

CITY OF MERCED
Development Services

TO: Bicycle Advisory Commission
FROM: Bill King, Principal Planner
DATE: August 23, 2016
SUBJECT: Bicycle Advisory Commission Subcommittee Status Report

ACTION REQUIRED:

Discuss subcommittee's activities and conclude work as appropriate.

BACKGROUND

To further the work of the City's Bicycle Advisory Commission (BAC) during the time between their regular meetings, several temporary working subcommittees have been formed. This report lists and provides a status report of these committees.

1. Downtown Sharrow Education

Established: 4-28-15. Status: Open (recommend to disband subcommittee)

Members: Comeyne and Kayser-Grant

Purpose: To develop a public education approach so that cyclists use the street and not the sidewalk, and let that progress so that sharrows can be installed on M Street where cyclists are prohibited on the sidewalk.

Recommendation: Suspend any education work until the sharrow markings have been reapplied.

2. Active Transportation/Safe Routes to School Focus Group

Established: 10-27-15. Status: Open (recommend to disband subcommittee)

Members: Kayser-Grant and Palma

Purpose: To guide development of the project scope-of-work.

Recommendation: The Active Transportation/Safe Routes to School (ATP/SRTS) RFP has been distributed to prospective consultants. This subcommittee is no longer needed and should be disbanded.

3. Cyclist Counts Options

Established: 10-27-15. Status: Open (recommend to disband subcommittee)

Members: Hicks and Tyler

Purpose: To scope needs and alternative methods of how to conduct a count of cyclist and pedestrians.

Recommendation: The consultant for the ATP/SRTS Plan will propose and take the lead to perform the counts. This subcommittee is no longer needed and should be disbanded.

4. Reduced Lane Width Assessment

Established: 10-27-15. Status: Open (recommend to disband subcommittee)

Members: Hicks

Purpose: To examine potential ramifications of reduced lane widths.

Recommendation: The consultant for the ATP/SRTS Plan will propose and take the lead to perform this assessment. This subcommittee is no longer needed and should be disbanded.

5. Bear Creek Pathway Information Sharing

Established: 12-8-15. Status: The subcommittee concluded its work on 2-23-16.

Members: Hothem, Kayser-Grant, and Tyler

Purpose: To update the City Council as to the actions of the BAC concerning the Bear Creek Pathway project.

6. Annual BAC Report to City Council

Established: 2-23-16. Status: Open

Members: Hicks, Hothem, and Kayser-Grant

Purpose: Met with City Department Heads and prepared a report for review by the City Council.

Recommendation: Discussions with various departments have occurred. Another meeting with the new City Engineer, Theron Roschen, will be occurring in the near future. A final meeting with the City Manager is recommended.

Attachment

A. ATP/SRTS RFP

REQUEST FOR PROPOSALS
ACTIVE TRANSPORTATION/SAFE ROUTES TO SCHOOL
PLAN

-- CITY OF MERCED --

August 5, 2016

REQUEST FOR PROPOSALS - OUTLINE

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I. PROJECT OVERVIEW

The City of Merced requests proposals from qualified consulting firms to partner with the City of Merced Planning Staff to prepare an “Active Transportation Planning/Safe Routes to School” Plan (*ATP/SRTS Plan*), and related documents generally described under ***Project Goal/Key Objectives*** (below), consistent with our approved scope-of-work with Caltrans (Attachment A).

Project Goal/Key Objectives: With the advent of Caltran’s new approach to funding ATP-related projects, and corresponding end of the Bike Transportation Account (BTA), the 2013 Bicycle Transportation Plan (BTP) needs to be updated to create a comprehensive *ATP/SRTS Plan*. The City of Merced aims to do this, emphasizing four key objectives:

- Significant agency staff engagement and public input;
- extensive identification and vetting of projects and programs to advance ATP in the City of Merced; and
- a plan driven by current and applicable data (see Section IIC).

The successful consultant will propose a strategic approach and arrangement of the scope's specific tasks that will best achieve the project goal and key objectives.

Funding: The Project is made possible by a grant from Caltrans. The total cost of the project is \$206,885, which is comprised of a \$134,475 award from Caltrans and \$72,410 in local funds/in-kind service. The total amount set-aside for consultant costs is \$108,000.

Timeline: The official grant start date is July 1, 2016; the end date is June 30, 2019. The City aims to complete the project by June 30, 2018, one year earlier than that allowed by the grantor. A detailed project timeline based on the project scope of work has been prepared (Attachment B). As noted above, the consultant may alter the order and timing of the tasks and sub-tasks, so long as the start and end dates remain as described above.

LIST OF TECHNICAL REPORTS

Technical Reports (TR) prepared in the process of developing the City’s ATP/SRTS Plan serve multiple purposes. These include: (1) will be shared with the TAC and CAC for purposes of education, or to obtain their review and input; (2) as project benchmarks; (3) will inform efforts to select and prioritize projects and programs; and, (4) to serve as text for various sections of the Plan. Below, TR’s tagged with **(CITY)** will be prepared by the City of Merced and its agency partners, while all others are written by the City’s project consultant.

Technical Report #1: “Consistency Assessment Report” (CITY)

Technical Report #2: “Existing ATP Policies Report” (CITY)

Technical Report #3: “Existing Bike and Pedestrian Trips Report”

Technical Report #4: “Existing and Proposed Land Use Patterns Report” (CITY)

Technical Report #5: “Existing Bicycle and Transportation Facilities and Wayfinding Signs Report” (CITY)

Technical Report #6: “Existing End-of-Trip Bike Parking Report”

Technical Report #7: “Existing Bicycle and Pedestrian Multi-modal Connections Report” (CITY)

Technical Report #8: “Existing Local ATP/SRTS Hazards Report”

Technical Report #9: “Accident Data Report” (CITY)

Technical Report #10: “Existing ATP Enforcement, Education, Engineering, Evaluation, and Encouragement Programs Report”

Technical Report #11: “Existing ATP Maintenance Policies and Procedures Report”

Technical Report #12: “Past Expenditures Report” (CITY)

Technical Report #13: “Anticipated Revenue Sources Report”

Technical Report #14: “Financial Needs Assessment Report”

Technical Report #15: “Low-Cost Improvements and Safety Countermeasures Report”

Technical Report #16: “Actions to Mitigate Safety Hazards Report”

Technical Report #17: “Potential Projects and Programs Report”

Technical Report #18: “Prioritization Methodology Report”

Technical Report #19: “Site Feasibility Report”

Technical Report #20: “Mitigating Hazards of Potential ATP Projects Report”

Technical Report #21: “Cost Benefit Analysis Report”

Technical Report #22: “Prioritized Projects and Programs Report”

II. PROJECT DESCRIPTION

A. City Staff Coordination

The Consultant will coordinate efforts with the City Planning Division Staff. Duties and responsibilities are detailed in the project scope of work (Attachment A).

B. Key Deliverable of the Project

Overview

The purpose of the *ATP/SRTS Plan* is to increase active transportation modes of transportation throughout the City and its future growth area, but particularly where Disadvantaged Communities are concentrated. This will be accomplished through the establishment of a list of high value pedestrian and bikeway projects that will be identified, selected and prioritized through extensive community engagement and technical review. The project will be managed by City Planning Staff, with assistance from a consultant on specific tasks. The work is funded and guided through a grant award from Caltrans.

Anticipated Outcomes

Project Feasibility: The projects will be politically, fiscally and physically feasible, and, to the degree possible and supported by the grant, Staff will have completed the greatest extent of environmental clearance for said projects as possible.

Disadvantaged Community: The *STP/SRTS Plan* seeks to provide direct meaningful and assured benefits to Merced’s Disadvantaged Communities (DC). To maximize value, functionality and level of benefit to its Disadvantaged Communities (DC), the *ATP/SRTS Plan* will focus on providing connectivity to and within downtown Merced.

Funding: The *ATP/SRTS Plan* will be crafted following the project Scope of Work (Attachment A) to enable the City to competitively seek future project/program-related grants.

Increased Active Transportation: In general, the citywide *ATP/SRTS Plan* would increase ATP use across the spectrum of user types, with greatest increases anticipated by commuters and students. The one-year projection of increased use is 3% (250) above existing, and a 15% (1,152) increase after five years. With its smaller block design, variety of land uses, higher percentage of low-income residents, and the plan’s focus to remove physical barriers between downtown and other areas of the City, great gains in increased ATP travel are anticipated to occur in areas between Central Merced and surrounding neighborhoods.

Increases in ATP travel are also anticipated in the neighborhoods adjacent to Merced College (pedestrian and bikes), and UC Merced (mostly bicycle).

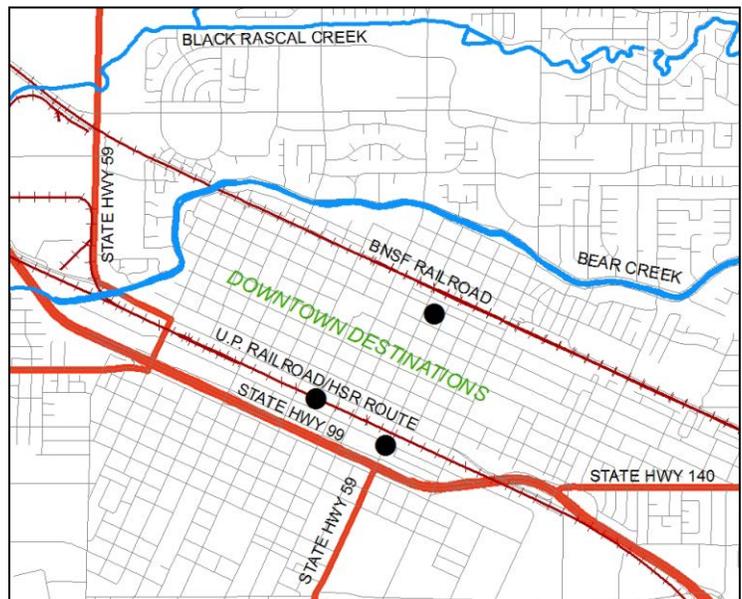
Health-Based Outcomes: The proposed project will enhance public health by improving and creating new environments conducive to physical activity. This is especially important in the City of Merced where there is a high risk factor for obesity, physical inactivity, and asthma. More active modes of transportation such as walking and biking will become a more viable option to disadvantaged communities in the central, south and eastern sections of the city to access shopping centers, jobs, schools, recreational areas, and other neighborhoods.

Geographic Scope of ATP

The geographic scope of the *ATP/SRTS Plan* includes the entire City of Merced plus its growth area, together with its numerous schools, employment zones, transit, public buildings, parks and residential areas.

Challenge and Opportunity Areas

Central Merced: A focus of the plan will be connecting Central Merced to surrounding neighborhoods. The *ATP/SRTS Plan* includes a systematic method for identifying and prioritizing new walking and bicycling routes to and from Central Merced which contains high concentrations of dense housing, employment zones, the future downtown high-speed rail (HSR) station and other transit stations. Central Merced is also characterized by extensive barriers in the form of creeks, railroads, freeways and a future HSR line. Central Merced and nearby neighborhoods are also where the City’s three disadvantaged communities (DC) overlap.



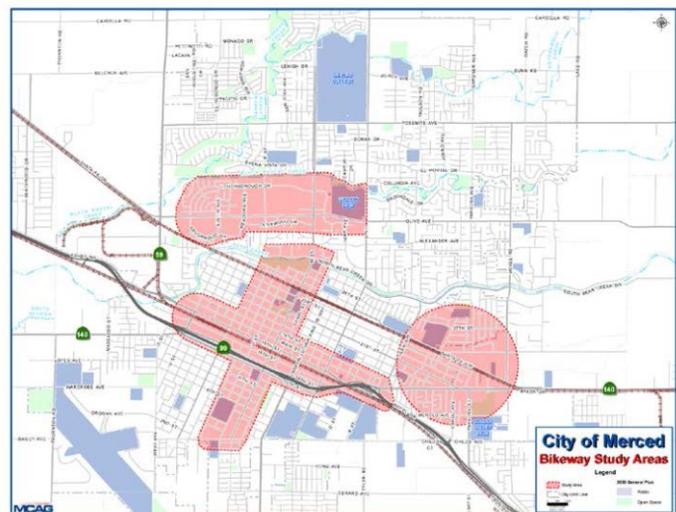
The ATP/SRTS planning effort will seek opportunities and ways to close gaps and remove barriers in Active Transportation infrastructure. As ATP connectivity between neighborhoods and Central Merced improves, the value of existing ATP infrastructure in these neighborhoods will increase. With development of the high-speed rail station in downtown, the use of all ATP improvements in Central Merced will increase.

Planning for corrective actions in Central Merced and adjacent neighborhoods would result in significant increases in ATP travel along with direct benefits to the City’s DCs. The identification, selection and ultimate construction of *ATP/SRTS Plan* improvements will enable increased biking and walking due to anticipated increases in: 1) comfort and safety; 2) connectivity to transit stations, including the downtown high-speed rail station; 3) connectivity between homes and employers including City, County and UC Merced administrative offices; and 4) safe-routes to schools (58% of the total number of schools in the City). Implementation of the plan will provide DC’s with direct access to pedestrian and bicycle routes to the center of downtown where many jobs, events, and transit connections (Greyhound, Amtrak, public transit, and future HSR) exist. New bikeways, sidewalks and programs will enable large sections of the DC to access downtown employment areas, and to local schools, public parks, grocery stores, schools, and community centers throughout the City.

Arterial Roads: Currently, marginal ATP travel occurs along narrow arterial roads characterized by congestion and/or high speeds and narrow bikeways. These uncomfortable conditions are amplified at choke-points (creek bridges, railroad crossings, and freeway tunnels) in many cases leaving no space for ATP travelers. Many cyclists ride on sidewalks, creating conflicts with pedestrian travelers. The ATP will examine active transportation route options ranging from pedestrian bridges and/or tunnels, road-diets, modified intersection design, bicycle boulevards on local streets, and multi-use sidewalks.

Previously Identified Study Areas: The *ATP/SRTS Plan* will build upon the 2013 Bicycle Transportation Plan’s identification of assessing several zones in the City that experience active transportation infrastructure deficiencies (pink areas on map). As with other prospective projects, the *ATP/SRTS Plan* planning process will craft feasible and cost-effective solutions for these sites, which were listed and ranked in the *2013 BTP*:

- Rank #3: 1) Bikeways Options along Olive Avenue; 2) Access to GVHS from the north; and 3) Bikeways Options along 16th Street;
- Rank #4: O Street Bike Boulevard
- Rank #6: Crossing at G Street and Cottonwood Creek
- Rank #14: Canal Street Bike Boulevard
- MLK side street crossings



C. Project Process Overview

The City Staff will prepare the project RFP and seek Council selection of the consultant. The Project Scope of Work (Attachment A), provides a detailed description of the envisioned tasks and roles of the City and Consultant to prepare the project deliverables (Attachment A).

The City’s *2013 Bicycle Transportation Plan* will form the foundation upon which the *ATP/SRTS Plan* will be built by adding new components and updating prior data. Significant additions include: 1) a hefty set of project selection filters; 2) a focus to resolve commuting (walking or bicycling) challenges, notably multiple physical barriers between Central Merced and adjacent neighborhoods; 3) identification of ATP connectivity needs to Merced’s planned high-speed rail station; 4) identification of safe-routes to school priorities; 5) projects selected under the broad ATP goals; and 6) listing of cost-effective, feasible and “shovel ready” projects.

D. Public Outreach

An objective of the project is for an informed community to be engaged in the process, and to support and utilize the end product. Both City Staff and the Consultant have Public Outreach duties, which are detailed in the Project Scope of Work (Attachment A). The community engagement for the *ATP/SRTS Plan* will be extensive. The City will pursue a coordinated and collaborative public outreach effort with a wide array of participants, including:

- Community Stakeholders
- Government Stakeholders
- a Citizen-based Advisory Committee
- a Technical Advisory Committee

Generally, City Staff will be proactive in distributing and making project-related documents available to the community through a variety of outreach methods, including: 1) local newspaper features; 2) easy to follow and interactive project activity information on the City’s Project Website; 3) project event notices on monthly utility bills; and, 4) local radio announcements/discussion.

Formal Groups

Community Stakeholders and Individuals: Merced Mariposa Asthma Coalition; Building Healthy Communities; Downtown Neighborhood Association; Merced Bicycle Coalition; and Chambers of Commerce.

Government Stakeholders: To maximize involvement from affected local jurisdictions, the City will identify and engage the following: Merced City School District; Weaver Union School District; Merced Union High School District; UC Merced; Merced College; City Departments including Engineering,

Police, Fire and Recreation; Merced County Association of Governments; Caltrans, Merced County Roads Division; and, the Merced County Public Health Department.

Advisory Citizen-based Advisory Committee: Stakeholders, members of the Disadvantaged Community (DC); and at-large residents will make-up the Advisory Citizen-based advisory Committee, and play a collaborative role in review and development of the *ATP/SRTS Plan*. The Citizen-based Advisory Committee is envisioned to have approximately 15 members and selected by City Staff .

Technical Advisory Committee: Looking forward to the implementation stage of projects identified in the *ATP/SRTS Plan*, membership will include City and County Engineering, Merced County Association of Governments, City of Merced Police Department, City of Merced Public Works Department, City of Merced Recreation and Parks. The TAC is envisioned to have approximately 8 members and selected by City Staff.

Community at-large

In addition to these groups, numerous public meetings will draw a forecasted 500 citizens from various sectors of the community over the course of the project. The Comprehensive *ATP/SRTS Plan* will address all ages of pedestrians and bicyclists who can commute to work or school. Through public workshops and meetings, these populations will contribute their ideas and suggestions while being informed about project feasibility, cost-effectiveness and a broad range of alternatives including low cost and proven safety countermeasures. Mercedians will be encouraged to shift to active modes of transportation.

A key community engagement task is the creation a Disadvantaged Community (DC) Outreach Strategy. The objective of the strategy is to attain a high public engagement target of 75% DC members to attend workshops and advisory committee meetings. This means an extensive and sustained public outreach effort to solicit input from those who historically have been left out of the planning process.

Disadvantaged Communities include: (1) K- 8 students; (2) high school and post-secondary schools; (3) Hmong and Latino Communities; (4) low-income residents; and (5) disabled individuals. Reaching out to DC will include expanding mutually supportive partnerships that presently work with DC communities, such as Building Healthy Communities, United Way and Central California Regional Obesity Prevention Program.

Public Meeting Logistics

All community meetings (except for the 3 formal public hearings and 7 TAC meetings) will have translator services in Hmong and Spanish available, and be accessible by transit. All 6 public workshops and 8 citizen advisory committee meetings will occur in the evening, or on the weekends. Where feasible, child care services will be provided. Formal public hearings, TAC meetings and the Citizen’s Advisory

Committee meeting will occur at the centrally located Merced Civic Center. Workshops concerning SRTS will be held at local school facilities. Various stakeholder meetings and workshops will be held at neighborhood community centers located throughout the City. Notices in English, Spanish and Hmong will be displayed on the project website, the City’s facebook page, at local libraries, area schools, transit stations, and in neighborhood and business association newsletters. Radio announcements, newspaper articles and inserts in utility billing are also planned.

E. Environmental Review

City Staff will prepare necessary CEQA documents. The effort to prepare a *ATP/SRTS Plan* is consistent with the direction provided for in the *Merced Vision 2030 General Plan*, and will lead to improvement of various environmental conditions. Unless significant project impacts are identified, Staff anticipates the preparation of a negative declaration, possibly with mitigation measures where appropriate.

III. PROJECT INFLUENCES

The approach, content, and emphasis of the Project are influenced by local documents and state (grantor) objectives.

A. Supportive Local Planning Documents

The *ATP/SRTS Plan* will be built on prior “programmatic” planning efforts of the City including the *Merced Vision 2030 General Plan*, the City’s *2012 Climate Action Plan*, and the *Bellevue Community Plan*. These documents include high-level goals, policies and direction in support of “Complete Streets” and active transportation, especially as they relate to the safety of our citizens, the reduction of traffic congestion, clean air resources and reduced greenhouse gas emissions, and building healthy communities. As part of the process to develop the *ATP/SRTS Plan*, Staff will prepare a “consistency report” of these and other related planning documents, such as the Regional Transportation Plan, Programmatic CAP and the Merced Municipal Code, paying particular attention to existing bike and pedestrian related policies.

B. Project Grantor (State) Expectations

The project deliverables expected by the grantor are described in the project scope of work (Attachment A). The funds are available through Round II of the ATP program. The project will be subject to the requirements of Caltrans for this project.

IV. PROJECT TIMELINE, BUDGET AND TASKS

The Project timeline and budget is set by terms of the agreement between the City and Caltrans.

A. Project Timeline

The project start date and end date is July 1, 2016, and June 30, 2018. A draft project timeline has been crafted (Attachment B). Staff welcomes and anticipates that consultant proposals will modify the details of this timeline, notably the interplay of sub-tasks and the involvement of the TAC and CAC. Due to City Staffing needs, the two-year timeframe will not be shortened.

B. Budget

The Project is made possible by a grant from Caltrans. In this case, all funds will be state funds; no federal funds will be utilized. Total grant funds allotted to consultants to work on this project amount to \$108,000.

Task A - Project Startup Activities

Task B - Agency Collaboration

Task C - Community Engagement

Task D - Existing Physical Conditions Assessment

Task E - Existing Cultural Conditions Assessment

Task F - Funding ATP/SRTS Projects and Programs

Task G - Visioning ATP/SRTS Projects and Programs

Task H - Project Filter Tools and Prioritization

Task I - Plan Projects, Programs, Implementation and Maintenance

Task J – Grant Administration

C. Tasks

A detailed scope-of-work is included in Attachment A, and is based on the City’s approved contract with Caltrans. It includes the minimum extent of work; the consultant may add other tasks as desired. A competitive consultant will fully detail how their firm will approach, perform accomplish each task, and arrange the sub-tasks to best achieve the goal and objectives of the project.

V. REQUESTED CONSULTANT SERVICES

A. Preferred Consultants

Proposals must present a team approach with City Staff and include all deliverables in the proposal.

B. Milestones/Key Deliverables/Responsibilities

The detailed Project Scope-of-Work describes deliverable and responsibilities (Attachment A).

C. Expertise

The most competitive consultant will be made up of a multi-disciplinary team whose goal is to create high-quality deliverables, and who clearly demonstrate that they have assembled individuals with expertise that can produce the desired end-products.

The competitive consultant will demonstrate that the assembled team:

- has prepared ATP/SRTS Plans, especially those funded through Caltrans;
- can successfully complete all the tasks listed in the scope of work;
- has excellent public engagement skills; and,
- has the experience necessary to craft, both technically and politically, an implementation plan that works for the City of Merced.

D. Required Meetings

Consistent with the grant from Caltrans, the following meetings need to be folded into the project scope-of-work:

- 1 Project Kick-off meeting with City Staff
- 6 Public Workshops *
- 8 Citizen Advisory Committee meetings (Note: One of these meetings is the “orientation meeting” that the consultant does not need to engage in)
- 7 Technical Advisory Committee meetings
- 2 Meetings with the City Planning Commission, and 1 with the City Council (Note: The consultant is not expected to prepare for or attend these meetings).

* In late August 2016, Staff will hold 4 half-day public SRTS workshops (3 walk audits and 1 bike audit). The consultant scope of work should include at least 2 public workshops, separate from the TAC/CAC meetings.

VI. CONSULTANT SCOPE OF SERVICES

The consultant’s proposal should include all of the following topics in the order presented. All topics will be used to assess the consultant’s project understanding, project interest and competency. All proposals shall be submitted in writing and be signed by the consultant.

A. Tasks/Timeline and Budget

Scope of Work/Timeline

The City has limited ability to modify the project deliverables and budget as these are set in the grant application and contract with the State of California. The consultant should utilize these in preparing its proposed detailed scope-of-work and timeline. Each task should be described separately in terms of work, budget and time. The successful consultant will propose a strategic approach and arrangement of the scope's specific tasks that will best achieve the project goal and key objectives.

Budget

The proposal shall describe the compensation to perform the services outlined herein, and such discussion needs to be consistent with the established budget. The following shall be included in describing the budget allocation:

- person hours allocated to each step and total hours allocated for project objectives and overall project (including sub-contractors);
- a breakdown of the employees and professionals to be assigned to each project objective and the hourly rates and person-hour costs assigned (please indicate total number of hours for each project team member along with total hours for each project objective and the entire project);
- personnel charge rates of the firm;
- classification as to whether or not employees are reimbursed by hourly rate or salary; and,
- list of any subcontractors who may provide technical or other assistance and breakdown of hours/costs associated with the sub-consultants.

Adjustments to Project Tasks and Budget

Given budget constraints, City Staff welcomes ideas to achieve project goals and objectives. Any changes to the timeline and tasks need to be clearly stated in the proposal, and fully explained in writing. Please be aware that all changes will need to be reviewed and approved by City Staff and the project grantor.

B. Past Projects of Similar Nature

Evidence of past work experience directly-related to the subject Project will be a key determinant in the selection of a consultant(s). This section should describe why the consultant is an excellent fit with this Project. Describe previous experience (including references) of projects similar to the City’s project goals, for both the project team and consulting firm.

*** The consultant’s proposal must include a hardcopy sample of a deliverable that was created for another local jurisdiction of the same nature as those being requested in this RFP (or as close to it as possible).**

C. Who is on the Project Team? Describe who does what.

Describe the members of the project team and what tasks they will perform. The description should also depict their roles, duties and past work experience in crafting the types of documents requested in this RFP. Describe past work associations with team members.

D. Team Member Resumes

Include team member resumes with the proposal, which describe their qualifications to prepare the requested deliverables.

E. Other

The Scope of Work shall discuss other topics, either individually or as part of the above sub-sections, including:

- The administrative aspects of the project (legal oversight, printing costs, etc.);
- The type of word processing equipment and software used; and,
- Any optional features/analysis proposed.

VII. RFP LOGISTICS AND PROCESSES

A. Project Manager/City Contact

Kim Espinosa, City of Merced Planning Manager, will be the City of Merced’s Project Manager for the *ATP/SRTS Plan*. All services to be performed by the consultant will be subject to approval and acceptance by the City’s Project Manager or her designee, and no payment will be made to the consultant until accepted and approved.

The City’s Project Manager will work cooperatively with the consultant(s), by: 1) providing the consultant with available information regarding the project; 2) examining project-related documents submitted by the consultant and rendering decisions promptly to avoid unreasonable delay in the progress of the consultant’s work; 3) furnishing information required of it as expeditiously as necessary for the orderly progress of work; and, 4) assuring the consultant's work is consistent with all project related agreements.

B. RFP Due-Date / Mailing Address

Please send **three (3)** copies of the proposal to: Kim Espinosa, City of Merced Planning Division, 678 West 18th Street, Merced, CA 95340

To be accepted, the Project Manager must have the consultant proposals in-hand by **5:00 p.m.** on August 31, 2016.

C. Pre-proposal/Scoping Meeting

There will not be a pre-proposal or scoping meeting for this project. If a consultant has a question, then please direct this to the project manager, who will post a reply to all consultants.

D. Interview Format

The Project Manager will arrange the interview. *At most, only three interview invitations will be offered.* The interview room sits eight people and includes a projection screen. The room *does not* include a projector or laptop, however. A key activity of the interview will be for City Staff to discuss the project with consultant team members that will actually prepare the project deliverables. Failure to include these individuals in the interview is grounds for automatic disqualification.

E. Who Decides

Upon conclusion of the interviews, the interview team will discuss the strengths and weaknesses of the proposals and make a decision as to which team will be recommended for final approval by the Merced City Council. The Planning Department will work with the selected consultant(s) to prepare a professional service contract, and to prepare and present the City Council administrative report to the Merced City Council. It is anticipated that formal consultant selection and contract award is targeted to be approved by the City Council on October 17, 2016.

F. Review and Selection Schedule

Table 3: Review and Selection Schedule		
Action	Date	Other
Scoping Meeting	NA	NA
Proposal Due Date	August 31, 2016	Received by 5:00 P.M.
Consultant Interviews	September 8, 2016	Times to be determined
City Council Contract Approval	October 17, 2016 (Tentative)	7:00 P.M. (attendance not required)

VIII. CONTRACTUAL TOPICS

Labor Code

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

Insurance

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

Conflicts of Interest

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

Form of Contract

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

Local Business Enterprise Policy (LBE)

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

Method of Compensation

The City of Merced reserves the right to award all or part of the project at its discretion. The City of Merced will compensate the consultant(s) based on achieved deliverables of the authorized Scope of Work/Contract, and may elect to offer compensation on a quarterly basis.

Conditions for Responses to Request for Proposals

The following conditions apply to this RFP process:

- Nothing contained in this RFP shall create any contractual relationship between the respondent and the City.
- This RFP does not obligate the City to establish a list of service providers qualified as prime contractors, or award a contract to any respondent. The City reserves the right to amend or cancel this RFP without prior notice, at any time, at its sole discretion.
- The City shall not be liable for any expenses incurred by any organization in connection with this RFP.
- No conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms of this RFP. Oral communications or any written/e-mail materials provided by any person other than designated contact staff of City shall not be considered binding.
- The City reserves the right, in its sole discretion, to accept or reject any or all Proposals without prior notice and to waive any minor irregularities or defects in a Proposal. The City reserves the right to seek clarification on a Proposal with any source.
- The dates, times, and sequence of events related to this RFP shall ultimately be determined by the City. The RFP process schedule is subject to change, at the sole discretion of the City, although the City will attempt to follow it and, if it must be altered, will attempt to provide reasonable notice of the changes.
- Respondents shall not issue any news release pertaining to this RFP, or the City without prior written approval of the City.
- All submitted proposals and information included therein or attached thereto shall become public record upon delivery to the Development Services Department.

Grantor/Consultant Cross-Over Contract Terms

There may be some terms in the contract between the grantor and the City that may affect the tasks of the consultant. These could include topics such as:

- *Maintain Accounting Records*
- *Insurance Coverage*
- *Consultant Activity Logs*
- *Nondiscrimination Clause*

While the City will disclose these as soon as we become aware of them, the consultant should consider how these may affect consultant tasks and the ability of the consultant to complete the project.

Attachments

- A) Detailed Project Scope of Work
 - B) Project Timeline
 - C) Sample Professional Services Contract
-

DETAILED PROJECT SCOPE-OF-WORK



A task marked with this symbol denotes that the consultant is either fully or primarily responsible for such task.

PROJECT TIMELINE: In addition to the scope-of-work, the consultant will prepare a project timeline. Using the City’s initial timeline (Attachment B) as a starting point, the consultant is anticipated to modify the sequence and duration of the project sub-tasks, as well as denote when important events are to occur, including: submittal of Technical Reports to the City, TAC meetings, CAC meetings, and public workshops. An essential part of selecting the consultant will be the City’s assessment their strategy to create the *ATP/SRTS Plan*. The project timeline is a key document that demonstrates this capacity (emphasis added). Consultants are also encouraged to include a narrative that describes how the steps and the relationship of one task to another will lead to the implementation of a well thought out approach.

Task A: Project Startup Activities

Assemble City Staff and Consultant

- Sub-Task A1: City Finalizes Contract with Caltrans**
- Sub-Task A2: City Selects Consultant**
- Sub-Task A3: City forms of the Technical Advisory Committee (TAC)**
- Sub-Task A4: Project Kick-off Meeting/Field Orientation with Consultant**

City Staff will meet with the project consultant to: 1) review and confirm the development process of the deliverables; 2) confirm/adjust roles and expectations; 3) establish communication portals for information sharing and future discussions; 4) discuss invoice needs; 5) adjust and finalize project calendar; and, 6) to provide applicable planning documents to selected consultant. City and Community representatives will tour the City visiting key and representative ATP areas.

Deliverable by City
A1: Final Contract with Caltrans with Project Scope of Work
A2: RFP, Admin Report, Agreements
A3: TAC Roster and meeting notes
A4: Agenda & Tour Map
Deliverable by Consultant
A2: Consultant Proposal

Task B: Agency Collaboration

To define the political and policy setting of the project

Sub-Task B1: City Identifies Affected Local Jurisdictions (i.e. schools, COG, etc.)

Sub-Task B2: City examines applicable Plans for Guidance

Sub-Task B3: City assembles existing bike and pedestrian related policies

Deliverable by City
B1: Contact List of Partners and Stakeholders
B2: Consistency Assessment with Local Plans (Technical Report #1)
B3: Lists of ATP/SRTS Policies (Technical Report #2)
Action by Consultant
No deliverables from the consultant are requested in this task, however, the documents prepared by the City will be shared with the consultant for their use in accomplishing other project tasks.

Task C: Community Engagement

Gather community voice and support for the Comprehensive *ATP/SRTS Plan*

Sub-Task C1: Conduct Initial Public Outreach Events

Sub-Task C2:  Host Six (6) Public Workshops

Sub-Task C3: City Forms the Citizen Focus Group

Sub-Task C4: City Hosts Citizen Focus Group Orientation Meeting

City Staff will meet with the Citizen Advisory Committee to orient them to the project. This involves presentation of meeting materials about Brown Act requirements, to administer the official oath of office, to review the project tasks and schedule; and for the Committee to share information of their interests and objectives with other members of the committee. The consultant is not required to or anticipated to attend this meeting.

Sub-Task C5:  Seven (7) Meetings with Citizen Advisory Committee

The Consultant will take the lead to establish agendas, prepare meeting materials and reports, and to present to the public, the Citizen Advisory Committee (CAC) and Technical Advisory Committee (TAC). CAC and TAC meetings may be back-to-back meetings, and in some cases, combined. Meeting materials (reports, powerpoint presentations, handouts) will be provided to City Staff at least one week prior to the scheduled meeting.

City Staff will secure meeting rooms, provide setup, conduct public outreach and provide required noticing. City Staff will also record comments and provide written meeting notes.

Sub-Task C6:  Seven (7) TAC Meetings

(same as Task C5)

Sub-Task C7: Formal Plan Review Process by City

City Staff will present the “Final Admin Draft of the ATP/SRTS Plan to applicable commissions, committees and the City Council for adoption. The consultant does not need to be engaged in this process.

Sub-Task C8: Plan Distribution by City

Deliverable by City
C1: Newspaper Ads and Articles, Notices, Website Development
C2: Transcribe and Record Public Comments, Prepare and Deliver Notices and Ads
C3: Applications
C4: Design Workshops/Agenda. Craft Meeting Packet/.ppt Presentations. Lead Dialog. Transcribe and Record Public Comments, Prepare and Deliver Notices and Ads
C5: Transcribe and Record Comments, Prepare and Deliver Notices and Ads
C6: Transcribe and Record Comments, Prepare and Deliver Notices and Ads
C7: Public Review Draft Plan, Staff Reports, Minutes, Resolutions
C8: Copies of Adopted Plan
Deliverable by Consultant
C2: Design Workshops/Agenda. Craft Meeting Packet/.ppt Presentations. Lead Dialog.
C5: Design Workshops/Agenda. Craft Meeting Packet/.ppt Presentations. Lead Dialog.
C6: Design Workshops/Agenda. Craft Meeting Packet/.ppt Presentations. Lead Dialog.

Task D: Existing Physical Conditions Assessments

Prepare Technical Reports that describe Merced's existing ATP/SRTS characteristics. These reports will be incorporated by City Staff into the Draft *ATP/SRTS Plan*. These reports will also be tools used by the City and consultant as resource documents to be shared and discussed with the CAC, TAC and community.

Sub-Task D1:  Number of Bike and Pedestrian Trips

No comprehensive citywide ATP/SRTS count has ever been made. Rather, some independent and focused estimates have been made, including: 1) a 2010 study of a 0.75 mile section of Hwy 59 in South Merced recorded a pedestrian daily count of 865 on a weekday, and 1,240 on a weekend; 2) in 2013, MCAG estimated that 2,100, or 1.3% of the population of 70,000, rode bicycles, not including students; and 3) in 2014, student-related ATP counts provided by school district staff, accounted 5,577 daily trips. Thus, from school and MCAG estimates, there is a combined total estimate of 7,677 pedestrian and cyclist daily trips.

Comprehensive Citywide bicycle and pedestrian counts for existing and post-plan timeframes will be measured. The Consultant will take the lead to establish an estimate of ATP/SRTS trips (see chart below), which will include on-site surveys. A “Bike and Pedestrian Trips Report” will be written by the consultant describing the scope, methodology and results of the effort (Technical Report #3).

	<i>Commuter</i>				<i>Recreational</i>				<i>Students</i>			
MODE	Y	YA	M	SS	Y	YA	M	SS	Y	YA	M	SS
Bikes												
Pedestrian												

AGES: Y=under 14; YA=15-25; M=25-50; SS=over 50

Sub-Task D2: City Staff will Map and Describe Land Use Patterns (existing and proposed)

Sub-Task D3: City Staff will Map and Describe ATP Facilities and Wayfinding Signs

Sub-Task D4:  **Map and Description of End-of-Trip Bike Parking**

Working with City Staff and community groups, the Consultant will take the lead to establish an estimate of end of trip bike parking. An “End-of-Trip Bike Parking Report” will be written by the consultant describing the scope, methodology and results of the effort (Technical Report #6). The report will include an assessment, findings and recommendations concerning proposed changes to regulations and practices, where appropriate.

Sub-Task D5: City Staff will Map and Describe Bicycle and Pedestrian Multi-modal Connections

Sub-Task D6:  **Identify Local ATP/SRTS Hazards**

Working with City Staff and community groups, the Consultant will take the lead to identify ATP/SRTS hazards in the City. Hazards will be identified through the consultants own expertise, and by examining police reports; holding interviews with safety, engineering and maintenance personnel; soliciting public input at community workshops and walk/bike audits; gathering comments and ideas from students, school administrators and school-related groups; and investigating sites identified as hazards. A “Local ATP/SRTS Hazards Report” will be written by the consultant describing the scope, methodology and results of the effort (Technical Report #8). The report will be fashioned for use later in the process of prioritizing recommended bikeway and sidewalk projects and programs. Additionally, the report will include an assessment, findings and recommendations concerning changes to regulations and practices related to hazards. [Also, see Tasks G2 and H3, and Reports #16 and #20, respectively].

Deliverable by City
General: The City will receive the Technical Reports and incorporate them as appropriate into the final plan document.
D2: Technical Report #4
D3: Technical Report #5
D5: Technical Report #7
Deliverable by Consultant
D1: Technical Report #3
D4: Technical Report #6
D6: Technical Report #8

Task E: Existing Cultural Conditions Assessment

To describe Merced's existing cultural ATP conditions. Technical Reports will be incorporated by City Staff into the Draft *ATP/SRTS Plan*. Reports will also be tools used by the City and consultant as resource documents to be shared and discussed with the CAC and TAC.

Sub-Task E1: City provides Number and Location of Accidents

Technical Report #9 will be crafted by the City through its partnership with the Merced County Public Health Department. Using 2011 to 2015 police reports data of collisions between motorized vehicles and ATP travelers, accidents have been mapped. Through interviews with safety personnel, examination of police department reports, and sources from local hospitals, this database will be expanded to gain a greater understanding of behaviors and locations that contribute to the incidence of accidents. The data will help inform community dialog at community workshops. Several user-error patterns (behaviors such as riding on the wrong side of the street, and lack of compliance with traffic laws) which led to collisions, will be further examined to develop cost-effective safety countermeasures and programs as part of the process to develop the *ATP/SRTS Plan*.

Sub-Task E2: Existing ATP Enforcement, Education, Engineering, Evaluation, and Encouragement Programs

The Consultant will take the lead to describe existing programs and will include one-on-one interviews with appropriate City Staff. At this meeting, which may overlap with a TAC meeting, the consultant will present examples of successful programs in other similar communities in such a manner as to determine ways in which the City may be positioned or can be equipped to achieve said new programs. An “Existing ATP Enforcement, Education, Engineering, Evaluation, and Encouragement Programs Report” will be written by the consultant that describes findings of this effort for inclusion in the *ATP/STRS Plan* (Technical Report #10). The report shall be fashioned for use later in the process by the TAC and CAC to identify and prioritize programs.

Sub-Task E3: Existing Plan Maintenance Policies and Procedures

The Consultant will take the lead to identify and describe existing ATP policies and maintenance procedures for planning documents and practices related to implementing ATP/SRTS projects and programs. Methods to accomplish this will include one-on-one interviews with appropriate City Staff. At this meeting, which may overlap with a TAC meeting, the consultant will present examples of successful policies and procedures in other similar communities. An “Existing ATP Maintenance Policies and Procedures Report” will be written by the consultant that describes findings of this effort (Technical Report #11). Additionally, the report shall be fashioned for use later in the process by the TAC and CAC to help identify and prioritize recommended plan maintenance-related policies and procedures.

Deliverable by City
General: The City will receive the Technical Reports and incorporate them as appropriate into the final plan document.
E1: Technical Report #9
Deliverable by Consultant
E2: Technical Report #10
E3: Technical Report #11

Task F: Funding ATP/SRTS Projects and Programs

Description of how projects and programs may be funded

Sub-Task F1: City Describes Past Expenditures (Technical Report #12)

Sub-Task F2:  Anticipated Revenue Sources (including grants)

The Consultant will take the lead to prepare an exhaustive list and description of potential revenue sources, matching the funding sources with the various types of recommended projects and programs within the *ATP/SRTS Plan*. The information in the report will be presented and discussed with the TAC and CAC, with an emphasis to encourage collaboration and to identify those in the community and at City Hall who would take the lead to pursue the various funding tools. An “Anticipated Revenue Sources Report” will be written by the consultant that describes findings of this effort (Technical Report #13).

Sub-Task F3:  Project and Program Financial Need Assessment

Working with and by gathering information from the TAC, the Consultant will take the lead to prepare an iterative financial needs assessment for the potential projects and programs in the plan. A “Financial Needs Assessment Report” will be written by the consultant that describes the findings of this effort (Technical Report #14). The report will be fashioned for use later in the process of identifying and prioritizing recommended ATP/SRTS projects and programs.

Deliverable by City
General: The City will receive the Technical Reports and incorporate them as appropriate into the final plan document.
F1: Technical Report #12
Deliverable by Consultant
F2: Technical Report #13
F3: Technical Report #14

Task G: Visioning ATP/SRTS Projects and Programs

Identify a comprehensive list of potential projects and programs. This list will be whittled down in Task H.

Sub-Task G1:  Identify Potential use of Proven Low-Cost Improvements & Safety Countermeasures

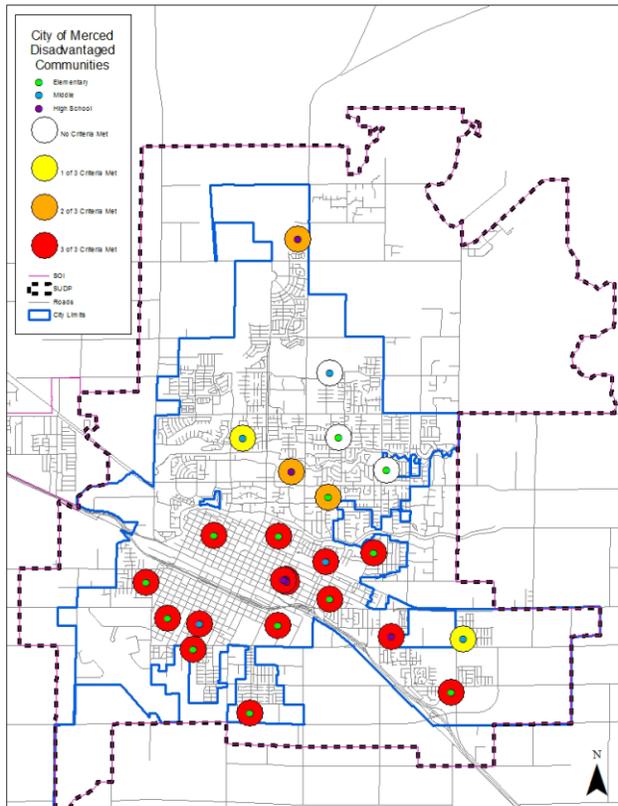
The Consultant will take the lead on this task, which will include, at a minimum: (1) a presentation of low-cost improvements and safety countermeasures to the TAC and CAC; (2) TAC and CAC input as to the conditions where these improvements and countermeasures may be used; and, (3) a TAC and CAC activity whereby they identify potential sites in the City where these improvements and countermeasures may be applied. One of the low-cost improvements will be the consideration of reducing the City’s lane width standard. A “Low-Cost Improvements and Safety Countermeasure Report” will be written by the consultant that describes these features and where they may be applied in the City (Technical Report #15). The report will be

fashioned for use later in the process of prioritizing recommended ATP/SRTS projects and programs.

Sub-Task G2:  **Identify Programs, Practices and Improvements that Mitigate Safety Hazards**

The Consultant will take the lead to identify a set of mitigating programs, practices, or improvements to reduce impacts from hazards identified in task D6. An “Actions to Mitigate Safety Hazards Report” will be written by the consultant that describes these actions and where they may be applied in the City (Technical Report #16). The report will be fashioned for use later in the process of prioritizing recommended ATP/SRTS projects and programs.

Sub-Task G3:  **Identification of Potential Projects and Programs**

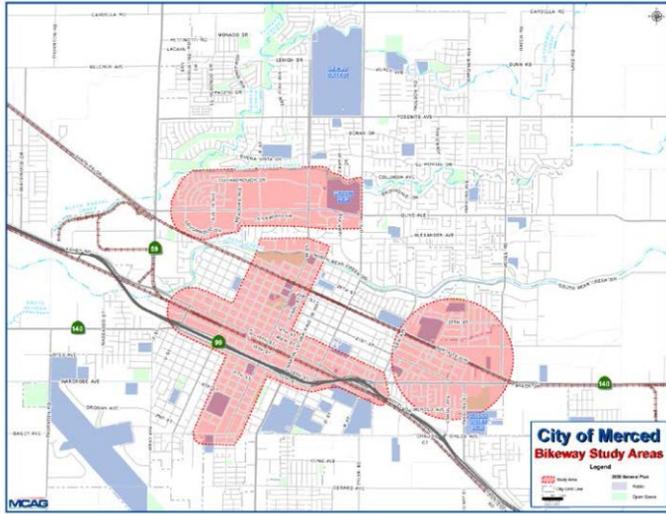


The Consultant will take the lead on this task. The potential list of ATP/SRTS projects and programs located throughout the study area would be based on extensive public outreach (including public workshops), including disadvantaged communities. Multiple meetings are envisioned. To assure the needs of all disadvantaged populations are included in the plan, projects that align geographically with high concentrations of these populations (Central, Southeast and South Merced), will be selected for assessment.

Thus, a focus of the plan will be connecting Central Merced to surrounding neighborhoods. While Central Merced contains high concentrations of housing, employment zones, the future downtown high-speed rail station and other transit stations, it is also characterized by extensive barriers in the form of creeks, railroads, freeways and a future HSR line. Central Merced and nearby neighborhoods are also where the City’s three disadvantaged communities (DC) overlap. The ATP/SRTS planning effort needs to seek opportunities and ways to close gaps and remove

barriers in this area of Merced.

Projects of merit outside the DC Core area will also be included. These are likely to include arterial streets. Currently, marginal ATP travel occurs along narrow arterial roads characterized by congestion and/or high speeds and narrow bikeways. These uncomfortable conditions are amplified at choke-points (creek bridges, railroad crossings, and freeway tunnels) in many cases leaving no space for ATP travelers. Many cyclists ride on sidewalks, creating conflicts with pedestrian travelers. The *ATP/SRTS Plan* will examine active transportation route options ranging from pedestrian bridges and/or tunnels, road-diets, modified intersection design, bicycle boulevards on local streets, and multi-use sidewalks.



Additionally, City Staff will provide the consultant with the list of projects in the 2013 Bicycle Transportation Plan. The ATP/SRTS Plan will build upon the 2013 Bicycle Transportation Plan’s identification of assessing several zones in the City that experience active transportation infrastructure deficiencies (pink areas on map). Note that these areas roughly align with the ATP traffic collision data. As with other prospective projects, the *ATP/SRTS Plan* planning process will craft feasible and cost-effective solutions for these, which were listed and ranked in the *2013 BTP*:

- Rank #3: 1) Bikeways Options along Olive Avenue; 2) Access to GVHS from the north; and 3) Bikeways Options along 16th Street;
- Rank #4: O Street Bike Boulevard
- Rank #6: Crossing at G Street and Cottonwood Creek
- Rank #14: Canal Street Bike Boulevard
- MLK side street crossings

“Potential Projects and Programs Report” (Technical Report #17) will be written by the consultant that includes a comprehensive list of potential projects and programs, and fashioned for use later in the process of prioritizing recommended ATP/SRTS projects and programs.

Deliverable by City
General: The City will receive the Technical Reports and incorporate them as appropriate into the final plan document.
G3a: Related 2013 BTP Documents
Deliverable by Consultant
G1: Technical Report #15
G2: Technical Report #16
G3b: Technical Report #17

Task H: Project Filter Tools and Prioritization

The *ATP/SRTS Plan* will be developed through a public participation and planning process that involves a series of filters and feedback loops to identify the highest community ATP priorities and projects. As part of an iterative public review and comment process, the community will filter potential projects to identify those that are consistent with ATP goals; to examine cost-effective alternatives; to measure the benefit against costs; and to assure future improvement by assessing project feasibility. Through this planning process, the original list of potential projects will be reduced, redefined and modified, resulting in the highest value ATP priorities to the community.

Sub-Task H1:  **Methodology of Project Prioritization**

The Consultant will take the lead to draft the prioritization methodology which will include at least all task H subtasks. A “Prioritization Methodology Report” will be written by the consultant that clearly describes the manner in which the comprehensive list of ATP projects and programs will be prioritized (Technical Report #18), adjustments may be made to the final list following TAC, CAC and public input.

Sub-Task H2:  **Initial Site Feasibility Assessments of Potential Projects**

An objective of the Consultant’s work with the TAC is to prepare site feasibility assessments of the potential ATP projects. The consultant will prepare the necessary content and forms for this task. This activity should include at a minimum, a workshop with the TAC to explain the elements of the assessment and a walk-through of several examples. The consultant will need to work in a TAC assignment to complete the assessment of all potential projects and report back to the consultant with their findings. A “Site Feasibility Report” will be written by the consultant that presents the assessment method, data and results (Technical Report #19).

Sub-Task H3:  **Potential to Mitigate Safety Hazards**

Using the data prepared in sub-tasks D6 and G2, the consultant will lead the effort to score a potential project’s mitigation of a safety hazard. A “Mitigating Hazards of Potential ATP Projects Report” will be written by the consultant (Technical Report #20).

Sub-Task H4:  **Perform a cost-benefit analysis**

Using the data prepared in sub-tasks F1 and G1 and other relevant considerations, the Consultant will take the lead to prepare a cost-benefit analysis of the potential projects. A “Cost Benefit Report” will be written by the consultant that presents the assessment method, data and results (Technical Report #21).

Sub-Task H5:  **List of Prioritized Projects and Programs**

Based on ATP project filters, the plan’s accident reduction goal (Task I7) and all other relevant considerations, the Consultant will prepare the list of prioritized projects and programs. This information will be presented to the TAC and the CAC for review and input; adjustments may be made to the final list following TAC, CAC and public input. A “Prioritized Projects and Programs Report” will be written by the consultant that presents the assessment method, data and results (Technical Report #22).

Deliverable by City
General: The City will receive the Technical Reports, and incorporate them as appropriate into the final plan document.
H2: TAC Initial Assessment
Deliverable by Consultant
H1: Technical Report #18
H2: Technical Report #19
H3: Technical Report #20
H4: Technical Report #21
H5: Technical Report #22

Task I: Plan Projects, Programs, Implementation and Maintenance

Work related to presenting final set of projects, programs, etc.:

- Sub-Task I1:**  **Estimated ATP Increase due to Plan**
Using accepted and appropriate estimation tools, together with their understanding of the current and planned ATP conditions of the City, the consultant will prepare an estimate of the City's increased ATP assuming a low, medium and high degree of plan implementation.
- Sub-Task I2:** **City Staff will Map and Describes Proposed Bicycle and Pedestrian Transportation Facilities**
- Sub-Task I3:** **City Staff will Map and Describe Proposed end-of-trip bike parking**
- Sub-Task I4:** **City Staff will Map and Describe Proposed ATP multi-modal Connections**
- Sub-Task I5:** **List of Proposed/Amended Bike and Pedestrian Related Policies**
Based on input received at public outreach events, workshops and meetings with the TAC and CAC, and the results of Tasks B2 and B3, City Staff will examine the current list of ATP-related City Policies to determine if any amendments are warranted.
- Sub-Task I6:**  **Use of 5 "Es"(Enforcement, Education, Engineering, Evaluation, and Encouragement) to increase rates of bicycle use and pedestrian travel**
Based on data prepared in sub-tasks E2, G3 and H, and through input received at public outreach events, workshops and meetings with the TAC and CAC, the consultant will update Technical Report #10 to include the list of prioritized programs related to Enforcement, Education, Engineering, Evaluation, and Encouragement.
- Sub-Task I7:**  **Goal for accident reduction**
Through public outreach events, workshops and meetings with the TAC and CAC, the consultant will take the lead to assure that this topic will be discussed and the goal selected will be used to inform the prioritization and implementation schedule.
- Sub-Task I8:**  **Description of proposed ATP Maintenance Policies and Procedures**
Based on data prepared in Sub-task E3, the consultant will prepare an initial draft, which will be modified based on input from the CAC and TAC.
- Sub-Task I9:**  **Project and Program Implementation Schedule**
Working with the CAC and TAC, the consultant will prepare a draft an *ATP/SRTA Implementation Schedule* based on their professional expertise as to the order in which the City should focus its efforts. This order or programs and projects will be based on the unique physical, fiscal, political and capacity for growth regarding ATP issues. The schedule may include multiple tracks that can be pursued concurrently. Based on these discussions with the CAC and TAC, which could be a combined meeting, the consultant will adjust the *ATP/SRTS Implementation Schedule*.
- Sub-Task I10:** **ATP Plan Working Group Activities and Actions**
A permanent "ATP/SRTS Working Group" will be formed. It will be headed by the City Engineer and include representatives from the City Police Department, the City Public Works Department, City Planning, the local Council of Governments, local school districts, and up to three citizen representatives, one of whom would be a

Bicycle Advisory Commission member. Representation from the City’s disadvantaged communities would also be emphasized. It is envisioned that this group would be formally established upon adoption of the *ATP/SRTS Plan*. The ATP working group would meet at least twice annually to match plan projects with project funding sources such as the City’s CIP and grant fund opportunities.

City Staff will prepare a written description of this group’s anticipated activities and actions.

Sub-Task I11: Environmental Review Documents for Plan Only

City Staff will prepare the environmental documents for the plan.

Deliverable by City
I2: Description and Map
I3: Description and Map
I4: Description and Map
I5: Potential Policy Amendments
I10: Annual Project Lists and Annual Progress Reports
I11: Initial Study and CEQA Determination for Plan
Deliverable by Consultant
I1: Estimate of increased ATP trips
I6: 5 “Es” Programs
I7: Accident Reduction Goal
I8: ATP Maintenance Section
I9: Implementation Schedule

Task J: Grant Administration

Work related to managing project grant contracts and agreements.

Sub-Task J1: Prepare and Amend Budgets, Track Project Time and Manage other Fiscal Duties

Sub-Task J2: Comply with Contract Reporting Requirements

City Staff will work directly with the State, providing necessary reports and invoices. The Consultant will need to comply with the State’s invoice submittal requirements; the State has specific methodology requirements that also apply to the consultant. Payment for services is reliant on the consultant submitting proper invoices to the City. The consultant may also need to comply with related state requirements

Sub-Task J3: Consultant Management

Deliverable by City
J1: Updated/Amended Work Plan & Reporting Costs
J2: Quarterly Reports. Time Sheets and Invoices
J3: Weekly Management Meetings
Deliverable by Consultant

J1: Amended Scope and Schedule in RFP
J2: Invoice Materials Consistent with State Content/Format Requirements
J2: Where appropriate, compliance with State Contract Consultant Requirements

ATP/SRTS Plan Timeline – 8-2-16

Tasks	FY 15/16						FY 16/17						FY 17/18																		
	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M
Project Startup Activities																															
A1 Finalize Contract with Caltrans																															
A2 Consultant Selection																															
A3 Formation of the Technical Advisory Committee																															
Agency Collaboration																															
B1 Identify Affected Local Jurisdictions																															
B2 Examine applicable plans																															
B3 List existing bike and pedestrian related policies																															
Community Engagement																															
C1 Conduct Initial Public Outreach Events																															
C2 Host Project Public Workshops, ATP Audits, and Stakeholder Meetings																															
C3 Formation of the Citizen Focus Group																															
C4 Citizen Focus Group Orientation Meeting																															
C5 Regular Meetings with Citizen Focus Group																															
C6 TAC meetings and draft plan reviews																															
C7 Formal Plan Review Process																															
C8 Public Draft and Final Plan Distribution																															
Plan Development																															
D1 ATP Counts																															
D2 Land Use Patterns																															
D3 Bicycle and Transportation Facilities																															
D4 End-of-Trip Bike Parking																															
D5 Multi-modal Connections																															
D6 Hazards																															
E1 Accidents																															
E2 Use of 5 "Es"																															
E3 ATP Maintenance Actions																															
Funding																															
F1 Past Expenditures																															
F2 Anticipated Revenue Sources																															
F3 Project and Program Financial Need Assessment																															
Visioning and Prioritization																															
G1 Countermeasures																															
G2 Mitigate Safety Hazards																															
G3 Identification of Potential Projects																															
H1 Methodology of Project Prioritization																															
H2 Site Feasibility Assessments of																															
H3 Potential to Mitigate Safety Hazards																															
H4 Cost-Benefit Analysis																															
H5 List of Prioritized Projects and Programs																															
Grant Administration																															
J1, J2, J3 Time/Fiscal/Consultant/Reporting																															

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.

g. Notwithstanding any language in this Agreement to the contrary, Consultant shall be entitled to be paid pursuant to the terms of this Agreement until Consultant has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. 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:
STEVE CARRIGAN, 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: _____