



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Director of Public Works

City Manager Approval: 

TOPIC: THIRD STREET REHABILITATION PROJECT

SUBJECT: ADOPT RESOLUTIONS RELATED TO THE THIRD STREET REHABILITATION PROJECT, CITY PROJECT NO. 11315

1. RESOLUTION AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION AGREEMENT FOR THIRD STREET REHABILITATION PROJECT TO GHILOTTI BROS. INC., IN THE AMOUNT OF \$18,248,707.54, AND AUTHORIZING CONTINGENCY FUNDS IN THE AMOUNT OF \$2,551,292.46 FOR A TOTAL APPROPRIATED AMOUNT OF \$20,800,000.
2. RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CSW/STUBER-STROEH ENGINEERING GROUP, INC. FOR ENGINEERING CONSTRUCTION SUPPORT SERVICES ASSOCIATED WITH THIRD STREET REHABILITATION PROJECT, IN THE AMOUNT OF \$117,000 FOR NEW TOTAL PROFESSIONAL SERVICES AGREEMENT OF \$1,042,782.
3. RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A REIMBURSEMENT AGREEMENT WITH THE SAN RAFAEL SANITATION DISTRICT FOR BID SCHEDULE B OF THE CONSTRUCTION CONTRACT, CONSTRUCTION MANAGEMENT, AND MATERIAL TESTING SERVICES FOR THE THIRD STREET REHABILITATION PROJECT.
4. RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A REIMBURSEMENT AGREEMENT WITH THE MARIN MUNICIPAL WATER DISTRICT FOR BID SCHEDULE C OF THE CONSTRUCTION CONTRACT AND CONSTRUCTION MANAGEMENT FOR THE THIRD STREET REHABILITATION PROJECT.

RECOMMENDATION: Staff recommends that the City Council:

1. Adopt a resolution awarding and authorizing the City Manager to execute the Construction Agreement for the Third Street Rehabilitation Project to Ghilotti Bros. Inc. (GBI), in the Amount of \$18,248,707.54 and authorizing contingency funds in the amount of \$2,551,292.46 for a total appropriated amount of \$20,800,000.
2. Adopt a resolution approving and authorizing the City Manager to execute an amendment to the professional services agreement with CSW/Stuber-Stroeh

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

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Engineering Group, Inc. (CSW), for engineering construction support services associated with the Third Street Rehabilitation Project, in the amount of \$117,000 for a new total professional services agreement of \$1,042,782.

3. Adopt a resolution approving and authorizing the City Manager to execute a reimbursement agreement with the San Rafael Sanitation District for Bid Schedule B of the construction contract, construction management, and material testing services for the Third Street Rehabilitation Project.
4. Adopt a resolution approving and authorizing the City Manager to execute a reimbursement agreement with the Marin Municipal Water District for Bid Schedule C of the construction contract and construction management of the Third Street Rehabilitation Project.

BACKGROUND:

The Transportation Authority of Marin (TAM) established the Measure A Expenditure Plan (Plan) in 2004. In June 2021 TAM renewed the funding under TAM Measure AA. Both Measure A and Measure AA are voter-approved sales taxes, providing funds for major roadway projects in Marin County. Measure A and AA projects were prioritized based on roadway condition, traffic volumes, transit frequency, and existing bicycle and pedestrian access. Approximately \$12.9 million in Measure A and AA funds has been allocated from TAM for design and construction of the Third Street Rehabilitation project. The construction funding was authorized by the TAM Board of Commissioners on May 27, 2021, after the City Council adopted a resolution on [May 3, 2021](#) accepting the Third Street Rehabilitation project and directing staff to request funding. Staff has identified other local funding sources to provide the balance of funding needed for this project (see Fiscal Impact below).

The overall project scope represents a multi-year collaborative effort between the City of San Rafael, San Rafael Sanitation District (SRSD), and Marin Municipal Water District (MMWD) to make improvements to Third Street from Union Street to Miracle Mile. The project consists of pavement rehabilitation, pedestrian and bicycle safety improvements, curb ramp and intersection improvements, utility infrastructure updates, intersection lighting and traffic signal upgrades, addition of trees, and reconfiguring the roadway between West Street and Shaver Street to allow room for an eight-foot-wide Class IV cycle track on the south side of Second Street with a dedicated sidewalk for pedestrians. The two utility districts agreed to collaborate with the City of San Rafael in order to benefit from the economies of scale of the larger project and to minimize the construction duration and subsequent impact to the traveling public from this significant improvement to one of San Rafael's most heavily used traffic corridors. The project will also anticipate the conversion of B Street to two-way traffic by making improvements to the Third Street and B Street intersection to accommodate two-way traffic flow. Changes to B Street to convert it to two-way traffic will be constructed through a separate contract or as a change-order to the Third Street Rehabilitation Project if sufficient contingency remains available.

In addition to this project, San Rafael will soon advertise a separate project, the Third Street Safety Project, which is funded by the Highway Safety Improvement Program (HSIP) administered by Caltrans, Gas Tax, and Traffic Mitigation funds. The Safety Project will make additional improvements to several intersections near the freeway and Transit Center. Together, these two major projects will fully improve Third Street from Union Street to the east, to the intersection of Fourth and Second Streets to the west. Staff anticipates bringing the Safety Project to Council in Spring 2022 and the construction work will overlap with the Rehabilitation Project. The combined projects will occur over the next year and a half. The work will maintain two lanes of traffic during commute hours for the duration of the project with significant portions of the work occurring at night to minimize impacts to travelers through San Rafael.

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On November 24, 2021, the project was advertised in accordance with San Rafael's Municipal Code.

ANALYSIS: On January 10, 2022, the following bids were received and read aloud:

<u>NAME OF BIDDER</u>	<u>BASIS OF AWARD BID AMOUNT</u>
Ghilotti Bros., Inc.	\$18,248,707.54
Ghilotti Construction Company, Inc.	\$19,125,364.00
Argonaut Constructors	\$19,149,212.50
Bauman Landscape and Construction, Inc.	\$20,897,991.00
Thompson Builders Corporation	\$24,416,744.50

The construction bids have been reviewed by City staff and the low bid from Ghilotti Bros., Inc. (GBI) in the amount of \$18,248,707.54 was found to be both responsive and responsible. City staff recommends awarding the construction contract to GBI for the bid amount and recommends the City Council authorize a construction contingency of approximately twelve percent in an amount of \$2,551,292.46 for a total authorized amount of \$20,800,000.

Although the Third Street Rehabilitation Project is a multiagency venture between the City, MMWD, and SRSD, the City is the lead agency and with the assistance of Coastland Engineering (Coastland) will run the construction management of the project. The bid package was split up into separate bid schedules to define each agency's scope of work. MMWD and SRSD will reimburse the City for the cost of constructing their specific Bid Schedule and the shared cost of Coastland's construction management and inspection services. Coastland's contract was approved by the City Council on June 21, 2021 in an amount not to exceed \$1,168,300 using TAM Measure A and AA funds. Table 1 summarizes the Joint Project construction expenses.

Table 1: Construction Expense Summary

Project Element	Expense Amount
Roadway Project Bid Schedule A (San Rafael)	*\$13,000,000
SRSD Pipeline Project Bid Schedule B (SRSD)	*\$4,400,000
MMWD Pipeline Project Bid Schedule C (MMWD)	*\$3,400,000
Construction Support PSA Amendment CSW	\$117,000
Total recommended to be appropriated	\$20,917,000

*Include contingency

Additional Construction costs previously appropriated:

Construction Management **\$1,168,300

** Includes Material Testing for City & SRSD project components only

In November 2019 the City retained CSW for engineering design and environmental clearance services for an amount not to exceed \$925,782. Now that the project has moved into construction, staff recommends the City Council approve the proposed contract amendment for CSW for engineering construction support, including monument preservation, and culvert repair support. The proposed amendment to the professional services agreement will increase the agreement by \$117,000 increasing the total not-to-exceed amount under the agreement to \$1,042,782.

PUBLIC OUTREACH: Public Works has engaged the community and key stakeholders over the last four years to receive feedback as summarized below:

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- July 2017: Technical Working Group Meeting
- October 2017: Community Working Group Meeting
- November 2017: Community Meeting #1 - Feasibility Study
- February 2018: Community and Technical Working Group Meeting
- March 2018: Community Meeting #2 - Feasibility Study
- June 3, 2019: Feasibility Study Report Presentation at City Council
- July 15, 2020: Technical Working Group Meeting
- August 5, 2020: City's Bicycle and Pedestrian Advisory Committee (BPAC)
- August 23, 2020: Community Working Group Meeting
- September 23, 2020: Community Meeting #3
- October 8, 2020: Economic Development Subcommittee Meeting
- October 21, 2020: Association of Neighborhoods Meeting
- November 2, 2020: City Council Informational Report
- December 2, 2020: City's Bicycle and Pedestrian Advisory Committee (BPAC)
- February 3, 2021: City's Bicycle and Pedestrian Advisory Committee (BPAC)
- March 24, 2021: Community Meeting #4
- May 3, 2021: City Council Presentation
- May 10, 2021: Presentation to TAM Executive Committee

In addition to these meetings, Public Works has maintained an updated project website and met with residents and business owners virtually and onsite to discuss key issues.

FISCAL IMPACT: Funding for the project includes revenues from several different sources. The original project sponsor was TAM, who allocated \$12,954,106 to the Roadway Project under Measure A and AA. To date \$2,468,300 of the TAM allocation has been expended for the feasibility study, environmental clearance, final design, and Coastland's construction management, inspection, and material testing contract. The remaining \$10,485,806 will contribute to the construction phase of the Roadway Project.

The agreement with SRSD details their commitment to reimburse the City for all costs associated with the SRSD Pipeline Project, including the low bid contractors Bid Schedule B in the amount of \$3,871,760 and any associated change orders (\$528,240 in contingency). Table 1 shows the total Bid Schedule B with contingency that is used in the Table 2 funding summary. The agreement also includes a provision for reimbursement of costs related to construction management in the amount of \$199,000, material testing associated with the pipeline work, and pavement restoration in the amount of \$180,700. Coastland will separately track the material testing associated with the SRSD pipeline project and SRSD will pay the actual cost for material testing for Bid Schedule B.

The agreement with MMWD details their commitment to reimburse the City for all costs associated with the MMWD Pipeline Project, including the low bid contractor's Bid Schedule C in the amount of \$3,025,275 and any associated change orders (\$374,725 in contingency). Table 1 shows the total Bid Schedule C with contingency that is used in the Table 2 funding summary. The agreement also includes a provision for reimbursement of costs related to construction management in the amount of \$155,757 and pavement restoration in the amount of \$159,570. MMWD will perform their own material testing for the MMWD pipeline project.

Staff proposes to fund the remaining construction cost with a combination of Gas Tax Fund #206 Road Maintenance and Rehabilitation Account (RMRA), Traffic Mitigation Fund #246, and City Technology Fund. Table 2 below summarizes the Joint Project's construction funding sources and staff recommended appropriations for this project.

Table 2: Construction Funding Summary

Funding Source	Funding Amount
Transportation Authority of Marin (Measure A and AA)	\$10,485,806
San Rafael Sanitation District	\$4,779,700
Marin Municipal Water District	\$3,715,328
Gas Tax Fund #206- RMRA	\$1,524,166
Traffic Mitigation Fund #246	\$290,000
Technology Fund	\$122,000
Total	\$20,917,000

From Table 2, Staff specifically proposes to fund the amendment to the professional services agreement for CSW in the amount of \$117,000 with TAM Measure A and AA funding.

OPTIONS: The scope of the project, including the San Rafael Sanitary District and Marin Municipal Water District work are all to be constructed under a single construction contract. Therefore the City Council may adopt the four resolutions relating to this matter as follows:

1. Adopt a resolution awarding and authorizing the City Manager to execute the Construction Agreement for the Third Street Rehabilitation Project to Ghilotti Bros. Inc., in the Amount of \$18,248,707.54 and authorizing contingency funds in the amount of \$2,551,292.46 for a total appropriated amount of \$20,800,000.
2. Adopt a resolution approving and authorizing the City Manager to execute an amendment to the professional services agreement with CSW/Stuber-Stroeh Engineering Group, Inc., for construction support services associated with the Third Street Rehabilitation Project, in the amount of \$117,000 for a new total professional services agreement of \$1,042,782.
3. Adopt a resolution approving and authorizing the City Manager to execute a reimbursement agreement with the San Rafael Sanitation District for Bid Schedule B of the construction contract, construction management, and material testing services of the Third Street Rehabilitation Project.
4. Adopt a resolution approving and authorizing the City Manager to execute a reimbursement agreement with the Marin Municipal Water District for Bid Schedule C of the construction contract and construction management of the Third Street Rehabilitation Project.

Or,

5. Do not adopt the resolutions and provide further direction to staff.

RECOMMENDED ACTION: Adopt the resolutions.

ATTACHMENT:

1. Resolution awarding the construction agreement to Ghilotti Bros. Inc.
2. Resolution approving amendment to the professional services agreement with CSW/Stuber-Stroeh Engineering Group, Inc.
3. Amendment to the Professional Services Agreement with CSW/Stuber-Stroeh Engineering Group, Inc for Professional Services for the Third Street Rehabilitation Project, and corresponding Exhibit A (revised scope of work)
4. Resolution approving the reimbursement agreement with the San Rafael Sanitation District for the contract and construction management of the Third Street Rehabilitation Project.
5. Reimbursement agreement executed between the City and San Rafael Sanitation

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District.

6. Resolution approving the reimbursement agreement with the Marin Municipal Water District for the contract and construction management of the Third Street Rehabilitation Project.
7. Reimbursement agreement executed between the City and Marin Municipal Water District.
8. Correspondence

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION AGREEMENT FOR THE THIRD STREET REHABILITATION PROJECT TO GHILOTTI BROS. INC., IN THE AMOUNT OF \$18,248,707.54, AND AUTHORIZING CONTINGENCY FUNDS IN THE AMOUNT OF \$2,551,292.46 FOR A TOTAL APPROPRIATED AMOUNT OF \$20,800,000.

WHEREAS, the City desires to implement safety improvements along the Third Street corridor from Union Street to Miracle Mile; and

WHEREAS, the Transportation Authority of Marin (TAM) allocated Measure A and AA funding to the City for the Third Street Rehabilitation Project; and

WHEREAS, on the 10th day of January 2022, pursuant to due and legal notice published in the manner provided by law, inviting sealed bids or proposals for the work hereinafter mentioned, as more fully appears from the Affidavit of Publication thereof on file in the office of the City Clerk of the City of San Rafael, California, the City Clerk of said City did publicly open, examine, and declare all sealed bids or proposals for doing the following work in said City, to wit:

“Third Street Rehabilitation Project”

City Project No. 11315

in accordance with the plans and specifications therefore on file in the office of the Department of Public Works; and

WHEREAS, the bid of \$18,248,707.54 from Ghilotti Bros. Inc., at the unit prices stated in its bid, was and is the lowest bid for said work and said bidder is the lowest responsible bidder; and

WHEREAS, staff has recommended an additional 12% of the bid price for a contingency in the amount of \$2,551,292.46;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL RESOLVES as follows:

1. The plans and specifications for the “Third Street Rehabilitation Project”, City Project No. 11315 on file in the Department of Public Works, are hereby approved.

2. The bid of Ghilotti Bros., Inc. is hereby accepted at the unit prices stated in its bid, and the contract for said work and improvements is hereby awarded to Ghilotti Bros., Inc., at the stated unit prices.
3. The City Manager is authorized and directed to execute a contract with Ghilotti Bros. Inc., for the bid amount, subject to final approval as to form by the City Attorney, and to return the bidder's bond upon the execution of the contract.
4. Funds totaling \$20,800,000, which includes the construction award amount and contingency, will be appropriated for City Project No. 11315, as follows: \$10,485,806 from Transportation Authority of Marin(TAM) Measures A and AA funding; \$4,779,700 from San Rafael Sanitation District reimbursement agreement; \$3,715,328 from Marin Municipal Water District reimbursement agreement; \$1,524,166 from City's Gas Tax Fund #206; \$290,000 from City's Traffic Mitigation Fund #246; and \$122,000 from the Technology Fund.
5. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **Lindsay Lara**, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 7th of February 2022 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

File No.: 16.01.283

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST
AMENDMENT TO THE AGREEMENT WITH CSW/STUBER-STROEH ENGINEERING
GROUP, INC. FOR ADDITIONAL CONSTRUCTION SUPPORT SERVICES, IN AN
ADDITIONAL CONTRACT AMOUNT NOT TO EXCEED \$117,000**

WHEREAS, pursuant to City Council Resolution No. 14744, the City of San Rafael and CSW/Stuber-Stroeh Engineering Group, Inc. entered into a Professional Services Agreement dated November 18, 2019 for engineering design and environmental clearance services associated with the Third Street Rehabilitation Project in the amount not to exceed \$925,782 (the "Agreement"); and

WHEREAS, the City requires additional construction support services from CSW/Stuber-Stroeh Engineering Group, Inc. to cover the engineering and design construction support needed during the construction phase of the project; and

WHEREAS, staff received a proposal from CSW/Stuber-Stroeh Engineering Group, Inc. for the additional required services in a total amount not to exceed \$117,000; and

WHEREAS, staff has reviewed their proposal and found it to be complete and within industry standards; and

WHEREAS, \$117,000 will be appropriated from the Transportation Authority of Marin Measure A and AA for major roadways;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL

RESOLVES as follows:

1. The Council hereby approves and authorizes the City Manager to execute a First Amendment to the Professional Services Agreement with CSW/Stuber-Stroeh Engineering Group, Inc. for additional construction support services in connection with the associated with the Third Street Rehabilitation Project, in the amount of \$117,000 and a revised total contract value not to exceed \$1,042,782, in the form

included with the staff report supporting this resolution, subject to final approval as to form by the City Attorney.

2. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on Monday, the 7th day of February 2022 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH
CSW/STUBER-STROEH ENGINEERING GROUP, INC. FOR
PROFESSIONAL SERVICES FOR THE
THIRD STREET REHABILITATION PROJECT**

THIS FIRST AMENDMENT to the Professional Services Agreement by and between the **CITY OF SAN RAFAEL** (hereinafter “**CITY**”), and **CSW/STUBER-STROEH ENGINEERING GROUP, INC.**, (hereinafter “**CONSULTANT**”), is made and entered into as of the _____ day of _____, 2022.

RECITALS

WHEREAS, pursuant to City Council Resolution No.14744, the **CITY** and **CONSULTANT** entered into a Professional Services Agreement dated November 18, 2019 for engineering design and environmental clearance services associated with the **CITY’S** Third Street Rehabilitation project, for an amount not to exceed \$925,782 (the “Agreement”); and

WHEREAS, the **CITY** requires construction support, monument preservation, and culvert repair support services from the **CONSULTANT** during the construction phase, and the **CONSULTANT** is willing to provide such services. These additional services will result in a First Amendment for an amount not to exceed of \$117,000 and increases the total not to exceed under the Agreement to \$1,042,782,

AMENDMENT TO AGREEMENT

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. Section 2 of the Agreement, entitled “DUTIES OF CONTRACTOR” is hereby amended to include the additional services set forth in **CONSULTANT’S** proposal entitled “Additional Construction Support Services” dated January 18, 2022, attached to this First Amendment as Exhibit “A” and incorporated herein by reference.
2. Section 4 of the Agreement, entitled “COMPENSATION” is hereby amended to include additional compensation payable to **CONSULTANT** for the services described in Exhibit “A” to this First Amendment, on a time and

materials basis in accordance with the "Additional Construction Support Services" included in Exhibit "A", in a not-to-exceed amount of \$117,000, and to change the total not-to-exceed amount under the Agreement to \$1,042,782.

3. Except as specifically amended herein, all the other provisions, terms, and obligations of the Agreement between the parties shall remain valid and shall be in full force.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day, month, and year first above written.

CITY OF SAN RAFAEL

CONSULTANT:

JIM SCHUTZ, City Manager

By:  _____

ATTEST:

Name: Robert Stevens _____

LINDSAY LARA, City Clerk

Title: President/CEO _____

APPROVED AS TO FORM

and
By:  _____

ROBERT F. EPSTEIN, City Attorney

Name: Linda Schmid _____

Title: CFO _____



January 18, 2022

April Miller, PE
City Engineer
City of San Rafael
111 Morpew Street
San Rafael, CA 94901

Subject: Additional Construction Support Services Proposal for the Third Street Rehabilitation

Dear Ms. Miller:

Thank you for the opportunity to support your team and the San Rafael community in the rehabilitation of Third Street. The following are construction phase services that our team proposes to offer to support the project's construction.

- 1. Construction Support Services.** CSW|ST2, Parisi Transportation Consulting, and WRT will support the construction process including reviewing submittals, respond to contractor questions, provide technical guidance, visit the site on ten (10) occasions during construction, and prepare a punch list near the completion of construction. We will assist the City coordinating public utility relocations as well as confirm that the contractor's traffic management and construction mitigation plans are consistent with the contract documents. Our team will provide specialized support for inspection of the fiber optic construction.

Our team will provide the following: A final set of construction drawings and specifications incorporating all changes made during the bid process. Review submittals in electronic format. Responses to requests for information in narrative and drawing format. Reports of our field observations.

- 2. Monument Preservation.** The proposed improvement could impact the nearly 50 survey monuments (recorded and unrecorded) located along Third Street. In accordance with California law, CSW|ST2 will identify and find in the field these monuments and provide three permanent reference points (nail and brass tag marked PLS 9387) that can be used in the future to replace any monument that is disturbed or destroyed during the construction process. If multiple monuments are found in the same vicinity, we will use the same reference points to maximize efficiency

Once we have found all the monuments, we will create Pre-Construction Corner Records for each monument (or multiple monuments on a single corner record if in direct vicinity of one another). This pre-construction corner record will show the surveyed location of the monument being preserved with ties stating the distance and angle to each reference point. We will submit the

completed Corner Records to Marin County Department of Public Works for recording. We will provide PDFs and/or TIF files of the finalized Corner Records to the City for your record.

Our team will provide the following: Reference points set in the field tagged by a licensed land surveyor to allow preservation of any monument that may be disturbed during the construction process. A signed and stamped PDF or TIF file of each Pre-Construction Corner Record will be provided to the City once approved by the County Surveyor. Corner Record will be provided on the standard Corner Record form and prepared on an 8.5"x11" sheet at an appropriate engineering scale.

- 3. Culvert Repair Support.** During the design phase, our team retained Voss Laboratories to complete a field evaluation of the concrete in the concrete culvert below Second Street. Voss completed the analysis and provided general recommendations to path the culvert, which we incorporated into the bid documents. We recommend retaining Voss to provide additional details and support the repairs during construction.

SCHEDULE

This project will require about 1.5 years to complete with work commencing in March 2022 and completing in late 2023.

COMPENSATION

We will perform these services on a time and materials basis for a total not to exceed value of \$ 117,000. Note that the total design and construction support fee is about 6% of the \$18 million construction cost. A summary of the costs per task include:

Task	Description	Fee
1A	CSW ST2 Construction Support	\$ 35,000
1B	Parisi Transportation Consulting Construction Support	\$ 17,000
1C	WRT Construction Support Services	\$ 15,000
2	CSW ST2 Monument Preservation	\$ 30,000
3	Culvert Repair Support	\$ 20,000

If I can provide any additional information, please contact Robert at 415.533.1864 or rstevens@cswst2.com.

Sincerely,



Robert Stevens, PE, TE
Project Manager

BILLING RATE SCHEDULE

Effective January 1, 2022 – December 31, 2022

ENGINEERING SERVICES HOURLY RATES

Senior Engineer	\$ 180.00
Engineer I, II, III	\$ 129.00, \$ 157.00, \$ 175.00
Technician	\$ 118.00
Engineering Assistant	\$91.00

SURVEY SERVICES HOURLY RATES

Senior Surveyor	\$180.00
Surveyor I, II, III	\$ 129.00, \$ 157.00, \$ 175.00
Technician	\$ 118.00
Surveying Assistant	\$91.00
Two Person Survey Party	\$ 283.00
One Person Survey Party	\$ 195.00
Aerial Drone Surveyor	\$ 195.00

OTHER PROFESSIONAL RATES

Principal	\$ 231.00 - \$ 258.00
Associate Principal	\$ 221.00
Project Manager	\$ 196.00 - \$ 216.00
Construction Manager	\$ 211.00
Resident Engineer	\$ 155.00
Technical Writer	\$ 124.00
Graphic Illustrator	\$ 118.00
Project Assistant	\$ 91.00

- All expenses for transportation (mileage, bridge fare, etc.) will be charged at the Internal Revenue Service rate plus 10%.
- Filing fees, checking fees, prints, and other outside costs (such as agency submittal/permit fees etc.) will be charged at cost, plus service charges at the rate of 10%.
- Billing will be monthly net 30 days.

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A
REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF SAN RAFAEL AND SAN
RAFAEL SANITATION DISTRICT FOR BID SCHEDULE B OF THE CONSTRUCTION
CONTRACT AND CONSTRUCTION MANAGEMENT OF
THE THIRD STREET REHABILITATION PROJECT**

WHEREAS, the City desires to implement safety improvements along the Third Street corridor from Union Street to Miracle Mile; and

WHEREAS, the San Rafael Sanitation District also had an infrastructure project planned within the project limits of the Third Street Rehabilitation Project; and

WHEREAS, the City and San Rafael Sanitation District agreed to collaborate as one joint project to minimize construction duration and reduce the overall impacts to the community; and

WHEREAS, staff went out to bid for the joint project and received a low bid from Ghilotti Bros. Inc., for the construction of the Third Street Rehabilitation Joint Project; and

WHEREAS, the City Council has awarded the construction contract for the Third Street Rehabilitation Project to Ghilotti Bros., Inc.; and

WHEREAS, the San Rafael Sanitation District is proposing to reimburse the City for the cost of construction for Bid Schedule B from the construction contract with Ghilotti Bros., Inc. using the construction schedule of values, which is all work associated with the San Rafael Sanitation District pipeline project with contingency in an amount not to exceed \$4,400,000, \$199,000 for Construction Management and Inspection, pavement restoration contributions of \$180,700, and the actual cost of material testing associated with the pipeline project by way of Reimbursement Agreement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL

RESOLVES as follows:

1. The City Council hereby approves and authorizes the City Manager to execute the Reimbursement Agreement between the San Rafael Sanitation District and

the City for the cost of construction for Bid Schedule B from the construction contract with Ghilotti Bros., Inc. with contingency in an amount not to exceed \$4,400,000 using the construction schedule of values, \$199,000 for Construction Management and Inspection, and \$180,700 for pavement restoration, which agreement is included with the staff report supporting this resolution, subject to final approval as to form by the City Attorney.

2. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on Monday, the 7th day of February 2022 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

**REIMBURSEMENT AGREEMENT BETWEEN
THE CITY OF SAN RAFAEL AND SAN RAFAEL SANITATION DISTRICT
FOR CONTRACT AND CONSTRUCTION MANAGEMENT OF THE
THIRD STREET REHABILITATION PROJECT**

THIS REIMBURSEMENT AGREEMENT (“AGREEMENT”) is made and entered into this ____ day of _____ 2021, by and between the CITY OF SAN RAFAEL, hereinafter referred to as “CITY”, and the SAN RAFAEL SANITATION DISTRICT, hereinafter referred to as “SRSD”, both located in the State of California, collectively the “PARTIES”;

For good and valuable consideration, the PARTIES agree as follows:

SECTION 1: RECITALS.

- A. CITY plans to conduct corridor improvements along Third Street starting at Union Street and continuing to Second Street and along Second Street from Shaver Street to 4th Street, hereinafter the “ROADWAY PROJECT”.
- B. As part of the ROADWAY PROJECT, the CITY will resurface the roadway along this identified portion of Third Street.
- C. SRSD plans to replace and/or repair sewer facilities within the identified portion of Third Street and Miramar Avenue, hereinafter the “PIPELINE PROJECT”, in advance of the CITY’s final roadway resurfacing associated with the ROADWAY PROJECT.
- D. For efficiency, SRSD has requested the CITY combine the PIPELINE PROJECT with the ROADWAY PROJECT resulting in a JOINT PROJECT and the CITY will manage integration of design plans, the bidding and award of the JOINT PROJECT.
- E. SRSD has separately contracted with the CITY’S design consultants CSW/ STUBER-STROEH ENGINEERING GROUP, INC. and KIMLEY HORN AND ASSOCIATES, INC. for the preparation of final bid documents prepared by the consultant.
- F. The CITY has filed for a CEQA exemption which discussed a JOINT PROJECT and is in the process of preparing design plans for the ROADWAY PROJECT.
- G. The San Rafael City Council and the Board of Directors of SRSD wish to enter into this AGREEMENT and collaborate for the completion of construction bid documents, Caltrans encroachment permit, solicitation of contractor bids, and construction for the JOINT PROJECT.
- H. The AGREEMENT provides that the CITY will manage the integration of design plans, Caltrans encroachment permit, and the bidding and the award of the JOINT PROJECT contract to the lowest responsive bidder, hereinafter referred to as “CONTRACTOR”.
- I. CITY and SRSD wish to enter into this AGREEMENT to clarify the allocation of costs associated with the construction, management, and administration of the PIPELINE PROJECT.

4. Construction Inspection of PIPELINE PROJECT and Procurement of Pipeline Materials; and
 5. Material testing services for the PIPELINE PROJECT, including, but not limited to, trench subgrade and backfill compaction and asphalt testing.
- C. The PARTIES agree and understand that as part of the JOINT PROJECT, there are various best practices and mitigation measures, that have associated costs, including but not limited to, the preparation of a construction risk management plan and traffic management plan.

SECTION 4: DUTIES OF CITY

- A. The CITY shall administer a public bid to construct the JOINT PROJECT with a separate bid item for the PIPELINE PROJECT, the plans and specifications for which are incorporated into CITY plans and specifications. Prior to including the PIPELINE PROJECT plans and specifications in the public bid, SRSD will review and provide any revisions to CITY for inclusion in the CITY plans and specifications. Prior to award and entering into a construction contract for the JOINT PROJECT, the CITY shall receive written authorization from SRSD of acceptance of the CONTRACTOR bid item or a portion of the CONTRACTOR'S bid item for the PIPELINE PROJECT.
- B. The CITY shall provide construction management for the JOINT PROJECT. CITY shall require CONTRACTOR to provide the CITY with Payment and Performance bonds for the JOINT PROJECT, all in accordance with the terms and conditions of the CITY contract, which shall be mutually agreed upon by the PARTIES, with the CONTRACTOR.
- C. CITY shall pay CONTRACTOR for the PIPELINE PROJECT in accordance with the unit bid prices and specifications approved by SRSD. No extra work on the PIPELINE PROJECT will be authorized by CITY or CONTRACTOR without prior written approval of SRSD. CONTRACTOR shall receive compensation for such SRSD approved extra work at the unit bid prices and in accordance with the specifications contained in the bid submitted by CONTRACTOR; insofar as such prices are applicable. Where existing contract bid items cannot be extended for payment of such SRSD approved extra work, a change order will be executed between CITY and CONTRACTOR only if such work and cost are authorized in advance by SRSD in writing. The request for approved extra work shall be sent to SRSD 's Project Manager, Tim Tran at Tim.Tran@cityofsanrafael.org.
- D. CITY or its representative shall be responsible for communicating SRSD's decisions regarding PIPELINE PROJECT to CONTRACTOR and coordinating the execution and implementation of SRSD decisions with CONTRACTOR on the PIPELINE PROJECT.
- E. CITY shall require CONTRACTOR to name SRSD as an additional insured on all insurance required to be obtained, including but not limited to CONTRACTOR general liability and automobile policies, and shall require that CONTRACTOR indemnify SRSD to the same extent as CITY under the JOINT PROJECT contract.
- F. CITY shall be responsible for the Project Administration and Construction Management of the JOINT PROJECT and will contract with a construction management firm, referred to herein as CONSULTANT, to provide these services. These services shall include: PIPELINE inspection, daily inspection reports, progress payment preparation, change

order preparation, schedule review, claims negotiation, meeting attendance, project reports, labor and wage compliance, utility coordination, project documentation, redline as-built plans, and overall project administration.

- G. CITY shall provide SRSD status updates and other Construction Management information needed to facilitate the construction of the PIPELINE PROJECT on a weekly or an "as needed" basis.
- H. CITY shall prepare and submit to SRSD invoices for CONTRACTOR costs associated with the PIPELINE PROJECT on a monthly basis.
- I. At the completion of the PIPELINE PROJECT, CITY shall prepare and submit invoice to SRSD for CONSULTANT costs associated with the construction management and administration of the PIPELINE PROJECT.

SECTION 5: DUTIES OF SRSD

- A. SRSD shall reimburse CITY for the PIPELINE PROJECT construction costs in accordance with the unit bid prices and specifications authorized in writing by SRSD. SRSD shall also reimburse CITY for any extra or changed work authorized by advanced written notice from SRSD's Project Manager, Tim Tran. SRSD shall review CITY progress payment estimates and provide CITY written notice approving or disapproving each progress payment estimate related to the PIPELINE PROJECT within fourteen (14) calendar days of SRSD receiving each progress payment estimate from CITY. SRSD will remit payment to CITY within twenty-one (21) calendar days following its approval of a PIPELINE PROJECT progress payment.
- B. SRSD shall review CONTRACTOR change orders for extra work on the PIPELINE PROJECT and provide CITY a written notice of approval or disapproval of extra work within three (3) days of receiving each request. SRSD shall be responsible for CONTRACTOR claims arising from SRSD's failure to timely approve or disapprove CONTRACTOR change orders for extra work.

SRSD shall be responsible for delays to the JOINT PROJECT which are a direct result of unavoidable delays in the work prosecution or completion of PIPELINE PROJECT. Unavoidable delays in the work prosecution or completion shall mean all delays resulting from causes beyond the CONTRACTOR'S control which they could not reasonably have anticipated and mitigated or avoided by the exercise of care, prudence, foresight, and diligence and which actually and necessarily cause a delay in the completion of the whole work. Any delay which results from SRSD changes in the amount of work to be done, the quantity of material to be furnished, or the schedule of other forces working concurrently for SRSD, shall be the responsibility of SRSD. Any delay caused by SRSD's or another PIPELINE PROJECT related utility's failure to provide for removal or relocation of existing main or trunkline utility facilities located on the construction site which are not identified with reasonable accuracy in the contract document, will be defined as right-of-way delays and will be paid for as outlined below.

Right-of-way delays will be considered unavoidable, and the responsibility of SRSD, to the extent that they actually and necessarily delay the CONTRACTOR'S completion of the whole work on the PIPELINE PROJECT. Unavoidable delays do not include delays caused directly or indirectly by the default, delay, or other breach of the CONTRACTOR or any subcontractor of the CONTRACTOR. Delays due to adverse weather conditions will be regarded as unavoidable only to the extent that they actually and necessarily cause a delay in completion of the whole work and to the extent that such condition could not reasonably have been anticipated and mitigated or avoided by the exercise of care, prudence, foresight, and diligence of the CONTRACTOR.

- C. In order to bear all costs associated with and arising from construction management and administration of the PIPELINE PROJECT within the JOINT PROJECT, SRSD shall reimburse CITY for 21.2% of all construction management CONSULTANT costs associated with the JOINT PROJECT. CITY shall prepare and submit an invoice for CONSULTANT costs at the completion of the PIPELINE PROJECT, which shall be paid within thirty (30) calendar days of receipt by SRSD.

Said reimbursement ratio of 21.2% was calculated based on the following estimate:
$$\frac{\$3,870,000 \text{ PIPELINE PROJECT IMPROVEMENTS}}{\$18,250,000 \text{ JOINT PROJECT IMPROVEMENTS}} = \underline{21.2\%}$$

SRSD shall reimburse CITY for CONSULTANT construction management and administration fees in the amount of \$199,000 at the completion of the PIPELINE PROJECT based upon the following calculation:

The CONSULTANT Construction Management fee is \$938,300 (excluding materials testing).
$$\underline{21.2\%} \times \$938,300 = \underline{\$199,000}$$

- D. PARTIES agree to work cooperatively to renegotiate cost sharing of CONSULTANT fees for construction management and administration should there be a change in these fees or scope of the PIPELINE PROJECT.
- E. SRSD shall reimburse CITY for administration and trench cost savings from restoring the pavement using a straight trench versus the standard t-cut trench section described in the Marin County Uniform Construction Standards 2018 for the pipeline within the CITY'S ROADWAY PROJECT limit. SRSD and City have agreed on an amount of \$3.82 per square foot of trench within pavement restoration area, which is a total of \$180,700. CITY shall prepare and submit an invoice for this amount at the completion of the PIPELINE PROJECT, which shall be paid within thirty (30) calendar days of receipt by SRSD. All surface restoration for other PIPELINE PROJECT work outside the ROADWAY PROJECT boundaries shall be restored per the Marin County Uniform Construction Standards 2018 and City of San Rafael Pavement Restoration Matrix dated June 30, 2021 upon installation of the pipeline and restoration of the roadway pavement.
- F. CITY shall provide inspection services for all construction of the PIPELINE PROJECT. SRSD shall review and approve all submittals required by the PIPELINE PROJECT specifications within ten (10) calendar days of receipt by SRSD.

- G. CITY shall provide materials testing services for the PIPELINE PROJECT, including, but not limited to materials testing of the trench subgrade, backfill, and asphalt compaction used for trench restoration. The CONSULTANT shall track materials testing services separately between the PIPELINE PROJECT contract work and the ROADWAY PROJECT contract work. CITY shall include actual material testing for PIPELINE PROJECT on monthly invoices to SRSD. Sewer trench backfill material including but not limited to, crushed rock, class 2 aggregate base, control density fill and hot mix asphalt shall be provided by the CONTRACTOR and shall be paid per the SRSD Bid Item price for said items.

SECTION 6: PARTNERING

- A. The PARTIES agree to participate in the Formal Collaborative Partnering Process described below with the project CONTRACTOR.
- B. Formal Collaborative Partnering for this project will start within 30 days of the issuance of the Notice to Proceed to CONTRACTOR and will include the following:
- a. CITY and CONTRACTOR will contract with an IPI Certified Independent Professional Neutral Partnering Facilitator;
 - b. A "Partnering Charter" containing the joint development of goals will be developed collaboratively between the CITY, MMWD, SRSD, and the CONTRACTOR;
 - c. A periodic, joint evaluation of the Partnering process;
 - d. Executive Level, Core Team, and Stakeholder Partnering;
 - e. A Partnering Follow-up Plan to resolve potential problems at the lowest possible level; and
 - f. A Training Plan for development of partnering skills.
- C. Participation in the formal partnering process will not void any portion of the contract. All rights and remedies set forth in the final contract will be preserved.

SECTION 7: MISCELLANEOUS TERMS

- A. Term of Agreement: This AGREEMENT shall terminate upon SRSD acceptance of the completed PIPELINE PROJECT, provided that SRSD reimbursement and CITY and SRSD indemnification duties shall continue following the end of such term.
- B. Termination: This AGREEMENT may be terminated, without cause, by either Party, upon thirty (30) calendar days advance written notice to the other Party following CITY rejection of bids as provided herein, and may be terminated, with cause, by either Party, upon thirty (30) calendar days advance written notice to the other Party following the

notified Party's failure to cure or correct the cause of termination notice, within thirty (30) calendar days receipt of that notice.

- C. Amendment and Merger: This AGREEMENT contains all the terms and conditions made between the PARTIES to this AGREEMENT and may only be modified by written AGREEMENT signed by all the PARTIES to this AGREEMENT or their respective successors-in-interest. This writing is intended both as a final expression of the AGREEMENT between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of this AGREEMENT. No modification of this AGREEMENT shall be effective unless and until such modification is evidenced by a writing signed by both PARTIES.
- D. Agreement Binding: The terms and provisions of this AGREEMENT shall extend to and be binding upon and inure to the benefit of the heirs, executors, and administrators or to any approved successor, as well as to any assignee or legal successor to any PARTIES to this AGREEMENT. Any terms of this AGREEMENT that by their nature extend beyond the term (or termination) of this AGREEMENT shall remain in effect until fulfilled and shall apply to both PARTIES' respective successors and assigns.
- E. Cooperation: The PARTIES pledge cooperation during the term of this AGREEMENT.
- F. No Third-Party Beneficiaries: Nothing contained in this AGREEMENT shall be construed to create, and the PARTIES do not intend to create any rights in third parties.
- G. Severability: If any term, covenant or condition of this AGREEMENT or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remainder of this AGREEMENT or the application of such term, covenants or conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law.
- H. No Waiver: The waiver by either of the PARTIES of any default under this AGREEMENT shall not operate as a waiver of any subsequent breach of the same or any other provision of this AGREEMENT.
- I. Time is of the Essence: Time is of the essence with respect to the performance of every provision of this AGREEMENT for which time or performance is a factor. PARTIES agree to adhere to all deadlines stated in the approved project specifications.
- J. Mediation: Any dispute or claim in law or equity between the CITY and SRSD arising out of this AGREEMENT, if not resolved by informal negotiation between the PARTIES, shall be mediated. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution. If mediation is unsuccessful, the PARTIES may avail themselves of any other remedies.
- K. Applicable Law: This AGREEMENT shall be construed and enforced in accordance with the laws of the State of California.

L. No Presumption Regarding Drafter: The PARTIES acknowledge and agree that the terms and provisions of this AGREEMENT have been negotiated and discussed between the PARTIES and their attorneys, and this AGREEMENT reflects their mutual AGREEMENT regarding the same. Because of the nature of the negotiations, and discussions it would be inappropriate to deem any Party to be the drafter of this AGREEMENT. Therefore, no presumption for or against validity, or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this AGREEMENT.

M. Assistance of Counsel: Each Party to this AGREEMENT warrants as follows:

- a. That each Party had the assistance of counsel in the negotiation for, and the execution of, this AGREEMENT and all related documents; and
- b. That each Party has lawfully authorized the execution of this AGREEMENT.

N. Section Headings: The section headings contained in this AGREEMENT are for convenience and identification only and shall not be deemed to limit or define the contents of the sections to which they relate.

O. Counterparts and Electronic Signatures: This AGREEMENT may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT by their duly authorized officers as of the day and year first above written.

CITY OF SAN RAFAEL

SAN RAFAEL SANITATION DISTRICT

Jim Schutz, City Manager



Doris Toy, District Manager/District Engineer

ATTEST:

ATTEST:

By: _____
Lindsay Lara, City Clerk

By: 

Cindy Hernandez, District Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Robert Epstein, City Attorney

By: 

Kerry L. Gerchow, Deputy County Counsel

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A
REIMBURSEMENT AGREEMENT WITH THE MARIN MUNICIPAL WATER DISTRICT
FOR BID SCHEDULE C OF THE CONSTRUCTION CONTRACT AND
CONSTRUCTION MANAGEMENT FOR THE THIRD STREET REHABILITATION
PROJECT**

WHEREAS, the City desires to implement safety improvements along the Third Street corridor from Union Street to Miracle Mile; and

WHEREAS, the Marin Municipal Water District also had an infrastructure project planned within the project limits of the Third Street Rehabilitation Project; and

WHEREAS, the City and Marin Municipal Water District agreed to collaborate as one joint project to minimize construction duration and reduce the overall impacts to the community; and

WHEREAS, staff went out to bid for the joint project and received a low bid from Ghilotti Bros. Inc., for the construction of the Third Street Rehabilitation Joint Project; and

WHEREAS, the City Council has awarded the construction contract for the Third Street Rehabilitation Project to Ghilotti Bros., Inc.; and

WHEREAS, the Marin Municipal Water District is proposing to reimburse the City for the cost of construction for Bid Schedule C from the construction contract with Ghilotti Bros., Inc. using the construction schedule of values which is all work associated with the Marin Municipal Water District pipeline project with contingency in an amount not to exceed \$3,400,000, \$155,757 for Construction Management and Inspection, and pavement restoration contributions of \$159,570.95 by way of Reimbursement Agreement;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
RESOLVES** as follows:

1. The City Council hereby approves and authorizes the City Manager to execute the Reimbursement Agreement between the Marin Municipal Water District and the City for the cost of construction for Bid Schedule C from the construction

contract with Ghilotti Bros., Inc. with contingency in an amount not to exceed \$3,400,000 using the construction schedule of values, \$196,275 for Construction Management and Inspection, and \$159,570.95 for pavement restoration which agreement is included with the staff report supporting this resolution, subject to final approval as to form by the City Attorney.

2. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on Monday, the 7th day of February 2022 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

**REIMBURSEMENT AGREEMENT BETWEEN
THE CITY OF SAN RAFAEL AND MARIN MUNICIPAL WATER DISTRICT
FOR CONTRACT AND CONSTRUCTION MANAGEMENT OF THE
THIRD STREET REHABILITATION PROJECT**

THIS REIMBURSEMENT AGREEMENT (“AGREEMENT”) is made and entered into this ____ day of _____ 2022, by and between the CITY OF SAN RAFAEL, hereinafter referred to as “CITY”, and the MARIN MUNICIPAL WATER DISTRICT, hereinafter referred to as “MMWD”, both located in the State of California, collectively the “PARTIES”;

For good and valuable consideration, the PARTIES agree as follows:

SECTION 1: RECITALS.

- A. CITY plans to conduct corridor improvements along Third Street starting at Union Street and continuing to Second Street and along Second Street from Shaver Street to 4th Street, hereinafter the “ROADWAY PROJECT”,
- B. As part of the ROADWAY PROJECT the CITY will resurface the roadway along this identified portion of Third Street.
- C. MMWD plans to replace and/or repair water supply facilities within the identified portion of Third Street, hereinafter the “PIPELINE PROJECT”, in advance of the CITY’s final roadway resurfacing associated with the ROADWAY PROJECT.
- D. For their mutual benefit, the PARTIES agreed to a Memorandum of Understanding on February 26, 2021 (“MOU”), which combined the PIPELINE PROJECT with the ROADWAY PROJECT resulting in a “JOINT PROJECT”.
- E. The MOU provides that the CITY will manage the integration of design plans, Caltrans encroachment permit, and the bidding and the award of the JOINT PROJECT contract to the lowest responsive bidder, hereinafter referred to as “CONTRACTOR”.
- F. CITY and MMWD wish to enter into this AGREEMENT to clarify the allocation of costs associated with the construction, management, and administration of the PIPELINE PROJECT.

SECTION 2: PROJECT COORDINATION

- A. All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties named in this Section. 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.

To: MMWD
Ben Horenstein
General Manager
Marin Municipal Water District
220 Nellen Avenue
Corte Madera, CA 94925

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

- B. MMWD. The General Manager shall be the representative of MMWD for all purposes under this AGREEMENT. Ben Horenstein is hereby designated as the Project Director for MMWD. MMWD's Project Director shall be responsible for all aspects of the progress and execution of this AGREEMENT on behalf of MMWD.
- C. CITY. The Public Works Director shall be the representative of CITY for all purposes under this AGREEMENT. Bill Guerin, the Public Works Director, is hereby designated as the Project Director for CITY. CITY's Project Director shall be responsible for all aspects of the progress and execution of this AGREEMENT on behalf of CITY.
- D. The Public Works Director is hereby declared to be the authorized CITY representative in administering this AGREEMENT. The MMWD General Manager is hereby declared to be the authorized MMWD representative in administering this AGREEMENT. Either Party may change its designated representative by providing written notice of the same to the other Party.

SECTION 3: SCOPE OF AGREEMENT

- A. The PARTIES acknowledge and agree that the sole purpose of this AGREEMENT is to set forth the PARTIES' responsibilities regarding the construction, management, inspection, and administration of the PIPELINE PROJECT portion of the JOINT PROJECT and to set forth the amount that MMWD will reimburse the City for its costs associated with the construction, management, and administration of the PIPELINE PROJECT.
- B. The PARTIES agree that the services needed for the construction contracting, management, and administration of the PIPELINE PROJECT within the JOINT PROJECT include the tasks set forth below:
 - 1. Public Bidding of the Joint Project
 - 2. Construction management services of PIPELINE PROJECT;
 - 3. Payment to CONTRACTOR for PIPELINE PROJECT;
 - 4. Construction Inspection of PIPELINE PROJECT and Procurement of Pipeline Materials; and
 - 5. Material testing services for the PIPELINE PROJECT, including, but not limited to, trench subgrade and backfill compaction and asphalt testing.
- C. The PARTIES agree and understand that as part of the JOINT PROJECT there are various best practices and mitigation measures that have associated costs, including, but not limited to, the preparation of a construction risk management plan and traffic management plan.

SECTION 4: DUTIES OF CITY

- A. The CITY shall administer a public bid to construct the JOINT PROJECT with a separate bid item for the PIPELINE PROJECT, the plans and specifications for which are incorporated into CITY plans and specifications. Prior to including the PIPELINE PROJECT plans and specifications in the public bid, MMWD will review and provide any revisions to CITY for inclusion in the CITY plans and specifications. Prior to award and entering into a construction contract for the JOINT PROJECT, the CITY shall receive written authorization from MMWD of acceptance of the CONTRACTOR bid item or a portion of the CONTRACTOR'S bid item for the PIPELINE PROJECT.
- B. The CITY shall provide construction management for the JOINT PROJECT. CITY shall require CONTRACTOR to provide the CITY with Payment and Performance bonds for the ROADWAY PROJECT, all in accordance with the terms and conditions of the CITY contract. The CITY shall also require CONTRACTOR to provide MMWD with Payment, Performance, and Maintenance bonds for the PIPELINE PROJECT, all in accordance with the terms and conditions of the CITY contract, which shall be mutually agreed upon by the PARTIES, with the CONTRACTOR.
- C. CITY shall pay CONTRACTOR for the PIPELINE PROJECT in accordance with the unit bid prices and specifications approved by MMWD. No extra work on the PIPELINE PROJECT will be authorized by CITY or CONTRACTOR without prior written approval of MMWD. CONTRACTOR shall receive compensation for such MMWD approved extra work at the unit bid prices and in accordance with the specifications contained in the bid submitted by CONTRACTOR; insofar as such prices are applicable. Where existing contract bid items cannot be extended for payment of such MMWD approved extra work, a change order will be executed between CITY and CONTRACTOR only if such work and cost are authorized in advance by MMWD in writing. The request for approved extra work shall be sent to MMWD's Project Manager, Alex Anaya at aanaya@marinwater.org.
- D. CITY or its representative shall be responsible for communicating MMWD's decisions regarding PIPELINE PROJECT to CONTRACTOR and coordinating the execution and implementation of MMWD decisions with CONTRACTOR on the PIPELINE PROJECT.
- E. CITY shall require CONTRACTOR to name MMWD as an additional insured on all insurance required to be obtained, including but not limited to CONTRACTOR general liability and automobile policies, and shall require that CONTRACTOR indemnify MMWD to the same extent as CITY under the JOINT PROJECT contract.
- F. CITY shall be responsible for the Project Administration and Construction Management of the JOINT PROJECT and will contract with a construction management firm, referred to herein as CONSULTANT, to provide these services. These services shall include: general inspection (not including daily inspection by MMWD for PIPELINE work as set forth in section 5G below), progress payment preparation, change order preparation, schedule review, claims negotiation, meeting attendance, project reports, labor and wage compliance, utility coordination, project documentation, as-built plans (excluding redline as-builts of PIPELINE plan sheets prepared by MMWD inspectors), and overall project administration.

- G. CITY shall provide MMWD status updates and other Construction Management information needed to facilitate the construction of the PIPELINE PROJECT on a weekly or an "as needed" basis.
- H. CITY shall prepare and submit to MMWD invoices for CONTRACTOR costs associated with the PIPELINE PROJECT on a monthly basis.
- I. At the completion of the PIPELINE PROJECT, CITY shall prepare and submit invoice to MMWD for CONSULTANT costs associated with the construction management and administration of the PIPELINE PROJECT.

SECTION 5: DUTIES OF MMWD

- A. MMWD shall reimburse CITY for the PIPELINE PROJECT construction costs in accordance with the unit bid prices and specifications authorized in writing by MMWD. MMWD shall also reimburse CITY for any extra or changed work authorized by advanced written notice from MMWD's Project Manager, Alex Anaya. MMWD shall review CITY progress payment estimates and provide CITY written notice approving or disapproving each progress payment estimate related to the PIPELINE PROJECT within 14 calendar days of MMWD receiving each progress payment estimate from CITY. MMWD will remit payment to CITY within 21 calendar days following its approval of a PIPELINE PROJECT progress payment.
- B. MMWD shall review CONTRACTOR change orders for extra work on the PIPELINE PROJECT and provide CITY a written notice of approval or disapproval of extra work within three (3) days of receiving each request. MMWD shall be responsible for CONTRACTOR claims arising from MMWD failure to timely approve or disapprove CONTRACTOR change orders for extra work.

MMWD shall be responsible for delays to the JOINT PROJECT which are a direct result of unavoidable delays in the work prosecution or completion of the PIPELINE PROJECT. Unavoidable delays in the work prosecution or completion shall mean all delays resulting from causes beyond the CONTRACTOR'S control which they could not reasonably have anticipated and mitigated or avoided by the exercise of care, prudence, foresight, and diligence and which actually and necessarily cause a delay in the completion of the whole work. Any delay which results from MMWD changes in the amount of work to be done, the quantity of material to be furnished, or the schedule of other forces working concurrently for MMWD, shall be the responsibility of MMWD. Any delay caused by MMWD's or another PIPELINE PROJECT-related utility's failure to provide for removal or relocation of existing main or trunkline utility facilities located on the construction site which are not identified with reasonable accuracy in the contract document, will be defined as right-of-way delays and will be paid for as outlined below. Right-of-way delays will be considered unavoidable, and the responsibility of MMWD, to the extent that they actually and necessarily delay the CONTRACTOR'S completion of the whole work on the PIPELINE PROJECT. Unavoidable delays do not include delays caused directly or indirectly by the default, delay, or other breach of the CONTRACTOR or any subcontractor of CONTRACTOR. Delays due to adverse weather conditions will be regarded as unavoidable only to the extent that they actually

and necessarily cause a delay in completion of the whole work and to the extent that such condition could not reasonably have been anticipated and mitigated or avoided by the exercise of care, prudence, foresight, and diligence of the CONTRACTOR.

- C. In order to bear all costs associated with and arising from construction management and administration of the PIPELINE PROJECT within the JOINT PROJECT, MMWD shall reimburse CITY for 16.6% of all construction management CONSULTANT costs associated with the JOINT PROJECT. CITY shall prepare and submit an invoice for CONSULTANT costs at the completion of the PIPELINE PROJECT, which shall be paid within 30 calendar days of receipt by MMWD.

Said reimbursement ratio of 16.6% was calculated based on the following estimate:

$$\frac{\$3,025,275 \text{ PIPELINE PROJECT IMPROVEMENTS}}{\$18,248,707.54 \text{ JOINT PROJECT IMPROVEMENTS}} = \underline{16.6\%}$$

MMWD shall reimburse CITY for CONSULTANT construction management and administration fees in the amount of \$155,757 at the completion of the PIPELINE PROJECT based upon the following calculation:

The CONSULTANT Construction Management fee is \$938,300 (excluding materials testing).

$$\underline{16.6\%} \times \$938,300 = \underline{\$155,757.}$$

- D. PARTIES agree to work cooperatively to renegotiate cost sharing of CONSULTANT fees for construction management and administration should there be a change in these fees or scope of the PIPELINE PROJECT.
- E. MMWD shall reimburse CITY for 16.6% of all costs associated with and arising from Water Pollution Control and the Project Schedule of the PIPELINE PROJECT within the JOINT PROJECT. CITY shall prepare and submit an invoice for these construction costs at the completion of the PIPELINE PROJECT, which shall be paid within 30 calendar days of receipt by MMWD.
- F. MMWD shall reimburse CITY for administration and trench cost savings from restoring the pavement using a straight trench versus the standard t-cut trench section described in the Marin County Uniform Construction Standards 2018 for the pipeline installed within the CITY'S ROADWAY PROJECT limit. MMWD and CITY have agreed on an amount of \$3.82 per square foot of trench within pavement restoration area, which is a total of \$159,570.95. CITY shall prepare and submit an invoice for this amount at the completion of the PIPELINE PROJECT, which shall be paid within 30 calendar days of receipt by MMWD. All surface restoration for other PIPELINE PROJECT work outside the ROADWAY PROJECT boundaries shall be restored per the Marin County Uniform Construction Standards 2018 upon installation of the pipeline and restoration of the roadway pavement.
- G. MMWD shall provide inspection services, at MMWD'S cost, for all construction of the PIPELINE PROJECT. MMWD shall review and approve all submittals required by the PIPELINE PROJECT specifications within 10 calendar days of receipt by MMWD.

- H. MMWD shall provide the water distribution system pipe materials for the PIPELINE PROJECT and materials testing services for the PIPELINE PROJECT, including, but not limited to materials testing of the trench subgrade, backfill, and asphalt compaction used for trench restoration, but excepting 14-inch steel casing and 8-inch fusible PVC pipe to be furnished by CONTRACTOR. Materials testing services shall be paid for by MMWD. MMWD shall provide all materials testing results to CONSULTANT within twenty-four (24) hours of receiving them. Water distribution system pipe backfill material including but not limited to, sand, class 2 aggregate base, control density fill and hot mix asphalt and 14-inch steel casing pipe and 8-inch fusible PVC pipe shall be furnished by the CONTRACTOR and shall be paid per the MMWD Bid Item price for said items.

SECTION 6: PARTNERING

- A. The PARTIES agree to participate in the Formal Collaborative Partnering Process described below with the project CONTRACTOR.
- B. Formal Collaborative Partnering for this project will start within 30 days of the issuance of the Notice to Proceed to CONTRACTOR and will include the following:
- a. CITY and CONTRACTOR will contract with an IPI Certified Independent Professional Neutral Partnering Facilitator;
 - b. A “Partnering Charter” containing the joint development of goals will be developed collaboratively between the CITY, MMWD, SRSD, and the CONTRACTOR;
 - c. A periodic, joint evaluation of the Partnering process;
 - d. Executive Level, Core Team, and Stakeholder Partnering;
 - e. A Partnering Follow-up Plan to resolve potential problems at the lowest possible level; and
 - f. A Training Plan for development of partnering skills.
- C. Participation in the formal partnering process will not void any portion of the contract. All rights and remedies set forth in the final contract will be preserved.

SECTION 7: MISCELLANEOUS TERMS

- A. Term of AGREEMENT: This AGREEMENT shall terminate upon MMWD acceptance of the completed PIPELINE PROJECT, provided that MMWD reimbursement and CITY and MMWD indemnification duties shall continue following the end of such term.
- B. Termination: This AGREEMENT may be terminated, without cause, by either Party, upon thirty (30) calendar days advance written notice to the other Party following CITY rejection of bids as provided herein, and may be terminated, with cause, by either Party, upon thirty (30) calendar days advance written notice to the other Party following the

notified Party's failure to cure or correct the cause of termination notice, within thirty (30) calendar days receipt of that notice.

- C. Amendment and Merger: This AGREEMENT contains all the terms and conditions made between the PARTIES to this AGREEMENT and may only be modified by written AGREEMENT signed by all the PARTIES to this AGREEMENT or their respective successors-in-interest. This writing is intended both as a final expression of the AGREEMENT between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of this AGREEMENT. No modification of this AGREEMENT shall be effective unless and until such modification is evidenced by a writing signed by both PARTIES.
- D. Agreement Binding: The terms and provisions of this AGREEMENT shall extend to and be binding upon and inure to the benefit of the heirs, executors, and administrators or to any approved successor, as well as to any assignee or legal successor to any PARTIES to this AGREEMENT. Any terms of this AGREEMENT that by their nature extend beyond the term (or termination) of this AGREEMENT shall remain in effect until fulfilled and shall apply to both PARTIES' respective successors and assigns.
- E. Cooperation: The PARTIES pledge cooperation during the term of this AGREEMENT.
- F. No Third-Party Beneficiaries: Nothing contained in this AGREEMENT shall be construed to create, and the PARTIES do not intend to create, any rights in third parties.
- G. Severability: If any term, covenant or condition of this AGREEMENT or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remainder of this AGREEMENT or the application of such term, covenants or conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law.
- H. No Waiver: The waiver by either of the PARTIES of any default under this AGREEMENT shall not operate as a waiver of any subsequent breach of the same or any other provision of this AGREEMENT.
- I. Time is of the Essence: Time is of the essence with respect to the performance of every provision of this AGREEMENT for which time or performance is a factor. PARTIES agree to adhere to all deadlines stated in the approved project specifications.
- J. Mediation: Any dispute or claim in law or equity between the County and MMWD arising out of this AGREEMENT, if not resolved by informal negotiation between the PARTIES, shall be mediated. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution. If mediation is unsuccessful, the PARTIES may avail themselves of any other remedies.
- K. Applicable Law: This AGREEMENT shall be construed and enforced in accordance with the laws of the State of California.

L. No Presumption Regarding Drafter: The PARTIES acknowledge and agree that the terms and provisions of this AGREEMENT have been negotiated and discussed between the PARTIES and their attorneys, and this AGREEMENT reflects their mutual AGREEMENT regarding the same. Because of the nature of the negotiations, and discussions it would be inappropriate to deem any Party to be the drafter of this AGREEMENT. Therefore, no presumption for or against validity, or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this AGREEMENT.

M. Assistance of Counsel: Each Party to this AGREEMENT warrants as follows:

- a. That each Party had the assistance of counsel in the negotiation for, and the execution of, this AGREEMENT and all related documents; and
- b. That each Party has lawfully authorized the execution of this AGREEMENT.

N. Section Headings: The section headings contained in this AGREEMENT are for convenience and identification only and shall not be deemed to limit or define the contents of the sections to which they relate.

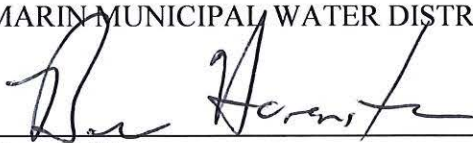
O. Counterparts and Electronic Signatures: This AGREEMENT may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT by their duly authorized officers as of the day and year first above written.

CITY OF SAN RAFAEL

MARIN MUNICIPAL WATER DISTRICT

Jim Schutz, City Manager



General Manager

ATTEST:

ATTEST:

By: _____
Lindsay Lara, City Clerk

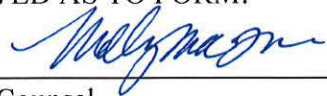
By: 

Board Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Robert Epstein, City Attorney

By: 

General Counsel



January 7, 2022

Bill Guerin
Director of Public Works
City of San Rafael
San Rafael, CA. 94901

RE: 2nd/3rd Street Improvements

Dear Bill,

We greatly appreciate the City's willingness to explore ways of saving the valuable London Plane tree in the 2nd Street median that greets those entering San Rafael from the west. We especially appreciate the efforts of April Miller to reach a solution, and her thorough response to Sustainable San Rafael's June 21 letter (attached).

We continue to believe that the key to such a solution lies in balancing the multiple civic values that must be integrated here—those of drivers, cyclists, pedestrians, parkers, neighborhoods, and not least, the contributions made by full-grown trees to the character and environmental health of Marin. Such trees are valuable members of our community.

Reducing the speed limit for these two blocks of 2nd and 3rd Streets to match the 25-mph posted for both streets through the rest of downtown would benefit all parties. Drivers, cyclists, and pedestrians would be safer. Danger would be lessened for people parking in the exposed spaces outboard of the new bike 'facility' (as all who have paralleled-parked on westbound Miracle Mile can attest). Finally, slower traffic would take less space to safely transition to the new street alignment east of the tree, retaining the full width of the existing median to the east dripline, and thereby saving the tree. (The attached DPW drawings clarify how shifting the transition north and perhaps shortening it could save the tree with little loss of parking.)

The reduced speed is further warranted by the reduced lane widths already planned. The additional street trees that are also planned will help signal drivers that it's time to slow down for downtown conditions, including more pedestrians, cyclists, and on-street parking. Saving this mature London Plane, positioned at the entrance of the City, is a first step towards calming traffic for a safe and enjoyable journey through San Rafael.

With the length of these two blocks apparently totaling about 1200 feet, the reduction in speed translates into an increased drive time of merely 9 seconds. We believe that saving this 50-year-old tree is well worth these few seconds of travel time. In our opinion, it is also worth a few parking spaces (2-4) that could be made up for by implementing parking strategies already in the Downtown Parking Study and the new Downtown Plan.

In addition to the many long-known benefits that trees bring to our community—natural beauty, human scale, replenished oxygen, stable property values, biodiversity—this particular tree also

models significant responses to the growing climate crisis. The London Plane is among the most effective species of street tree for drawing down the atmospheric carbon largely responsible for climate change and storing it in branches, roots, and soil. This tree alone sequesters about a ton of greenhouse gas every three years. Its broad deciduous leaves also provide cooling shade during our increasingly dangerous heat events, reducing summer heat islands, while allowing sunlight to warm winter sidewalks. In addition, the species survives and helps mitigate air pollution, particularly important as wildfire smoke becomes a more frequent climate impact.

As you know, Sustainable San Rafael has closely monitored and supported the overall Third Street Improvement Project since it began in 2017, with particular attention to the interests of pedestrians and the fate of the four median trees on Second Street. It therefore came as a surprise when the last and most valuable of these trees was eliminated from the drawings less than a year ago, in February 2021. We suggest that the loss of this beautiful tree is unnecessary, and is not responsive to the full constituency of San Rafael.

For all these reasons, we continue to urge the City to redouble its efforts to make this tree an example of the partnership that has now become critical to the survival of both people and nature. Again, thanks for your close attention to this important matter.

Sincerely,

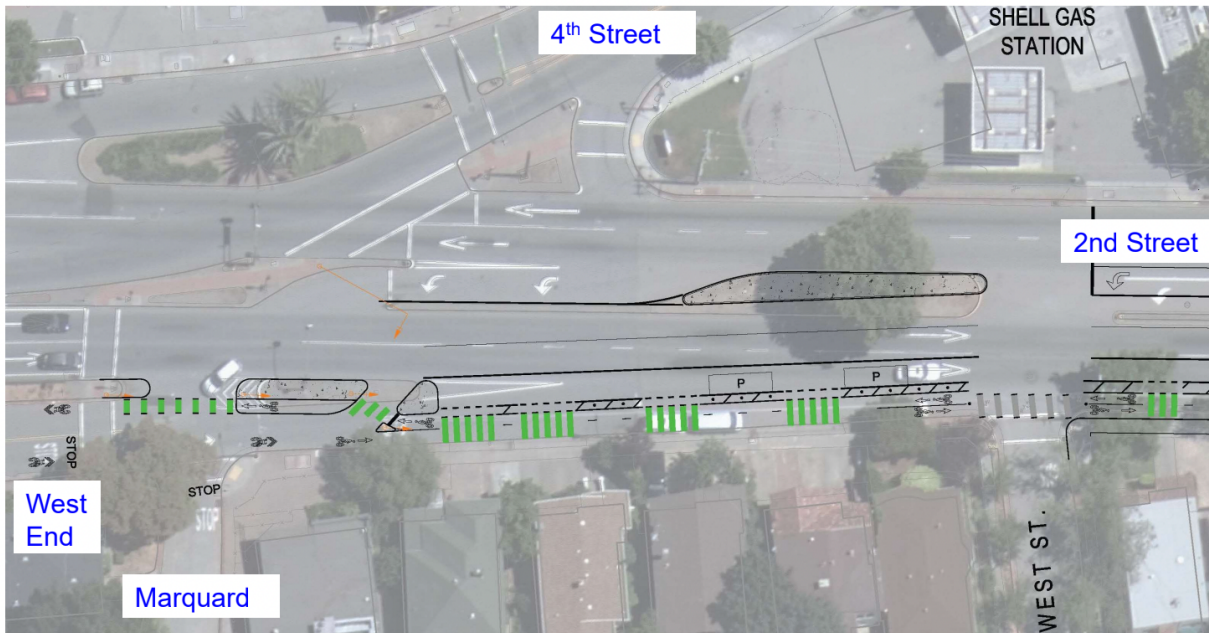
William Carney
President

Attachments:

DPW drawings showing alternative 2nd Street realignments
SSR letter, 6/21/21

cc: Mayor Kate Colin, San Rafael City Council, Jim Schutz, Cory Bytof, Alicia Giudice, April Miller

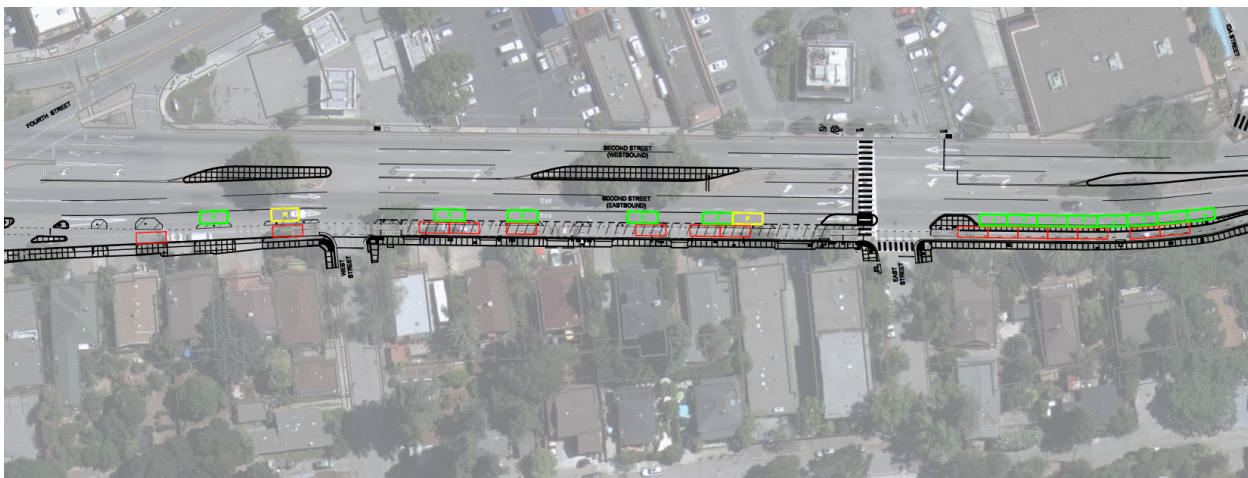
2nd Street Interim Connection



SAN RAFAEL
THE CITY WITH A MISSION

Concept Design
Exhibits

1. Current proposal eliminates beautiful London Plane tree by cutting a few feet into median to save 2 parking spaces between Marquard and West Streets. The 200' transition to a new lane alignment east of West St. takes place between Marquard and West Streets.

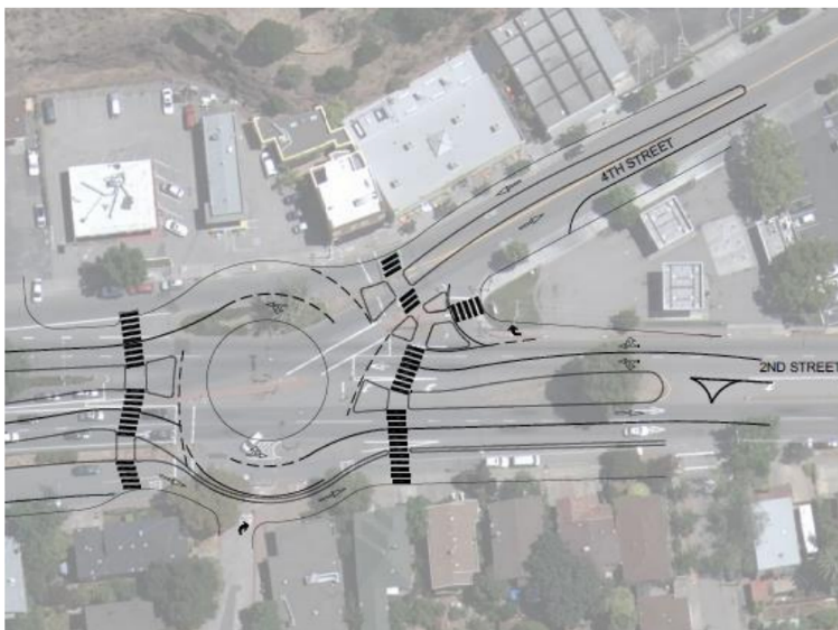


2. The same 200' transition could preserve the tree by starting at its east dripline, eliminating just 2 more parking spaces east of West Street. Reducing the speed limit from 35 to 25 mph (as elsewhere on 2nd St.) could increase safety and save another parking space.

Figure 22: East Street to Miracle Mile/ West End Avenue Proposed Project- Option B



3. An earlier DPW study shows a sharper transition, preserving both the tree and all the parking east of West Street. Even with the wider bike lane now proposed, a similar transition might work with slower speeds, saving the tree and losing only one additional parking space.



4. DPW conceptual sketch of the proposed 4th / 2nd Streets roundabout shows how this mature London Plane tree fits in, helps calm traffic, and marks the 2nd Street entry into San Rafael.



June 21, 2021

Bill Guerin
Director of Public Works
City of San Rafael
San Rafael, CA. 94901

RE: 2nd/3rd Street Improvements

Dear Bill,

With a construction manager on board, we hope that you will take another look at all possibilities for saving the valuable London Plane Tree in the 2nd Street median that welcomes those entering San Rafael from the west.

Following the last Council presentation on this project, I discussed several possibilities with project manager April Miller:

- Consider decreasing the speed along the combined section of 2nd and 3rd Streets for the two blocks east of the 4th Street intersection to 25 mph, which is the speed posted for the remaining portions of these two streets through downtown San Rafael. This would decrease the distance needed for traffic to transition to the new lane alignment proposed east of West Street, potentially resulting in fewer parking spaces lost from retaining the tree. It would also increase the safety of all users of these blocks—pedestrians, cyclists, drivers, and those parking outboard of the new bike facility—a goal repeated frequently during the Council meeting.
- End the median immediately east of the drip line of the tree, further facilitating a safe lane transition.
- Explore lane dimensions and restriping that would avoid removal of the tree.

For reasons stated in our previous letters, Sustainable San Rafael continues to believe that this magnificent tree contributes greatly to the overall character of this portion of the 2nd/3rd boulevard and the project as a whole, outweighing the value of parking a few additional cars in a stretch of public right-of-way already dominated by automobiles. The City's 'complete streets' policy calls instead for balancing traffic, bikes, pedestrians, and natural elements.

Thank you for your further consideration.

Sincerely,

William Carney, President

cc: Mayor Kate Colin

January 11, 2022

Bill Guerin, Director
Department of Public Works
City of San Rafael
111 Morpew Street
San Rafael, CA 94901
via email: Bill.Guerin@cityofsanrafael.org, April.Miller@cityofsanrafael.org

RE: 2nd/3rd Street Improvements

Dear Bill:

I became aware of the threat to the valuable London Plane tree in the 2nd Street median, just down the hill from my home, when William Carney of Sustainable San Rafael contacted me to join his noble effort to save this tree. I enjoy seeing this tree several times during the week, either by driving by it or walking by it since the Second/Third Street corridor is the only access to our hillside neighborhood.

I reached out to April Miller to try to understand where the opposition for saving the trees was coming from. She responded that there had been a community meeting on 9/23/20 where residents expressed concerns about losing parking spaces. However, there is no recorded video or minutes of this meeting.

So, I reached out to neighbors on East, West and Second Streets and received the following comments: "It would be propitious to keep such trees intact rather than trying to grow other trees, which would take too long to mature grown from mere saplings." "Our house is on 2nd street right in front of the trees (they are the only thing that helps us not to feel that we're living on a highway)." "We are dreading the day that project begins and we are going to be very, very sad to see them (the trees) go." "We are certainly concerned about so many spaces being eliminated, but I think the tree (the London Plane) should be saved no matter what. It is a magnificent tree and adds immeasurably to the neighborhood." "I thought they should buy Peter Levi's (1818 2nd St) and make it a residents' only parking lot."

San Rafael residents are engaged in their community and will frequently write letters, circulate petitions, and provide public comment at City Council meetings on issues of importance, even if the issue is considered a "done deal." Sustainable San Rafael, California Urban Forests Council and several residents submitted written correspondence and provided public comments, urging the Council to save the street trees along Second Street, in particular, this large London Plane.

*It was surprising that **NO ONE** wrote a letter or spoke during any of the Council meetings about the parking spaces on Second Street. No one bothered to thank staff for saving parking spaces or complained about it – nothing, no public comment whatsoever about the parking spaces!*

I understand that Public Works may prefer tearing out and replanting rather than "working around" a 40-foot mature London Plane, given the additional oversight that may be required, but saving the 1 London Plane tree out of 4 existing street trees in the medians along Second Street is a more than fair compromise between the City and the neighborhood.

We don't want these mature full-canopied trees replaced with little spindly trees that can't survive our water restrictions, heat waves, car exhaust, and limited maintenance. Trees planted in the nearby median along West End Avenue about 10 years ago need pruning; one is growing in a "U" shape, the

tree canopies should be fuller, and they contrast sharply with the lush landscaping along the Miracle Mile in neighboring San Anselmo.

There is also the issue of safety at the intersection of West at Second Street. A neighbor had a serious accident at this corner while turning right onto Second Street from West Street. The parking space on Second Street located immediately west of West Street should be removed. A parked car in this location blocks visibility of oncoming traffic and is dangerous for vehicles turning right from West Street onto Second. I never turn right here. Instead, I zigzag down to East Street and make a right turn onto Second Street from East, where the visibility of on-coming traffic is much better.

It doesn't appear that the Collision Study includes Second Street, west of Shaver to Marquard. I have personal knowledge of several vehicle/bicycle collisions at the intersection of Marquard and West End Ave. The fault generally lies with the bicyclist whizzing through the stop sign at West End Ave and colliding with a vehicle exiting Marquard. I recall seeing a bicyclist motionless on the pavement after such a collision. A bicyclist flew over the hood of my car once. A former neighbor had his car window broken and the bicyclist broke his collarbone on another occasion.

However, when the bike route changed to require a left turn at the end of West End Ave to cross to Fourth Street, bicyclists stopped at the stop sign to walk their bikes across the intersection, increasing safety. There's also a tall utility box on the southwest corner of Marquard which blocks the visibility of on-coming cyclists. Public Works should seriously consider installing guard rails or a barrier on the small median (between West End and Fourth Street) where pedestrians and cyclists are forced to stand in the middle of fast east-moving traffic as the lanes split between Fourth and Second Street. There is currently nothing to prevent a vehicle from jumping the curb of this small median and striking a pedestrian standing there, waiting to cross.

I'm concerned that in an effort to appease BPAC and quickly provide an "interim solution," the City has not given thorough consideration of all safety considerations at the Marquard/West End Intersection. This is a complicated intersection with multi-directional travel among vehicles and now, bicycles. The proposed west traveling bicycle lane with a "bicycle signal" at Marquard is a recipe for disaster. With bicyclists no longer detouring to Fourth Street from West End Avenue, they will once again whiz through the Stop Sign going east down Second Street and now a separate lane of west traveling bicyclists will not stop at the "bicycle signal," and vehicles coming from multiple directions will have to navigate the bicyclists traveling in separate lanes. Add to the mix, the frequency of vehicles traveling west down Second Street opting to make an illegal u-turn at Marquard in order to reverse direction. Will there be a synchronized stop light at West End Avenue?

We suggest you take the following actions:

1. Save the beautiful London Plane Tree. It is a more than fair compromise to give up 3 mature trees but save the most beautiful one. Trees with large canopies create a calming effect on traffic, provide greenery for pedestrians, bicyclists, and all residents to enjoy, and block the view of the gas station for residences along this section of Second Street.
2. Reduce the speed limit and implement measures to calm traffic speed from Marquard to East Street (or G Street) to reflect the residential use and frequent crossings by pedestrians and cyclists and to save parking spaces along Second Street between East and West Streets. Calming measures could include the timing of stop lights to reduce speed.
3. Remove the 2 curbside parking spaces on Second Street between West St and Marquard in order to preserve the London Plane tree. The one parking space closest to West should be removed for safety reasons and the other parking space is a small price to pay to save this beautiful tree.
4. The interim-connection at Marquard and Second Street needs to be reassessed for safety reasons.

5. The tall utility box at the southwest corner of Marquard and West End Avenue should be moved for safety reasons.
6. Guard rails or barriers should be installed to protect pedestrians and bicyclists standing in the small median in the middle of east moving traffic where it splits between Fourth and Second Streets.
7. The Collision Study should include the section of Second Street from Shaver to Marquard.

Thank you,

Victoria DeWitt
Jeff Eader
Liza Ryan
Kristen Vyas
Deborah Coburn, resident since 1987
Steve Thomson
Jasmin Thomson
Linda Lieberman
Anne Bowen
Susan Bradford
Amy Likover
Joe Likover

cc: Mayor Kate Colin and City Council members

From: [REDACTED]
Sent: Monday, January 17, 2022 12:34 PM
To: April Miller <April.Miller@cityofsanrafael.org>
Subject: Re: Third Street Project update

Dear Ms. Miller,

Thank you for keeping us in the loop with respect to the Third Street Project.

As you know, I am the owner of the Pierce Realty Office building located at 1601 Second Street (Corner of Miramar/Second), San Rafael. As it stands, the two (2) parking spaces in front of my building will be removed due to the street improvements as well as my driveway which will be replaced with a sidewalk blocking off three (3) additional parking spaces. So, a total of five (5) parking spaces will be removed. As I understand it, some of this parking will be replaced down the road at Second and Shaver Street. As you know, parking is becoming a premium but is necessary for our businesses.

This letter will serve as **my opposition** to remove any additional street parking on Second Street in order to retain existing trees. If you want a bicycle lane, the trees have to go. This part of Second Street needs as much street parking as they can get. Along this corridor of Second Street, you have a restaurant, gymnasium, coffee shop, and multifamily units all along this section. If you retain these trees, remove the existing street parking, you are going to cause so many problems with side streets and my property down the road. **I am totally against it.** Where is the common sense?

The present plan in place works, it's not ideal for me but at least the cyclists have their own lane and safer for them. As electric bikes become more affordable, many people will be using the bicycle lane to get around. **I am begging the City of San Rafael to proceed with the current improvements, remove the trees as necessary** and provide a safer Second Street. If the environmentalists want the trees, they can go for a walk in the park or enjoy the many trails we have in our open space districts which are approximately 80% of the total land mass in Marin County.

I think the City of San Rafael has done a great job with this current plan. Please don't change it for a few tree lovers. We have loads of trees.

Thank you, Ms. Miller, for your kindness to everyone and doing a wonderful job.

For the record, I have been at this desk for 51 years, no one knows Second Street like I do. **Please, please, please, don' change the present plan.**

Charles C. Pierce
CHARLES C. PIERCE, INC.
1601 Second St., Suite 101
San Rafael, CA. 94901

[REDACTED]

P.S. I know the San Rafael Police Department does a great job, but **cars are moving too fast.** The police department is out hear almost every day, but the cars are still moving way too fast. When you install the bicycle lane, you are going to have fatalities unless this traffic slows down. Maybe the **traffic lights** can be **adjusted** somehow.

From: Randy Dilena <randy@dilena.org>
Sent: Monday, January 17, 2022 5:46 PM
To: Distrib- City Clerk <City.Clerk@cityofsanrafael.org>
Subject: Third Street Project - February 7, 2022
Importance: High

To the honorable Mayor, Vice Mayor and members of the City Council,

I represent the ownership of **West End Center** - the San Rafael strip mall that extends perpendicularly from Fourth Street to Second Street and the private parking lot adjoining it. As such, I have followed the Third Street Project from inception and have commented positively on many of the features of the project during its planning stages. Many of the features we have strongly supported and commented on include: 1) the addition of a traffic signal on Second Street at Earl Street, and 2) the retention of as many Third Street parking spaces as possible (for benefit of the many small businesses, home owners and local tenants that conduct business and/or reside in the West End community).

I understand the City of San Rafael and their design teams have been busy working out the final design details of the Third Street Project and have coordinated much of this project with MMWD, SRSD, and PG&E. I further understand that you will be meeting next on February 7, 2022 to discuss and approve the final details of this project. It is for that reason I want to state the fact the Third Street Rehabilitation project is something we strongly support, and we want you to know that we **DO NOT want to see the removal of any parking spaces from the current plan**. Removal of any parking spaces in the area near West End Center (Second Street) will increase stress on an already overstressed parking situation in our private parking lot, cause an increased hardship to local businesses who have limited parking (and are struggling to survive), and, will likely impose an unnecessary project delay that could cost the City additional funds to study and process.

In summary, we fully **support** the current Third Street Project plan and the retention of a maximum number of parking spaces along Second Street, while **we oppose** any additional reduction of parking spaces along Second Street. Please make it a priority to retain all parking spaces on Second Street as noted in the currently approved plans!

Thank you,
Randy Dilena

Randy Dilena
Co-Owner



Dilena Properties
Managing the Experience with Excellence

T: +1.650.873.0160 (x 238) | F: +1.650.588.7061 | M: +1.650.888.7711 | E:

randy@dilena.org

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From: [REDACTED]
Sent: Thursday, January 20, 2022 2:23 PM
To: April Miller
Subject: Third Street Rehabilitation Project

Dear Ms. Miller,

First of all, I want to thank you so much for keeping me up to date in regards to the Second St. bicycle facility, particularly as it might relate to the elimination of parking between Marquard/West End Ave. and Ida St.

For your as well as the council's benefit, I would like to reiterate my objection to the elimination of any parking between Marquard/West End Ave. and Ida St. As previously stated in prior emails, I own 4 rental properties in the area with a total of 8 tenants, 3 properties on Second St. between Marquard/West End Ave. and West St. and 1 property on West St. All of these properties have limited parking as it now stands.

Onsite parking in this area as well as the side streets of West St., East St., Jessup St. and Hart St. is very limited and home owners and tenants rely heavily on street parking. Many of these side street homes were constructed during an era with one car garages or no onsite parking at all. The elimination of any parking is going to be a disaster for all property owners and tenants whether they be located on Second St. or one of the aforementioned side street. Landlords will find it more difficult to find good tenants without sufficient parking. Tenants and homeowners who live on Second St. and who rely on Second St. parking for themselves and their guests will end up parking in the residential side streets that are already overcrowded with cars parked on the street.

In addition to the above, the council needs to consider the city's recent ordinance allowing the city to restrict parking on roads shorter than 30 feet wide. Three of the four streets adjacent to the project are plus or minus 24 feet wide, therefore significant parking could be eliminated exasperating the loss of parking on Second St.

I can already hear the cry for relief from property owners and tenants who will be adversely affected should any parking be eliminated. In an already divided country, do we really need more division?

Therefore, I am very strongly opposed to the elimination of any parking along Second St. between Marquard/West End Ave. and Ida St.

Respectfully,

Roger Pierce

1/10/22

City Council of San Rafael,

I am writing to you to strongly protest against the request by environmentalists to save the trees and remove on-street parking on Second Street as part of the Third Street Rehabilitation Project.

I have been told that people with environmental concerns are upset that the trees near the street will be removed in order to have room for both the parking and bikes lanes. We have many lovely trees in this community besides the ones near the street.

The quality of our lives and that of our neighbors and tenants will be negatively impacted if the parking if the parking on Second Street does not remain available.

We have been property owners here since 1987. Besides living on the property, we have four rental units which provide affordable housing for the community. All of our tenants have more than one car and require on-street parking.

The fourteen-unit apartment complex at the corner of East Street and Second Street also serves San Rafael as affordable housing. Where will those community members park?

The plan to remove the on-street parking on the south side of Second Street from Marquard Avenue to Miramar Avenue is unfair to all of us living in this community, many of whom are low-to -moderate income families providing essential services to Marin County.

Parking is critical to our quality of life and parking is extremely scarce in the West End of San Rafael. The loss of parking on Second Street would greatly impact parking on all the side streets of our community.

I plead with you stay committed to the project re-design which was presented in 2021 which maintained the street parking.

Once again, it is the low and moderate income community members living in the West End of San Rafael whose quality of life will be negatively impacted if the parking is removed.

Thank you,
Sandra Ponek & Angel Rodriguez
[REDACTED] San Rafael



MARIN COUNTY GROUP
Protecting the Marin environment since 1968
scmaringroup@gmail.com

Jan. 18, 2022

Bill Guerin
Director of Public Works
City of San Rafael San Rafael, CA. 94901

RE: 2nd/3rd Street Improvements, London Plane Tree preservation

Dear Bill,

As Climate Change continues to be a threat to all of us, we are glad that the city is addressing ways to encourage additional fossil fuel free biking by developing safe lanes for travel. However, cutting down large trees to do this, rather than removing parking spaces, is a supreme failure to understand the incredible value that mature trees bring to the city and the interconnectedness of our decisions when dealing with the complexity of climate change.

The Marin Group Sierra Club supports the letter and findings of Sustainable San Rafael and strongly encourages you to keep the mature London Plane tree at the western “entrance” to the city—for its shade, its aesthetic and environmental values, and to conform with San Rafael’s Climate Change Action Plan 2030 and General Plan 2040.

Small trees do not match the value of mature trees for carbon sequestration,¹ urban heat island relief or water infiltration, which reduces the impacts of both flooding and drought. What is predicted for future rain patterns in our area are both additional years of drought with soaring temperatures and more intense storms such as we witnessed in October 2021. These conditions will affect the health and survival of any newly planted trees and may make such grand schemes

¹ <https://www.pacificforest.org/ee-old-trees-store-more-carbon-more-quickly-than-younger-trees/> A sweeping study of forests around the world finds that the older the tree, the greater its potential to store carbon and slow climate change. The 38 researchers from 15 countries found that 97 percent of trees from more than 400 species studied grew more quickly as they aged, thus absorbing more carbon. Although trees become less efficient at processing carbon as they get older, there are a greater number of leaves to absorb CO2, explained Nate Stephenson, lead author of the study. Leaves are crucial in photosynthesis, the process by which plants make energy and absorb carbon dioxide. “Even though on an individual leaf scale their productivity might be declining slightly, they just have so many more leaves that the net effect is that they’re able to fix more carbon in total than a small tree,” said Stephenson, a scientist with the U.S. Geological Survey’s Western Ecological Research Center in Three Rivers, Calif.



MARIN COUNTY GROUP

Protecting the Marin environment since 1968
scmaringroup@gmail.com

of “replacement trees” an unreachable hope rather than a sound plan. It makes much more sense to protect and preserve what we have: large, well-established healthy trees. Given MMWD’s proposed drought restrictions, which will return after we have predictably more dry years, it may be impossible to even plant a new tree unless recycled water is available for irrigation.

Public safety and beautiful surroundings are values that promote community health and happiness, which should not be underestimated. From a mental health perspective, it is also a horrible shock when people learn, usually after the deed has been done, that a much loved and appreciated tree was cut down as a matter of expediency when other feasible options clearly existed.

We have cut down, paved over, and modified our planet so much that we are now at a serious tipping point. We must do all we can to lessen those climatic impacts that we are already experiencing: extreme drought, heat, and other unpredictable and increasingly violent weather patterns. Every decision needs to be made through the lens of will this support the mitigation of climate change or will it make that change more certain? While it may be true that one tree will make a relatively small difference, the cumulative impacts of all the deforestation at the local and rainforest level ARE having a negative impact that we can avoid by being more judicious and careful.

In addition, a letter from residents showing a preference for car, bike and pedestrian safety, without any complaints about losing parking spaces, needs to be seriously considered. The roundabout conceptual plan that San Rafael proposed keeps the tree as well as slowing traffic, which tends to increase safety for all. A discussion with nearby residents could be extremely helpful to develop the best plan for all.

This tree is valuable and irreplaceable. Please modify your plans, as per the suggestions given in Sustainable San Rafael’s letter, to keep this tree standing.

Thank you,

Judy Schriebman
Chair, Sierra Club Marin Group

cc: Mayor Kate Colin, San Rafael City Council, Jim Schutz, Cory Bytof, Alicia Giudice, April Miller