



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: April Miller,
Director of Public Works

City Manager Approval: _____

TOPIC: MANUEL T. FREITAS/101 NORTH RAMPS ROUNDABOUT

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE A COOPERATIVE AGREEMENT WITH CALTRANS TO CONTRIBUTE FUNDS FOR PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH THE MANUEL T. FREITAS ROUNDABOUT PROJECT IN AN AMOUNT NOT TO EXCEED \$400,000

RECOMMENDATION: Staff recommends that the City Council adopt the Resolution authorizing the City Manager to sign a Cooperative Agreement with Caltrans to contribute funds in an amount of \$400,000 for the Manuel T. Freitas Parkway and US 101 North intersection project.

BACKGROUND: The Caltrans-owned intersection of Manuel T. Freitas Parkway (Freitas Parkway) and US 101 North ramp is currently uncontrolled. Northbound vehicles exiting from US 101 go straight through or turn right at the intersection without stopping. Vehicles from Freitas Parkway either stay right to merge onto US 101 north or yield to on-coming vehicles before making a left turn to the next intersection of Freitas Parkway/Redwood Highway/Civic Center Drive, where Freitas is uncontrolled and Redwood Highway and Civic Center Drive are stop-controlled. The intersections are non-standard and there is a history of collisions throughout the years. Further, the intersections are challenging to navigate as a bicyclist or pedestrian. There is a bus stop for Golden Gate transit routes at the on-ramp that is only accessible by stairs and a narrow sidewalk.

ANALYSIS: Caltrans is proposing improvements to the two intersections, including a new roundabout and a relocated bus stop at the Freitas Parkway/Redwood Highway/Civic Center Drive intersection that will include a refuge island for vehicles from Freitas waiting to merge. These changes will improve traffic flow and make these busy intersections safer and more straight forward for motorists, bicyclists, and pedestrians.

Caltrans has gone through a few iterations of design after receiving City and community comments. Several of the community comments were focused on the bicycle and pedestrian facility improvements that need to be carried through the project extents and provide a design for future connections.

The current proposed design achieves the goals of better bicycle and pedestrian access through the area, more refuge space for turning vehicles, and slows approaching vehicles that enter the intersections.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

The proposed Cooperative Agreement would contribute funds for activities required for Caltrans to deliver the plans, specifications, and estimate for the Project. The Agreement does not include any funds contributing to construction capital or support or other services for the project. Caltrans and the City are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130.

PUBLIC OUTREACH: Caltrans presented this project to City Council at the November 1, 2021 Council meeting. Public Works reviewed this project with the Bicycle and Pedestrian Advisory Committee (BPAC) at the December 1, 2021 regular meeting and held a virtual community meeting on March 9, 2022. The City has also maintained a [webpage](#) with relevant project material and recorded meetings. The current design has been shared with key stakeholders and was presented at a future BPAC meeting.

FISCAL IMPACT: The total project cost is expected to be around \$3,300,000 for construction. Caltrans has requested financial assistance from the City for a contribution of \$400,000. This is an eligible cost under both Traffic Mitigation Fund 246 and Gas Tax Fund 206. Staff would like to assess other project activity specific to these funds and asks that Council approve appropriations in the amount of \$400,000 to be allocated amongst either or both funds.

ENVIRONMENTAL DETERMINATION: This action authorizes the City to enter into a Cooperative Agreement that only contributes funds to Caltrans' project and does not authorize or approve the project. Caltrans is the sponsor and implementing agency for the project.

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

1. Adopt the resolution authorizing the City Manager to execute a Cooperative Agreement with Caltrans (*staff recommendation*); or
2. Reject the resolution; or
3. Continue the matter and request additional information.

RECOMMENDED ACTION: Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to execute the Cooperative Agreement with Caltrans in the amount of \$400,000.

ATTACHMENT:

1. Resolution
2. Draft Cooperative Agreement with Caltrans

RESOLUTION NO.

A RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE A COOPERATIVE AGREEMENT WITH CALTRANS TO CONTRIBUTE FUNDS FOR PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH THE MANUEL T. FREITAS ROUNDABOUT PROJECT IN AN AMOUNT NOT TO EXCEED \$400,000

WHEREAS, the City desires to support Caltrans in their bus stop improvements at the US 101 North ramps/Manuel T. Freitas Parkway and Manuel T. Freitas Parkway/Redwood Highway/Civic Center Drive intersections; and

WHEREAS, the current configuration of the two intersections results in a high number of collisions, confusion for motorists, and lacks bicycle and pedestrian connections through the area; and

WHEREAS, the proposed configuration with the roundabout will slow vehicles through the area, minimize confusion between conflicting movements, and provide bicycle and pedestrian connections through the area; and

WHEREAS, Caltrans has requested financial assistance from the City for a contribution of \$400,000 for activities required for Caltrans to deliver the plans, specifications, and estimate for the Project; and

WHEREAS, the City has adequate funds in Gas Tax (206) and Traffic Mitigation (246); and

WHEREAS, Caltrans and the City are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130.

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

The City Council hereby authorizes the City Manager to approve and execute a Cooperative Agreement with Caltrans to contribute funds for pre-construction services associated with the

Manuel T. Freitas Roundabout project in the amount not to exceed \$400,000, substantially 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 Monday, the 1st day of August 2022, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

COOPERATIVE AGREEMENT

Local Contribution Only

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of San Rafael, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130.
2. The term AGREEMENT, as used herein, includes this document and any associated attachments, exhibits, and amendments.
3. For the purpose of this AGREEMENT, upgrading curb ramps, sidewalk, and other facilities to make compliant with Americans with Disabilities Act (ADA) standards, will be referred to hereinafter as PROJECT. This description only serves to identify the PROJECT. The project scope of work is defined in the appropriate authorizing documents per the Project Development Procedures Manual.
4. CITY will contribute an amount of \$400,000 to the PROJECT. Contributed funds will be used for the PROJECT.
5. PARTIES agree that funds will be contributed to the following PROJECT COMPONENTS:
 - PS&E
6. PARTIES hereby set forth the terms, covenants, and conditions for CITY's contribution toward the PROJECT.

ROLES AND RESPONSIBILITIES

7. CALTRANS is the SPONSOR and IMPLEMENTING AGENCY for the PROJECT.
8. CITY is a FUNDING PARTY contributing a fixed amount toward the PROJECT as shown in the FUNDING TABLE.
9. CALTRANS is responsible for completing all work for the PROJECT.

GENERAL CONDITIONS

10. All portions of this AGREEMENT, including the Recitals Section, are enforceable.
11. All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
12. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until January 1, 2023, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

13. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
14. This AGREEMENT is intended to be PARTIES' final expression and supersedes any oral understanding or writings pertaining to PROJECT.

INVOICE AND PAYMENT

15. CITY will contribute the funds listed below:

FUNDING TABLE			
Fund Source	Fund Type	Project Component	Amount
LOCAL	Local	PS&E	\$400,000
Total Funds			\$400,000

16. CALTRANS will invoice CITY for a \$40,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PS&E expenditures. This deposit represents two months of estimated support costs or one month of estimated capital costs.
17. Thereafter, CALTRANS will submit to CITY monthly invoices for the prior month's expenditures.
18. CITY will pay the invoiced amount within forty-five (45) calendar days of receipt of the invoice unless CITY is paying with Electronic Funds Transfer (EFT). When paying with EFT, CITY will pay the invoiced amount within five (5) calendar days of receipt of the invoice.
19. If CITY has received Electronic Funds Transfer (EFT) certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
20. PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

CLOSURE STATEMENT – A document signed by PARTIES that verifies the completion of all obligations included in this AGREEMENT and in all amendments to this AGREEMENT.

FUNDING PARTY – A PARTY who commits a defined dollar amount to the PROJECT.

IMPLEMENTING AGENCY – The party responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

PARTY – An individual signatory agency in this AGREEMENT.

PARTIES – The term that collectively references all of the signatory agencies to this AGREEMENT.

SPONSOR – The PARTY that accepts the obligation to secure financial resources to fully fund PROJECT. This includes any additional funds beyond those committed in this AGREEMENT necessary to complete the full scope of PROJECT.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, Section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for the PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for the PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for the PROJECT.
- **R/W (Right of Way) SUPPORT** – The activities required to obtain all property interests for the PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for the PROJECT.

- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
- **CONSTRUCTION CAPITAL** – The construction contract funds for the PROJECT.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

The primary AGREEMENT contact person for CALTRANS is:
Prakash Sivagnanasundaram, Project Manager
111 Grand Ave
Oakland, CA 94612
Mobile Phone: (510) 715-8693
Email: prakash.sivagnanasundaram

The primary AGREEMENT contact person for CITY is:
April Miller, Public Works Director
111 Morpew Street
San Rafael, CA 94901
Office Phone: (415) 485-3409
Email: april.miller@cityofsanrafael.org

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CITY OF SAN RAFAEL

Helena (Lenka) Culik-Caro
Deputy District Director, Design

Jim Schutz
City Manager

Verification of funds and authority:

Attest:

Jeffrey Kuehnel
District Budget Manager

Lindsay Lara
City Clerk

Certified as to financial terms and policies:

Approved as to form and procedure:

Nadine Karavan
HQ Accounting Supervisor

Rob Epstein
City Attorney

