



**REQUEST FOR PROPOSAL (RFP)  
FOR PROFESSIONAL SERVICES FOR ENGINEERING AND TRAFFIC SURVEYS (E&TS)**

**March 23, 2018**

**Introduction**

The City of San Rafael (City) hereby requests proposals from qualified consultants for the update of Engineering and Traffic Surveys (E&TS) along sixty-three (63) roadway segments throughout the city. The speed survey will include the development of recommendations for all study roadway segments based on information collected and provided by the City. The final product sought is a final report in binder format suitable for filing with the court system.

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.

**Project Description**

The City is requesting a study to conduct Engineering and Traffic Surveys (E&TS) to review existing speed limits throughout the city. The speed survey will include collecting new speed and average daily traffic (ADT) count data, and the development of recommendations for a total of sixty-three (63) roadway segments listed in *Attachment A*.

Speed zones can only be established based on E&TS in accordance with traffic engineering practices based on the 2014 California Manual of Uniform Traffic Devices (CA-MUTCD) Revision 3 and the California Vehicle Code (CVC). The E&TS will consist of an existing speed distribution of free-flowing vehicles using an independently calibrated radar gun, review of mid-block collision history based on collision records provided by the City, and study roadway segment characteristics review. The E&TS shall be completed in conformance with CVC Sections 627 and 40802 and the latest California MUTCD. Based on the findings of the E&TS, the consultant will prepare speed zone recommendations in accordance with CVC 627, CVC 40802, and the 2014 CA-MUTCD Revision 3.

**Anticipated Schedule**

Proposals due to Public Works	5:00 PM, local time, on Thursday, March 29, 2018
Consultant Selection	Monday, April 2, 2018
Consultant Recommendation Presented to City Council	7:00 PM, local time, on Monday, April 16, 2018
Draft Report (Task 5)	Six (6) weeks from receipt of all data in Task 2
Preliminary Final Report (Task 6)	Two (2) weeks from receipt of Draft Report comments
Final Report (Task 6)	Two (2) weeks from receipt of Preliminary Final Report comments

## **Scope of Services**

The City is seeking consulting services for the following tasks:

### **Task 1: Project Management and Coordination**

This task includes general project management related tasks including preparation of invoices, budget oversight, adherence to project scheduling, general project coordination, and attendance at one (1) project kick-off meeting with City staff. This meeting is intended to be a workshop format where the entire team will discuss project goals and objectives. In addition, the following information will be provided by the City:

- Collision data (State Wide Integrated Traffic Records Systems (SWITRS) data files for the past three years)
- Previous speed survey report data
- GIS map for development of the speed map

Two (2) additional meetings, outside of the kick-off meeting, to review the draft speed survey documentation and City's comments on the draft project report is included in this scope of services.

#### **Deliverables:**

- Project schedule and updates
- Meeting agendas and minutes for all coordination meetings

### **Task 2: Data Collection**

Prior to commencement of data collection, the Consultant will conduct field observations for each of the study roadway segments that will be surveyed. The purpose of the field observations will be to identify roadway conditions, land uses, parking turnover, pedestrian activity, sight distance constraints, driveways, geometry, and other roadside conditions not readily apparent to the driver. The field review will also include an inventory of the existing speed limit signs along the roadways including sign location and speed limit. The field data will be recorded on a map in a similar format as Figure 2B-101 (CA) of the California MUTCD.

Equally important during the initial field observation is establishing the exact location for the collection of the radar surveys. Site selection is critical to the accurate collection of free-flow speeds. The ideal location is situated beyond the influence of stops, dips, curves, parked vehicles, and any other condition that may affect the normal speed of travel. The ideal site must also allow for the collection of data to occur without coming to the attention of the motorists. After identifying the locations, the Consultant will provide the information to the City for review prior to the speed data collection effort. Radar speed surveys will be conducted in good weather and on a typical weekday (Tuesday through Thursday), outside of the peak period (not between 7:00 a.m. to 9:00 a.m. or 4 p.m. to 6 p.m.) at sixty-three (63) survey points. The study roadway segments will be surveyed during free-flow periods, and 100 samples will be taken in each direction at each high-volume location or multi-lane roadway. For low volume locations, the survey will be conducted for a minimum of one hour, and will continue until 50 samples in each direction are obtained. Although not expected, for extremely low volume locations, a maximum of two hours will be dedicated to collecting samples, although this method shall be confirmed with the City prior to limiting the

surveys to under 50 per direction. This scope of services should include up to ninety-five (95) hours for speed survey data collection.

New ADT counts will need to be collected for three consecutive days, on a Tuesday, Wednesday, and Thursday, for a total of 72 hours at the study roadway segments. Traffic counts will not be collected on holidays or during abnormal weather conditions, on school breaks or periods of scheduled lane or street closures for construction and/or events. The volume data will be summarized in 15-minute increments, will include AM and PM peak hours, and a 24-hour summary.

Deliverables:

- All raw data collected in Excel format
- Data summaries of collected data in PDF format

**Task 3: Collision History Evaluation**

The Consultant will review the collision history data provided by the City or obtained from SWITRS for all study roadway segments. Collision rates will be calculated based on the consecutive three-year mid-block collision records and collected average daily traffic (ADT) volumes for each study roadway segment. The calculated rates will be compared with average expected collision rates for similar streets within the city and to the collision rates for similar roadway segments as summarized in the latest version of the California Department of Transportation Accident Data on California State Highways.

Deliverables:

- Tabulated actual rates, City average rates of similar segments, and California Department of Transportation Accident Data on California State Highways rates in Microsoft Excel format

**Task 4: Develop Recommendations of Speed Limits**

Upon receipt of the speed survey data, the Consultant will enter the data into a statistical analysis software package or Excel summary sheet. For each study roadway segment, the 50th and 85th percentile speeds, 10 mph pace, and number and percent in pace speed will be calculated.

Prior to reduction of the data, the Consultant will confirm the method and format of the data summaries to be prepared. The data summaries will include segment name, limits of surveys, existing speed limit, proposed speed limit, dates and times of surveys, speed data, statistical results, and speed justification as appropriate.

Based on the statistical results of the speed surveys, collision review, and the field review of roadside conditions and characteristics, a recommendation of posted speed limits will be made for each study roadway segment. The recommended speed limit for each study roadway segment will be summarized individually on the abovementioned data summary sheets.

Deliverables:

- Tabulated data summaries in Excel format

**Task 5: Draft Report**

The consultant shall prepare a draft report and include an introduction, a discussion on “realistic speed zoning”, operational procedures, applicable CVC sections, collision history, a summary table of recommended speeds, individual summary sheets, statistical data sheets, raw radar speed survey data for each study roadway segment, color maps in 11”x17” format showing the recommended speed limits, and a radar device certification certificate. The report shall include the

two-page summary reports (Cumulative Speed Curve Sheet and Vehicle Speed Survey Sheet) prepared in Task 4. In addition, the Consultant shall provide a summary for each study roadway segment.

Deliverables:

- E&TS Draft Report in PDF format

**Task 6: Final Report**

Based on one set of non-conflicting comments on the draft report, the Consultant shall prepare a final report. The Consultant shall submit a preliminary final report in PDF format for final review and approval by the City. Any additional comments provided by the City shall be incorporated into the document and final report submitted. The final report shall be in binder format and suitable for filing with the court system. Five (5) copies of the completed Final Report including the 11"x17" speed map and an electronic copy of the Final Report including the 11"x17" speed map in PDF format shall be provided by the Consultant.

Deliverables:

- E&TS Final Report in binder and PDF format

**City Responsibility**

The City shall provide the following:

1. List of the sixty-three (63) speed zones
2. Collision Data for the past three years (State Wide Integrated Traffic Records Systems)
3. Previous speed survey report data
4. GIS map of the roadways for the development of the speed map by Consultant
5. 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.
6. 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. 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.

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 proposed Scope of Services and proposed timeline as outlined in this RFP.

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

At a minimum, Proposals shall include:

1. Proposals must be electronically mailed in PDF format no later than **5:00 PM, local time, on March 29, 2018**. Subject line: "Proposal for Professional Services for Engineering and Traffic Surveys"

E-mail to:

Lauren Davini, PE

Lauren.Davini@cityofsanrafael.org

2. 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.
3. Project understanding outlining the consultant's basic understanding of the project and identifying key issues to be addressed during the project and any insights.
4. A detailed project approach and level of effort, in accordance with the section entitled "Scope of Work" of this RFP.
5. A project schedule including at minimum, those tasks outlined in the section entitled "Scope of Work" of this notice.
6. 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 completed.
  - 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.
- 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 48 hours prior to the due date as set forth in this RFP. Consultants shall contact Lauren Davini at [lauren.davini@cityofsanrafael.org](mailto:lauren.davini@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/2018-engineering-and-traffic-survey-request-for-proposal/>
- 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 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. 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. Familiarity with state and federal procedures (10 points)
6. Commitment to adhering to the project schedule and budget (10 points)
7. 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**

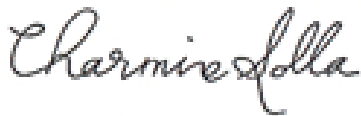
- Professional Services Agreement  
The consultant selected to provide the scope of services shall use the City of San Rafael’s standard Professional Services Agreement. A copy of the template of this agreement is attached to this RFP. Submittal of a Proposal is acceptance of the Professional Services 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. List of sixty-three (63) speed zone segments

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

Sincerely,



Charmine Solla, PE, TE  
Deputy Director of Public Works

**AGREEMENT FOR PROFESSIONAL SERVICES WITH  
[NAME]  
FOR ENGINEERING SERVICES**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **CITY OF SAN RAFAEL** (hereinafter "**CITY**"), and **[NAME]**, a California corporation (hereinafter "**CONSULTANT**").

**RECITALS**

**WHEREAS**, the **CITY** has determined that professional engineering services are required in connection with the **CITY** project entitled "2018 Engineering and Traffic Surveys (E&TS)," in which 63 road segments throughout the **CITY** must be assessed and speed zone recommendations developed; 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**. **[PROJECT DIRECTOR’S 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** Proposal dated **[DATE]**, marked as Exhibit "A," attached hereto, and incorporated herein.

3. **DUTIES OF CITY.**

**CITY** shall compensate **CONSULTANT** as provided in Paragraph 4, and shall perform the duties 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 at the hourly rates shown in the "Hourly Rate Schedule" included in Exhibit "A" attached hereto, with a total not-to-exceed amount of **[COST]** for costs and services of **CONSULTANT** provided under this Agreement.



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 [DATE], 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.

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.

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 occurrence/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 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, **CONTRACTOR** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONTRACTOR** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONTRACTOR** 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 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.** In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault.

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 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:

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: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

and

\_\_\_\_\_  
LINDSAY LARA, City Clerk

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT F. EPSTEIN, City Attorney

San Rafael - 2018 Engineering and Traffic Surveys	
Segment No.	Study Segment Limits
1	2nd St. (Zone 1), between Marquard Ave. and Hayes St.
2	2nd St. (Zone 2), between Hayes St. and Grand Ave.
3	3rd St. (Zone 1), between Mooring Rd. and Grand Ave.
4	3rd St. (Zone 2), between Grand Ave. and Hayes St.
5	4th St., between H St. and Lincoln Ave.
6	4th st., between Ross Valley and Marquard Ave.
7	5th Ave., between Grand Ave. And H St.
8	5th Ave., between H St. and West End
9	Andersen Dr. (Zone 1), between Bellam Blvd. and Sanitary Treatment Plant
10	Andersen Dr. (Zone 2), between Francisco Blvd. West and Bellam Blvd.
11	Andersen Dr. (Zone 3), between Francisco Blvd. West and Lindaro St.
12	Arias St., between Nova Albion Wy. and Las Pavadas Ave.
13	B St., between Woodland Ave. and Second St.
14	Balboa St., between Pt. San Pedro and Lochinvar Rd.
15	Bellam Blvd., between Auburn St. and Kerner Blvd.
16	Civic Center Dr., between Freitas Pkwy. and Avenue of the Flags
17	Civic Center Dr., between N. San Pedro Rd. and Avenue of the Flags
18	D St., between Second St. and Antonette Ave.
19	Del Ganado Rd., between M.T. Freitas Pkwy. and West End
20	Dubois St., between Irwin St. and Woodland Ave.
21	Francisco Blvd. East (Zone 1), between Bellam Blvd. and Grand Ave.
22	Francisco Blvd. East (Zone 3), between Irene St. and I-580
23	Francisco Blvd. West (Zone 1), between Rice Dr. And Second St.
24	Francisco Blvd. West (Zone 2), between Southbound US-101 Ramps and Rice Dr.
25	Golden Hinde Blvd., between Nova Albion Wy. and Los Ranchitos Rd.
26	Grand Ave., between Mission Ave. and Villa Ave.
27	Grand Ave., between Mountain View Ave. and Jewel St.
28	Hetherton St., between Mission Ave. and Second St.
29	Irwin St., between Second St. and Mission Ave.
30	Kerner Blvd., between Bellam Blvd. and Canal St.
31	Kerner Blvd., between Irene St. and Bellam Blvd.
32	Las Colindas Ave., between Las Ovejas Ave. and Las Pavadas Ave.
33	Las Gallinas Ave., between Cherry Hill Dr. and Lucas Valley Rd.
34	Las Gallinas Ave., between Cherry Hill Dr. and Manuel T Freitas Pkwy.
35	Las Ovejas Ave., between Montecillo Rd. and Las Colindas Ave.
36	Las Pavadas Ave., between Mantecillo Rd. and Las Colindas Ave.
37	Lincoln Ave., between Linden Ln. and Irwin St.
38	Lindaro St., between Woodland and Second St.
39	Linden Ln., between Lincoln Ave. and Grand Ave.
40	Los Gamos Rd., between Lucas Valley Rd. and End
41	Los Ranchitos Rd., between Merrydale Rd. and Circle Rd.
42	M.T. Freitas Parkway, between Montecillo and Redwood Hwy
43	McInnis Pkwy., between Civic Center Dr. and Waterside Cir.
44	Mission Ave., between Embarcadero Wy. and Lincoln Ave.

**San Rafael - 2018 Engineering and Traffic Surveys**

Segment No.	Study Segment Limits
45	Mission Ave., between Lincoln Ave. and H St.
46	Mitchell Blvd., between Redwood dr. and West End
47	Montecillo Rd., between Nova Albion Wy. and Las Ovejas Ave.
48	Mountain View Ave., between Grand Ave. and East End
49	N.San Pedro Rd., between Los Ranchitos and Golf
50	Northgate Dr., between Las Gallinas Ave. and Los Ranchitos Rd.
51	Nova Albion Wy., between Las Gallinas Ave. and Northgate Dr.
52	Point San Pedro Rd., between Bay Wy. and Bayview Dr.
53	Point San Pedro Rd., between Main Dr. and Riviera Dr.
54	Point San Pedro Rd., between Marina Blvd. and Porto Bello Dr.
55	Point San Pedro Rd., between Riviera Dr. and Biscayne Dr.
56	56 Professional Center Pkwy., between Redwood Hwy. and Channing Wy.
57	Redwood Hwy (Zone 1), between Smith Ranch Rd. and 4222 Redwood Hwy.
58	Redwood Hwy (Zone 2), between Manual T. Freitas and 4222 Redwood Hwy.
59	Riviera Dr., between Pt. San Pedro and Biscayne Dr.
60	Smith Ranch, between Redwood Hwy. and East End
61	Villa Ave., between Lillian Ln. and Grand Ave.
62	Woodland Ave. (Zone 1), between B St. and Du Bois St.
63	Woodland Ave. (Zone 2), between Du Bois St. and Auburn St.