

CITY OF MERCED



REQUEST FOR PROPOSAL

For

**Intersection Improvements
at State Route 59 and 16th Street
#CML-5085(040)**

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

Proposals Due by 3:00 pm on December 19, 2016

Project Overview

The City of Merced ("City") is seeking professional engineering services to develop plans, technical specifications and estimate for Intersection Improvements at State Route 59 and 16th Street in Merced. The project proposes to install a new traffic signal, modification to the NB/SB SR-59; and the modification to the EB/WB of 16th Street, including shoulder, earthwork, and striping.

City Background

The City of Merced is a California municipal corporation in the county of Merced, located in the San Joaquin Valley approximately 130 miles southeast of San Francisco. The Golden State Highway (SR 99) runs through the south end of the City which is approximately 23.3 square miles. Its municipal neighbors include Atwater to the north and Chowchilla to the south. Incorporated in 1889, the City has rapidly expanded its' retail growth, adding 750,000 square feet of retail space and has opened the 10th University California campus in September 2005.

Project Background

The City received a CMAQ Grant for preliminary Engineering from the Merced County Association of Governments for the intersection improvements. Highway 59 and W. 16th Street is a 3-leg, stop and yield controlled intersection. The southbound approach consists of one through lane with a right-turn channelizer, the eastbound approach has one left turn lane and a through lane, and the westbound approach has one through lane and one through lane with a yield controlled slip lane. There is an existing Union Pacific Railroad spur that crosses the intersection on the west leg (W. 16th Street), with an "exempt" crossing sign.

The project proposes to install a traffic signal with the same lane configuration. In addition, the project proposes to extend the southbound to northbound SR 59 right turn lane and install decorative median channelization. Please refer to Concept #2 in Appendix B. However, crosswalks on appropriate legs, and class 2 bike lanes along SR 59 and 16th Street are not shown.

The City received a Categorical Exemption / Categorical Exclusion for the project from Caltrans on August 30, 2016.

Traffic analysis for this concept is as follows:

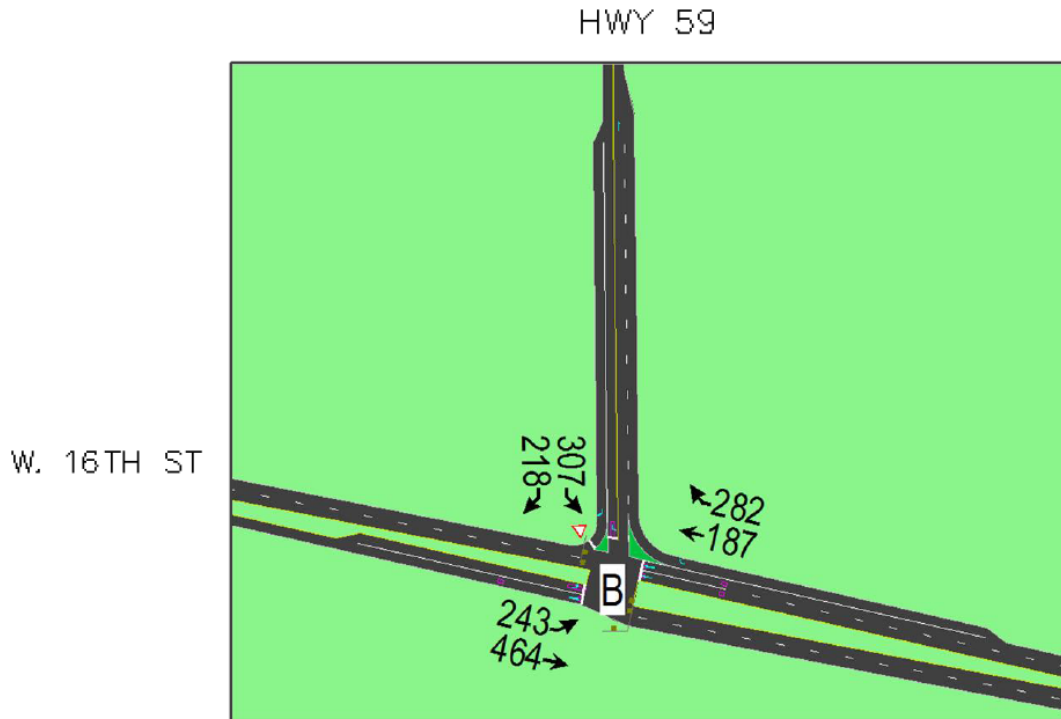


Figure 11: Signalized Concept 2 with Existing Volumes (AM)

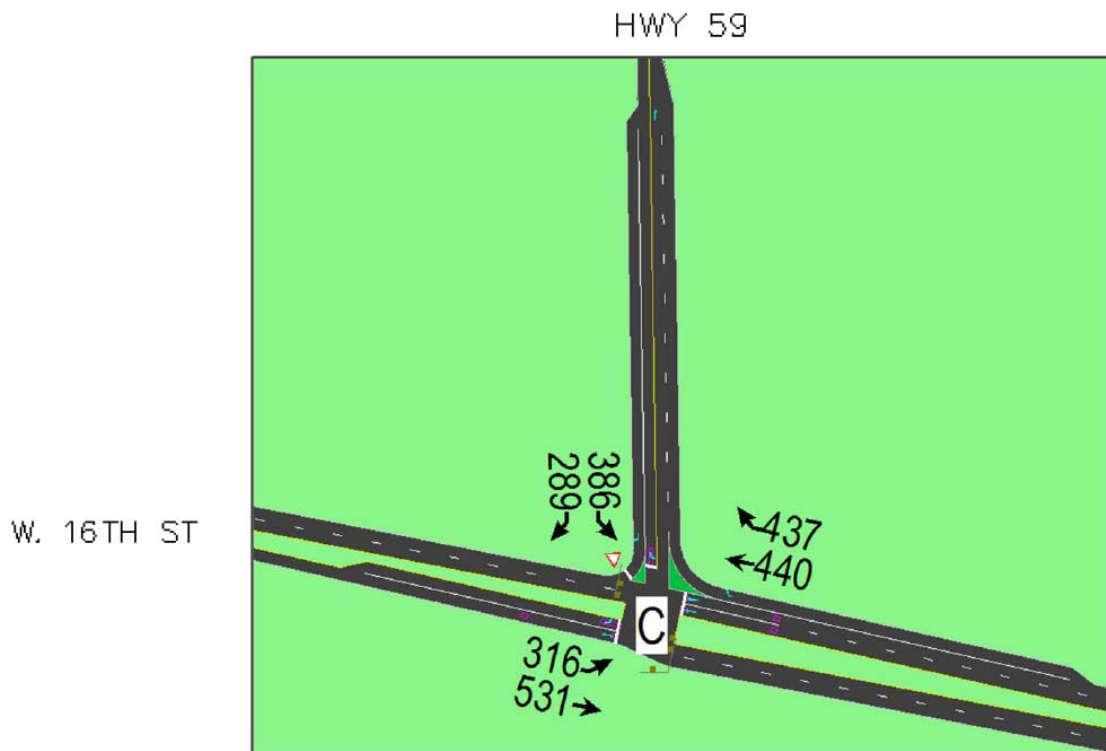


Figure 12: Signalized Concept 2 with Existing Volumes (PM)

Table 4: Traffic Analysis Results – Existing Volumes with Signalized Concept 2							
Peak Hour		Highway 59 Eastbound		W. 16th Street Westbound		Highway 59 Southbound	
		Left	Thru	Thru	Right	Left	Right
AM	Intersection LOS	B					
	Intersection Delay	15					
	Approach LOS	B		B		B	
	Movement Control Delay	22	10	17	0	14	0
	Queue Length 95 th (ft)	153	154	53	50	207	44
PM	Intersection LOS	C					
	Intersection Delay	20					
	Approach LOS	B		B		C	
	Movement Control Delay	33	9	19	0	27	0
	Queue Length 95 th (ft)	238	187	117	62	288	50

Table 6: Year 2035 Volumes						
Peak Hour	Highway 59 Southbound		W. 16th Street Westbound		Highway 59 Eastbound	
	Left	Right	Thru	Right	Left	Thru
AM	456	324	278	419	361	689
PM	574	421	654	649	470	789

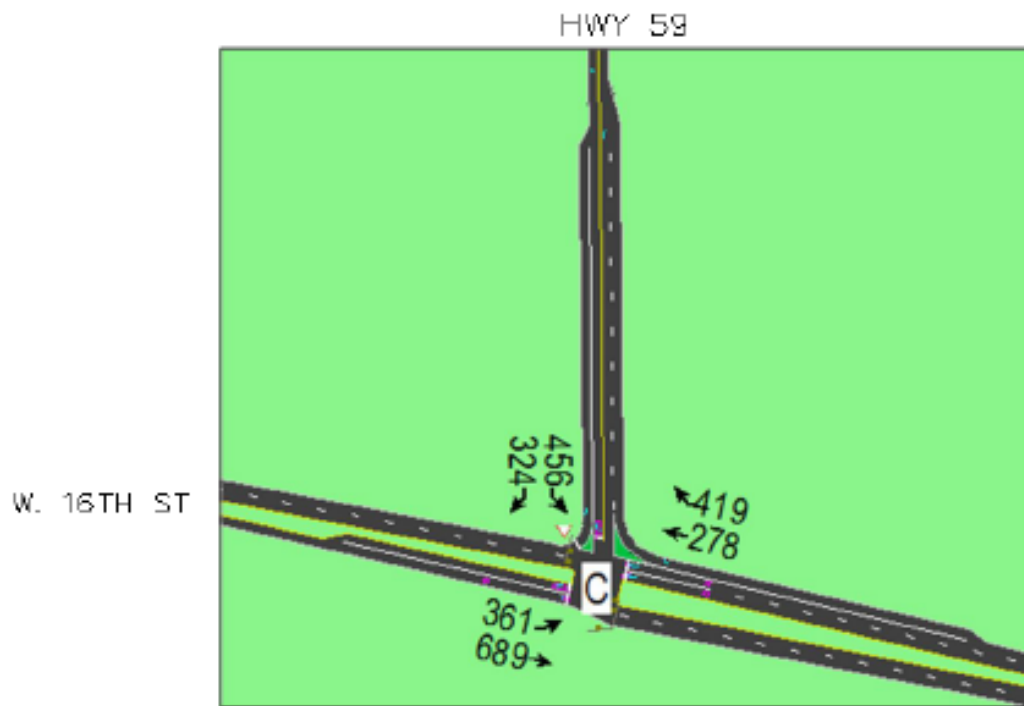


Figure 19: Year 2035 (AM) – Signalized Concept 2

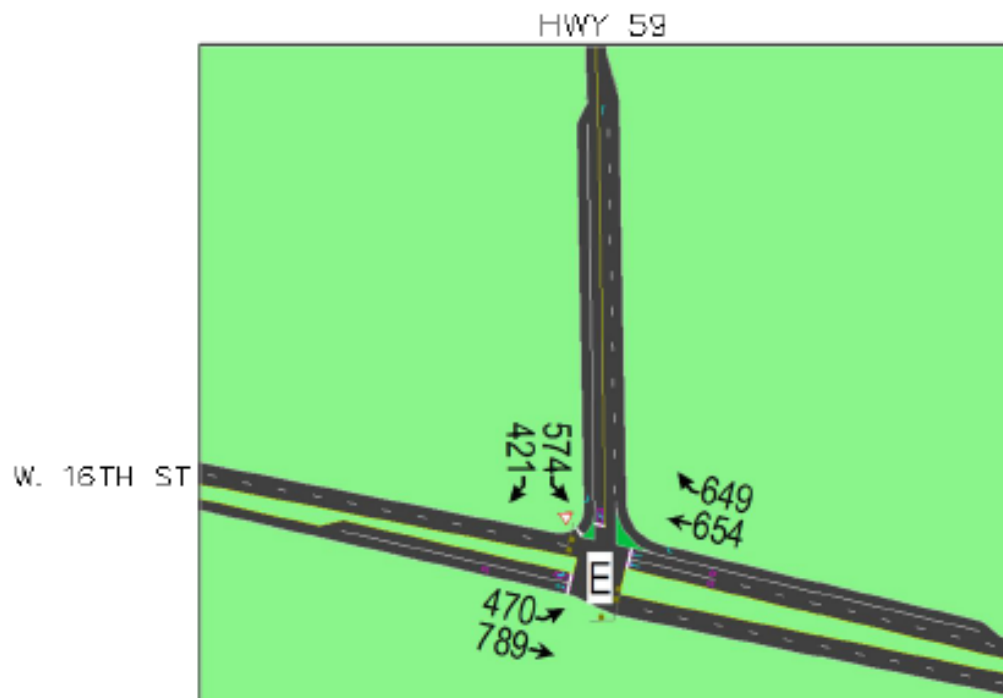


Table 9: Traffic Analysis Results – Signalized Concept 2 with Year 2035 Volumes							
Peak Hour		Highway 59 Eastbound		W. 16th Street Westbound		Highway 59 Southbound	
		LEFT	THRU	THRU	RIGHT	LEFT	RIGHT
AM	Intersection LOS	C					
	Intersection Delay	25					
	Approach LOS	C		B		D	
	Movement Control Delay	36	13	19	0	41	0
	Queue Length 95 th (ft)	284	288	75	60	357	52
PM	Intersection LOS	E					
	Intersection Delay	71					
	Approach LOS	E		C		F	
	Movement Control Delay	119	15	25	0	26	0
	Queue Length 95 th (ft)	392	452	189	211	471	59

This request for proposal is for selection of a professional consultant to complete traffic signal and lighting design, and topographic surveys for the City of Merced, in conformance with the Caltrans Standards. Specific improvements include, but are not limited to, providing safe and accessible curb ramps, traffic signal and lighting poles, traffic detection, pedestrian push buttons, countdown style pedestrian heads, improved pedestrian and bike paths, and emergency / railroad preemption. Implementing these improvements may require relocating utilities, widening asphalt shoulders, and re-striping the roadway.

PART A - Scope of Work

Project Management and Meetings

The Consultant shall attend a kickoff meeting with City staff. The purpose of the meeting will be to finalize the scope of work and schedule, and to discuss any issues to be clarified prior to the start of work. The Consultant shall attend monthly design meetings with the various stakeholders. The Consultant shall prepare Agendas for the meetings, conduct the meetings and distribute minutes of the meetings.

Review/Collect Existing Conditions, Background Studies and Documentation

In July 2015, the City of Merced performed a topographic and boundary survey on the subject site. The City will provide the consultant with an AutoCAD drawing (.dwg) showing all the survey control, a topographic map with 1-foot contours and right-of-way lines.

The Consultant may perform field reviews at the project location and secure or develop additional survey, utility, signing, striping, illumination, roadway, topographic, etc. conditions as well as obtain the existing plans as necessary to complete a topographic base map for the design. The Consultant shall work with the City, local utility companies and public agencies as needed to obtain any existing As-Built, or electronic base map plans.

Traffic Timing Plan

The Consultant shall prepare traffic signal timing plan as necessary to accommodate the proposed improvements. The Consultant shall make recommendations regarding pedestrian walk and clearance intervals, yellow time, all red time, minimum/maximum green times or extensions to accommodate bicyclists and any other pertinent operations or coordination timing considering the surrounding area land uses and consistent with current standards.

Intersection Improvement Design

Consultant shall develop 65%, 90% and Final PS&E as necessary to secure approval for installation of the proposed improvements. At a minimum, the design shall include the following:

- Title Sheet
- General Notes and Legend
- Pertinent Right of Way data
- Existing utility information
- Existing and proposed roadway civil infrastructure. (Median, curb, gutter, drainage, pedestrian ramps, etc.)
- Traffic signal conduit, pullbox, control cabinet, electrical service, pole locations, interconnect, etc. schedules and details
- Rail equipment / conduits
- Existing and proposed signing and striping
- Additional information as necessary to facilitate design review and construction.

Design Submittals

Each design submittal shall consist of a minimum of three sets of 11" x 17" plans, technical specifications and estimates. The design shall also be submitted electronically to allow circulation to various stakeholders for obtaining feedback. Cost estimates, technical specification and proposed bid schedules will not be required for the 65% design, but will be required for each submittal thereafter.

Technical Specifications shall include number of recommended working days to complete, any traffic lane restrictions, specific order of work during construction, provisions for measurement/payment of all bid items and any other provisions that will support construction delivery of the project. Specifications shall be prepared in Microsoft Word and an electronic copy of the final version shall be furnished to the City. Front end boiler plate documents will be completed by the City.

A pavement investigation shall be prepared by a Geotechnical Engineer to recommend subgrade preparation, pipe bedding, compaction requirements, slope stability, drainage, structural section, and other pertinent geotechnical consideration.

The final PS&E shall be submitted in an editable electronic format (AutoCAD, Word, Excel, etc.) as well as hard copies with engineering signatures.

These submittals will also require a Caltrans encroachment permit. The consultant shall propose at what stage is best to initiate this process and shall prepare the necessary documents for the permit.

These submittals will also require a railroad agreement and permit. The consultant shall propose at what stage is best to initiate this process and shall prepare the necessary documents for the agreement and permit.

Advertising and Award of the Project

The Consultant shall prepare responses to questions from Contractors regarding the advertised plans and specifications, and shall prepare Addendums as needed.

Additive Alternate Tasks:

Alternative #1 - Construction Support

The Consultant shall:

- Attend the Construction Kickoff meeting
- Review and approve the Material Submittals
- Respond to RFI's
- Attend up to two field meetings to respond to unforeseen conditions or answer Contractor, Caltrans, Utility, Railroad, Inspector, etc. questions.
- Provide or develop alternate design as/if needed to address the unforeseen condition.

PART B – Contract Terms and Insurance

SPECIAL FEDERAL REQUIREMENTS

This project is being financed with Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds, #CML-5085(040). The CMAQ program was created under the Federal Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and reauthorized under the Transportation Equity Act for the 21st Century (TEA-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU), the Moving Ahead for Progress in the 21st Century Act (MAP-21) and most recently under the Fixing America's Surface Transportation (FAST) Act. CMAQ Funding requires all applicable federal requirements to be upheld.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

Consultants who wish to be considered shall meet the overall DBE goal of **9%** that has been established for this project.

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 Appendix 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 Appendix 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

November 21, 2016	RFP available on City of Merced website
December 7, 2016, 3 pm	Submission deadline for written questions
December 12, 2016	Responses to written questions available on City of Merced website
<i>December 19, 2016, 3 pm</i>	<i>Technical and Sealed Cost Proposals Due</i>
January 16, 2017	Recommendation to City Council

PART E - Submittal Process

1. Applicant questions: All questions regarding the RFP shall be submitted in writing no later than 3:00 p.m. per the attached schedule to Theron Roschen, at roschent@cityofmerced.org. Questions and responses will be posted within on the Merced City website per the attached schedule.
2. Submittal Deadline: Monday, December 19, 2016, at 3:00 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 Theron Roschen at roschent@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 City Engineer Theron Roschen at roschent@cityofmerced.org, or (209) 385-6846.

PART F - Proposal Content

The proposal should include the following:

1. **FIRM OR PERSON INTRODUCTION:** including information such as form of organization, 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. Include name, email address and phone number for the firm's contact person.
2. **APPROACH:** the person or firm's project management practices, methodologies and processes.
3. **PROJECT EXPERIENCE:** listing specific experience that is related to the type of service required by the Complete Streets Intersection Improvement project design. Project experience should list the type of work provided with the client contact information for each project. If Sub-Consultants are proposed, include information on joint work, if any, and their roles in those projects.
4. **WORK PLAN:** detailed work plans with estimated hours by task by job title for the project.
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 include their resume showing experience in pedestrian pathways, utility relocation, traffic signal design and traffic signal operational analysis. Include an organizational chart for this project.
6. **REFERENCES:** Provide client references, for all similar projects in the past five (5) years, that have working experience with the project team and companies proposed for assignment to this project. Furnish the name, title, address and telephone number of the person(s) at the client reference who is most knowledgeable about the work performed and can comment on the professional qualifications/expertise of the staff.
7. **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.
8. **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.
9. **PROFESSIONAL FEES:** Include standard hourly fees and total charges by task. 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.

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 projects. (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 – Standard Professional Services Agreement
Appendix B – Concept Layout**

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 201_, 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, or 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. 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.

12. **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.

13. **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.

14. **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.

15. **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.

16. 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.

17. 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.

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

19. 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.

20. 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.

21. 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:
JOHN M. BRAMBLE, CITY CLERK

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: _____

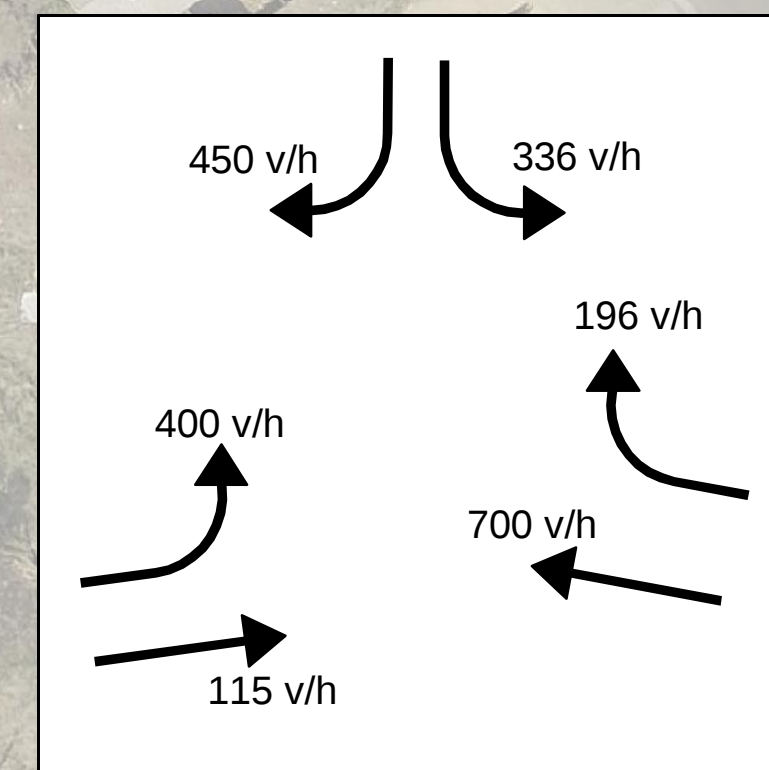
TELEPHONE: _____

FAX: _____

E-MAIL: _____

CONCEPT #2

APPROXIMATE
PM VOLUMES



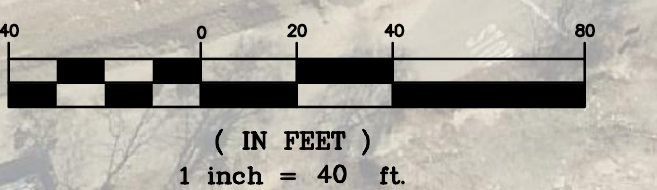
HIGHWAY 59

HIGHWAY 59

W 16TH STREET



GRAPHIC SCALE



CITY OF MERCED



December 12, 2016

ADDENDEUM NO. 1

to

REQUEST FOR PROPOSAL

For

**Intersection Improvements
at State Route 59 and 16th Street
#CML-5085(040)**

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

TO ALL PROSPECTIVE BIDDERS:

Request for Information #1:

As part of the Intersection Improvement Design it is indicated that “interconnect” be included. Can the City clarify if this is referring to 1) interconnect between the proposed traffic signal and the Railroad controller, 2) interconnect between the proposed traffic signal controller and another existing traffic signal (specify the signal location), 3) both one and two?

Response #1:

Interconnect shall be included between the proposed traffic signal and the Railroad controller. The conduit runs to the Advance Detections shall provide the capability for future Interconnect cabling.

Request for Information #2:

As part of Alternative #1 the City Desires that the scope of work include “alternative design as/if needed to address unforeseen condition”. Can the City provide additional guidance as to the level of effort that the City may be expecting for this task?

Response #2:

The City will rely on the expertise of the design consultant to examine the intersection for any and all possible design scenarios and conflicts. The City desires design consultants to propose remedies and solutions to unforeseen conditions that are not shown in the conceptual layout. Alternatives shall be outlined in proposals with optional fee sections.

Please note: The proposal due date has not changed. All proposals are due by 3:00 pm on December 19, 2016.

END OF ADDENDUM



Theron Roschen, PE - Civil
City Engineer