

CITY OF MERCED



REQUEST FOR PROPOSAL

**for
Speed Zone Study**

**Development Services Department
Engineering Division
678 West 18th Street
2nd Floor
Merced, CA 95340**

Proposals Due by 4:00 PM on July 11, 2024

Project Overview

The City of Merced (“City”) is seeking professional engineering services to conduct a speed zone study for new streets incorporated since 2017 and for surveys that have expired or will expire soon and are deemed urgent for renewal (See Appendix A). The new streets should also include the following:

- El Portal Ave (between Parsons & McKee)
- Campus Pkwy (between Childs Ave and Hwy 140 Overpass)

The engineer should develop an assessment of which roadway should be renewed or altered based on the street inventory provided as well as the newly incorporated streets listed. The engineer will be expected to conduct kick-off meetings and coordinate with the City representatives to discuss findings and gain approval through the preliminary report for changes to speed limits before finalizing the traffic surveys.

City Background

The City of Merced (City) was incorporated in 1889 and operates under the Council-Manager form of government. The City is a dynamic community of approximately 91,000 residents, with friendly small-town living in a mid-size city. The University of California Merced campus, opened in 2005, provides additional educational and economic opportunity, adding to the already-established growth of the region.

Located in the heart of California’s agricultural Central Valley, Merced is the region’s hub for education, culture, and business. The community offers abundant shopping, pleasant neighborhoods, and tree-lined streets. Bicycle paths along creeks link major City parks. Even with recent increases in prices, Merced’s housing remains affordable compared to many other California locations. Merced’s revitalized downtown is emerging as the entertainment center of the area. Annual events and festivals bring regional and even national recognition.

Merced’s valley location southeast of San Francisco provides easy access to the Central California coast, Sierra Nevada Mountains and National Parks, and major cities. Merced has historically been considered to be the “Gateway to Yosemite”, and residents also enjoy short drives to skiing, beaches, fishing, and other outdoor attractions.

Project Background

The City of Merced speed surveys are completed on an individual street basis, not on a citywide basis, as with some other jurisdictions in California. They expire at different times based on the original study date. The City of Merced conducted its last speed zone study effective September 17th, 2018, adopted by Ordinance No. 2492. Surveys qualify for renewal when they expire seven (7) years after completion but can be extended for an additional three (3) years, under certain conditions.

Renewal of a survey could be due to one of the following conditions:

- Significant changes in the roadway or traffic conditions have occurred;
- The roadway segment's survey has already been in effect for seven (7) years and significant changes in roadway or traffic conditions have occurred; or
- The roadway segment's survey has already been in effect for ten years.

"Extension" refers to a survey for a roadway segment that can be extended for three (3) additional years where significant changes in the roadway or traffic conditions have not occurred, and the survey is more than seven (7) years old, but less than 10 years old.

This request for proposal is for selection of a professional consultant to complete traffic surveys for the City of Merced, in conformance with the California Vehicle Code (CVC) as required by local jurisdictions. The surveys shall also be conducted in accordance with the applicable sections of the Manual of Uniform Traffic Control Devices (MUTCD), California Edition 2014 (Revision 8). Procedures should follow the 2014 California Manual for Setting Speed Limits, which further clarifies the MUTCD. As such, this request for proposal will be for newly incorporated streets and those surveys that have expired or will soon expire and are deemed urgent for renewal, to allow for electronic speed enforcement.

PART A - Scope of Work

Appendix A shows a list of streets surveyed in 2017 that will be surveyed as part of this project. The list of streets includes location, segment limits, current speed limit, and date of survey. The intent of this project is to bring current all speed zone survey segments in Appendix A, and new street segments provided.

The City of Merced is currently re-evaluating its format of speed surveys and is in the process of updating its policies and procedures related to streamlining the completion process of its surveys consistent with the industry best practices. The response to this proposal shall include a sample format of similar types of work completed by the consultant for other jurisdictions, or a proposal of the speed survey format proposed to be used for this project. Consultants must respond to this proposal with specific strategies for how they will approach ensuring all renewals will be completed as indicated above and provide a detailed project schedule by phase.

The City of Merced reserves the right to change the locations, and the number of study segments, as priorities change, up to the time work begins on a particular location. The consultant selected shall notify City of Merced prior to beginning work in earnest on a particular street to confirm that it is still a priority location. The work produced should be on an individual street basis, submitted to City of Merced upon completion of the desired project descriptions and anticipated deliverables outlined below for each street. The consultants must respond to this proposal with a more detailed strategy on how to accomplish the desired phases and outcomes and may add to the descriptions below.

PROJECT MANAGEMENT AND COORDINATION

The consultant will provide overall project management for the duration of the project. This includes coordination with City of Merced staff on scheduling and attending the kick-off meeting. This also includes coordinating site visits, data acquisition, and reporting on speed spot studies, preliminary study and final traffic survey.

The selected consultant will be expected to provide monthly progress reports to City of Merced and adhere to a jointly established timeline. City staff has the responsibility of providing timely response to requests for information made by the consultant.

DATA ACQUISITION AND SITE ANALYSIS

The consultant will conduct a field investigation and inspection of the street segments to determine relevant information. This information should be important in the determination of the appropriate speed limit, which may include but is not limited to geometry, roadway width, alignment, number of lanes, roadside development, parking, signalized driveways, major traffic generators and other traffic control devices, as necessary.

General tasks/milestones:

- Conduct kick-off meeting to discuss input with City representatives (City Engineer, Police Representative, City Planner);
- Conduct site assessment and prepare field notes for the segments of each street within the defined inventory;
- Conduct traffic counts at various locations along the segment to determine the average daily traffic (ADT), as necessary;
- Conduct meetings with the City representatives to discuss findings from site analysis and data acquisition.

SPOT SPEED STUDIES

The consultant will conduct spot speed studies along the roadway segment of various locations, within the street inventory, using calibrated electronic equipment to determine the 85th percentile speed (critical speed). The equipment calibration certificates shall be provided to City of Merced. Spot speed studies should be completed in accordance with the CVC and the California MUTCD. A minimum of 100 vehicles in each direction shall be sampled per location and the summary sheet for spot speed data shall be plotted in 1 mile-per-hour increments.

General tasks/milestones:

- Determine locations to be assessed for speed spot studies based on engineering judgment;
- Provide equipment calibration certificates to the City of Merced representatives;
- Speed Spot Study shall report vehicles observed, 50th percentile speed, 85th percentile speed, speed range, 10mph pace speed and number of vehicles observed for each speed in an editable format (such as Microsoft Excel) for the City; and
- Discuss input with City representatives and incorporate as needed into Preliminary Report.

PRELIMINARY REPORT/ FINAL TRAFFIC SURVEY

Prior to preparing the final Traffic Survey, City of Merced requests a preliminary report for each segment indicating the likelihood of the existing speed limit changing or remaining unchanged. For new segments that have not been previously surveyed, City of Merced requests an appraisal of what the speed limit will likely be. City of Merced may determine it necessary to discontinue work on a particular segment or street, and not move forward with subsequent phase, depending on the results indicated in this preliminary report. Consultant shall seek approval from City of Merced, before continuing on to the next phase for each segment.

After review by the City of Merced, make any changes as deemed necessary. Prepare the final ETS ready for stamp and signature by City of Merced city engineer and professional engineering consultant, and submit to City of Merced.

In this phase, based on staff review, the Final Traffic Survey will be developed. This will reflect the needs and interests identified by the City's staff. The Traffic Survey should also reflect sound engineering judgment and standards to provide safe, enforceable speed zones.

General tasks/milestones:

- Prepare preliminary report for each segment (clearly labeled "Preliminary Report");
- Surveys and data shall be delivered in an editable format such as Microsoft Excel, not PDF, or other static format;
- Present report to City staff for review and preliminary approval and revise as necessary based on the input of the City of Merced;
- Submit Final Traffic Study with stamp and signature of City of Merced city engineer and professional engineering consultant in responsible charge of the project.

PART B – Contract Terms and Insurance

Any contract awarded on the basis of this RFP will be subject to the contract terms included in this RFP and as negotiated between the City and selected consultant.

Form of Contract: Requirements as indicated in Attachment A. The successful proposer will be expected to execute as part of the negotiated contract. Any exceptions to the form of the contract must be clearly stated in the proposal and may be grounds for being declared non-responsive.

Insurance & Indemnity: Requirements as indicated in Attachment A. Insurance certificates are required to be submitted by the chosen Consultant prior to contract award, failure to provide these in a timely manner may result in a different proposal selection.

In addition, we require a statement indicating that you will be able to provide an insurance certificate naming the City of Merced as an additional insured per Attachment A; **and revising the cancellation clause.** The standard form used by insurance carriers will not be accepted unless the word "endeavor" is crossed out where the paragraph states, "The issuing company will (endeavor to) mail ..."; and a portion of the last paragraph shall be crossed out, which states, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company."

PART C – Other Requirements

Conflicts of Interest

The Contractor/Vendor 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 officers 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 office, committee appointment or other relationship, the proposal should simply state that in response to this item.

Method of Compensation

The consultant is to identify an hourly rate of compensation, cost by task, and a “not to exceed” figure for the project. Progress payments, upon invoice, will be made monthly based on actual hours worked applied to the agreed upon hourly rates of compensation. The Consultant must also identify and reimbursable expenses and give a “not-to-exceed” total for reimbursables. Any necessary services outside the scope of the work must also be identified.

PART D - Proposed Timeline

June 14, 2024	RFP available on City of Merced website
June 28, 2024	Submission deadline for written questions

July 11, 2024, 4 pm Technical and Sealed Cost Proposals Due

PART E - Submittal Process

1. Applicant questions: All questions regarding the RFP shall be submitted in writing per the attached schedule. Questions and responses will be posted on the Merced City website per the attached schedule.
2. Submittal Deadline: Wednesday, July 11, 2024, at 4:00 p.m. Late submittals will not be accepted. Format and Delivery: Submit three (3) letter-sized copies with one (1) unbound copy of the technical proposal to:

Engineering Department
City of Merced
678 West 18th Street, Second Floor
Merced, CA 95340

and e-mail a PDF copy to Mike Wegley at wegleym@cityofmerced.org.

Submittals will not be returned. **One (1) copy of the cost proposal shall be submitted in a separate sealed envelope at the same time as submittal of the technical proposal.**

Proposals submitted after the deadline will not be accepted for consideration.

The City reserves the right to accept or reject any or all proposals, or to alter the selection process in any lawful way, to postpone the selection process for its own convenience at any time, and to waive any non-substantive defects in this RFP or the proposals.

The City is seeking to engage the most qualified person or firm. The City reserves the right to negotiate with other qualified persons or firms, or to solicit additional statements of qualifications at any point in the project should it fail to negotiate a reasonable fee with the initially selected person or firm.

All proposals shall remain firm for one hundred and twenty (120) calendar days after the proposal opening.

The City is not responsible to any proposer for the costs incurred in the preparation of the response to this RFP regardless of which Proposer is selected.

QUESTIONS/CLARIFICATIONS: Contact Rick Maddox at (209) 388-8938.

PART F - Proposal Content

The proposal should include the following:

1. **FIRM OR PERSON INTRODUCTION:** including information such as length of time in business, office location(s), number of staff and a general summary of qualifications documenting the strengths of the firm or person, areas of expertise and licensing.
2. **APPROACH:** the person or firm's project management practices, methodologies and processes.
3. **PROJECT EXPERIENCE:** listing specific project management experience that is related to the type of service required by the project. Project experience should list the type of work provided with the client contact information for each project.
4. **WORK PLAN:** Detailed work plans with estimated hours by task or project phase.
5. **KEY STAFF:** including the identification of the Principal-in-Charge and key staff. This section should identify the qualifications and related experience of key staff assigned to the project; and includes their resume showing experience in project management services.
6. **LITIGATION:** - A list of any current litigation to which the firm or person are parties by virtue of their professional service, in addition to a list of any such litigation from the past ten years.
7. **DISCLOSURE:** of any past, ongoing, or potential conflicts of interest that the firm or person may have as a result of performing the anticipated work.
8. **CONTRACT:** - A statement certifying that the Consultant has read, understood, and can execute the attached standard professional service contract and required insurance.

PART G - Selection Criteria

There will be no public opening of submitted proposals. The Technical proposals shall be evaluated by individuals within the City of Merced, who shall prepare their evaluation based on the criteria contained herein. The proposals will not be available for public review.

Selection will be based on the following evaluation criteria:

1. Project understanding, as demonstrated by work plan and approach. (15%)
2. Qualifications and experience of key personnel and other team members, including sub-consultants. (35%)
3. Recent experience in performing similar studies. (20%)
4. Recent past performance in quality and completeness of work and delivery on time and within budget. (20%)
5. Feedback from references given. (10%)

After reviewing proposals, the City may either directly enter into negotiations with the firm it finds best qualified or select a short list of firms to be interviewed by a selection panel. The City reserves the right to modify the scope of work during negotiations, subject to mutual approval. If the City is unable to negotiate a satisfactory agreement with its first choice it will enter into negotiations with the next choice. Final approval of the firm recommended by City staff, the fee and the contract must be reviewed and approved by the Merced City Council.

**References: Appendix A - CAMUTCD Traffic Survey Section
Appendix B - Street Inventory**

Attachments:

A. Standard Professional Services Agreement

Appendix A – Street Inventory

No.	Street	Location	Dir.	A. Prevailing Speed data						C. TRAFFIC	Posted Speed Limit	Speed Limit Change?	Recommended Speed Limit	Proposed Speed Limit
				Radar - Data	85% Percentile	Percentile (Rounded)	10 mph pace	% In Pace	Posted Speed Limit	Street Classification				
1	2nd Street	West Avenue to Q Street	EB+WB	YES	34	35	25-34	70%	30	Local	30	Yes	35	30
2	8th Street	V Street to MLK Jr Way	EB+WB	YES	35	35	26-35	73%	30	Local	30	Yes	35	30
3	10th Street	V Street to R Street	EB+WB	YES	28	30	20-29	80%	NP	Local	NP	Yes	30	25
4	11th Street	V Street to R Street	EB+WB	YES	33	35	25-34	57%	30	Local	30	No	30	30
5	11th Street	R Street to M Street	EB+WB	YES	31	30	23-32	79%	30	Local	30	No	30	30
6	11th Street	M Street to G Street	EB+WB	YES	34	35	25-34	81%	30	Local	30	No	30	30
7	12th Street	V Street to G Street	EB+WB	YES	32	30	23-32	67%	NP	Local	NP	Yes	30	25
8	13th Street	V Street to Q Street	EB+WB	YES	45	45	34-43	58%	40	Collector	40	Yes	45	40
9	13th Street	Q Street to G Street	EB+WB	YES	38	40	28-37	71%	35	Collector	35	No	35	35
10	13th Street, East	G Street to B Street	EB+WB	YES	34	35	23-32	72%	30	Collector	30	Yes	35	35
11	14th Street	R Street to G Street	EB+WB	YES	38	40	29-38	67%	35	Local	35	No	35	35
12	15th Street	V Street to MLK Jr Way	EB+WB	YES	36	35	27-36	75%	30	Local	30	No	30	30
13	15th Street, East	G Street to B Street	EB+WB	YES	29	30	21-30	83%	35	Local	35	Yes	30	30
14	16th Street	west city limit to Highway 59	EB+WB	YES	46	45	35-44	62%	45	Divided Arterial	45	No	45	45
15	16th Street	Highway 59 to R Street	EB+WB	YES	41	40	30-39	68%	35	Divided Arterial (special street section)	35	No	35	35
16	16th Street	R Street to G Street	EB+WB	YES	37	35	28-37	77%	35	Divided Arterial (special street section)	35	No	35	35
17	16th Street, East	G Street to Yosemite Parkway	EB+WB	YES	45	45	36-45	62%	40	Divided Arterial (special street section)	40	Yes	45	40
18	18th Street	V Street to O Street	EB+WB	YES	33	35	24-33	72%	30	Collector	30	No	30	30
19	18th Street	O Street to MLK Jr Way	EB+WB	YES	31	30	22-31	88%	30	Collector	30	No	30	30
20	18th Street	MLK Jr Way to G Street	EB+WB	YES	35	35	26-35	64%	30	Local	30	No	30	30
21	18th Street	G Street to Cedar Avenue	WB+EB	YES	34	35	22-31	62%	30	Local	30	No	30	30
22	19th Street	V Street to G Street	EB+WB	YES	30	30	21-30	72%	30	Local	30	No	30	30
23	20th Street	W Street to R Street	EB+WB	YES	36	35	28-37	72%	25	Local	25	Yes	30	30
24	20th Street	R Street to M Street	EB+WB	YES	35	35	24-33	74%	30	Local	30	No	30	30
25	20th Street	M Street to G Street	EB+WB	YES	31	30	24-33	74%	25	Local	25	No	25	25
26	20th Street, East	G Street to Glen Avenue	EB+WB	YES	36	35	29-38	57%	35	Local	35	No	35	35
27	21st Street	W Street to O Street	EB+WB	YES	29	30	15-24	63%	25	Local	25	No	25	25

No.	Street	Location	Dir.	A. Prevailing Speed data						C. TRAFFIC		Posted Speed Limit	Speed Limit Change?	Recommended Speed Limit	Proposed Speed Limit
				Radar - Data	85% Percentile	Percentile (Rounded)	10 mph pace	% In Pace	Posted Speed Limit	Street Classification					
28	21st Street	M Street to G Street	EB+WB	YES	35	35	26-35	75%	35	Collector		35	No	35	35
29	21st Street, East	G Street to East City Limit (Yosemite Parkway)	EB+WB	YES	39	40	29-38	78%	35	Arterial		35	Yes	40	35
30	22nd Street	Canal Street to G Street	EB+WB	YES	29	30	20-29	76%	30	Local		30	No	30	30
31	22nd Street	W Street to R Street	WB+EB	YES	33	35	23-32	64%	25	Local		25	No	25	25
32	23rd Street	V Street to M Street	EB+WB	YES	35	35	27-36	78%	30	Local		30	No	30	30
33	23rd Street	M Street to G Street	EB+WB	YES	28	30	21-30	92%	30	Local		30	No	30	30
34	23rd Street, East	G Street to Glen Avenue	EB+WB	YES	37	35	25-34	62%	30	Local		30	No	30	30
35	25th Street	R Street to M Street	EB+WB	YES	33	35	25-34	79%	30	Local		30	No	30	30
36	26th Street	M Street to G Street	EB+WB	YES	30	30	22-31	84%	30	Local		30	No	30	30
37	26th Street, East	G Street to Glen Avenue	EB+WB	YES	32	30	23-32	73%	NP	Local		NP	Yes	30	25
38	27th Street	M Street to G Street	WB+EB	YES	30	30	23-32	72%	30	Local		30	No	30	30
39	27th Street, East	G Street to 7th Avenue	EB+WB	YES	30	30	21-30	78%	NP	Local		NP	Yes	30	25
40	27th Street, East	Glen Avenue to McKee Road	EB+WB	YES	33	35	24-33	71%	30	Collector		30	Yes	35	30
41	Alexander Avenue	Rambler Road to G Street	EB+WB	YES	34	35	26-35	79%	30	Collector		30	Yes	35	30
42	Alexander Avenue	G Street to Oleander Avenue	EB+WB	YES	37	35	26-35	73%	30	Collector		30	Yes	35	30
43	Alexander Avenue	Oleander Avenue to Parsons Avenue	EB+WB	YES	40	40	31-40	71%	30	Collector		30	Yes	40	35
44	Alexander Avenue	Parsons Avenue to McKee Road	EB+WB	YES	34	35	25-34	72%	30	Collector		30	No	30	30
45	Austin Avenue	Devonwood Drive to Olive Avenue	SB+NB	YES	28	30	19-28	76%	30	Local		30	No	30	30
46	Austin Avenue	Olive Avenue to Loughborough Drive	SB+NB	YES	27	25	18-27	72%	30	Local		30	No	30	30
47	Auto Center Drive	westerly end to V Street	WB+EB	YES	32	30	20-29	71%	30	Local		30	No	30	30
48	B Street	Childs Avenue to 15th Street	SB+NB	YES	38	40	29-38	67%	35	Collector		35	Yes	40	35
49	Bear Creek Drive Northwest	Highway 59 to Brookside Drive	WB+EB	YES	34	35	27-36	78%	35	Collector (Special Street Section)		35	No	35	35
50	Bear Creek Drive Northwest	Brookside Drive to R Street	EB+WB	YES	40	40	31-40	72%	35	Collector		35	Yes	40	35
51	Bear Creek Drive Northwest	R Street to M Street	EB+WB	YES	38	40	30-39	70%	35	Collector		35	No	35	35
52	Bear Creek Drive Northwest	M Street to G Street	WB+EB	YES	40	40	31-40	73%	35	Collector		35	No	35	35
53	Bear Creek Drive Northeast	G to east city limit	EB+WB	YES	35	35	25-34	77%	35	Collector		35	No	35	35
54	Bear Creek Drive, Southeast	G Street to 6th Avenue	WB+EB	YES	42	40	34-43	73%	35	Local		35	Yes	40	40

No.	Street	Location	Dir.	A. Prevailing Speed data						C. TRAFFIC		Posted Speed Limit	Speed Limit Change?	Recommended Speed Limit	Proposed Speed Limit
				Radar Data	85% Percentile	Percentile (Rounded)	10 mph pace	% In Pace	Posted Speed Limit	Street Classification					
55	Bear Creek Drive, Southeast	6th Avenue to Cameron Lane	EB+WB	YES	41	40	32-41	79%	35	Local		35	Yes	40	35
56	Bellevue Road	west city limit to G Street	EB+WB	YES	50	50	39-48	61%	55	Arterial		55	Yes	50	50
57	Brookdale Drive	G Street to Cherokee Avenue	EB+WB	YES	33	35	25-34	80%	30	Collector		30	No	30	30
58	Brookdale Drive	Cherokee Avenue to Parsons Avenue	EB+WB	YES	35	35	23-32	63%	30	Collector		30	Yes	35	30
59	Buena Vista Drive	Highway 59 to R Street	EB+WB	YES	42	40	33-42	68%	35	Local		35	Yes	40	35
60	Buena Vista Drive	R Street to M Street	WB+EB	YES	34	35	23-32	77%	30	Local		30	No	30	30
61	Buena Vista Drive	M Street to Campus Drive	WB+EB	YES	32	30	23-32	85%	30	Local		30	No	30	30
62	Campus Parkway	Highway 99 exit to Childs Avenue	SB+NB	YES	57	55	49-58	54%	55	Local		55	No	55	55
63	Canal Street	13th Street to 16th Street	SB+NB	YES	34	35	25-34	74%	30	Local		30	No	30	30
64	Canal Street	Main Street to railroad	NB+SB	YES	29	30	20-29	78%	30	Local		30	No	30	30
65	Canal Street	railroad to 27th Street	NB+SB	YES	27	25	18-27	74%	30	Local		30	Yes	25	25
66	Cardella Road	G Street to M Street	EB+WB	YES	42	40	35-44	67%	45	Two Lanes Each Direction, Divided Road		45	Yes	40	40
67	Cardella Road	M Street to west dead end (Freemark Drive)	EB+WB	YES	44	45	32-41	59%	40	Two Lanes Each Direction, Divided Road		40	Yes	45	45
68	Cherokee Avenue	Seneca Street to El Portal Drive	NB+SB	YES	34	35	25-34	73%	30	Local		30	No	30	30
69	Childs Avenue	West Avenue to MLK Jr Way	EB+WB	YES	39	40	30-39	71%	35	Collector		35	Yes	40	35
70	Childs Avenue	MLK Jr Way to G Street	EB+WB	YES	39	40	30-39	74%	35	Collector		35	Yes	40	35
71	Childs Avenue	G Street to DeLong Street	EB+WB	YES	49	50	41-50	67%	40	Collector		40	Yes	50	50
72	Childs Avenue	Motel Drive to Parsons Avenue	EB+WB	YES	35	35	26-35	80%	30	Collector		30	No	30	30
73	Childs Avenue	Parsons Avenue to Weaver Avenue	EB+WB	YES	48	50	39-48	66%	35	Collector		35	Yes	45	40
74	Childs Avenue	Coffee Street to Doane Lateral (Campus Parkway)	EB+WB	YES	52	50	41-50	65%	35	Collector		35	Yes	50	50
75	Childs Avenue	Doane Lateral (Campus Parkway) to Kibby Road	EB+WB	YES	53	55	43-52	55%	55	Arterial		55	No	55	55
76	Childs Avenue	Kibby Road to Tower Road	EB+WB	YES	60	60	51-60	57%	55	Arterial		55	No	55	55
77	Coffee Street	Childs Avenue to Gerard Avenue	NB+SB	YES	45	45	33-42	48%	25	Arterial		25	Yes	40	40
78	Coffee Street	Childs Avenue to Baker Drive	SB+NB	YES	43	45	32-41	60%	40	Collector		40	No	40	40
79	College Green Drive	Park Avenue to Olive Avenue	EB+WB	YES	30	30	22-31	74%	30	Local		30	No	30	30
80	Collins Drive	M Street to Olive Avenue	SB+NB	YES	31	30	22-31	72%	25	Local		25	No	25	25
81	Columbia Avenue	G Street to Cherokee Avenue	WB+EB	YES	30	30	22-31	76%	30	Collector		30	No	30	30

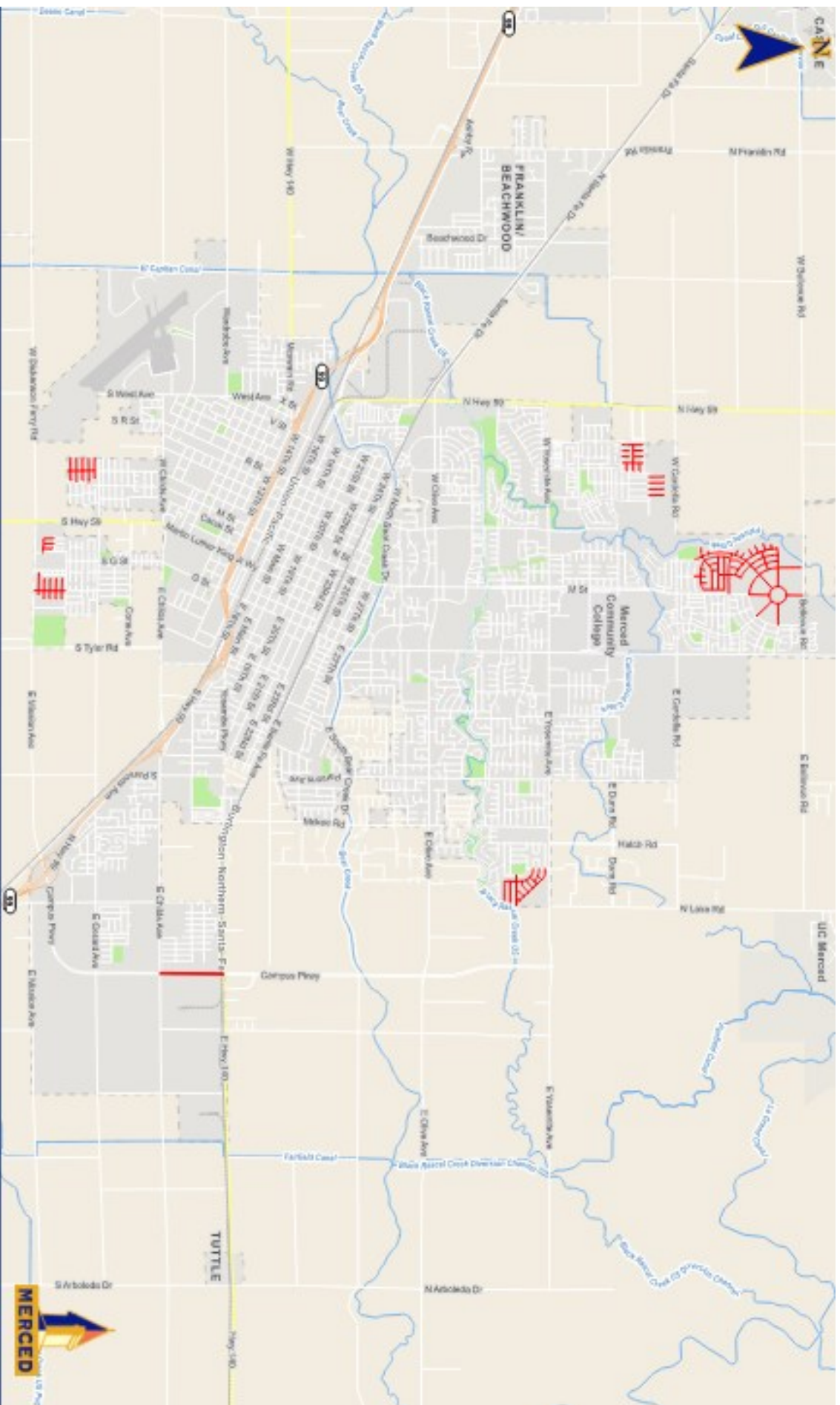
No.	Street	Location	Dir.	A. Prevailing Speed data						C. TRAFFIC	Posted Speed Limit	Speed Limit Change?	Recommended Speed Limit	Proposed Speed Limit
				Radar Data	85% Percentile	Percentile (Rounded)	10 mph pace	% In Pace	Posted Speed Limit	Street Classification				
82	Columbia Avenue	Cherokee Avenue to El Portal Drive	WB+EB	YES	28	30	15-24	64%	30	Collector	30	No	30	30
83	Cone Avenue	West City Limits (Rios Street) to East City Limit (Bermuda Street)	EB+WB	YES	43	45	30-39	56%	25	Collector	25	Yes	40	40
84	Cooper Avenue	Ashby Road to Highway 59	WB+EB	YES	42	40	32-41	63%	40	Collector	40	No	40	40
85	D Street	Childs Avenue to 13th Street	NB+SB	YES	33	35	24-33	65%	30	Collector	30	Yes	35	30
86	Devonwood Drive	Mistwood Drive to Austin Avenue	WB+EB	YES	35	35	24-33	66%	35	Local	35	No	35	35
87	Devonwood Drive	Austin Avenue to Meadows Avenue	WB+EB	YES	34	35	25-34	76%	30	Local	30	Yes	35	30
88	Dinkey Creek Avenue	Coffee Street to Albert Drive	EB+WB	YES	35	35	26-35	64%	30	Local	30	Yes	35	30
89	Dinkey Creek Avenue	Parsons Avenue to east dead end (Arroyo Court/Rye Court)	EB+WB	YES	32	30	25-34	57%	NP	Local	NP	Yes	30	30
90	Donna Drive	R Street to M Street	EB+WB	YES	35	35	24-33	72%	35	Collector	35	No	35	35
91	Donna Drive	M Street to G Street	WB+EB	YES	34	35	25-34	78%	30	Collector	30	No	30	30
92	Donna Drive	G Street to Joerg Avenue	EB+WB	YES	37	35	27-36	75%	30	Collector	30	No	30	30
93	El Portal Drive	G Street to Cherokee Avenue	EB+WB	YES	32	30	24-33	82%	30	Collector	30	No	30	30
94	El Portal Drive	Cherokee Avenue to Joerg Avenue	EB+WB	YES	35	35	25-34	65%	30	Collector	30	No	30	30
95	El Portal Drive	Joerg Avenue to Parsons Avenue	EB+WB	YES	37	35	28-37	66%	30	Collector	30	No	30	30
96	G Street	Childs Avenue to 11th Street	NB+SB	YES	41	40	30-39	70%	35	Collector	35	No	35	35
97	G Street	11th Street to 19th Street	NB+SB	YES	37	35	29-38	69%	35	Collector/Arterial	35	No	35	35
98	G Street	19th Street to North Bear Creek Drive	SB+NB	YES	37	35	28-37	64%	35	Arterial	35	No	35	35
99	G Street	North Bear Creek Drive to Olive Avenue	NB+SB	YES	41	40	33-42	76%	40	Arterial	40	No	40	40
100	G Street	Olive Avenue to Yosemite Avenue	NB+SB	YES	47	45	35-44	65%	45	Arterial	45	No	45	45
101	G Street	Yosemite Avenue to Cardella Road	NB+SB	YES	57	55	45-54	60%	50	Arterial	50	Yes	55	55
102	G Street	Cardella Road to Bellevue Road	NB+SB	YES	60	60	45-54	56%	55	Arterial	55	No	55	55
103	G Street	Bellevue Road to Old Lake Road	NB+SB	YES	58	60	48-57	59%	55	Arterial	55	No	55	55
104	Gardner Avenue	Yosemite Avenue to Cardella Road	SB+NB	YES	48	50	35-44	56%	45	Arterial	45	No	45	45
105	Gerard Avenue	N Street to South Highway 59	EB+WB	YES	42	40	34-43	60%	35	Collector	35	Yes	40	40
106	Gerard Avenue	South 59 to Las Brisas Street	EB+WB	YES	42	40	33-42	72%	40	Collector	40	No	40	40
107	Gerard Avenue, East	Parsons Avenue to Coffee Street	EB+WB	YES	39	40	29-38	66%	35	Collector	35	No	35	35
108	Gerard Avenue, East	Coffee Street to Tower Road	EB+WB	YES	46	45	31-40	51%	55	Collector	55	Yes	45	45

No.	Street	Location	Dir.	A. Prevailing Speed data						C. TRAFFIC	Posted Speed Limit	Speed Limit Change?	Recommended Speed Limit	Proposed Speed Limit
				Radar Data	85% Percentile	Percentile (Rounded)	10 mph pace	% In Pace	Posted Speed Limit	Street Classification				
109	Glen Avenue	Yosemite Parkway to Santa Fe Avenue	NB+SB	YES	37	35	29-38	74%	30	Collector	30	Yes	35	30
110	Glen Avenue	Santa Fe Ave to South Bear Creek Drive	NB+SB	YES	36	35	26-35	78%	30	Collector	30	Yes	35	30
111	Grove Road	south limit to Dickenson Ferry Road	NB+SB	YES	59	60	48-57	49%	NP	Collector	NP	Yes	55	55
112	Grogan Avenue	Wardrobe Avenue to West Avenue	EB+WB	YES	48	50	34-43	63%	40	Collector	40	Yes	45	45
113	Joerg Avenue	El Portal Drive to Yosemite Avenue	SB+NB	YES	35	35	23-32	70%	25	Local	25	Yes	35	30
114	Kibby Road	Childs Avenue to Highway 140	SB+NB	YES	48	50	37-46	69%	45	Collector	45	Yes	50	50
115	Lopes Avenue	Thornton Road to West Avenue	EB+WB	YES	41	40	32-41	49%	30	Local	30	Yes	40	35
116	Loughborough Drive	Mistwood Drive to Olive Avenue	NB+SB	YES	34	35	24-33	73%	30		30	Yes	35	30
117	Loughborough Drive	Olive Avenue to Austin Avenue	EB+WB	YES	34	35	25-34	80%	35	Collector	35	No	35	30
118	Loughborough Drive	Austin Avenue to R Street	EB+WB	YES	36	35	27-36	74%	35	Collector	35	No	35	30
119	Loughborough Drive	R Street to M Street	EB+WB	YES	37	35	28-37	77%	30	Collector	30	Yes	35	35
120	M Street	Childs Avenue to 16th Street	NB+SB	YES	36	35	25-34	72%	30	Collector	30	Yes	35	30
121	M Street	16th Street to North Bear Creek Drive	NB+SB	YES	35	35	27-36	73%	35	Arterial	35	No	35	35
122	M Street	North Bear Creek to Olive Avenue	NB+SB	YES	42	40	34-43	71%	35	Arterial	35	Yes	40	40
123	M Street	Olive Avenue to Yosemite Avenue	NB+SB	YES	47	45	37-46	62%	40	Arterial	40	No	40	40
124	M Street	Yosemite Avenue to Cardella Road	SB+NB	YES	48	50	37-46	65%	40	Arterial	40	Yes	45	45
125	M Street	Cardella Road to Bellevue Road	NB+SB	YES	46	45	37-46	57%	40	Arterial	40	Yes	45	45
126	Macready Drive	Grogan Avenue to Grogan Avenue	NB+SB	YES	33	35	20-29	64%	25	Local	25	Yes	30	25
127	Main Street	V Street to O Street	EB+WB	YES	31	30	21-30	68%	30	Collector	30	No	30	30
128	Main Street	O Street to MLK Jr Way	EB+WB	YES	26	25	15-24	73%	30	Local	30	No	30	30
129	Main Street	MLK Jr Way to G Street	EB+WB	YES	34	35	25-34	72%	30	Collector	30	Yes	35	30
130	Main Street, East	G Street to Yosemite Parkway	EB+WB	YES	44	45	32-41	59%	40	Collector	40	No	40	40
131	Mansionette Drive	Yosemite Avenue to Mercy Avenue	NB+SB	YES	38	40	28-37	71%	35	Collector	35	Yes	40	35
132	MLK Jr Way	13th Street to 21st Street	NB+SB	YES	29	30	20-29	71%	30	Local	30	No	30	30
133	Mckee Road	Alexander Avenue to Olive Avenue	NB+SB	YES	43	45	35-44	74%	40	Collector	40	Yes	45	40
134	Mckee Road	Olive Avenue to North City Limit (Yosemite Avenue)	NB+SB	YES	48	50	39-48	66%	40	Collector	40	Yes	50	45
135	Meadows Avenue	Devonwood Drive to Olive Avenue	NB+SB	YES	30	30	22-31	78%	25	Local	25	No	25	25

No.	Street	Location	Dir.	A. Prevailing Speed data						C. TRAFFIC	Posted Speed Limit	Speed Limit Change?	Recommended Speed Limit	Proposed Speed Limit
				Radar Data	85% Percentile	Percentile (Rounded)	10 mph pace	% In Pace	Posted Speed Limit	Street Classification				
136	Meadows Avenue	Olive Avenue to Loughborough Drive	SB+NB	YES	33	35	25-34	66%	30	Local	30	Yes	35	30
137	Merced Avenue	Parsons Avenue to Motel Drive	EB+WB	YES	37	35	27-36	73%	35	Local	35	No	35	35
138	Merced Avenue	Coffee Street to east city limits (Sable Street)	EB+WB	YES	36	35	27-36	67%	NP	Local	NP	Yes	35	35
139	Mission Avenue	Coffee Street to east city limits (Tower Road)	EB+WB	YES	57	55	35-44	32%	NP	Local	NP	Yes	55	55
140	Motel Drive	Childs Avenue to Yosemite Parkway	EB+WB	YES	52	50	39-48	61%	40	Local	40	Yes	50	45
141	N Street, South	Gerard Avenue to Childs Avenue	NB+SB	YES	39	40	30-39	68%	35	Local	35	No	35	35
142	N Street	Childs Avenue to 13th Street	NB+SB	YES	36	35	24-33	68%	30	Local	30	Yes	35	30
143	O Street	13th Street to 18th Street	NB+SB	YES	30	30	20-29	74%	30	Local	30	No	30	30
144	Olive Avenue	Highway 59 to Meadows Avenue	EB+WB	YES	43	45	33-42	63%	45	Arterial	45	No	45	45
145	Olive Avenue	Meadows Avenue to G Street	EB+WB	YES	45	45	37-46	52%	45	Arterial	45	No	45	45
146	Olive Avenue, East	G Street to Lincoln Avenue	EB+WB	YES	43	45	34-43	65%	40	Arterial	40	Yes	45	40
147	Olive Avenue, East	Lincoln Avenue to McKee Road	WB+EB	YES	41	40	32-41	70%	40	Arterial	40	No	40	40
148	Olive Avenue, East	McKee Road to east city limit (Larkspur Avenue)	EB+WB	YES	49	50	38-47	73%	40	Arterial	40	Yes	45	40
149	Olivewood Drive	M Street to R Street	WB+EB	YES	29	30	21-30	77%	35	Local	35	Yes	30	30
150	Olivewood Drive	R Street to Meadows Avenue	WB+EB	YES	36	35	27-36	76%	30	Local	30	No	30	30
151	Park Avenue	Olive Avenue to Alexander Avenue	NB+SB	YES	34	35	26-35	85%	30	Collector	30	Yes	35	30
152	Park Avenue	Alexander Avenue to G Street	NB+SB	YES	35	35	25-34	66%	30	Collector	30	Yes	35	30
153	Parsons Avenue	Coffee Street to Dinkey Creek Avenue	NB+SB	YES	49	50	41-50	72%	45	Collector	45	Yes	50	45
154	Parsons Avenue	Dinkey Creek Avenue to Yosemite Parkway	NB+SB	YES	41	40	31-40	75%	35	Single-Collector, Dual-Arterial	35	Yes	40	40
155	Parsons Avenue	Stretch Road to South Bear Creek Dr	NB+SB	YES	37	35	29-38	64%	35	Local	35	No	35	35
156	Parsons Avenue	North Bear Creek Drive to Alexander Avenue	NB+SB	YES	43	45	34-43	59%	40	Arterial	40	No	40	40
157	Parsons Avenue	Alexander Avenue to Olive Avenue	NB+SB	YES	38	40	30-39	83%	35	Arterial	35	Yes	40	35
158	Parsons Avenue	Olive Avenue to Brookdale Drive	NB+SB	YES	40	40	28-37	74%	40	Arterial	40	No	40	40
159	Parsons Avenue	Brookdale Drive to north city limit (Destiny Drive)	NB+SB	YES	50	50	39-48	71%	40	Arterial	40	Yes	50	45
160	Paulson Road	Yosemite Avenue E to North City Limits	NB+SB	YES	41	40	29-38	66%	40	Collector	40	No	40	40
161	R Street	Childs Avenue to 13th Street	NB+SB	YES	39	40	32-41	69%	35	Collector	35	Yes	40	35
162	R Street	13th Street to 22nd Street	NB+SB	YES	34	35	22-31	76%	35	Collector	35	No	35	35

No.	Street	Location	Dir.	A. Prevailing Speed data						C. TRAFFIC	Posted Speed Limit	Speed Limit Change?	Recommended Speed Limit	Proposed Speed Limit
				Radar Data	85% Percentile	Percentile (Rounded)	10 mph pace	% In Pace	Posted Speed Limit	Street Classification				
163	R Street	22nd Street to North Bear Creek Drive	NB+SB	YES	36	35	28-37	73%	30	Arterial	30	Yes	35	35
164	R Street	North Bear Creek Drive to Olive Avenue	NB+SB	YES	42	40	34-43	80%	40	Arterial	40	No	40	40
165	R Street	Olive Avenue to Yosemite Avenue	NB+SB	YES	44	45	35-44	78%	25	Arterial	25	Yes	45	40
166	Rambler Road	R Street to M Street	WB+EB	YES	30	30	21-30	77%	25	Local	25	No	25	25
167	Rambler Road	M Street to College Green Drive	NB+SB	YES	33	35	25-34	70%	25	Local	25	Yes	30	30
168	S Street	16th Street to 24th Street	NB+SB	YES	29	30	20-29	63%	NP	Local	NP	Yes	30	25
169	San Jose Avenue	Yosemite Avenue to Lehigh Drive	SB+NB	YES	40	40	32-41	69%	40	Collector	40	No	40	35
170	Santa Fe Avenue	G Street to 6th Avenue	EB+WB	YES	38	40	30-39	63%	NP	Local	NP	Yes	40	40
171	Santa Fe Avenue	6th Avenue to Glen Avenue	EB+WB	YES	43	45	33-42	75%	40	Local	40	No	40	40
172	Santa Fe Avenue	Glen Avenue to Stretch Road	EB+WB	YES	45	45	33-42	64%	40	Collector	40	No	40	40
173	T Street	16th Street to 24th Street	SB+NB	YES	27	25	19-28	76%	25	Local	25	No	25	25
174	Thornton Road	Dickenson Ferry Road to Lopes Avenue	NB+SB	YES	59	60	50-59	55%	55	Arterial	55	No	55	55
175	Tower Road	Childs Avenue to Highway 140	NB+SB	YES	45	45	34-43	58%	45	Collector	45	No	45	45
176	University Drive	San Jose Avenue to M Street	WB+EB	YES	30	30	19-28	62%	30	Local	30	No	30	30
177	V Street	West Avenue to 13th Street	NB+SB	YES	40	40	31-40	87%	35	Collector	35	No	35	35
178	V Street	13th Street to 16th Street	NB+SB	YES	30	30	20-29	60%	30	Collector	30	No	30	30
179	V Street	16th Street to 23rd Street	SB+NB	YES	35	35	22-31	67%	30	Collector	30	No	30	30
180	Wardrobe Avenue	Thornton Road to West Avenue	EB+WB	YES	43	45	34-43	68%	40	Collector	40	Yes	45	45
181	West Avenue	south of Childs Avenue	NB+SB	YES	42	40	29-38	60%	35	Collector	35	Yes	40	35
182	West Avenue	Childs Avenue to V Street	NB+SB	YES	42	40	33-42	70%	35	Collector	35	Yes	40	35
183	West Avenue	V Street to 8th Street	NB+SB	YES	38	40	31-40	73%	35	Collector	35	No	35	35
184	Yosemite Avenue	R Street to M Street	EB+WB	YES	44	45	36-45	68%	45	Arterial	45	No	45	45
185	Yosemite Avenue	M Street to G Street	EB+WB	YES	46	45	38-47	64%	45	Arterial	45	No	45	45
186	Yosemite Avenue	Highway 59 to R Street	EB+WB	YES	47	45	38-47	72%	45	Arterial	45	No	45	45
187	Yosemite Avenue	G Street to Paulson Road	EB+WB	YES	46	45	36-45	68%	45	Arterial	45	No	45	45
188	Yosemite Avenue	Paulson Road to Gardner Avenue	EB+WB	YES	43	45	35-44	84%	45	Arterial	45	No	45	45
189	Yosemite Avenue	Gardner Avenue to McKee Road	EB+WB	YES	47	45	37-46	68%	45		45	No	45	45

				A. Prevailing Speed data						C. TRAFFIC				
No.	Street	Location	Dir.	Radar Data	85% Percentile	Percentile (Rounded)	10 mph pace	% In Pace	Posted Speed Limit	Street Classification	Posted Speed Limit	Speed Limit Change?	Recommended Speed Limit	Proposed Speed Limit
190	Yosemite Avenue	McKee Road to east city limit (Lake Road)	EB+WB	YES	56	55	41-50	60%	50	Arterial	50	Yes	55	50



New Roads Since 2017

Centerline ID	Full Street Name
RD-100077	Adobe Court
RD-100114	Mackenzie Court
RD-100147	Gabriel Drive
RD-100313	Marcus Court
RD-100317	Fidalgo Way
RD-100342	Urdaneta Way
RD-100369	Cadiz Avenue
RD-100436	Quesada Drive
RD-100625	Marcus Street
RD-100674	Gabriel Drive
RD-100675	La Habra Street
RD-100733	Pineda Drive
RD-100858	Bastidas Drive
RD-100864	Valverde Drive
RD-104013	Campus Parkway
RD-100915	Dean Court
RD-100975	Sedona Drive
RD-104010	Cinnabar Court
RD-101268	Essex Drive
RD-101478	Zion Canyon Court
RD-101491	Gabriel Drive
RD-101501	Valdes Drive
RD-101541	Callie Street
RD-101635	Valencia Court
RD-101656	Pineda Drive
RD-101688	Grand View Court
RD-101694	Valdes Drive
RD-101742	Explorador Drive
RD-101761	Gabriel Drive
RD-101813	Explorador Drive
RD-101820	Creekview Drive
RD-101879	Brent Court
RD-101981	Bayonet Drive
RD-102010	Gabriel Drive
RD-102011	Eagle Ridge Court
RD-102062	Eagle Ridge Drive
RD-102169	Eagle Ridge Drive

Centerline ID	Full Street Name
RD-102173	Tanner Court
RD-102182	Keng Court
RD-102306	Robledo Way
RD-102323	Sedona Drive
RD-102338	Callie Street
RD-102614	Valdes Drive
RD-102652	Valdes Drive
RD-102654	Fidalgo Way
RD-102659	Galiano Drive
RD-102668	Explorador Drive
RD-102788	Sterling Hill Court
RD-102794	La Habra Street
RD-102856	Rubicon Court
RD-102941	Veronica Court
RD-102958	Gabriel Drive
RD-104011	Elizabeth Court
RD-103041	Barona Creek Court
RD-103149	White Rim Court
RD-103217	Callie Street
RD-103226	Bayonet Drive
RD-103236	Granada Avenue
RD-103262	Moab Rim Court
RD-103283	La Habra Street
RD-103289	Urdaneta Way
RD-103290	Grand Canyon Court
RD-103340	Pineda Drive
RD-103342	Shafer Trail Court
RD-103363	Explorador Drive
RD-103370	Sedona Drive
RD-103394	Callie Street
RD-103399	Valdes Drive
RD-103433	Cortes Drive
RD-103489	Lion's Back Court
RD-103752	La Habra Street
RD-103770	Eagle Ridge Drive
RD-103791	Zorro Way
RD-103793	Veronica Street
RD-103862	Anise Court

Centerline ID	Full Street Name
RD-103863	Clary Court
RD-103865	Scarlet Court
RD-104025	Campus Parkway
RD-101848	Callie Street
RD-100011	Arrow Wood Drive
RD-100075	Wood Creek Court
RD-100098	Emily Court
RD-100152	Valerie Way
RD-100174	Suzanne Drive
RD-100182	Freemark Avenue
RD-100184	Freemark Avenue
RD-100202	Freemark Avenue
RD-100252	Iris Court
RD-100274	Irma Drive
RD-100380	Lacy Lane
RD-100429	Irma Drive
RD-100514	Valerie Way
RD-100556	Terra Corvo Court
RD-100583	Sophie Court
RD-100646	Sami Jo Drive
RD-100724	Jovan Court
RD-100756	Annette Court
RD-100782	Stephanie Drive
RD-100799	Marybelle Drive
RD-100824	Baylee Court
RD-100901	Kelsey Court
RD-100971	Lindsey Lane
RD-100993	Irma Drive
RD-101030	Cinnabar Avenue
RD-101131	Andrea Drive
RD-101176	Lindsey Lane
RD-101178	Andrea Court
RD-101208	Andrea Drive
RD-101226	Sami Jo Drive
RD-101256	Andrea Drive
RD-101456	Jessie Drive
RD-101497	Marybelle Drive
RD-101556	Irma Drive

Centerline ID	Full Street Name
RD-101603	Boulder Creek Court
RD-101623	Bayonet Drive
RD-101699	Irma Drive
RD-101745	Irma Drive
RD-101776	Bayonet Drive
RD-101845	Jennifer Way
RD-101916	Michelle Drive
RD-101921	Athena Drive
RD-101943	Marybelle Drive
RD-102020	Freemark Avenue
RD-102076	Michelle Drive
RD-102317	Valerie Way
RD-102611	Stephanie Drive
RD-102661	Freemark Avenue
RD-102750	Terra Corvo Avenue
RD-102826	Suzanne Drive
RD-102841	Irma Drive
RD-102877	Andrea Drive
RD-103068	Lindsey Lane
RD-103084	Andrea Drive
RD-103106	Athena Drive
RD-103108	Eagle Crest Court
RD-103116	Irma Drive
RD-103157	Suzanne Drive
RD-103195	Suzanne Drive
RD-103219	Caymus Avenue
RD-103227	Benina Court
RD-103345	Andrea Drive
RD-103452	Michelle Drive
RD-103498	Jessie Drive
RD-103507	Marybelle Court
RD-103523	Isabel Court
RD-103535	Michelle Drive
RD-103544	Irma Drive
RD-103627	Stephanie Drive
RD-103738	Freemark Avenue
RD-103820	Freemark Avenue
RD-103854	Freemark Avenue

Centerline ID	Full Street Name
RD-103887	Marybelle Drive
RD-103908	Courtney Court
RD-103956	Freemark Avenue
RD-100467	Bancroft Drive
RD-100520	M Street
RD-102264	Mandeville Lane
RD-103036	Freemark Avenue
RD-103141	Firestone Drive
RD-103144	Arrow Wood Drive
RD-103669	M Street
RD-104189	M Circle
RD-104190	M Circle
RD-104193	M Circle
RD-104194	M Circle
RD-104195	M Circle
RD-104196	M Circle
RD-104197	Caymus Avenue
RD-102261	Jema Way
RD-102982	Jema Way
RD-103315	Athena Drive
RD-100889	Pickworth Court
RD-100508	Bryce Canyon Court
RD-101878	La Habra Street
RD-102014	La Habra Street
RD-102021	Canyonlands Court

Attachment A – Standard Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and _____, a _____, whose address of record is _____ (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to _____, and,

WHEREAS, Consultant represents that it possesses the professional skills to provide _____ services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. SCOPE OF SERVICES. The Consultant shall furnish the following services: Consultant shall provide the _____ services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the _____ or his designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. TIME OF PERFORMANCE. All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "B" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. RESERVED.

4. COMPENSATION. Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an

invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "C". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of \$ _____

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System

(PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, *OT* damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.

- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. PREVAILING WAGES.

a. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Vendor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Vendor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the

execution of this Agreement.

b. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

c. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Vendor from the Department of Industrial Relations. These wage rate determinations are to be posted by the Vendor at the job site in accordance with Section 1773.2 of the California Labor Code.

d. Vendor agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a “public works” as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including; the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional

obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:

BY: _____
Assistant Deputy City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

BY : _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL: _____