



**REQUEST FOR PROPOSAL (RFP)
FOR
ENGINEERING DESIGN SERVICES FOR THE
MERRYDALE NORTH PROMENADE**

November 21, 2017

Introduction

The City of San Rafael (City) hereby requests proposals from qualified consultants for the design of pedestrian and bicycle access from Las Gallinas Avenue to Sonoma-Marin Area Rail Transit's (SMART) Civic Center station, and to provide project management, environmental clearance, permitting assistance, and construction support services. The final product sought is construction contract documents including plans, specifications and cost estimates ready for bid.

Proposals shall be submitted by firms that have a capable and demonstrable background in the type of work described in the section entitled "Scope of Work" of this notice. In addition, all interested firms shall have sufficient, readily available resources, in the form of trained personnel, support services, specialized consultants and financial resources, to carry out the work without delay or shortcomings.

Background

In the late 1990's the City engaged in a community visioning process to better understand interest from residents and businesses related to North San Rafael. The result was a planning document entitled *Vision North San Rafael*. This public outreach process subsequently moved forward when in 2002 the *North San Rafael Vision Promenade Conceptual Plan* report was released. This later report made specific recommendations to incorporate bicycle and pedestrian facilities throughout the Terra Linda community, including installation of a Promenade around the Mall at Northgate.

In 2010, the first portion of the Promenade was constructed by the developer renovating the Mall at Northgate. The Promenade concept was further addressed in the City's *2011 Bicycle/Pedestrian Master Plan Update*, which specifically identified a multi-use pathway along Merrydale Road to connect the Northgate mall to SMART's Civic Center station and subsequently Civic Center Drive.

In August 2017, SMART passenger service was launched between Santa Rosa and San Rafael. With limited on-street parking in the vicinity of the Civic Center station and no formal bicycle/pedestrian facilities on Merrydale Road to access the station, the City desires to install an ADA compliant accessible path of travel and extend the Promenade concept between the Mall at Northgate (Las Gallinas Avenue) and the Civic Center station. The proposed improvements considered under this RFP will also connect to the multi-use pathway that SMART is currently constructing between the Civic Center station and North San Pedro Road parallel to Los Ranchitos Road.

Over the last year, the Public Works Department in conjunction with a public working group has developed various conceptual plans to accommodate a multi-use pathway as well as on-street parking on Merrydale Road. These plans have been reviewed and refined during meetings with SMART staff, Las Gallinas Valley Sanitary District, and community residents who are actively involved in this project. Enclosed with this RFP is the Preferred Design Alternative for which the City is seeking contract documents ready for advertisement.

Anticipated Schedule

- | | |
|---------------------------------|--|
| ○ Proposals due to Public Works | See the “Proposal” section of this RFP |
| ○ Consultant Interviews | To be determined |

Scope of Services

The City is seeking consulting services for the following tasks:

Task 1: Project Management and Coordination

1. The consultant shall be responsible for providing all contract management and quality control services throughout the duration of the project. The consultant shall deliver a high quality product within budget and on schedule.
2. The consultant shall meet periodically with the City to discuss the project, present design options, review alternatives, etc. For cost estimation, a total of four meetings may be assumed. These four meetings will be independent of those discussed under separate tasks identified elsewhere in this RFP.
3. The consultant shall provide monthly schedule updates in conjunction with submittals of invoices.

Deliverables:

- Project Schedule and updates
- Meeting agendas and minutes for all design and coordination meetings

Task 2: Design

1. Conduct a preliminary assessment to analyze project area for potential issues such as right-of-way constraints, environmental issues, accessibility issues, and drainage. Become familiar with previous conceptual drawings and history of the project.
2. The consultant shall coordinate with pertinent regulatory agencies, stakeholders, material and equipment suppliers, etc.
3. The consultant shall coordinate appropriate public outreach as directed by the City, including coordination with SMART staff where necessary. For cost estimation, a total of six meetings may be assumed, which may include one meeting with the City Council or a Council Subcommittee to present the project.
4. The consultant shall coordinate with Caltrans Office of Permits for an encroachment permit should any of the proposed work become necessary within State right of way. The proposal shall assume preparation and submittal of an encroachment permit along with three rounds of addressing redline comments or questions from Caltrans staff. This item shall be considered optional and exercised at the City’s discretion. The cost for this item shall be a separate line item in the cost proposal.
5. The consultant shall conduct all field reconnaissance, supplemental topographic survey, if necessary (City to provide topo as shown in the attachments), prepare all geotechnical

studies and reports (if such a report is deemed necessary), and complete all design calculations to support the design. All topographic survey, property lines, and easements shall be mapped and accurately provided in AutoCAD format for use during design, if not already provided in the City-furnished topo. The consultant is hereby made aware that the original topographic survey did not include a full boundary survey or a Record of Survey (i.e. the right of way lines/property lines shown in the enclosed attachment are those that were determinable by publicly available survey maps.) The closer one approaches the SMART tracks (primarily APN 179-04-19, 179-041-05 and the SMART right of way), there is less reliable right of way information. The consultant shall include in this scope of work a separate line item in the cost estimate to complete a boundary survey and Record of Survey of the relevant boundary lines not shown on the enclosed topographic map. This additional survey work will be considered optional at this time and may not be awarded.

6. The consultant shall provide City staff with draft letters for the City to use in coordinating with all utility companies to obtain existing utility record plans, as-builts, schematics, etc. The existing utility information shall be shown on the final design plans. The attached topographic survey shows approximate locations of underground utilities based on field observations and USA markings of an unknown date that were present at the time the topographic survey was collected. It shall be assumed that utility construction has taken place since the topo was collected. The consultant shall verify to the greatest extent feasible the mapped underground utilities. Should potholing become necessary during the design phase to confirm utility locations, the City can have the site USA'd and perform potholing work independent of this contract.
7. The consultant shall produce 65%, 95%, and 100% PS&E submittal packages for City review.
8. The consultant shall prepare final bid documents incorporating all comments from previous reviews. Final plans shall be plotted electronically to PDF in 22"x34" size, and shall be signed by the engineer in responsible charge licensed in the State of California, and ready for reproduction.
9. The plans shall be drawn using AutoCAD 2014, or a more recent version.
10. Specifications shall be written in the format of the Caltrans standard specifications. The City will provide boiler plate information. Specifications shall not be written in CSI format.
11. The schedule of items shall address all items of work as specifically as possible and shall indicate as precisely as possible the quantities.

Deliverables:

- Utility coordination letters
- 65%, 95%, and 100% PS&E submittals in electronic (PDF, AutoCAD, Word and Excel) format
- A letter report summarizing review comments and the resolution of the review comments
- Final bid documents in electronic format
- Caltrans encroachment permit application and response to comments

- Public outreach materials, including agendas, minutes, display boards, etc.

Task 3: Environmental Compliance and Permitting

1. The consultant shall be responsible for preparing, submitting and obtaining all required regulatory permits (if necessary) and environmental documentation required by State, local, and jurisdictional agencies needed to ensure this project is cleared for construction.
2. The consultant shall coordinate with the Federated Indians of Graton Rancheria (FIGR) regarding the potential for cultural resources, including preparation of any exhibits and coordination letters. The consultant shall incorporate into the contract documents, as approved by the City, any necessary requirements from FIGR to address concerns during construction.
3. The consultant shall prepare appropriate California Environmental Quality Act (CEQA) documents and any associated technical studies required to clear the project for construction. As this project is locally funded, no NEPA documents are required.
4. All environmental documents shall be prepared in preliminary and final draft stages for City review, and shall incorporate any comments made during the preliminary document review.

Deliverables:

- Preliminary and final permit applications for submittal by the City
- Preliminary and final CEQA documentation for submittal by the City

Task 5: Final Bid Phase and Bid Phase Support

1. The consultant shall attend the pre-bid meeting (if deemed necessary by the City) and respond to questions concerning the plans, specifications, and estimates prior to bid opening and prepare contract addenda, if required.
2. The consultant shall review construction bids received and make a recommendation to the City for award of construction contract.

Deliverables:

- Prepare contract addenda, if required, for distribution by the City, including answers to bidder's questions
- Prepare recommendation to the City for the award of the construction contract

Task 6: Construction Support Services

1. The consultant shall attend regularly scheduled construction meetings, including the pre-construction meeting, to respond to questions concerning the plans, specifications and estimates. For cost estimation, a total of 10 meetings may be assumed. These meetings will be independent of those discussed under separate tasks identified elsewhere in this RFP.
2. The consultant shall be available to be called to the site in response to questions arising from the progress of the work.
3. The consultant shall review all material submittals and shop drawings as required by the Special Provisions. For cost estimation, a review of up to 25 submittals may be assumed.

4. The consultant shall respond to Request for Information (RFIs) from the contractor when called for by the City and prepare modifications or revisions that are related to the project's original scope and character. For cost estimation, a review of up to 15 RFIs may be assumed.

The City shall not be billed for nor shall they pay for any revisions to the plans and specifications that are required due to errors or omissions in the original contract documents due to negligence or lack of attention to detail stemming from poor design or inadequate field work which might otherwise have assisted in design.

5. The consultant shall assist the City in preparation of contract change orders, if necessary.
6. The consultant shall participate in the final walk through of the constructed project and assist in the preparation of "punch list" items in need of work.
7. The consultant shall prepare record drawings following construction from mark ups by the contractor and the resident engineer. Submittal of record drawings shall be on 22"x34" PDFs and provided in AutoCAD format.

Deliverables:

- Attend up to 10 meetings during construction, which includes the pre-con meeting with contractor
- Response to RFIs, material submittals, and shop drawings from the contractor
- Plan revisions that are related to the project original scope and character
- Review contract change orders
- Meeting agendas and minutes
- Record drawings following construction

City Responsibility

The City shall provide the following:

1. Topographic survey as attached to this RFP.
2. Conceptual drawings in AutoCAD format.
3. If agreed to by SMART, City will provide AutoCAD files for the Civic Center Station to be overlaid into the CAD files for reference.
4. Summary of public outreach conducted to date.
5. All construction inspection work and contract administration.
6. Any City-owned utility underground maps and any existing information in the possession of the City necessary to complete the design.

7. Answering non-technical questions during advertisement period of this RFP. Clarification offered by the City to one consultant shall be distributed to all known participants at the City's discretion.
8. Reviewing all consultants' deliverables and providing comments in a timely manner.

Payment and Cost Estimate

The method of payment to the successful proposer shall be on a time and materials basis with a maximum "not to exceed" fee, as set by the proposer in his/her Proposal, as being the maximum cost to perform all work. This figure shall include direct costs, including labor, overhead, profit, and expenses, such as, but not limited to, transportation, communications, subsistence, materials, and any subcontracted items of work to obtain environmental clearance, approved regulatory permits, contract documents, and construction support. Progress payments will be based on actual hours, hourly costs and support service costs charged to the project on a monthly basis. The maximum "not to exceed" cost shall be submitted with the Proposal **in a separate, sealed envelope**.

Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date, and amount remaining.

Proposal

The Proposal shall be concise, well organized, and demonstrate an understanding of the Scope of Services as outlined in this RFP. Proposals shall be limited to no more than thirty-five (35) one-sided pages (8½"x11", or 11"x17" for fold-out drawings), inclusive of resumes, graphics, pictures, photographs, dividers, front and back covers, cover letter, etc. Proposal submittals shall consist of three (3) bound sets and one (1) PDF on flash drive; no emailed or faxed Proposals will be accepted.

Proposals shall be evaluated based on the Evaluation Criteria section of this RFP.

At a minimum, Proposals shall include:

1. Proposals must be received no later than **2:00 PM, local time, on January 12, 2018**, at the Department of Public Works. Address to:

City of San Rafael
Public Works Department
111 Morphew Street
San Rafael, CA 94901
Attn: Shawn Graf
2. Proposals shall be submitted in sealed packages and clearly marked with the name of the consultant and "Merrydale North Promenade Project."
3. Cover letter signed by the person authorized to negotiate a contract for proposed services with the City on behalf of the Proposal team. The cover letter must state that the sample Professional Services Agreement is acceptable as-is.
4. Project understanding outlining the consultant's basic understanding of the project and identifying key issues to be addressed during the project and any insights.

5. A detailed project approach and level of effort, in accordance with the section entitled "Scope of Work" of this RFP.
6. A project schedule including at minimum, those tasks outlined in the section entitled "Scope of Work" of this notice.
7. A statement of Qualification (SOQ) that includes:
 - a. The proposer's experience and history in performing this type of work, particularly those projects that have been successfully carried through construction.
 - b. References of persons, firms, or agencies that the City may contact to verify the experience of the proposer; include phone numbers.
 - c. An organization chart setting forth the project manager and the staff.
 - d. Experience for each individual expected to perform responsible portions of the work. Do not submit resumes for individuals who do not have a high probability of actually leading or working on the project.
 - e. Experience for each sub-consultant.

The consultant shall be aware of the following:

- Proposals and/or modifications to Proposals received after the hour and date specified in this RFP will be rejected and returned unopened to the proposer.
- All Proposals shall be submitted according to the specifications set forth in the RFP. Failure to adhere to these specifications may be cause for rejection.
- Once submitted, Proposals, including the composition of the consulting staff, shall not be changed without prior written consent.
- All requests for clarification for this RFP must be made in writing at least 96 hours prior to the due date as set forth in this RFP. Consultants shall contact Shawn Graf at shawn.graf@cityofsanrafael.org.

The City will only respond to written questions from consultants. The City cannot respond to verbal questions submitted by telephone or in person. All addenda will be posted on the City's Web site. By submitting a Proposal, the proposer affirms that they are aware of any addenda and have prepared their Proposal accordingly. No allowances will be made for a proposer's failure to inform themselves of addenda content. A link to the addenda may be accessed at <https://www.cityofsanrafael.org/projects-out-to-bid/>.

The City reserves the right to revise the RFP prior to the indicated due date. The City may consider extending the due date for RFP due to significant revisions to Scope of Services.

Evaluation Criteria

A review and selection committee, made up of City staff and other professionals, will evaluate the consultants based on the Proposals and, if necessary, an oral interview to determine which consultant is best qualified to perform the work for this project. The committee will then determine a ranking of the consultants at which time negotiations may begin with the most qualified consultant and only their cost

Proposal will be opened. The consultant fee will be evaluated to determine if the amount of the fee is considered a reasonable cost for the work outlined in the Proposal. If the top ranked consultant has submitted a reasonable fee, the committee will make a recommendation to the Public Works Director that negotiations be opened to ensure that the top ranked consultant has a full understanding of the expectations of the City, that the scope reflects all tasks anticipated and that the fee reflects completion of the project to the satisfaction of the City. In the event that the City and the top ranked consultant are unable to come to an agreement as to scope and fee, the City reserves the right to close negotiations with the top ranked consultant and open negotiations with the second-ranked consultant. Once an agreement is reached involving the scope and fee, the Public Works Director will make a recommendation to the City Council to award the project to the selected consultant and to authorize the Public Works Director to enter into an agreement with that consultant. If the City Council is in agreement with the recommendation, City staff will proceed with the completion of the agreement and prepare the contract for execution.

Ranking of the Proposals will be based on the following point system (100 points maximum):

1. Inclusion of all required items and completeness of the Proposal (5 points)
2. Understanding of the work to be done (25 points)
3. Previous experience of similar projects completed on time and within budget (20 points)
4. Qualified and experienced personnel in the project team (15 points)
5. Capability of developing innovative or advanced techniques (5 points)
6. Familiarity with state and federal procedures (10 points)
7. Commitment to adhering to the project schedule and budget (5 points)
8. Clear description of the tasks and demonstrated technical ability (15 points)

The City will notify each consultant regarding the outcome of the Proposal selection process.

The City may reject any or all of the Proposals if it deems such action are in the public interest.

Special Conditions

- Professional Services Agreement
The consultant selected to provide the scope of services shall use the City of San Rafael's standard Professional Services Agreement. A copy of the template of this agreement is attached to this RFP. Submittal of a Proposal is acceptance of the Professional Services Agreement. Contractually required insurance coverage and endorsement information is shown in the body of the document.
- Reservations
This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for work.
- RFP as a Public Record
All Proposals submitted in response to this RFP become the property of the City and thus become public records and, as such, may be subject to public review.
- Right to Cancel

The City reserves the right to cancel or change, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements.

- Additional Information
The City reserves the right to request additional information and/or clarification from any or all respondents to this RFP.
- Public Information
Consultants who wish to release information regarding the consultant selection process, contract award, or data provided by the City at any Public Hearing, must receive prior written approval from the City before disclosing such information to the public.

Attachments

1. City of San Rafael *Professional Services Agreement* Template (subject to change by the City Attorney's office if necessary)
2. Preferred Design Alternative
3. Topographic Survey

Referenced Reports in RFP

1. Civic Center Station Area Plan - <https://www.cityofsanrafael.org/station-area-plans/>
2. 2011 Bicycle & Pedestrian Master Plan Update - <https://www.cityofsanrafael.org/bicycle-pedestrian-master-plan/>
3. North San Rafael Vision Promenade Conceptual Plan - <https://www.cityofsanrafael.org/documents/north-san-rafael-vision-promenade-conceptual-plan/>
4. Vision North San Rafael - http://www.94903community.org/No_SR_Vision_1_.pdf

Thank you for your interest in contracting opportunities with the City of San Rafael.

Sincerely,



Hunter Young
Associate Civil Engineer

**AGREEMENT FOR PROFESSIONAL SERVICES WITH
[CONSULTANT NAME] FOR DESIGN SERVICES**

This Agreement is made and entered into this _____ day of _____, 2017, by and between the **CITY OF SAN RAFAEL** (hereinafter "**CITY**"), and **[CONSULTANT NAME]** a corporation authorized to do business in California (hereinafter "**CONSULTANT**").

RECITALS

WHEREAS, the **CITY** has determined that professional engineering design services are required in connection with developing plans, specifications, and cost estimates as well as obtaining environmental clearance associated with the **[PROJECT NAME]**; and

WHEREAS, the **CONSULTANT** has agreed to render such services;

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** The Director of Public Works is hereby designated the **PROJECT MANAGER** for the **CITY**, and said **PROJECT MANAGER** shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT'S Project Director.** **CONSULTANT** shall assign a single **PROJECT DIRECTOR** to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. **[NAME]** is hereby designated as the **PROJECT DIRECTOR** for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute **PROJECT DIRECTOR**, for any reason, the **CONSULTANT** shall notify the **CITY** within ten (10) business days of the substitution.

2. **DUTIES OF CONSULTANT.**

CONSULTANT shall perform the duties and/or provide the services described in **CONSULTANT'S** letter dated **[DATE]**, 2017, marked as Exhibit "A," attached hereto, and incorporated herein.

3. **DUTIES OF CITY.**

CITY shall compensate **CONSULTANT** as provided in Paragraph 4, and shall provide assistance and site access to **CONSULTANT** as described in Exhibit "A" attached hereto and incorporated herein.

4. COMPENSATION.

For the full performance of the services described herein by **CONSULTANT**, **CITY** shall pay **CONSULTANT** on a time and materials basis for services rendered in accordance with the rates shown in the fee schedule included in Exhibit "A" attached and incorporated herein, in an amount not to exceed \$_____.

Payment will be made monthly upon receipt by **PROJECT MANAGER** of itemized invoices submitted by **CONSULTANT**.

5. TERM OF AGREEMENT.

The term of this Agreement shall commence upon the date of execution of this Agreement and end on Month, Date Year

when the work shall have been completed, unless the parties agree to extend this Agreement for another 90 days, as approved in writing by City Manager.

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONSULTANT** and any and all of **CONSULTANT**'s documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

A. Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Agreement will automatically be vested in the **CITY**; and no further agreement will be necessary to transfer ownership to the **CITY**. **CONSULTANT** shall furnish to **CITY** all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project described in Exhibit A.

C. **CONSULTANT** shall not be liable for claims, liabilities, or losses arising out of, or connected with the modification or misuse by **CITY** of, the machine-readable information and data provided by **CONSULTANT** under this Agreement; further, **CONSULTANT** shall not be liable for claims, liabilities, or losses arising out of, or connected with any use by **CITY** of the project documentation on other projects in addition to the project that is described in Exhibit A, or for the completion of the project described in Exhibit A by others, except only such use as may be authorized in writing by **CONSULTANT**.

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. Scope of Coverage. During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **CITY**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per claim/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional

not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONSULTANT** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT's** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. Other Insurance Requirements. The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability and Worker's Compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additionally named insureds under the policies.

2. The additional insured coverage under **CONSULTANT'S** insurance policies shall be primary with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. . By execution of this Agreement, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in **CONSULTANT'S** insurance policies must be declared to and approved by the **PROJECT MANAGER** and City Attorney, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY'S** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY'S** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. Proof of Insurance. **CONSULTANT** shall provide to the **PROJECT MANAGER** or **CITY'S** City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by **PROJECT MANAGER** and the City Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to reasonable attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONSULTANT'S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT'S** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT'S** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT'S** work or work product by the **CITY** or any of its directors, officers or

employees shall not relieve or reduce the **CONSULTANT**'s indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT'S** performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend and hold harmless the **City Indemnitees** from and against any **CLAIMS** that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of **CONSULTANT** in the performance of its duties and obligations under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such **CLAIM** which is caused by the sole negligence or willful misconduct of **CITY**.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. **NONDISCRIMINATION.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. **COMPLIANCE WITH ALL LAWS.**

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any applicable laws, ordinances, codes or regulations.

14. **NO THIRD PARTY BENEFICIARIES.**

CITY and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO **CITY**'s Project Manager:

Bill Guerin
Director of Public Works
City of San Rafael
111 Morphew Street
San Rafael, CA 94901

TO **CONSULTANT**'s Project Director:

Principal Name
Engineering Company
Street
City and Town

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONSULTANT** and **CITY** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

CONSULTANT agrees that **CITY** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL

CONSULTANT

JIM SCHUTZ, City Manager

By: _____

Printed Name: _____

ATTEST:

ESTHER C. BEIRNE, City Clerk

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

Title of Corporate Officer: _____

and,

By: _____

Printed Name: _____

Title of Corporate Officer: _____



DESIGNED SG	NO.	REVISION	BY	DATE
DRAWN SG				
CHECKED H Y				
APPROVED				
				KM

PROJECT NAME
MERRYDALE NORTH PROMENADE

DRAWING NAME
PREFERRED DESIGN ALTERNATIVE

CITY OF SAN RAFAEL
DEPARTMENT OF
PUBLIC WORKS



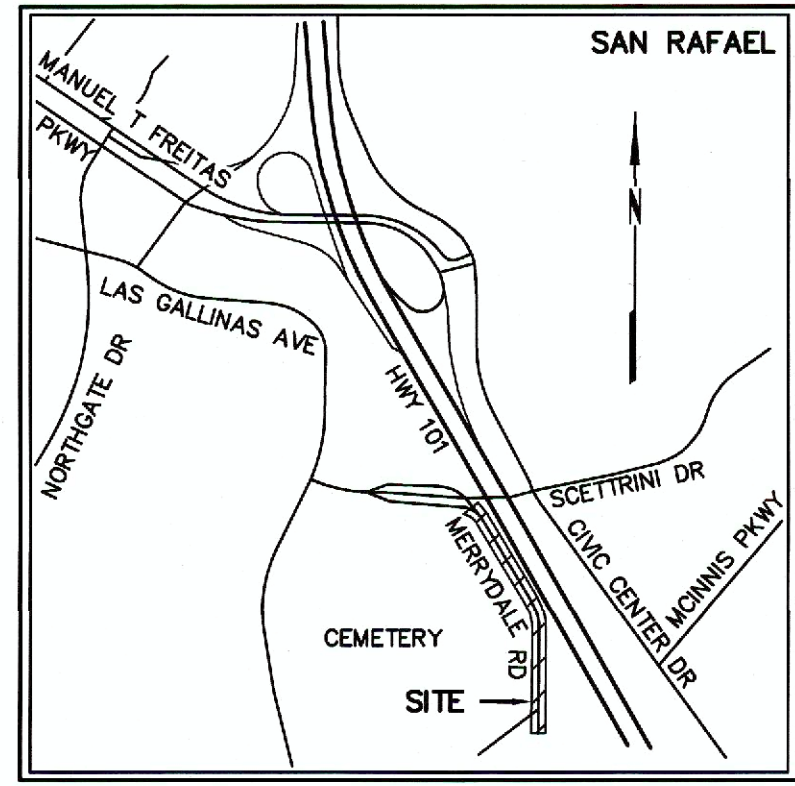
SCALE: AS NOTED

DATE: NOVEMBER 2017

CITY PROJECT NO.: --

SHEET NO.: --

DRAWING: OF



VICINITY MAP
NOT TO SCALE

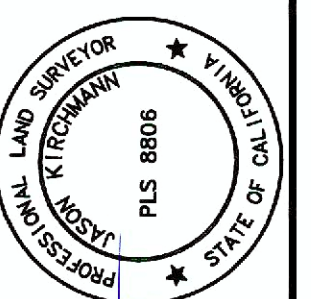
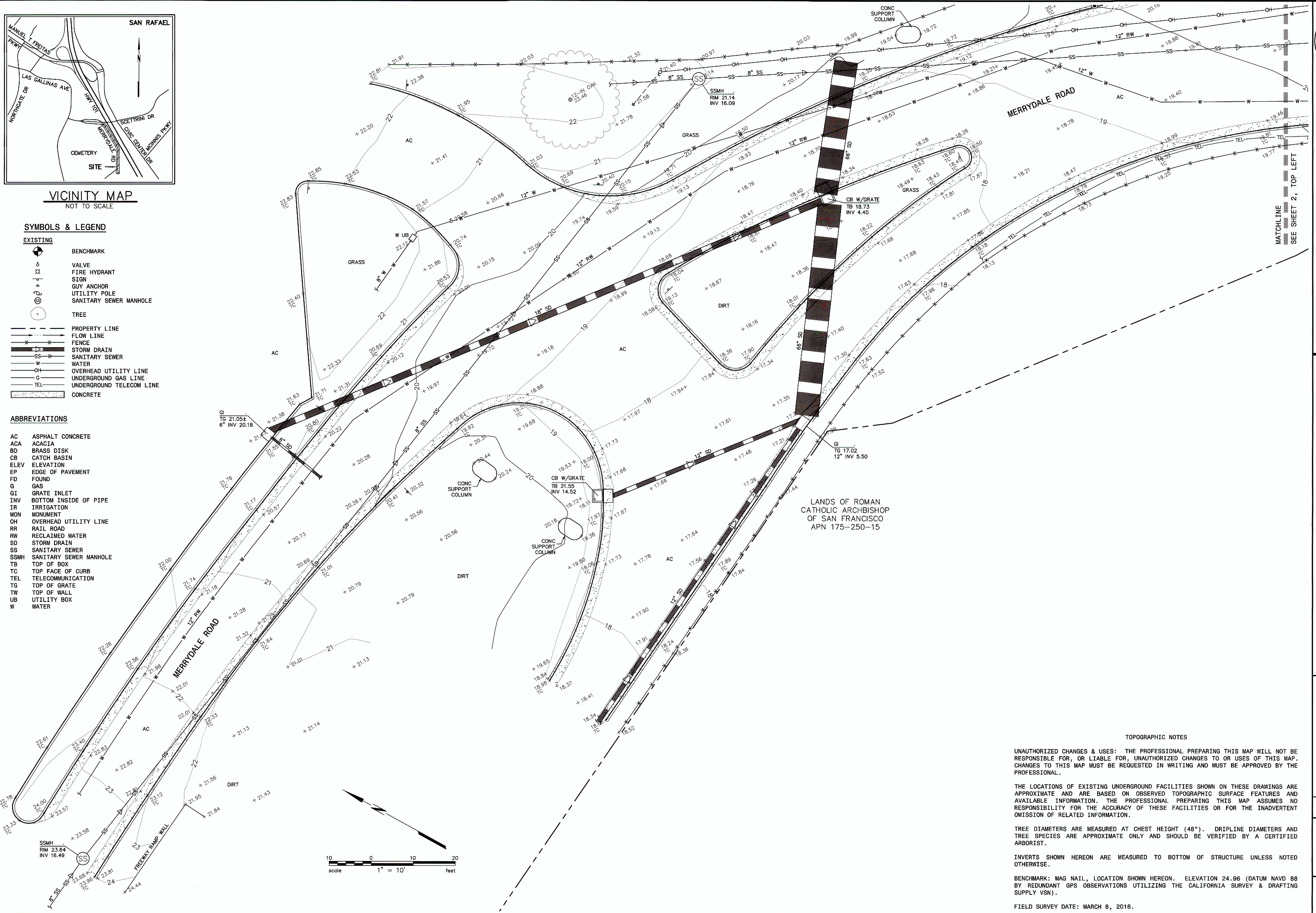
SYMBOLS & LEGEND

EXISTING

- BENCHMARK
- VALVE
- FIRE HYDRANT
- SIGN
- GUY ANCHOR
- UTILITY POLE
- SANITARY SEWER MANHOLE
- TREE
- PROPERTY LINE
- FLOW LINE
- FENCE
- STORM DRAIN
- SANITARY SEWER
- WATER
- OVERHEAD UTILITY LINE
- UNDERGROUND GAS LINE
- UNDERGROUND TELECOM LINE
- CONCRETE

ABBREVIATIONS

- AC ASPHALT CONCRETE
- ACA ACACIA
- BD BRASS DISK
- CB CATCH BASIN
- ELEV ELEVATION
- EP EDGE OF PAVEMENT
- FD FOUND
- G GAS
- GI GRATE INLET
- INV BOTTOM INSIDE OF PIPE
- IR IRRIGATION
- MON MONUMENT
- OH OVERHEAD UTILITY LINE
- RR RAIL ROAD
- RW RECLAIMED WATER
- SD STORM DRAIN
- SS SANITARY SEWER
- SSMH SANITARY SEWER MANHOLE
- TB TOP OF BOX
- TC TOP FACE OF CURB
- TEL TELECOMMUNICATION
- TG TOP OF GRATE
- TW TOP OF WALL
- UB UTILITY BOX
- W WATER



JASON KIRCHMANN
PLS 8806
44116



MERRYDALE ROAD
SAN RAFAEL
CALIFORNIA
TOPOGRAPHIC MAP

No.	Revisions

Date: MAR 2016	Scale: AS SHOWN	Design: N/A	Drawn: AEG	Approved: JAK	Job No: 20159023-13
Drawing Number:					

TOPOGRAPHIC NOTES

UNAUTHORIZED CHANGES & USES: THE PROFESSIONAL PREPARING THIS MAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THIS MAP. CHANGES TO THIS MAP MUST BE REQUESTED IN WRITING AND MUST BE APPROVED BY THE PROFESSIONAL.

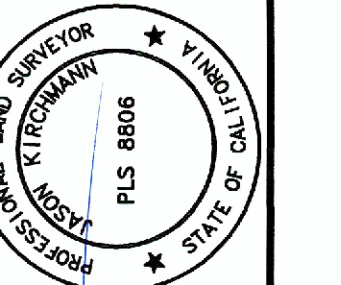
THE LOCATIONS OF EXISTING UNDERGROUND FACILITIES SHOWN ON THESE DRAWINGS ARE APPROXIMATE AND ARE BASED ON OBSERVED TOPOGRAPHIC SURFACE FEATURES AND AVAILABLE INFORMATION. THE PROFESSIONAL PREPARING THIS MAP ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THESE FACILITIES OR FOR THE INADVERTENT OMISSION OF RELATED INFORMATION.

TREE DIAMETERS ARE MEASURED AT CHEST HEIGHT (48"). DRILINE DIAMETERS AND TREE SPECIES ARE APPROXIMATE ONLY AND SHOULD BE VERIFIED BY A CERTIFIED ARBORIST.

INVERTS SHOWN HEREON ARE MEASURED TO BOTTOM OF STRUCTURE UNLESS NOTED OTHERWISE.

BENCHMARK: MAG NAIL, LOCATION SHOWN HEREON. ELEVATION 24.96 (DATUM NAVD 88 BY REDUNDANT GPS OBSERVATIONS UTILIZING THE CALIFORNIA SURVEY & DRAFTING SUPPLY VSN).

FIELD SURVEY DATE: MARCH 8, 2016.



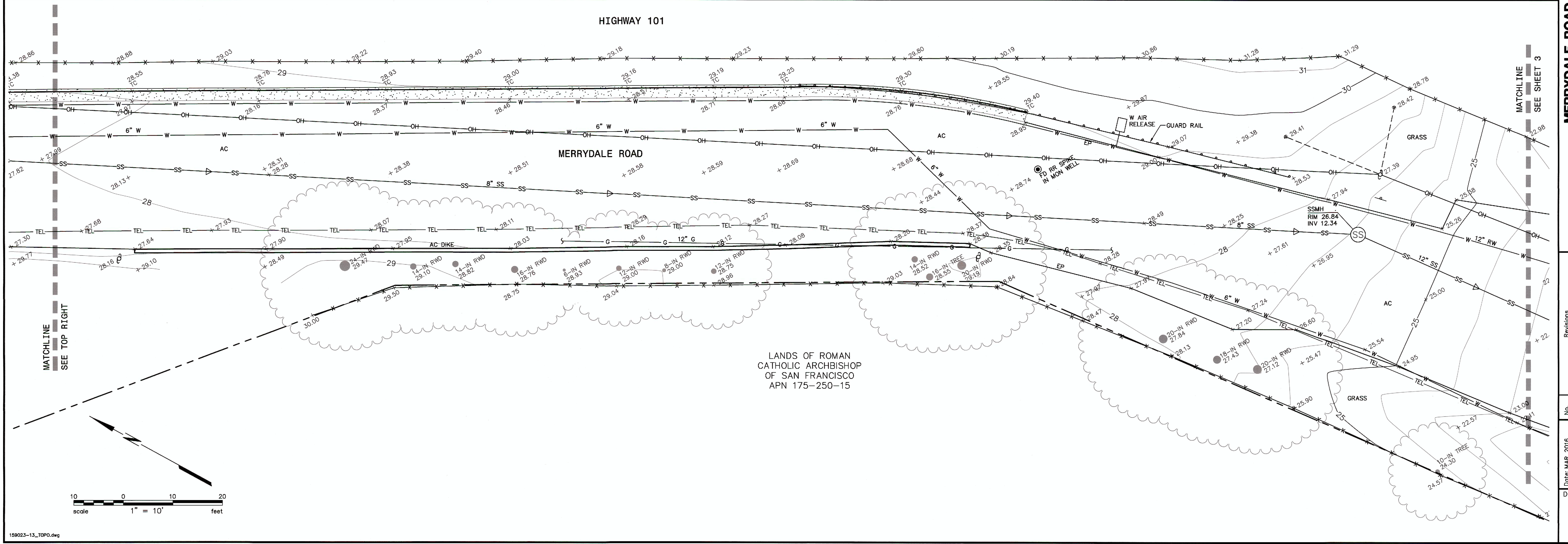
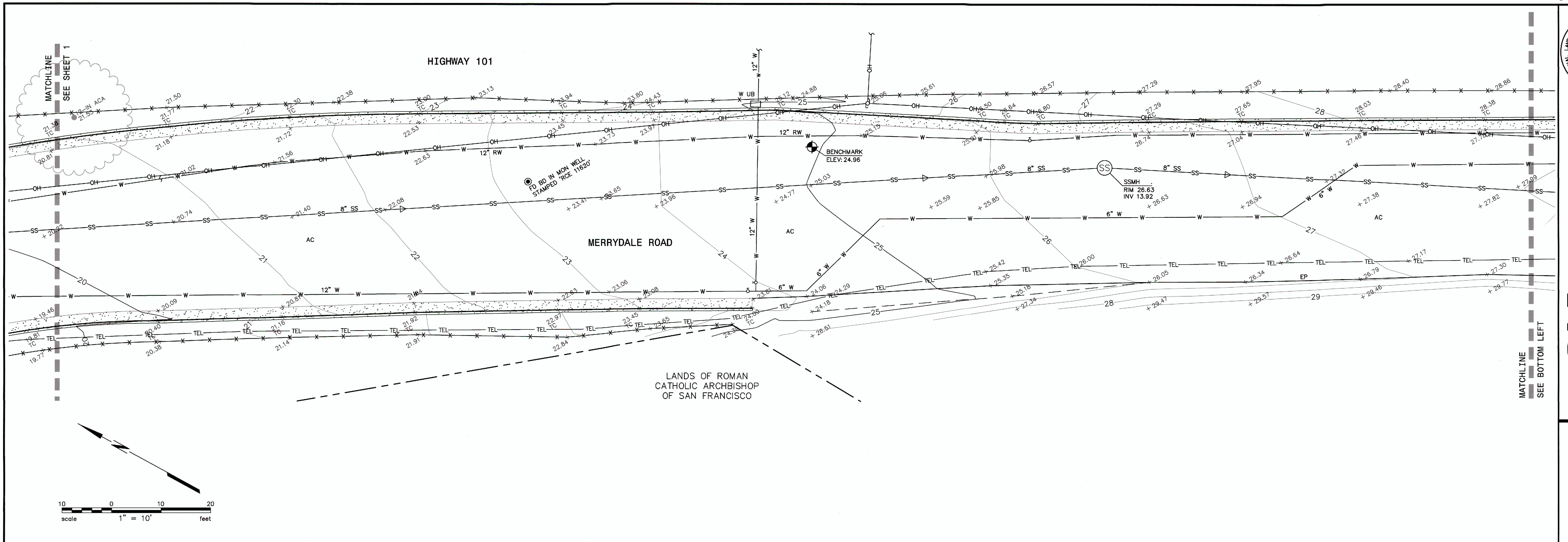
11/11/16
JASON KIRCHMANN
PLS 8806

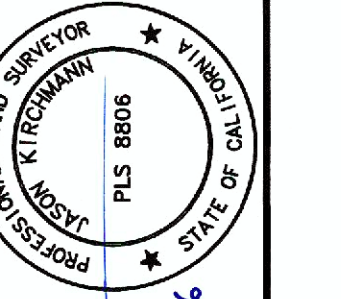


MERRYDALE ROAD
SAN RAFAEL
CALIFORNIA
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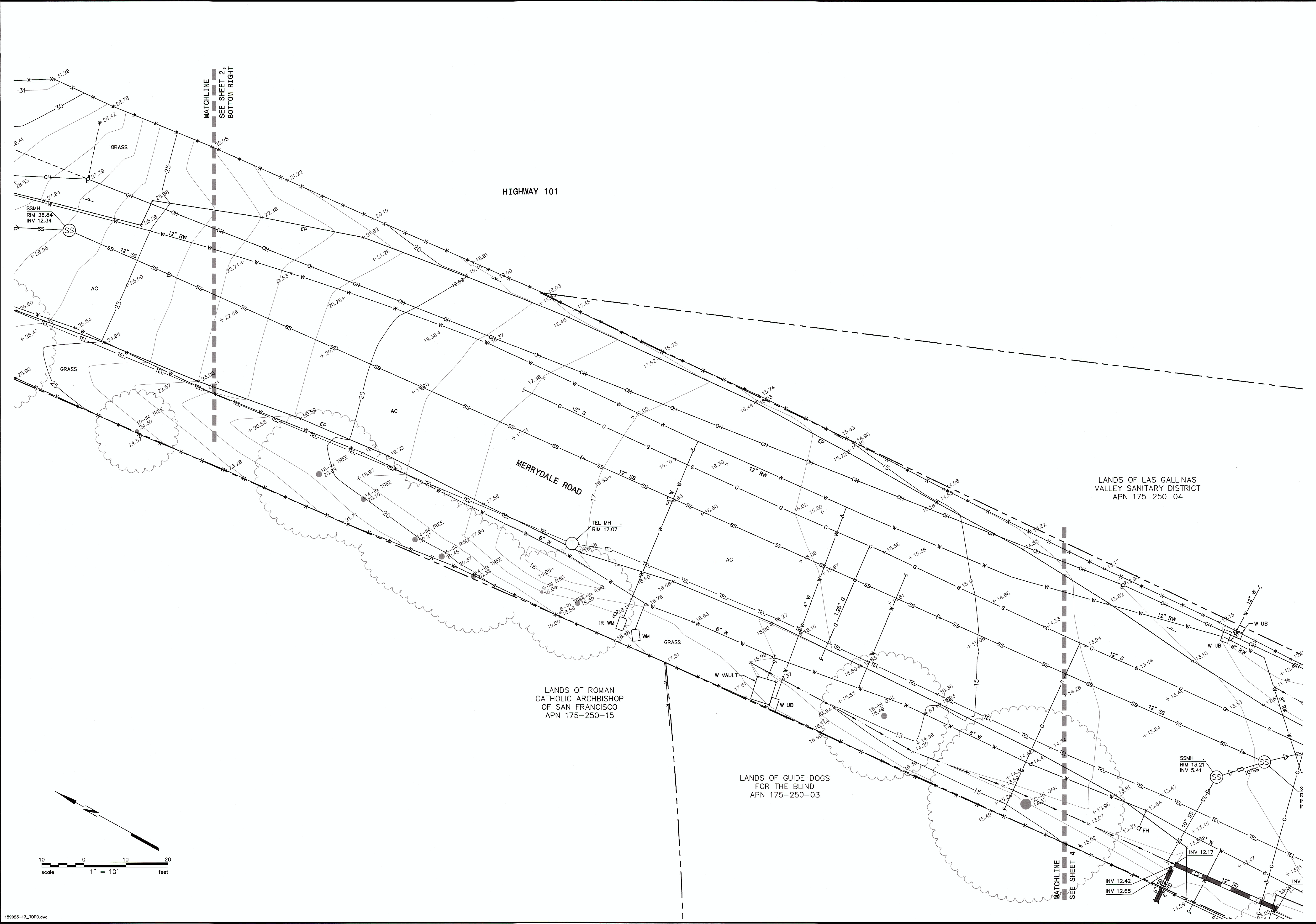
**MERRYDALE ROAD
SAN RAFAEL
CALIFORNIA**

TOPOGRAPHIC MAP

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Approved: JAK	
Job No: 20159023-13	

Drawing Number:



Plot: Apr 04, 2016 at 8:05am
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