

**REQUEST FOR PROPOSALS (RFP)
FOR
ENGINEERING & TRAFFIC SURVEY
FOR SPEED LIMITS UPDATE**

RFP NO.: 21-002



**CITY OF SANTA ANA
Public Works Agency
20 Civic Center Plaza, M-43
Santa Ana, CA 92701**

**ZDENEK "ZED" KEKULA
Project Manager
(714) 647-5653 Office
zkekula@santa-ana.org**

Approved for Release:

Edwin "William" Galvez
City Engineer
Public Works Agency

KEY RFP DATES (Subject to change at discretion of City):

Issue Date:	June 28, 2021
Deadline for Requests for Information:	July 12, 2021
Proposal Due Date:	July 19, 2021
Projected Award Date:	Sept 7, 2021



NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms for ENGINEERING & TRAFFIC SURVEY FOR SPEED LIMITS UPDATE.

Responses to this Request for Proposals (RFP) must be submitted electronically to the PlanetBids system no later than July 19, 2021 at 5:00 p.m. Proposals received after this date/time will not be considered. It is the responsibility of the proposer to ensure that any proposals submitted have sufficient time to be received by the City of Santa Ana prior to this proposal due date and time.

Additionally, it is a requirement that hard copy proposals also be sent by courier service, mailed, or hand delivered in an enclosed sealed envelope and marked clearly with the following

**“SEALED PROPOSAL FOR
ENGINEERING & TRAFFIC SURVEY FOR SPEED LIMIT UPDATE
RFP NO. 21-002
IN THE CITY OF SANTA ANA
DO NOT OPEN WITH REGULAR MAIL.”**

City of Santa Ana
Attn.: ZDENEK “ZED” KEKULA
Public Works Agency; M-43
20 Civic Center Plaza; Ross Annex
Santa Ana, CA 92701

For further instructions regarding hard copy submission of proposals, refer to PlanetBids and Section I - Introduction/Program Description in this RFP.

All notifications, requests for information, updates and addenda will be posted online on PlanetBids at <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive qualification.



TABLE OF CONTENTS

I.	INTRODUCTION / PROGRAM DESCRIPTION	4
II.	INSTRUCTIONS TO PROPOSERS	6
	A. CITY RESPONSIBILITIES	
	B. FIRM RESPONSIBILITIES	
	C. REQUEST FOR INFORMATION OR CLARIFICATION	
	D. ADDENDA	
	E. LICENSES & PERMITS	
	F. INSURANCE	
	G. INFORMATION PACKET	
	H. PRE-PROPOSAL MEETING	
	I. CITY RIGHT TO REJECT	
	J. BID PROTESTS	
III.	SUBMITTAL REQUIREMENTS	8
	A. GENERAL	
	B. PROPOSAL CONTENTS	
	1. STATEMENT OF QUALIFICATIONS	
	2. SCOPE OF SERVICES & SCHEDULE	
	3. FEE PROPOSAL	
	4. CERTIFICATIONS	
IV.	PROPOSAL REVIEW (CONSULTANT SELECTION)	10
	A. EVALUATION AND RATING	
	B. SELECTION	
V.	CONTRACT AWARD	10
	A. REQUEST FOR COUNCIL ACTION	
	B. EXECUTION OF AGREEMENT	
VI.	IMPLEMENTATION	11
	A. KICK-OFF MEETING	
	B. NOTICE TO PROCEED	
VII.	PUBLIC RECORDS	11
VIII.	APPENDIX	
	ATTACHMENT 1: SCOPE OF SERVICES	
	ATTACHMENT 2: STANDARD AGREEMENT	
	ATTACHMENT 3: CERTIFICATION	
	ATTACHMENT 4: SAMPLE DOCUMENTS	



I. INTRODUCTION / PROGRAM DESCRIPTION

Nature of Work:

The City of Santa Ana is seeking a professional consulting firm to conduct a five-year update of the current Engineering and Traffic Survey for speed limits. A detailed Scope of Work is included in the Appendix of this RFP as Attachment 1.

Number of Proposals and Signature:

Three (3) hard copies are required to accompany an electronic submittal of the complete proposal package on PlanetBids. One of the hard copies shall be marked as "ORIGINAL" and be signed by a company official with the power to bind the company, and submitted to the City of Santa Ana. *Please be explicit in identifying the appropriate person with legal authority to bind the company.*

The Statement of Qualifications, detailed in this RFP under Section III, shall be limited to a maximum of (10) double-sided pages (excluding front and back covers, section dividers and attachments such as resumes, forms). Font size shall be minimum 11-point Arial. Proposal exhibits and/or attachments shall be maximum size of 11 inches x 17 inches.

Proposal Evaluation and Rating:

The criteria for evaluating the SOQ submitted will take the following items into consideration:

- | | |
|---|-----|
| ○ Overall understanding | 20% |
| ○ Qualifications and experience | 20% |
| ○ Supervisory personnel's qualifications, experience, time commitment | 20% |
| ○ Overall quality of the proposal | 20% |
| ○ References | 20% |

The City has established a proposal review committee to evaluate proposers based on the response to this RFP, which includes adherence to outlined directions and format, and the City evaluation criteria set forth above. A final score will be calculated for each submitted proposal and used to rank the proposers.



Term of the Contract:

The City desires to enter into a contract with the top scoring firm for an initial two (2) year-term with a City option to extend the contract one additional one-year term. This term will be specified outlined in the Agreement. A copy of the Standard Consultant Agreement is provided in the Appendix, Attachment 2, of this RFP.



II. INSTRUCTIONS TO PROPOSERS

A. CITY RESPONSIBILITIES

The City will provide information in its possession relevant to preparation of required information in this RFP. The City will provide only the staff assistance and documentation specifically referred to herein.

B. PROPOSER RESPONSIBILITIES

Point of Contact: The selected proposer will assume responsibilities for all services in its proposal. The selected proposer shall identify a sole point of contact with the greatest knowledge concerning the required service operations and contractual matters, including payment and financial arrangement for all charges related to the contract.

Evidence of Financial Capacity: Proposer may be requested to submit its most recent audited financial statement, evidencing proposer's financial capacity to fully perform the required services, including provision of equipment and personnel expenses over a ninety (90) day period. If said financial statement does not reflect full ninety (90) day operational capacity, proposer may include a letter of credit as evidence of supplemental capacity. Additional financial capacity information, if any, is identified in the Scope of Services – Attachment 1.

C. REQUEST FOR INFORMATION OR CLARIFICATION

All questions or requested clarifications shall be made only in writing to the Q&A section located in PlanetBids no fewer than five (5) calendar days prior to the date and time set for opening of proposals. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP.

D. ADDENDA

Any changes in RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on PlanetBids at <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137> as set forth in the Notice Inviting Proposals. Addenda shall become part of the agreement documents.

E. LICENSES & PERMITS

The selected proposer shall be required to obtain a City of Santa Ana Business license within ten (10) business days of selection and must provide a copy to the City's project manager or designee prior to commencing any work in Santa Ana.

Additionally, Proposer will be responsible for obtaining any licenses/permits required by the Scope of Services.



F. INSURANCE

The Selected Proposer shall provide the required evidence of insurance coverage as set forth in the Scope of Services - Attachment 1 within ten (10) business days after receipt of notice that the contract has been awarded. Failure to provide the required insurance certificates shall be cause for the annulment of the award and the forfeiture of the proposal guaranty. The City will provide the Selected Proposer with a "New Vendor Checklist", which outlines insurance requirements.

G. PAYMENT INFORMATION PACKET

The selected proposer shall return a completed payment information packet within ten (10) business days after the successful proposer has received notice that the contract has been awarded.

H. PRE-PROPOSAL MEETING

Should a pre-proposal meeting be scheduled, the date, time, and location is identified on the cover page of this RFP. The meeting will include discussion of the scope of services and a question-and-answer session. It is highly recommended that the Proposer's key team members attend this meeting. Significant interpretations or clarifications will be addressed via addenda to this RFP, as described above in "Section D: Addenda."

I. CITY RIGHT TO REJECT

The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.

The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any minor inconsistency, informality or technical defect in the proposal.

The City reserves the right to reject, replace, and approve any and all subcontractors. All subcontractor(s) shall be identified in response to this RFP. Subcontractors shall be the responsibility of the successful proposer and the City shall assume no liability of such subcontractors.

J. BID PROTESTS

Proposers with concerns or rebuttal of any staff determination of non-responsiveness or non-responsibility may submit, in writing within five (5) business days, to the Project Manager, any concerns regarding the RFP process or staff determination. Such writing shall be considered by the City Manager or her designated representative, and may be acted upon within five (5) business days. If no action is taken within such time, there shall be no change to the staff determination. The exercise by the Proposer of its right to submit written



concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

III. SUBMITTAL REQUIREMENTS

A. GENERAL

1. The number of Proposal Copies and signature is specified in:

RFP SECTION I - INTRODUCTION / PROJECT DESCRIPTION

2. Deadline:

Proposals are due to the City of Santa Ana at the date, time, and location specified in the Notice Inviting Proposals.

B. PROPOSAL CONTENTS

The proposal format and page limitation, if any, is specified in:

RFP SECTION I - INTRODUCTION / PROJECT DESCRIPTION

1. STATEMENT OF QUALIFICATIONS

- a. Cover Letter: Proposals shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity.
- b. Contract Agreement Statement: Proposal shall include a statement outlining your concurrence or concerns with any and all provisions contained in the Agreement attached herein as Attachment 2 in the Appendix.
- c. Firm and Team Experience: Proposal shall include a profile of the firm's experience. Include resumes of project team/sub-consultants that will be providing services which outline their technical and design experience. At a minimum, this should include the project manager/principal agent, associates in charge when project manager/principal agent is unavailable, key personnel, firm size, and an organization chart identifying only those who will perform work for the proposed project and the percentage of each individual's time devoted to this project. The project manager/principal agent shall be the primary



contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview.

- d. Understanding of Need: Proposal shall include an outline which demonstrates the firm's understanding of the work. This outline should include anticipated approach, tasks necessary for successful completion, deliverables, and suggestions or special concerns that the City should be made aware of. Identify any assumptions and/or exclusions used in preparation of the scope of Services and associated fee estimate.
- e. Relevant Project Experience: Proposal shall include a list of relevant projects, which your firm or personnel have completed within the last 5 years, including significant work with public agencies. Project information should include project description, project location, year completed, and client name and contact information. City of Santa Ana staff may conduct site visits at select projects.
- f. References: Proposals shall include a listing of relevant projects with references for three public entities for which Proposer has performed similar work within the past five (5) years.

2. SCOPE OF SERVICES AND SCHEDULE:

Proposal shall include a Scope of Services and Schedule which details the work to be performed, the tasks to be accomplished, the deliverables to be provided, and the schedule / timeline to complete the work, based upon the requested Scope of Services detailed in Attachment 1 of this RFP.

3. FEE PROPOSAL:

The fee proposal shall be submitted separate and concurrently with the technical proposal, both submitted electronically in PlanetBids and as a hard copy in a separately sealed envelope, clearly labeled as "Fee Proposal." This shall include the firm's Standard Hourly Fee Schedule, a table outlining the tasks and team hourly effort for each of the major tasks, and a Project Fee Schedule as outlined in the Scope of Services.

The fee proposal will not be opened until the proposals have been evaluated by the proposal selection committee. The City will select the consultant based on qualifications, and then negotiate a contract price based on available funding.



4. CERTIFICATIONS:

The following forms shall be signed and included as part of the proposal submittal package:

Attachment 4-1: Non-Collusion Affidavit

Attachment 4-2: Non-Lobbying Certification

Attachment 4-3: Non-Discrimination Certification

IV. PROPOSAL REVIEW (CONSULTANT SELECTION)

A. EVALUATION AND RATING

The criteria for evaluating the proposals are specified in:

RFP SECTION I - INTRODUCTION / PROJECT DESCRIPTION.

B. SELECTION

The selection committee will be comprised of at least (3) City staff from multiple departments. The committee may interview the top ranking proposers. The City will recommend award of contracts to the proposers who will provide the best value to the City. The City reserves the right to begin negotiations and enter into a contract without interview or further discussions.

V. CONTRACT AWARD

A. REQUEST FOR COUNCIL ACTION

Following evaluation and rating by the proposal review committee and acceptance from Funding agency following financial audit, the Project Manager will recommend awarding a contract to the top-ranking proposer that will provide the best value to the City.

B. EXECUTION OF AGREEMENT

The Scope of Services, Schedule, and Fees submitted in the proposal will be the basis of any negotiation of final terms, which will lead to a completed agreement ready for execution based on the Standard Agreement attached herein as Attachment 3 in the Appendix.



VI. IMPLEMENTATION

A. KICK-OFF MEETING

A kick-off meeting will be held after award of contracts. Consultants and their team will meet with City of Santa Ana staff to conduct introductions, discuss scope of services, and implementation processes.

B. NOTICE TO PROCEED

Prior to issuance of a formal Notice to Proceed (NTP), Consultants shall provide all required bonds, insurance documents, and contents of the Information Packet for review and approval by the City.

For "On-Call" contracts, individual City Project Managers will request project/task specific proposals from Consultants on an as-needed basis. Proposals will then be evaluated by City staff and written NTPs will be issued accordingly per each task order.

VII. PUBLIC RECORDS

All data, documents and other products used, developed, or produced during response preparation of this RFP will become property of the City. All responses to this RFP shall become property of the City. Proposer information identified as proprietary information be maintained confidential, to the extent allowed under the California Public Records Act.

Proposals will become public record after award of contract. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.

Appendix ATTACHMENT 1 SCOPE OF WORK

CITY OF SANTA ANA REQUEST FOR PROPOSALS FOR ENGINEERING & TRAFFIC SURVEY FOR SPEED LIMITS UPDATE RFP NO.: 21-002

INTRODUCTION

The City of Santa Ana (City) has a large network of arterial, secondary and collector streets with posted speed limits. State law mandates that posted speed limits must be established on the basis of an Engineering and Traffic Survey every five, seven, or ten years. The last Engineering and Traffic Survey in Santa Ana was conducted in 2016 but extended until 2023. The City now needs a new study to update the posted speed limits.

Due to COVID traffic impacts the City expects to start the speed survey study in Fall of 2021. However, the study maybe delayed until Spring 2022 or even Fall 2022.

DESCRIPTION

The City is issuing this Request for Proposals (RFP) for the Engineering and Traffic Survey For Speed Limits Update. The consultant shall do the Engineering and Traffic Survey work in accordance with the State of California, Department of Transportation, California Manual on Uniform Traffic Control Devices, Part 2B.13 (Speed Limit Sign) and the State of California Vehicle Code 627 and 40802, and sections 22348 through 22413. Recent changes to the law will be applied, as required, to this project at the City's discretion.

Each person conducting the vehicle speed (radar) surveys shall be certified by an authorized entity or instructor acceptable to the City. Additionally, each radar gun used for speed surveys shall be certified that it meets and/or exceeds all of the manufacturer's specifications by an authorized entity, distributor, or repair facility acceptable to the City. Proof of certification must be included in the proposal.

Consultant shall consider the results of the Safe Mobility Santa Ana (SMSA) study, as needed, for appropriate posting of speeds. The SMSA study is a citywide collision safety study that will identified high collision corridors and intersections.

PROJECT TASKS

The Consultant shall provide all necessary services to perform the following tasks:

1. Conduct vehicle speed (radar) surveys for 200 street segments within the City of Santa Ana. The number of segments shall be confirmed according to the City's Master Plan of Streets and Highways and the latest California Road System (CRS) Map. Surveys shall not be conducted on weekends or during peak traffic hours. Provide the radar speed survey field sheets (with raw data) and radar speed survey analysis sheets for each surveyed street segment (samples for both attached). Please Note: If speed survey data seems either unusually high or low, the City may require such locations to be resurveyed at no additional cost to the City.
2. Conduct field reviews of each of the 200 street segments. **The field reviews for traffic factors shall be conducted while school is in session.** Provide a field review summary sheet for traffic factors, roadway factors, and adjacent land uses, etc. (sample attached).
3. Determine the appropriate speed limit for each segment following the State of California's and the

California Vehicle Code's latest requirements. When determining the speed limits, the consultant must also review the latest methodologies and include information summarizing how these new requirements have changed since the prior study. If any reduction from the 85th percentile speed is recommended, these shall be fully documented and follow the procedures required by the State of California in setting speed limits.

4. Prepare a Summary of Recommendations in chart form to include the street name, street segment, existing speed limit, recommended speed limit, 85th percentile speed, mean speed, 10 mph pace range, percent of vehicles in pace, date of survey, and reason for speed limit change from the 85th percentile (sample attached). The Summary of Recommendations shall include all street segments studied, unless otherwise specified by City staff.
5. Prepare a report which includes the following: a) A certification suitable for submittal to the municipal court system, b) Radar speed survey operational procedures, c) A description of the purpose and methodology of speed zone establishment, d) A description of the statistical analysis factors, e) A description of the field data used in analyzing the related roadway characteristics, f) Accident history for the street segments, g) Results and recommendations, and h) The Summary of Recommendations in chart form.
6. Consultant shall prepares sketches for sign changes. This task is based on an estimated number of 90 sign-posting locations that may require changes. Once all recommendations are confirmed by the City, this task may or may not be required by the City. In the fee proposal, please list the unit price to identify each sign location at a specific distance from the nearest curb extension. These changes will indicate if the sign is new, a replacement, and/or removal and if a new sign (only) or a new sign and post will be required. City staff would then use such sketches to write-up each work order for sign change. Sketches shall be done in a manner acceptable to the City and using the City's formats. Sketches shall be done by attaching electronic aerials photos into Microstation files and showing the sign post changes from the nearest curb return extension.

Task No. 6 needs to be listed in Fee Proposal as a Separate Item with a price per unit cost listed for 90 locations. The City reserves the right to issue or not issue this Task or a portion of it.

As part of the report preparation the selected consultant will do up to 5 presentations or public meetings to report out the study findings and recommendations. All procedures and speed limit recommendations shall be per the latest requirements in California Manual on Uniform Traffic Control Devices plus the latest law in the most current version of the California Vehicle Code.

SUMMARY OF PRODUCTS

The required products, which are to be delivered to the Traffic Engineering section of the City of Santa Ana Public Works Agency, shall be as follows:

1. The radar speed survey sheets with raw data for each street segment (200 zones), see sample.
2. The field review summary sheets (see sample) and other data collection information for each street segment.
3. The radar speed survey analysis sheets, for each street segment, see sample.
4. The draft report.
 - Including a color map of the recommended speed limits.

- Including a list of recommended speed limit increases and decreases (see samples).
5. The final report.
 - Including a color map of the recommended speed limits.
 - Including a list of recommended speed limit increases and decreases (see samples).
 6. All written reports, information, data, charts, tables, and maps in electronic format.

Prior to commencement of work, the consultant shall submit samples of the radar speed survey field sheet, the radar speed survey analysis sheet, the field review summary sheet and the Summary of Recommendations chart for preapproval.

SCHEDULE

This project is a priority project for the City of Santa Ana Public Works Agency. The anticipated schedule is shown below. The final report and sketches should be completed within 240 calendar days of notice to proceed issuance. Schedule below would be after notice to proceed given.

PROPOSED SCHEDULE IN MONTH								
TASK	1	2	3	4	5	6	7	8
Consultant Selection/ NTP (City)								
1. Field Review & Data Collection	***							
2. Radar Speed Surveys		***	***					
3. & 4. Analysis				***				
5A. Draft Report				*				
City's Review (City)					**		**	*
5B. Final Report					*	*		
City's Ordinance (City)							**	
6. Sketches for Sign Changes							***	**

**Appendix
ATTACHMENT 2
STANDARD AGREEMENT**

AGREEMENT TO PROVIDE TITLE OF SERVICE

FOR NAME OF CITY PROJECT .

THIS AGREEMENT is made and entered into on this 00th day of Month, 2021, by and between Name of the Firm, ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. On Month, Day, Year, the City issued Request for Proposal No. XX-XXX, by which it sought a Consultant/Title of Service Category to provide design/description services for the Name of City Project.
- B. Consultant submitted a responsive proposal that was selected by the City. Consultant represents that it is able and willing to provide the services described in the scope of work that was included in RFP XX-XXX.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform the services described in the scope of work that was included in RFP No. XX-XXX, which is attached as Exhibit A, and as more specifically delineated in Consultant's proposal, which is attached as Exhibit B and incorporated in full.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in Exhibit C. The total amount to be expended under this Agreement shall not exceed \$000,000 during the term of this Agreement, including any extension periods. The sum is comprised of (1) the base amount of \$000,000 and (2) a contingency in the amount of \$00,000 for additional services at the City's sole discretion.

- b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on 00th Month, 2021 unless terminated earlier in accordance with Section 16, below. The term of this Agreement may be extended for Two X-year periods upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
 - i. Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - ii. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - iii. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30)

days prior written notice to the City.

- iv. Where the amounts or coverage provided by the certificates of insurance provides coverage greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference into the Agreement.
- v. Consultant shall supply City with a fully executed additional insured endorsement.
- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, and its officers and employees from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of any breach of the terms of this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the negligent acts referred to in this Section or by reason of the breach of the terms of this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity and defense obligation shall be limited to the extent provided by Civil Code Section 2782.8, and to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant, disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

16. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

21. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Nabil Saba
Executive Director, Public Works Agency

City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, California 92702 Fax: 714-647-5635

To Consultant:

First & Last Name
Title
Consultant Firm Name
Address
City, State, Zip
Fax:

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: _____
Assistant City Attorney

(name)
(title)

RECOMMENDED FOR APPROVAL:

Executive Director
Public Works Agency

Appendix
ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT
CERTIFICATIONS

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed _____

State of California
County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 21 , by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature

Notary Public Seal

Appendix
ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION
CERTIFICATIONS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm _____

Signed and Printed Name: _____

Title _____

Date _____

Appendix
ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION
CERTIFICATIONS

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: _____

Title: _____

Firm: _____

Date: _____

APPENDIX
ATTACHMENT 4: SAMPLE FORMS

RADAR SURVEY

ROAD ALTON AVENUE

OF LANES 2 ^{1 EB} _{WB} POSTED SPEED 45

LOCATION Susan to Greenville @ 2600 BLK.

WEATHER Clear

ROAD CONDITION: Poor

DATE 1-11-11

BEGIN: 2:00 pm END: 3:00 pm

OBSERVER: Kevin

Direction: <u>E/B</u>		Direction: <u>W/B</u>	
MPH	VEHICLES	MPH	VEHICLES
60	15	60	15
58	10	58	10
56	5	56	5
54	1	54	1
52		52	
50		50	
48		48	
46		46	
44		44	
42		42	
40		40	
38		38	
36		36	
34		34	
32		32	
30		30	
28		28	
26		26	
24		24	
22		22	
20		20	
18		18	
16		16	
15		15	
50	1	50	1
48	1	48	1
46	1	46	1
44	1	44	1
42	1	42	1
40	1	40	1
38	1	38	1
36	1	36	1
34	1	34	1
32	1	32	1
30	1	30	1
28	1	28	1
26	1	26	1
24	1	24	1
22	1	22	1
20	1	20	1
18	1	18	1
16	1	16	1
15	1	15	1

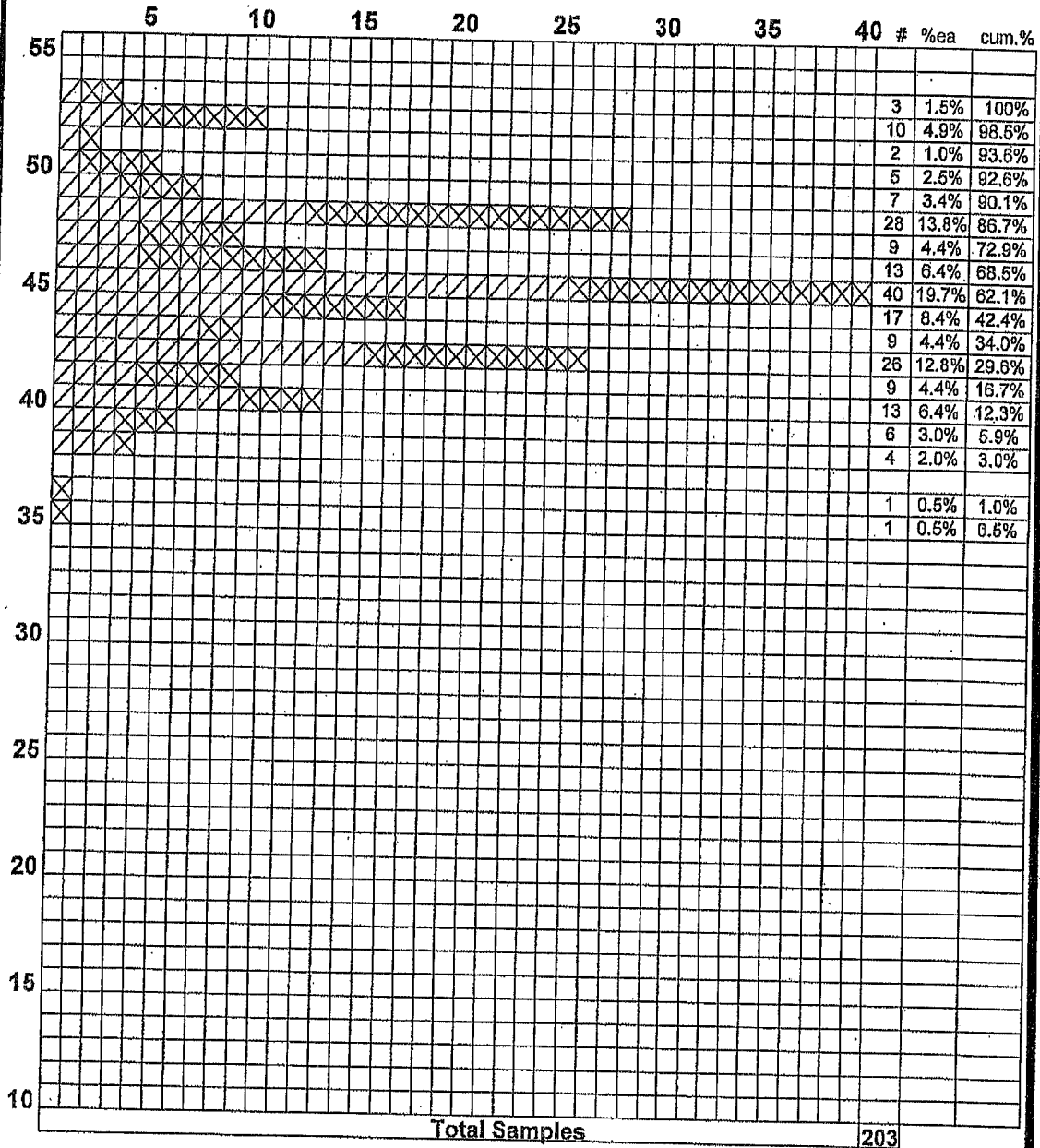
City of Santa Ana
Public Works Agency - Traffic Engineering

Street Name: ALTON AVENUE

Limits: SUSAN STREET to GREENVILLE STREET

Radar Survey Sheet

X=West / =East



Total Samples

203

85th Percentile Speed: 48
 50th Percentile Speed: 45
 15th Percentile Speed: 41
 10 MPH Pace: 40-49
 Number in Pace: 171
 Percent in Pace: 84.2%

Date of Survey: 1/11/2011
 Weather: Clear
 Road Condition: Poor
 Street Class.: Minor Arterial
 Conditions not Apparent:

Start Time: 14:00
 End Time: 15:00
 Posted Speed: 45
 Observer: KEVIN

**City of Santa Ana
Engineering and Traffic Survey
Summary**

Street: ALTON AVENUE
Limits: SUSAN STREET
GREENVILLE STREET

Field Observer KEVIN
Checked By: MARK MILLER
Date: 1/11/2011

Factors	Direction: <u>East/West</u>
<u>A. Prevailing Speed Data</u>	
Location of Survey	2600 block
85th Percentile	48
10 mph Pace	40 - 49
Percent in Pace	84.2%
Posted Speed Limit	45
<u>B. Collision History</u>	
Date Range Covered	11/1/2007 To 10/31/2010 (3 yrs)
Total Collisions	0
Collision Rate (Acc/MVM)	0
Expected Collision Rate	1.65
<u>C. Traffic Factors</u>	
Average Daily Traffic	4327
Length of Segment	2392
Lane Configuration	Single Lane EB, 2 Lanes WB
Street Classification	Minor Arterial
<u>D. Conditions Not Readily Apparent</u>	
Conditions	
Roadway Geometrics	
Comments Narrow street. Trucks exiting industrial warehouses on south side. Bike route.	
<u>E. Adjacent Land Use</u> Business/Residential	
Posted Speed Limit	45
Speed Limit Change?	No
Revised Speed Limit	
Approved and Authorized for release by Traffic Engineering:	
Date	Loc. #1

Table 2: Segment Spot Speed Summary

Location	No	Between	Dir.	Date	10-Mile Pace (mph)	% in 10-Mile Pace	85th % Tile (mph)	Existing Speed Limit (mph)	Recommended Speed Limit (mph)	Comments ¹
Alton Avenue	1	Susan and Greenville	E/W	1/11/11	40-49	84	48	45	45	No Change, cont of speed ³ , bike route
	2	Greenville and Bristol	E/W	1/11/11	39-48	81	48	45	45*	No Change, Segerstrom H.S., bike route
	3	Main and Standard	E/W	1/11/11	35-44	92	42	40	40	No Change
Bear Street	4	Sunflower and MacArthur	N/S	1/11/11	35-44	88	42	40	40	No Change
	5	MacArthur and Alton	N/S	1/11/11	35-44	87	42	40	40	No Change
	6	Alton and Segerstrom	N/S	1/11/11	34-43	86	42	40	40	No Change
Bristol Street	7	Hesperian/SR-22 EB On-ramp and Santa Clara	N/S	1/13/11	40-49	84	48	45	45	No Change, cont of speed, 45 mph in Orange
	8	Santa Clara and 17th	N/S	1/13/11	38-47	91	45	45	45	No Change
	9	17th and Civic Center	N/S	1/13/11	34-43	91	42	40	40	No Change
	10	Civic Center and Walnut	N/S	1/13/11	29-38	88	37	35	35	No Change, pedestrians
	11	Walnut and McFadden	N/S	1/12/11	33-42	85	41	40	40	No Change, cont of speed ³ , bike route
	12	McFadden and Edinger	N/S	1/12/11	35-44	89	43	40	40	No Change, cont of speed ³
	13	Edinger and Warner	N/S	1/12/11	35-44	87	43	40	40	No Change, cont of speed ³
	14	Warner and Segerstrom	N/S	1/12/11	35-44	92	43	40	40	No Change, cont of speed ³
	15	Segerstrom and MacArthur	N/S	1/12/11	35-44	88	42	40	40	No Change, cont of speed ³
	16	MacArthur and Sunflower	N/S	1/12/11	35-44	88	43	40	40	No Change
Broadway and Broadway Place	17	Main Place and 17th	N/S	1/12/11	34-43	89	41	40	40	No Change
	18	17th and Civic Center	N/S	1/12/11	28-37	87	36	35	35	No Change, high accident rate
	19	Civic Center and 1st	N/S	1/12/11	26-35	87	35	35	35	No Change
	20	1st and McFadden	N/S	1/11/11	25-34	96	32	30	30*	No Change, high accident rate
	21	McFadden and Edinger	N/S	1/11/11	25-34	99	32	30	30*	No Change
	22	Edinger and Main 250' N/O Warner	N/S	1/11/11	25-34	97	32	30	30	No Change
Cabrillo Park	23	17th/Sherry and 4th	N/S	1/11/11	30-39	88	38	35	35	No Change, Residential, Pedestrians
Cambridge Street	24	North City Limit/SR-22 and Fairhaven	N/S	1/12/11	37-46	90	43	40	40	No Change, Residential
Chestnut Avenue	25	Main and Standard	E/W	5/3/11	23-32	78	32	30	30	No Change
	26	Standard and Grand	E/W	5/3/11	24-33	69	34	35	35	No Change
	27	Grand and Elk/Main/East City Limit	E/W	5/3/11	30-39	76	39	35	35	No Change, Villa Int School, pedestrians
Civic Center Drive	28	Fairview and Bristol	E/W	1/13/11	29-38	89	36	35	35*	No Change
	29	Bristol and Flower	E/W	1/13/11	28-37	89	36	35	35*	No Change
	30	Flower and Broadway	E/W	1/13/11	28-37	92	36	35	35	No Change
	31	Broadway and French	E/W	1/13/11	28-37	82	36	35	35*	No Change

1. See Appendix E "Engineering & Traffic Survey Summary Sheet" for details.

2. Low Accident Rate - at or below expected accident rate for type of roadway.

3. No Change - due to proximity to 85% speed, pedestrian activity, and/or conditions not readily apparent to drivers.

* School Zone



3+50
REMOVE
EX. R2(40)
INSTALL
R2(15)

0+30 ECR

0+00



0+40

0+30 ECR

0+76
REMOVE
EX. R2(40)
INSTALL
R2(15)

NOTE: MAINTAIN 7 FEET CLEARANCE FROM
BOTTOM OF SIGN

Source: Design Group, Inc. (2010). Project No. 10-001

2+18 REMOVE EX
35 MPH INSTALL 40
MPH

0100 CE

0126 ECR



NOTE: MAINTAIN 7 FT CLEARANCE FROM BOTTOM
OF SIGN

K:\Traffic\Dist3\pdlimitsurveys\ALTON 09 26 06.doc