: Review and Selection Schedule</b>		
<b>Action</b>	<b>Date</b>	<b>Other</b>
Questions regarding RFP	72 hours prior to deadline	Contact Project Manager
Proposal Due Date	April 20, 2018	Received by 4:30 P.M.
Review Process	April-May, 2018	Oral interviews if necessary
City Council Contract Approval	June 11, 2018 (Tentative)	6:00 P.M. (attendance not required)

## **VI. PERIOD OF PERFORMANCE**

Performance under a contract awarded pursuant to this RFP is intended to commence after June, 2018. Notice to Proceed will be issued to the successful Proposer subject to successful conclusion of contract negotiations. The City of Merced reserves the right to modify the composition of and the scope of services requested through this RFP. The Consultant for engineering services is subject to performance and termination sections described in the contract in Attachment A. Consultants shall be required to accept the full contract. No modifications of the typical City of Merced Contract for Professional Services will be tendered by the City.

## **VII. GENERAL TERMS AND CONDITIONS**

### **PROJECT MANAGER / CITY CONTACT**

Mr. Steven Son, Deputy Director of Public Works / Interim City Engineer, is the City of Merced Project Manager for this project and will represent the City of Merced and render overall supervision of the progress of the work. All services to be performed by the consultant will be subject to approval and acceptance by the Director of Public Works or his designee, and no payment will be made to the consultant until accepted and approved. Steven Son may be reached by Phone: (209) 385-6898; Fax: (209) 385-6211; and Email: [sons@cityofmerced.org](mailto:sons@cityofmerced.org).

The City's Project Manager will work cooperatively with the consultant(s), by: 1) providing the consultant with whatever information is available regarding its requirements for the project; 2) examining project-related documents submitted by the consultant and rendering decisions promptly to avoid unreasonable delay in the progress of the consultant's work; and, 3) furnishing information required of it as expeditiously as necessary for the orderly progress of work.

### **CONDITIONS FOR RESPONSES TO REQUEST FOR PROPOSALS**

The following conditions apply to this RFP process:

- Nothing contained in this RFP shall create any contractual relationship between the respondent and the City.
- This RFP does not obligate the City to establish a list of service providers qualified as prime contractors, or award a contract to any respondent. The City reserves the right to amend or cancel this RFP without prior notice, at any time, at its sole discretion.
- The City shall not be liable for any expenses incurred by any organization in connection with this RFP.

- No conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms of this RFP. Oral communications or any written/e-mail materials provided by any person other than designated contact staff of City shall not be considered binding.
- The City reserves the right, in its sole discretion, to accept or reject any or all Proposals without prior notice and to waive any minor irregularities or defects in a Proposal. The City reserves the right to seek clarification on a Proposal with any source.
- The dates, times, and sequence of events related to this RFP shall ultimately be determined by the City. The RFP process schedule is subject to change, at the sole discretion of the City. The City will attempt to follow the proposed schedule and if it must be altered, will attempt to provide reasonable notice of the changes.
- Respondents shall not issue any news release pertaining to this RFP or the City without prior written approval of the City.
- All submitted proposals and information included therein or attached thereto shall become public record upon delivery to the Public Works Department.

#### **OFFICE LOCATION/TRAVEL**

There is no intention for consultant personnel to be housed at the City's office. The City does not intend to reimburse the Consultant for personnel relocation under this contract.

#### **PUBLIC RECORD**

Responses to this RFP become the exclusive property of the City of Merced. At such time as the Public Works Department recommends a firm to the City Council, all proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary". The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Merced may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

## **WITHDRAWAL OF PROPOSALS**

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

## **PROTEST PROCESS**

A Consultant that submits a proposal that is disqualified may challenge the disqualification by filing a protest within seven (7) calendar days of the date of the City's notice of disqualification. Staff recommendations to award the agreement(s) to a particular Consultant or Consultants shall be posted at on the City's website. An unsuccessful Consultant may file a protest no later than seven calendar days after the recommendation is posted on the website, except for protests regarding disqualification, which must be protested within seven days of the disqualification notice. All protests shall be in writing, filed with the Interim City Engineer **Steven Son**, and include the following:

- RFP Name;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

The Interim City Engineer will render a written decision within 30 days after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed.

## **VII. CONTRACTUAL TOPICS**

### ***Labor Code***

The consultant shall comply with Sections 3700 et seq. of the labor code of the State of California, requiring every employer to be insured against liability for worker's compensation.

### ***Insurance***

The Consultant shall also provide liability insurance in the amount of \$1,000,000 naming the City as additional insured. Please carefully note the endorsement and cancellation causes in the required contract. Please refer to the sample contract (Attachment A)

### ***Conflicts of Interest***

The Consultant must be aware of and comply with conflict of interest rules included in the California Political Reform Act, and Section 1090 et. Seq. of the Government Code. The Political Reform Act requires City offices and committee members to file statements of interest and abide by a Conflict of Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body. If the proposer holds no City committee appointment or other relationship, the proposal should simply state that in response to this item.

### ***Form of Contract***

The City's standard form of contract shall be used, and includes other provisions not described here. A standard professional service contract is attached for reference (Attachment A). Please review this very carefully and note in the body of your proposal any exceptions or alterations to the agreement. Alterations or changes to the agreement which were not in the consultant's response will not be made after City Staff selection of the consultant. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal footing.

### ***Local Business Enterprise Policy (LBE)***

The City of Merced is committed to ensuring a full and equitable participation by local businesses in the provision of all goods and services to the City.

### ***Method of Compensation***

The City of Merced reserves the right to award all or part of the project at its discretion. The City of Merced will compensate the consultant(s) based on the submittal of monthly invoices and monthly progress reports. The City reserves the right to request more detailed information from the consultant on monthly invoices. Please note, the City of Merced does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

### ***Contract Type (Time and Materials)***

The Proposed Fee for this contract will be based on firm fixed hourly rates subject to an overall contract cap and the reimbursement of other direct charges. The rates will be fixed for the duration of the agreement. Any changes in the hourly rate charges will require the City's advance written approval.

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Attachment: A.) Sample Professional Services Contract