



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Public Works**

**Prepared by: Bill Guerin,  
Director of Public Works**

**City Manager Approval:** \_\_\_\_\_

**TOPIC: SECOND STREET/FOURTH STREET/MIRACLE MILE INTERSECTION IMPROVEMENTS**

**SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CSW/STUBER-STROEH ENGINEERING GROUP INC. FOR ENGINEERING DESIGN SERVICES ASSOCIATED WITH THE SECOND STREET/FOURTH STREET/MIRACLE MILE INTERSECTION IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$131,582**

**RECOMMENDATION:** Staff recommends that the City Council adopt a resolution approving and authorizing the City Manager to execute a professional services agreement with CSW/Stuber-Stroeh Engineering Group Inc. for engineering design services associated with the Second Street/Fourth Street/Miracle Mile Intersection Improvement project in an amount not to exceed \$131,582.

**BACKGROUND:**

The Third Street Rehabilitation project is currently underway. There are roadway and pedestrian improvements, including but not limited to, street resurfacing, curb ramps, sidewalk, storm drain, and traffic signal upgrades. Third Street provides critical access between US 101 and communities in West Marin. Carrying 30,000 vehicles per day, Third Street is the backbone of downtown San Rafael serving businesses, restaurants, medical clinics, and banks. West of downtown, Third Street becomes residential.

The Third Street Rehabilitation project stops just east of the Second Street/Fourth Street/Miracle Mile intersection. Here, the streets meet at odd angles, resulting in speeding, long crossings for pedestrians and bicyclists, and confusion between drivers navigating the intersection. Just west of the intersection, there is a bicycle boulevard on West End/Greenfield Avenue connecting cyclists to the communities west of San Rafael. Just east of the intersection is a multi-use pathway currently under construction. Improving this intersection would close a critical gap in the bicycle network in this area of San Rafael. It would connect two regional bicycle routes as well as an important Safe Routes to School connection. Proposed improvements include creating a "T" intersection up so that Fourth Street meets Second Street at a right angle. This would also shorten the crossing distance for pedestrians.

As a part of the Third Street Rehabilitation Project, improvements at this intersection were discussed at public meetings. This intersection project exceeded the project budget for the Third

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

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Street Rehabilitation project, so city staff decided to separate the Second Street/Fourth Street project design to seek additional funding sources.

### **ANALYSIS:**

CSW is the civil design consultant for the Third Street Rehabilitation project and has created a conceptual plan for the Second Street/Fourth Street project. Kimley-Horn Inc., a subconsultant to CSW, is the traffic signal design consultant for the Third Street Safety project and the design reviewer for the Third Street Rehabilitation project. Since both design consultants have already done preliminary assessments of this intersection and can build on previous efforts in this area to complete the design, city staff requested a design proposal from CSW for the civil and traffic signal design of this project. Kimley-Horn will provide the traffic signal design as a subconsultant. In May 2022, the City received a proposal from CSW for the design for this intersection.

**PUBLIC OUTREACH:** Public Works has engaged the community and key stakeholders over the last four years for Third Street Rehabilitation. The redesign of Second Street/Fourth Street was discussed at many of the meetings, as summarized in the [February 7, 2022 City Council staff report](#).

### **FISCAL IMPACT:**

The consultant's fees of \$131,582 are being funded by Gas Tax (206) funds. Upon completion of the design, a construction cost estimate will be produced.

**OPTIONS:** The City Council has the following options to consider relating to this matter:

1. Adopt a resolution authorizing the City Manager to execute a professional services agreement with CSW.
2. Do not accept the proposal from CSW and provide further direction to staff.

**RECOMMENDED ACTION:** Adopt a resolution approving and authorizing the City Manager to execute a professional services agreement with CSW/Stuber-Stroeh Engineering Group Inc. (CSW) for engineering design services associated with the Second Street/Fourth Street/Miracle Mile Intersection Improvement project in an amount not to exceed \$131,582.

### **ATTACHMENT:**

1. Resolution
2. Professional Services Agreement with Exhibit A (Proposal)

**RESOLUTION NO.**

**A RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CSW/STUBER-STROEH ENGINEERING GROUP INC. FOR ENGINEERING DESIGN SERVICES ASSOCIATED WITH THE SECOND STREET/FOURTH STREET/MIRACLE MILE INTERSECTION IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$131,582**

**WHEREAS**, the City desires to implement safety improvements and improved bicycle and pedestrian connections at the intersection of Second Street/Fourth Street/Miracle Mile; and

**WHEREAS**, the City has adequate funds in Gas Tax (206); and

**WHEREAS**, the City requires outside professional assistance to design signals, curb ramps, and bicycle facilities for the aforementioned project; and

**WHEREAS**, staff has reviewed the proposal and identified CSW/Stuber-Stroeh Engineering Group, Inc. to be a qualified firm; and

**WHEREAS**, CSW/Stuber-Stroeh Engineering Group, Inc.'s proposal in the amount of \$131,582 was found to be complete and within industry standards.

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

The City Council hereby approves and authorizes the City Manager to execute a Professional Services Agreement with CSW/Stuber-Stroeh Engineering Group, Inc. for engineering design services associated with the Second Street/Fourth Street/Miracle Mile Improvements in the amount not to exceed \$131,582, in the form attached to the Staff Report to the City Council for this matter, subject to final approval as to form by the City Attorney.

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 Tuesday, the 21<sup>st</sup> day of June 2022, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

**LINDSAY LARA, City Clerk**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**FOR IMPROVEMENTS TO THE SECOND AND FOURTH STREET INTERSECTION**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and CSW/STUBER-STROEH ENGINEERING GROUP INC., a California corporation (hereinafter "**CONSULTANT**").

**RECITALS**

**WHEREAS**, the **CITY** has determined that professional design services are required in connection with the Second Street and Fourth Street Intersection project; and

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

**AGREEMENT**

**NOW, THEREFORE**, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY’S Project Manager.** April Miller is hereby designated the PROJECT MANAGER for the CITY and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

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

2. **DUTIES OF CONSULTANT.**

CONSULTANT shall perform the duties and/or provide services as outlined in CONSULTANT’s proposal, dated May 31, 2022, marked as Exhibit A, attached hereto and incorporated herein.

3. **DUTIES OF CITY.**

CITY shall cooperate with CONSULTANT in performance of its duties under this Agreement and shall pay the compensation as provided in Paragraph 4.

4. COMPENSATION.

For the full performance of the services described herein by **CONSULTANT**, **CITY** shall pay **CONSULTANT** on time and materials basis for services rendered in accordance with the rates described in Exhibit A, for a total amount not-to-exceed of \$131,582.

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

5. TERM OF AGREEMENT.

The term of this Agreement shall be for one (1) year(s) commencing upon date of execution of this Agreement. Upon mutual agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for an additional period of up to one (1) year(s).

6. TERMINATION.

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

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

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

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

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONSULTANT** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

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

9. ASSIGNABILITY.

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

10. INSURANCE.

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

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

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

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

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

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

1. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

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

ISO form CG20 01 04 13.

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

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

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

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

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

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the **CONSULTANT** under this Agreement.

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

**D. Proof of Insurance.** **CONSULTANT** shall provide to the **PROJECT MANAGER** or **CITY'S** City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement



page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by **PROJECT MANAGER** and the City Attorney.

#### 11. INDEMNIFICATION.

A. Except as otherwise provided in subparagraph B of this section, **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the “**City Indemnitees**”), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively “**CLAIMS**”), arising out of **CONSULTANT’S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT'S** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT'S** indemnification obligation shall be reduced in proportion to the **City Indemnitees’** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT’S** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT’S** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT’S** performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **City Indemnitees** or at **CITY’S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys’ fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney’s fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively **Liabilities**). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such **Liabilities** are caused in part by the negligence or willful misconduct of such **City Indemnitee**.

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

of time allowed by law.

12. NONDISCRIMINATION.

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

13. COMPLIANCE WITH ALL LAWS.

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

14. NO THIRD PARTY BENEFICIARIES.

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

15. NOTICES.

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

TO **CITY**'s Project Manager:

April Miller  
City of San Rafael  
Department of Public Works  
111 Morphew Street  
San Rafael, CA 94901

TO **CONSULTANT**'s Project Director:

Robert Stephens  
CSW/Stuber-Stroeh Engineering Group Inc.  
45 Leveroni Court  
Novato, CA 94949

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers,

agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the CITY. CONSULTANT and CITY expressly intend and agree that the status of CONSULTANT, its officers, agents and employees be that of an Independent Contractor and not that of an employee of CITY.

17. ENTIRE AGREEMENT -- AMENDMENTS.

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

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

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

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

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

18. SET-OFF AGAINST DEBTS.

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

19. WAIVERS.

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

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this

Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

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

22. SURVIVAL OF TERMS.

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.

23. APPLICABLE LAW.

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

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

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

**CITY OF SAN RAFAEL**

**CONSULTANT**

\_\_\_\_\_  
JIM SCHUTZ, City Manager

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

Name: Robert Stevens

Title: President/CEO

ATTEST:

[If CONSULTANT is a corporation, add signature of second corporate officer]

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

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

APPROVED AS TO FORM:

Name: Linda Schmid

Title: CFO

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

# Exhibit A

CSW | ST2

May 31, 2022

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

**Subject:** Improvements to the Second and Fourth Street Intersection

Dear Ms. Miller:

Please find attached our fee proposal including scope of work, schedule, and labor assessment to complete the final design for the Second and Fourth Street Intersection. If I can provide any additional information, please contact Robert at 415.533.1864 or [rstevens@csbst2.com](mailto:rstevens@csbst2.com).

Sincerely,



Robert Stevens, PE, TE  
Project Manager

During the development of the Third Street improvement project, the cycle track connection west of West Street became an important topic within the community. The existing intersection of the Fourth and Second Streets is complicated due to its irregular configuration creating conflicts for bicyclists and pedestrians navigating the area.

Working with the City and stakeholders, our team developed a preliminary plan as illustrated in the attached exhibit. This plan will need to be refined and further developed with input from local businesses as well as stakeholders to develop a final design for the intersection.

Our team has prepared the following scope of work to support the design effort.

## SCOPE OF WORK

### TASK 1: PRELIMINARY ENGINEERING

*Objective: In this initial phase, our team will complete several technical studies as well as focused outreach to stakeholders to refine the concept as well as compile an environmental document.*

**1.1 Project Kickoff.** Our team will meet with City staff to review the project goals and an approach to coordinating with stakeholders.

**1.2 Existing Conditions Mapping.** Our team has general topography with the project area, but will complete a detailed survey to establish the following:

- i. **Property Boundary and Record Monuments:** We will research City and County records to plot the public right of way based upon record information. We will also identify all record survey points and monuments within the intersection.
- ii. **Field Survey:** In areas to receive major improvements such as curb extensions and areas obscured by tree canopy, our team will collect topography including elevations and surface features using traditional survey methods.
- iii. **Utility Survey:** We will research as-built utilities within the area. Our survey crew will the location of all surface utility appurtenances as well as inverts of storm and sewer systems. We will retain a utility locating firm to complete a ground penetrating radar study of the intersection.
- iv. **Prepare Base Map:** CSW|ST2 will develop a detailed base map using data collected by our effort.

**1.3 Signal Coordination.** Our team will coordinate with Kimely Horn to develop a design for the traffic signal system. This will include coordinating the locations of the signal poles, striping, and related appurtenances. We will incorporate the KH special provisions into the complete specifications document.

**1.4 Design Refinement (30%).** Based upon the data collected, our team will refine the concepts established including the following elements:

- A. Intersection layout and grading
  - B. Striping and Signage Plan
-

- C. Pavement rehabilitation plans
- D. Drainage plan
- E. Estimate of construction cost

**1.5 Outreach.** Our team will follow a similar outreach process to confirm the design concept using the following services of meetings:

- A. City Services.** We will support staff in reviewing proposed roadway modifications such as bulb-outs with representatives from emergency services and public works.
- B. Chamber Workshop.** Our team will conduct a meeting with corridor stakeholders, which could include the Chamber of Commerce, key development interests, and/ or local business leaders.
- C. BPAC.** Our team will present the documents to the City's BPAC for review and comment.
- D. Public Utilities.** We will coordinate with PGE, Comcast, and ATT for undergrounding of overhead lines as well as MMWD for water line modifications.
- E. Web Materials and News Releases.** We will provide maps, graphics, and narratives to the City for use on their web page to inform the community of the project's progress.

**1.6 CEQA Categorical Exemption.** Section 21084 of the Public Resources Code (PRC) provides guidelines for projects that have been determined to not have a significant effect on the environment and are therefore determined to be exempt from the provisions of CEQA. The proposed project would likely fall into the first category (Class I) of categorically exempt projects as described in Section 15301, Existing Facilities. We will document the determination for the exempt status in a Notice of Exemption (NOE) accompanied by a supporting memorandum.

**1.7 Contract Management.** CSW|ST2 will be responsible for overall management of our design team including the following:

- A. Project Management:** We will manage the design team as well as track progress, schedule, and budget.
- B. Quality Control/ Assurance:** An independent member of our team will perform an independent quality control review of the team's documents prior to submittal
- C. Meetings:** In addition to the outreach meetings, the team will attend two (2) coordination meetings with City staff.

#### Deliverables

- 30% Documents in Acrobat format
- CEQA Categorical Exemption
- Meeting agendas, presentations, and minutes

## TASK 2: FINAL PLANS

*Objective: With completion of the environmental phase, our team will prepare construction drawings for use in bidding for the western segment of the corridor.*

**2.1 Prepare 65% Documents** The team will prepare the following documents:

- A. Plans**
  - i. Title and Key Map -



- ii. Public Utility Relocation Plan
- iii. Construction Phasing Plan
- iv. Demolition Plan
- v. Cross Sections
- vi. Street Layout and Grading Plan
- vii. Paving Plans
- viii. Storm Drain Plan and Profile
- ix. Striping Plan
- x. Hardscape Details
- xi. Street Lighting and Conductor Plans
- xii. Joint Trench Plan and Sections
- xiii. Construction Details

**B.** Specifications, bid schedule, and cost estimate

**2.2 Prepare 95% Documents.** Based upon comments received from City staff, we will update the documents prepared in Task 4.1 at the pre final status.

**2.3 Final Submittal.** After presentation of the 95% documents to the City Council, we will compile final documents for use in bidding.

**2.4 Outreach.** Our team will continue our outreach process during the final design including hosting the following meetings:

- A. Public Utilities.** Our team will continue the coordination with public utilities affected by the project.
- B. City Council.** We will support staff in presenting the project to City Council authorizing the project for public advertisement.
- C. Web Materials and News Releases.** We will continue to update documents for the City's use.

**2.5 Contract Management.** CSW|ST2 will complete contract management services as defined in Task 1.6. In this task, we anticipate up to two (2) meetings with the City.

#### Deliverables

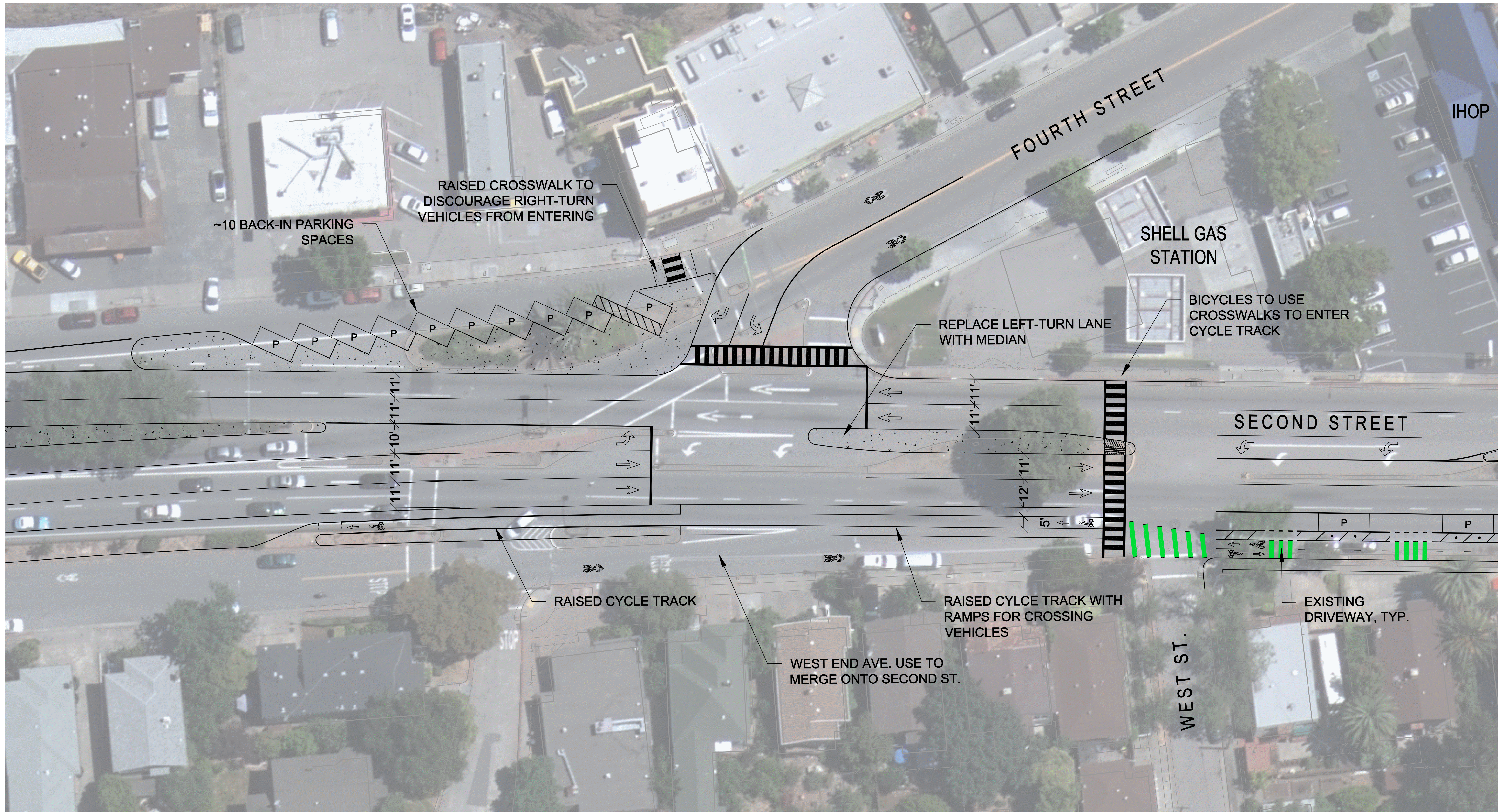
- 65% and 95% documents in Adobe Acrobat format
- Final plans in hardcopy, Acrobat, and AutoCAD format
- Meeting agendas, presentations, and minutes

#### ASSUMPTIONS

In preparing our scope of work, we have made the following assumptions.

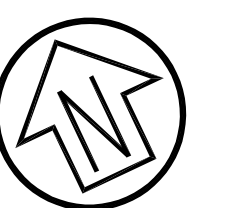
1. The project will generally follow the schedule as detailed in our scope of services.
  2. No additional traffic data collection or analysis is required.
  3. Our team's services are limited to those expressly set forth above. We will have no other obligations or responsibilities for the project except as agreed to in writing, or as provided in this agreement. Our services are provided consistent with, and limited to, the standard of care applicable to such services. We will provide our services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances.
-

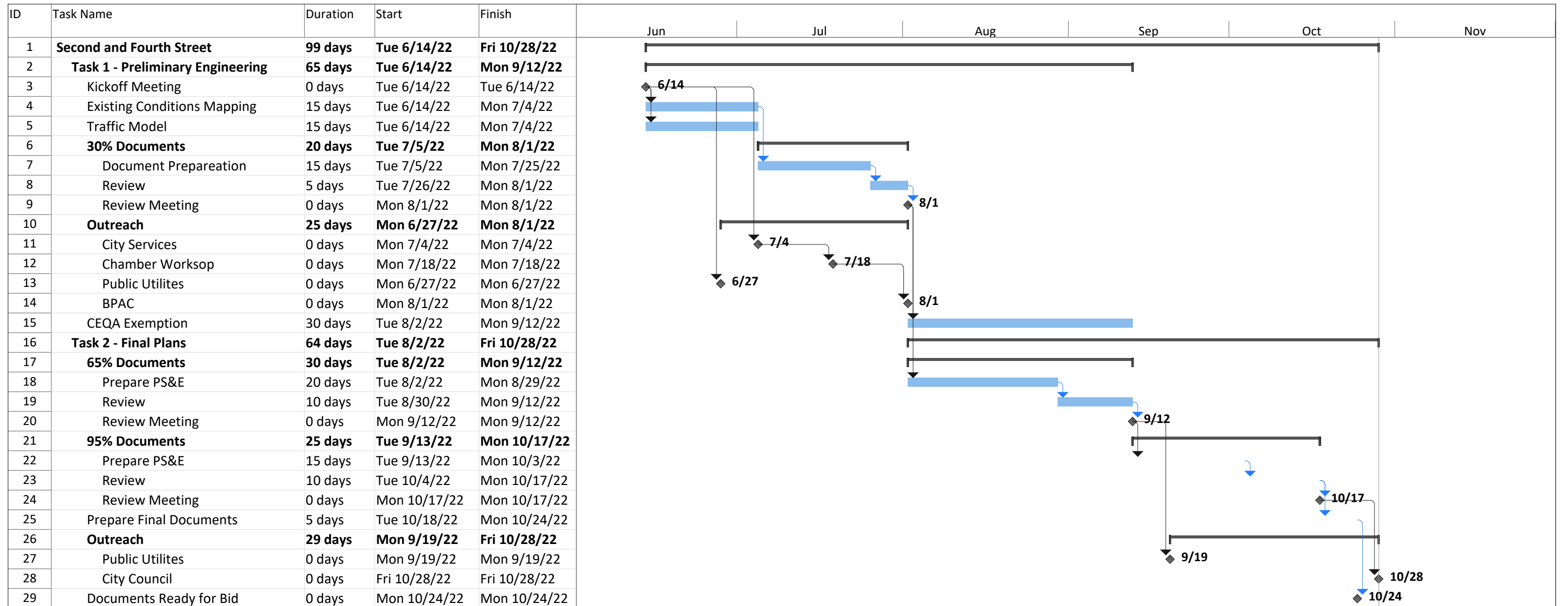
4. This project will not require acquisition of right of way.
  5. The project will not include landscape design services.
-



# FOURTH STREET INTERSECTION

## CITY OF SAN RAFAEL





Project: msproj11 Date: Tue 5/31/22	Task	Project Summary		Inactive Milestone	◆	Manual Summary Rollup	▬	Deadline	⬇
	Split	External Tasks	⋯	Inactive Summary		Manual Summary	▬	Progress	▬
	Milestone	External Milestone	◆	Manual Task	▬	Start-only	[	Manual Progress	▬
	Summary	Inactive Task	▬	Duration-only	▬	Finish-only	]		

Second and Fourth Street Intersection		CSW   ST2					Total Hours	Total Base Fee
		Project Manager and Engineer						
SUMMARY OF PRIME CONSULTANT LABOR EFFORT		Robert Stevens PIC / Project Manager	Rich Souza Engineer 3	Varies Engineer 2	Varies Engineer 1	Josh Woebbling Surveyor	Varies Survey Team	
CSW   ST2								
Billable Rate		231	216	157	129	216	195	
<b>Task 1 Preliminary Engineering</b>								
1.1	Project Kickoff	1	1					2 \$447
1.2	Existing Conditions Mapping				24	12	20	56 \$9,588
1.3	Signal Coordination	4	10	8				22 \$4,340
1.4	Design Refinement 30% Plans	4	10	18	12			44 \$7,458
1.5	Outreach							
	City Services	1						1 \$231
	Chamber Workshop	1						1 \$231
	BPAC	1						1 \$231
	Public Utilities		2	4				6 \$1,060
	Web Based and News Releases	1						1 \$231
1.6	CEQA Categorical Exemption			4				4 \$628
1.7	Project Management							
	General Project Management	1						1 \$231
	QA/QC	1						1 \$231
	Meetings	1						1 \$231
<b>Task 1 Preliminary Engineering Subtotal:</b>		<b>16</b>	<b>23</b>	<b>34</b>	<b>36</b>	<b>12</b>	<b>20</b>	<b>141</b> <b>\$25,138</b>
<b>Task 2 Final Plans</b>								
2.1	65% Submittal		10	30	45			85 \$12,675
2.2	95% Submittal		10	30	30			70 \$10,740
2.3	Final Submittal		8	20	30			58 \$8,738
2.4	Outreach							
	Public Utilities		2	4				6 \$1,060
	City Council	1						1 \$231
	Web Based and News Releases	1						1 \$231
2.5	Project Management							
	General Project Management	1						1 \$231
	QA/QC	2						2 \$462
	Meetings	1						1 \$231
<b>Task 2 Final Plans Subtotal:</b>		<b>6</b>	<b>30</b>	<b>84</b>	<b>105</b>	<b>0</b>	<b>0</b>	<b>225</b> <b>\$34,599</b>
<b>Total Base Labor Expenses:</b>		<b>22</b>	<b>53</b>	<b>118</b>	<b>141</b>	<b>12</b>	<b>20</b>	<b>366</b> <b>\$59,737</b>
<b>Reimbursable Expenses</b>								
General Expenses								\$1,000
Kimely Horn - Traffic Signal Design								\$61,345
GPR								\$8,000
Record of Survey								\$1,500
<b>Total Reimbursable Expenses:</b>								<b>\$71,845</b>
<b>Total CSW   ST2 Design Fee</b>								<b>\$131,582</b>

Estimated Cost of Project: \$ 1,200,000.00  
Design Fee as a Share of Construction Cost: 11%



May 11, 2022

April Miller  
Assistant Public Works Director/City Engineer  
Public Works Department  
City of San Rafael  
111 Morpew Street, San Rafael, CA 94901  
(via email)

**RE: Proposal for the design of Traffic Signals on 4<sup>th</sup> Street at 2<sup>nd</sup> Street and West Crescent Drive**

Dear April:

We are pleased to provide a Scope of Services and Fee proposal to provide engineering services for the design of traffic signals on 4<sup>th</sup> Street at 2<sup>nd</sup> Street and West Crescent Drive. Our Scope of Services follows our understanding of the work that is involved for the design of signal modifications at 4<sup>th</sup> Street and 2<sup>nd</sup> Street and a new traffic signal at 4<sup>th</sup> Street and West Crescent Drive.

## **PROJECT UNDERSTANDING**

This project consists of preparing the detailed designs (construction drawings) for two project locations including:

- 4<sup>th</sup> Street and 2<sup>nd</sup> Street
- 4<sup>th</sup> Street and West Crescent Drive

The signal design at 4<sup>th</sup> Street and 2<sup>nd</sup> Street will include replacing existing signal infrastructure to align with the modified intersection layout and cycle track being prepared on the east approach of 2<sup>nd</sup> Street. It is understood that CSW will be preparing the civil and striping design and Kimley-Horn will be supporting CSW by preparing the electrical plans. Kimley-Horn will utilize City input on design plans previously prepared by Parisi to determine the final signal equipment and phasing changes.

The signal design at 4<sup>th</sup> Street and West Crescent Drive will include installing a new signal at the existing three-leg intersection. Kimley-Horn will provide the proposed striping and base-timing for the new signal. It is assumed that any civil work at the intersection will be designed by others.

It is understood that the City will hire a contractor to construct the improvements based on one combined set of signed and sealed design documents. Kimley-Horn will provide the relevant electrical and striping plans, specifications, and estimate to be included in the complete construction package being prepared by CSW.

## **SCOPE OF SERVICES**

### **Task 1 – Project Management**

This task consists of the development and maintenance of the project schedule, work plan, filing system, and monthly invoices. We anticipate one initial kick-off meeting with the City to review the project goals, discuss the proposed project approach, potential design challenges, schedule, and deadlines. Kimley-Horn will prepare a meeting agenda for this meeting and submit summarized meeting minutes to the City within one week. This task also includes coordination with CSW.

*Deliverables:*

- Monthly Invoices
- Project Schedule and Updates
- Kick-off Meeting Agenda and Notes

### **Task 2 – Field Investigations and Utility Coordination**

Kimley-Horn will conduct a field review to verify the condition of existing visible equipment and infrastructure such as existing lane geometry and physical roadway features, curb ramps, driveways, utilities, streetlights, signage, vehicle detection, and traffic signal features. The field review of the project intersections will be used to determine the potential location of new poles, conduit, pull boxes, and electrical conductors.

We have assumed that the City will be able to provide Kimley-Horn with record drawings/as-builts for existing City owned infrastructure and right-of-way within the project areas. This includes information for the existing equipment and conductor schedules and the City's previous design coordination with Parisi at 4<sup>th</sup> Street and 2<sup>nd</sup> Street. We will rely on the completeness and accuracy of the information provided by the City, and where necessary we will field verify the information to the extent possible. In addition, it is assumed that the City will provide turning movement counts for the 4<sup>th</sup> Street at West Crescent Drive intersection.

Using a current utility contact list provided by the City, Kimley-Horn will submit utility request letters to utility companies with potential facilities in the project vicinity. We anticipate obtaining utility records from PG&E, Comcast, AT&T, Verizon, and other utility companies known by the City to have facilities within City limits. We will draft the utility request letters for the City to be placed on City letterhead and submitted to the utility company. Kimley-Horn will track dates for when letters are submitted and data is received from all utility companies. Relevant information will be documented in AutoCAD as the utility data is received.

### **Task 3 – Detailed Design**

This task consists of the preparation of the 65%, 95%, 100% and Final (bid ready) designs.

#### **Task 3.1 – 65% PS&E**

Kimley-Horn will utilize the data collected in Task 2 to prepare the 65% plans, technical specifications outline, and a preliminary engineer's estimate for the traffic signal installations at both project intersections including any striping changes at 4<sup>th</sup> Street and West Crescent Drive.

The following are the anticipated plan sheets to be completed by Kimley-Horn:

1. Traffic signal plans (one sheet per intersection, two total)
2. Traffic signal schedules (one sheet per intersection, two total)
3. Project details (up to one sheet)
4. Signing and striping plan (one sheet for 4<sup>th</sup> Street at West Crescent Drive)

This assumes that both locations will be bid under one construction package. If necessary, we can split up the designs into two separate packages.

It is understood the project plans for 4<sup>th</sup> Street at 2<sup>nd</sup> Street will utilize the latest topographic and civil base files provided by CSW. Unless noted otherwise, we have assumed the 4<sup>th</sup> Street at West Crescent Drive intersection will be designed using scaled aerial images of the project limits supplemented with the record drawings and field investigations and measurements.

The intent of the 65% plans is to show the proposed design layouts and identify any major design issues prior to bringing the plans to a 95% design level. The plans will include limited details. Existing traffic, utility, and landscaping infrastructure, such as poles, boxes, conduits, pipes, overhead wires, trees, manholes, valves, etc., will be shown on all plans. Traffic signal pole and equipment schedules will be filled out for the 65% design plans, but conductor schedules will be completed at the next stage. The signing and striping plan will show the preliminary layout of all striping and signage to be removed or installed.

Kimley-Horn will conduct a lighting analysis using AGI32 software to evaluate the safety lighting for both project intersection. The lighting levels will be reviewed to determine locations of poles and luminaires to meet lighting levels as recommended by the ANSI/IES RP-8-18, Recommended Practice for Design and Maintenance of Roadway and Parking Facility Lighting, AASHTO Roadway Lighting Design Guide, and the City's standards for preferred lighting design.

By this phase, we anticipate that utility conflicts and the location of new electrical service for 4<sup>th</sup> Street at West Crescent Drive have been identified and coordination with PG&E will be started. It is assumed the 4<sup>th</sup> Street at 2<sup>nd</sup> Street intersection will maintain the existing service meter located on the controller cabinet and no changes to service or PG&E coordination are required.

Kimley-Horn will prepare project cost estimates and a specification outline utilizing the final 3<sup>rd</sup> Street Rehabilitation project specifications and bid results provided by the City. The 65% design documents will be submitted electronically to the City for review.

*Deliverables:*

- 65% Plans and Estimate in PDF format
- 65% Specifications Outline in PDF format
- Lighting Analysis Exhibits



**Task 3.2 – 95% PS&E**

Upon receipt of one non-conflicting set of City comments on the 65% design, Kimley-Horn will provide responses to City's comments on each of the design documents. This task includes up to one virtual meeting to discuss 65% comments with the City and CSW if necessary. Once coordination on comments is complete, Kimley-Horn will document final responses and prepare the 95% design plans.

At this stage, additional detail will be added to the plan set and schedules for traffic signal conductors and striping will be populated.

Kimley-Horn will prepare the technical special provisions in Microsoft Word format and will show all revisions with track changes. A construction cost estimate and quantities based on the 95% plans will be prepared in the form of the bid schedule.

Kimley-Horn will coordinate with PG&E and submit a new service application for the intersection of 4<sup>th</sup> Street at West Crescent Drive on behalf of the City at this stage.

It is assumed that the 95% PS&E design package will be submitted to the City in electronic format.

*Deliverables:*

- Responses to City Comments on the 65% Design Documents in PDF format
- 95% Design Plans and Estimate in PDF format
- 95% Specifications in Word Format with Track Changes

**Task 3.3 – 100% PS&E**

Upon receipt of one non-conflicting set of City comments on the 95% design, Kimley-Horn will advance the construction documents to a 100% level of design. Kimley-Horn will attend one virtual meeting with the City and CSW to discuss the plans and improvements and resolve comments.

During this stage, utility coordination is expected to be completed. Kimley-Horn will modify the City standard front-end of the specifications (boilerplate) and revise the previously developed technical special provisions.

Kimley-Horn will submit the design documents as an electronic file (pdf) to the City for distribution and review.

*Deliverables:*

- Responses to City Comments on the 95% Design Documents in PDF format
- 100% Design Plans and Estimate in PDF format
- 100% Specifications in Word Format with Track Changes

**Task 3.4 – Final PS&E**

Upon receipt of one non-conflicting set of City comments on the 100% design, Kimley-Horn will advance the design and plans to the final/bid design level. Kimley-Horn will attend one virtual meeting with the City and CSW to discuss the plans and improvements and resolve comments.

It is expected that 100% comments will be minor and editorial in nature; as such, significant design or plan changes will be considered additional scope and can be performed for additional fee upon written consent from the City.

Kimley-Horn will prepare initial signal base timing for the new signal at 4<sup>th</sup> Street at West Crescent Drive. Proposed signal timing will be based on the latest MUTCD and City standard parameters for minimum green, yellow, all red, pedestrian walk, and flashing don't walk times. Coordination plans are not included in this scope of services.

The final plans and technical specifications will be signed and sealed by a Civil Engineer registered in the State of California. Files will be provided in electronic format (PDF, Word, and Excel). Hardcopies of the plans (up to one set each for 24" x 36" and 11" x 17") can be provided as requested.

*Deliverables:*

- Responses to City Comments on the 100% Design Documents in PDF format
- Final Design Plans and Estimate in PDF format
- Final Specifications in Word Format with Track Changes
- Base Signal Timing for 4<sup>th</sup> Street at West Crescent Drive

#### **Task 4 – Bidding and Construction Support Services**

Bidding and construction phase engineering support will include answering City staff questions during the bid and award of the contract, review of submittals, responding to contractor requests for information (RFIs), review of contract change orders, preparation of addenda, and preparation of record drawings.

Kimley-Horn will notify the City upon reaching approximately 80% of the approved level of effort and provide recommendation or request additional contract authorization, if necessary. Additional services will be provided if requested by the City, subject to additional fee.

*Deliverables:*

- Conformed construction documents (if needed)
- Responses to Contractor RFIs, COs, and submittals
- As-Built Record Drawings in PDF and AutoCAD format (1 set, 1 submittal)

#### **ITEMS NOT INCLUDED IN SCOPE OF WORK**

The following are items that are not included in this Scope of Work, but can be included if needed.

- Topographic ground-level survey is not included within the scope of services.
- Civil design is not included in this scope of work.
- Traffic signal coordination and analysis in Synchro is not included in this scope of services.

**SCHEDULE**

Kimley-Horn will provide our services immediately upon a written Notice to Proceed. We will work with the City to layout a mutually agreed upon schedule with an understanding that this is an expedited project. Provided below is a draft schedule which will be refined prior to the notice to proceed.

<b>Deliverable</b>	<b>Timeline</b>
Kick-off	1 week from Notice to Proceed
Field Investigation	2 weeks from Notice to Proceed
65% PS&E	4 weeks from the project Kick-off
95% PS&E	3 weeks from receipt of comments on the 65% PS&E documents
100% PS&E	2 weeks from receipt of comments on the 95% PS&E documents
Final PS&E	1 week from receipt of comments on the Final PS&E documents

**FEES AND EXPENSES**

Kimley-Horn will provide the professional services outlined in the scope of services above on a time-and-materials basis for a fee of \$61,345. This fee includes labor cost (including indirect expenses) and direct expenses (travel, tolls, meals, etc.) incurred in performing these services. The table below includes the break-down of cost per task.

<b>Task Number</b>	<b>Description</b>	<b>Cost</b>
1.0	Project Management	\$8,390
2.0	Field Investigation and Utility Coordination	\$3,280
3.0	Detailed Design	\$40,290
4.0	Bidding and Construction Support Services	\$8,885
<b>Total Cost</b>		<b>\$60,845</b>
Expenses:		\$500
<b>Total:</b>		<b>\$61,345</b>

We note that any services other than those set forth in the Scope of Services will constitute additional services. Additional services (such as attendance at additional meetings, additional submittals, and civil design) shall be performed only with your authorization and be billed on a time-and-materials basis.

Thank you for the opportunity to provide professional services to the City of San Rafael. Please contact me at (510) 350-0217 or at [kevin.aguigui@kimley-horn.com](mailto:kevin.aguigui@kimley-horn.com) should you have any additional questions or need any clarifications.

KIMLEY-HORN AND ASSOCIATES, INC.



Kevin Aguigui, PE, TE, CSEP  
Vice President/Senior Engineer