



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No: 2.d

Meeting Date: April 20, 2026

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Adeel Shaikh, Junior Engineer
April Miller, Public Works Director

City Manager Approval: _____

(Signature)

TOPIC: LARGE TRASH CAPTURE DEVICE PROJECTS

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS (S&W) FOR ADDITIONAL DESIGN SERVICES ASSOCIATED WITH THE LARGE TRASH CAPTURE DEVICE PROJECTS, IN THE AMOUNT NOT-TO-EXCEED \$438,671, INCREASING THE TOTAL NOT-TO-EXCEED AMOUNT UNDER THE AGREEMENT TO \$915,236

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a first amendment to the professional services agreement with Schaaf & Wheeler Consulting Civil Engineers (S&W) for additional design services associated with the Large Trash Capture Device Projects, in the amount not-to-exceed \$438,671, increasing the total not-to-exceed amount under the agreement to \$915,236.

BACKGROUND:

The City of San Rafael is required by the State Water Resources Control Board (Water Board) to install, operate, and maintain State-certified Full Capture System devices that capture all trash 5 millimeters or greater in size from defined Priority Land Use ("PLU") areas. PLU areas include all industrial, commercial, mixed-use, high-density residential, and public transportation station areas.

As a result of a Request for Proposals (RFP), on [August 19, 2024](#), the City Council authorized the City Manager to enter into a Professional Services Agreement with S&W in an amount not-to-exceed \$476,565 to provide design services for large trash capture devices at the following three locations:

- SR-002 (Canal Pump Station)
- SR-129 (Redwood Hwy)
- SR-143 (Rossi Pump Station)

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

During design, staff identified a new trash capture device that lowers the maintenance burden by bringing trash to the surface and dropping it into a dumpster. All devices need to be certified by the Water Board before installation. Therefore, S&W submitted an application to the Water Board for the use of this device at three locations: Canal Pump Station, Kerner Pump Station, and North Francisco Pump Station. The new trash capture device for use at the three pump stations was added to the list of certified devices on September 17, 2025.

ANALYSIS:

Following the certification of the new trash capture device for use at the Canal, Kerner, and North Francisco pump stations, staff recommends an amendment to the Professional Services Agreement with S&W to include the design of large trash capture devices at the following two locations:

- SR-004 (Kerner Pump Station)
- SR-108 (North Francisco Pump Station)

S&W was found to be well qualified for the design of large trash capture devices as a result of the qualifications-based selection process, resulting in the original agreement with S&W.

FISCAL IMPACT:

S&W has estimated that \$438,671 is needed to provide the additional design services as previously described. This would increase the total agreement amount to \$915,236. Existing appropriations within the project budget are sufficient to cover the proposed contract amendment. The Fiscal Year 2025-26 Budget (Stormwater Fund #205), approved by City Council on [June 2, 2025](#), included appropriations totaling \$1,491,710 for the Project's design phase. EPA WQIF grant funding is being used to reimburse the City for work performed under the professional service agreement.

OPTIONS:

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

1. Adopt the resolution as presented.
2. Do not adopt the resolution and provide further direction to staff.

RECOMMENDED ACTION:

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a first amendment to the professional services agreement with Schaaf & Wheeler Consulting Civil Engineers (S&W) for additional design services associated with the Large Trash Capture Device Projects, in the amount not-to-exceed \$438,671, increasing the total not-to-exceed amount under the agreement to \$915,236.

ATTACHMENT:

1. Resolution
2. First Amendment to Professional Service Agreement with S&W

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS (S&W) FOR ADDITIONAL DESIGN SERVICES ASSOCIATED WITH THE LARGE TRASH CAPTURE DEVICE PROJECTS, IN THE AMOUNT NOT-TO-EXCEED \$438,671, INCREASING THE TOTAL NOT-TO-EXCEED AMOUNT UNDER THE AGREEMENT TO \$915,236

WHEREAS, the City of San Rafael issued a Request for Proposals (RFP) on June 13, 2024, for design services associated with the Large Trash Capture Device Projects and selected Schaaf & Wheeler Consulting Civil Engineers (S&W) as a qualified consultant; and

WHEREAS, the City of San Rafael entered into a Professional Services Agreement dated August 26, 2024, with S&W, for design services associated with the Large Trash Capture Device Projects, in the amount not to exceed \$476,565; and

WHEREAS, the City of San Rafael requires additional design services from S&W to deliver the design phase of the Project; and

WHEREAS, staff received a proposal from S&W for said services in a total amount not to exceed \$438,671; and

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

WHEREAS, the current FY 2025-26 budget approved by the City Council on June 2, 2025, includes appropriations totaling \$1,491,710 within the Stormwater Fund (#205) for the Project.

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

1. The City Manager is hereby authorized to execute a First Amendment to the Professional Services Agreement with Schaaf & Wheeler Consulting Civil Engineers (S&W) for design services in the amount of \$438,671 for a total contract amount of \$915,236 in a form approved 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 City Council of said City on Monday, the 20th day of April 2026, by the following vote, to wit:

AYES: **Councilmembers:**
NOES: **Councilmembers:**
ABSENT: **Councilmembers:**

Lindsay Lara, City Clerk

**AMENDMENT TO CONTRACT
BY AND BETWEEN
THE CITY OF SAN RAFAEL AND SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS
FOR LARGE TRASH CAPTURE DESIGN SERVICES**

Original Contract Execution Date: August 26, 2024,
Contract No. P01804
Amendment No. 1

THE ABOVE-NAMED CONTRACT is hereby amended by the parties as set forth herein by the checked boxes below and is effective on _____.

☒ **SCOPE OF WORK:** The Scope of Work is hereby amended in Exhibit A-1, attached hereto and incorporated by reference.

☒ **COMPENSATION:** The parties agree to increase the not-to-exceed amount by \$438,671, and to increase the total not-to-exceed amount under the Contract to \$915,236.

☒ **TERM OF CONTRACT:** For Contractor to perform the additional or amended work described herein, the term of this Contract shall be extended to March 1, 2029.

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

IN WITNESS WHEREOF, the parties have executed this Amendment on the day, month, and year first specified below.

CITY OF SAN RAFAEL:

Executed on: _____

CONTRACTOR:

Caitlin Tharp

By: Schaaf & Wheeler
Name: Caitlin Tharp
Title: Vice President, RCE76810

APPROVED AS TO FORM:
Office of the City Attorney

[If Contractor is a corporation, second corporate officer signature required]

Charles D. Anderson

By: Schaaf & Wheeler
Name: Charles D. Anderson
Title: President

ATTEST:
City Clerk

EXHIBIT A - 1

SCOPE OF WORK AMENDED

The Parties hereby agree to amend the Scope of Work to add the following work:

1. Additional or Amended Services:

Based on the Contractor's proposal submitted on March 24, 2026, Contractor shall perform the following:

Section 1.01 Task 1 – Geotechnical Investigation for SR-004 (Kerner Pump Station)

Section 1.02 Task 2 – Review Concept Designs and Calculations for SR-002, SR-004 and SR-108 (North Francisco Pump Station)

- 1.1 **Task 3 –** Basis of Design Report for SR-002, SR-004, and SR-108
- 1.2 **Task 4 –** 65% Design Package for SR-002, SR-004, and SR-108
- 1.3 **Task 5 –** 95% Design Package for SR-002, SR-004, and SR-108
- 1.4 **Task 6 –** 100% Design Package for SR-002, SR-004, and SR-108
- 1.5 **Task 7 –** O&M Plan for SR-002, SR-004, and SR-108
- 1.6 **Task 8 –** Water Board Applications for SR-143, SR-002, SR-004 and SR-108
- 1.7 **Task 9 –** Permit Application Fees for SR-129
- 1.8 **Task 10 –** Plant Surveys for SR-129
- 1.9 **Task 11 –** Bid Support Services for SR-002, SR-004, and SR-108
- 1.10 **Task 12 –** Construction Support Services for SR-002, SR-004, and SR-108

1.11 **Task 13** – Modeling of SR-002, SR-004, and SR-108: 1-, 10-, 25-, 100-yr

DELIVERABLES

The Scope of Work is amended to add the following:

2. Project Deliverables:

- 2.1 Draft and final geotechnical report for SR-004
- 2.2 Traveling screen design documents for SR-002, SR-004, and SR-108, including pump station improvements
- 2.3 Basis of design report for SR-002, SR-004 and SR-108
- 2.4 O&M plan for SR-002, SR-004 and SR-108
- 2.5 Water Board certification for SR-002, SR-004 and SR-108
- 2.6 Plant survey report for SR-129
- 2.7 Answers to bidder's questions for SR-002, SR-004 and SR-108
- 2.8 Response to RFIs, material submittals, and shop drawings from the contractor for SR-002, SR-004 and SR-108



CONTRACT ROUTING FORM

INSTRUCTIONS: Use this cover sheet to circulate all contracts for review and approval in the order shown below.

TO BE COMPLETED BY INITIATING DEPARTMENT PROJECT MANAGER:

Contracting Department: Public Works

Project Manager: Shannon Mackle (for Adeel Shaikh)

Contractor Name: Schaaf & Wheeler

Contractor's Contact: Caitlin Tharp

Contact's Email: CTharp@swsv.com

City Council Date: ☒ April 20, 2026 or ☐ Not applicable

☐ **FPPC:** Check if Contractor must file Form 700

RESPONSIBLE PARTY	DESCRIPTION	COMPLETED
Project Manager	Email PINS insurance request to Contractor	☒
City Attorney's Office	Review, revise as needed, and approve agreement as to form	NT
Department Director	Review and approve agreement ☒ AB 339 not applicable or ☐ Complied with AB 339	AM
Risk Management	Confirm insurance documentation is complete	
Finance	Review and sign off on funding availability	VB

All following documents are attached as reference material.



March 24, 2026

To: Adeel Shaikh
Junior Engineer
City of San Rafael, Public Works
415-725-9264
Adeel.shaikh@cityofsanrafael.org

Subject: City of San Rafael Design of Large Trash Capture Devices and Pump Station Repairs Revised Scope

Schaaf & Wheeler is providing you this revised scope and fee to perform design of five large trash capture devices for locations: SR-002 Canal Pump Station, SR-004 Kerner Pump Station, SR-108 N Francisco Pump Station, SR-129 Redwood Highway and SR-143 Rossi Pump Station. Scope also includes pump station improvements at Canal, Kerner and N. Francisco.

Task 1: Project Management

1.1 Project Management, Quality Control and Invoicing: The Consultant shall be responsible for providing all contract management and quality control services throughout the duration of the project. Consultant shall provide monthly invoices with work summaries by Task.

1.2 Meetings: Consultant shall be available via phone and email throughout the project and virtual meetings will be scheduled at four (4) key milestones.

- Kick-off meeting
- 35% Preliminary Engineering review (SR-002 & SR-004 & SR-108)
- 65% Design review
- 95% Design review

This scope includes routine correspondence and up to two additional meetings with City staff to discuss and review the proposed pump station improvements.

1.3 Schedules: Consultant shall ensure deliverables are on time and within budget. Consultant shall provide regular schedule updates with invoices.

Deliverables

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

Task 2: Preliminary Engineering

Preliminary Engineering tasks shall be conducted on each of the watersheds in the table below:

Task	SR-129	SR-143	SR-002	SR-004	SR-108
2.2 Utility Locating			X		
2.3 Topographic Survey	X		*	*	*
2.3 Boundary Research	X	X	X	*	*
2.4 Geotechnical Investigation				X	
2.5 Hydraulic Flooding Impact Analysis	X	X	X	X	X
2.5.1 Caltrans Review Requirements	X	X	X	X	X

*May not be required, not included in scope. Assumed to be completed by BKF if needed

To: Adeel Shaikh

2.1 Field Visit: Consultant shall conduct a field visit with City engineering and maintenance staff to each of the five locations. This scope also includes one site visit to each pump station to document existing conditions and take field measurements.

2.2 Utility Locating: Consultant shall determine the extent of area necessary for utility survey and conduct all utility surveys necessary to determine underground conflicts and pipe depth and size at Site SR-002 Canal. This work shall be completed to assist in determining the configuration of the device at this location. This assumes no potholing is needed at all five sites. Note that 35% design work for SR-129 included Ground Penetrating Radar for utility locating and it is not needed at site SR-143 due to project configuration above grade nor for the revised above grade traveling water screen configurations at N Francisco, Canal and Kerner pump stations.

2.3 Topographic Survey and Boundary Research: The Consultant shall work with BKF to determine the extents of topographic survey and boundary research that is needed at each of the five sites. This scope excludes topographic survey and boundary work to be completed by others.

2.4 Geotechnical Investigation: A geotechnical investigation will be conducted at the Kerner pump station to support the design of the revised pump station intake structure and channel. One boring will be conducted within the City's pump station parcel. Scope assumes no encroachment permit will be necessary or will require a no-fee encroachment permit without traffic control. A draft and final report will be provided. Includes review of project design plans and specifications.

2.4 Small Trash Capture Evaluation: Schaaf & Wheeler will analyze the number and location to treat drainage areas to SR-129 and SR-002 with small inlet-based trash capture devices. This includes determining the drainage areas to each potential small device. Maps and excel tables of the locations will be provided. This includes the development of a cost estimate.

2.5 Hydraulic Flooding Impact Analysis: The Consultant shall develop or update an unsteady-state storm drain hydraulic model calibrated to known gauge data if none is available then to local high water mark information and observations from the local community for site SR-129. A pump station analysis shall be completed for the potential impacts of SR-143 on Rossi Pump station, should there be impacts, a hydraulic model will be developed of the upstream network. Consultant shall perform a hydraulic flooding impact analysis to determine adverse hydraulic impacts and inefficiencies of the proposed large FCS devices to the existing upstream storm drain network. If reusing an existing model, the consultant shall review the model and its parameters and is responsible for ensuring that the model accurately reflects existing available data.

Flooding impacts shall be assessed using a balanced design storm using Atlas 14 data for the following flow events; the water quality treatment flows (typically the 1 year-1 hr.) and the 10-yr 24-hour flow. Model runs shall be conducted assuming that the trash device (1) is unobstructed, (2) 50-percent obstructed and (3) completely (100 percent) obstructed. Flood assessment shall be based on the Q10 flow and include both water elevation impacts, i.e. the Hydraulic Grade Line (HGL) as well as changes in velocity, i.e. the Energy Grade Line (EGL). One value of SLR using values based on the work life of the device shall be run to assess the resilience of the device against SLR during its design lifetime. The design does not necessarily need to be modified based on this SLR run but the impacts documented and discussed with City staff to decide on any needed design modifications. If the additional flood risk cannot be completely avoided by specific device location, size or bypass design, then the Consultant shall propose what upstream mitigation measures, if any, could be taken to mitigate or offset such flood risk due to the trash device.

For sites SR-002, SR-004 and SR-108, S&W will review the hydraulics of the traveling water screen provided by others for impacts to the storm drain system during the 10-year event at 0%

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and 50% clogged. Assuming impacts are less than 0.2 feet, no model of the upstream storm drain network will be needed. Scope includes coordinating with IWS to provide flow rates and to provide comments on their calculations spreadsheets. Modeling of N Francisco, Canal and Kerner pump stations and upstream systems ~~is excluded from this scope but~~ can be provided for additional fee should it be necessary, included in the fee as optional task 7.

Scope includes determining the necessary heights of the metal panels at site SR-108 as well as determining the impacts of the panels on the pump station performance. If impacts are greater than 0.2 feet S&W will complete a model of the upstream storm drain system scoped in task 7 to determine potential upstream flooding impacts.

2.5.1 Caltrans Review Requirements: The Consultant shall include a HGL calculation for submittal to Caltrans covering the portions of the drainage systems within Caltrans right of way (ROW) for the existing and proposed conditions for a 25-year design flow for SR-129, SR-143 and SR-002 and 5-minute minimum Time of Concentration for watersheds with Caltrans ROW only. If there are no significant impacts in the case of SR-143, SR-108, SR-002 and SR-004, a hydraulic model of the upstream system will not be necessary. Modeling has been included as optional task 7 should it be necessary.

2.6 Cost Estimates: The Consultant shall update the cost estimates for all five sites.

2.7 Review of Concept Design Site SR-002, SR-004 and SR-108: The Consultant shall review the preliminary designs (35% schematic design) and calculations for SR-002, SR-004 and SR-108 produced by IWS. Includes meetings with IWS to discuss design.

Deliverables

- Hydraulic Flooding Impact Analyses Results and data package
- Comments on schematic design for SR-108, SR-004 and SR-002 water screens Cost estimate worksheet including final designs, permitting, CEQA (if required) and capital and operation and maintenance costs
- Redlines of hydraulic analysis and conceptual designs of traveling water screens by others.
- GIS Maps and Excel files of small trash capture devices for SR-002 and SR-129 watersheds.
- Draft and final geotechnical report for site SR-004

Task 3: Design

Consultant shall use all information obtained in Task 2 and from previous design work completed to prepare the plans, specifications, and estimates (PS&E) for watersheds SR-129, SR-143, SR-108, SR-004 and SR-002. Plan set shall include but not limited to device type and sizing, bypass design structure if offline system is necessary, maintenance access details, and construction details including dewatering, shoring, staging, and erosion and sediment control. This assumes the design of a traveling water screen trash capture device upstream of Canal Pump Station for site SR-002, Kerner Pump Station for SR-004 and N Francisco Pump Station for SR-108. This assumes there will be two separate bid packages, one for sites SR-002, SR-004 and SR-108 and a second for sites SR-129 and SR-143.

Schaaf & Wheeler will design the pump station improvements listed below and will incorporate them into the design of the traveling screens for the pump stations. Schaaf & Wheeler's subconsultant, TJC and Associates, Inc., will provide electrical design, and PASE will provide structural design for the North Francisco sinkhole repair.

Canal Pump Station:

- Replace PLC, see comments below.
- Replace Soft Starters
- Replace Level Sensors & Install Backup Controls

To: Adeel Shaikh

- Install Corrosion Protection Anodes on Pump Tubes

Kerner Pump Station:

- Replace PLC, see comments below.
- Replace Soft Starters
- Replace Level Sensors & Install Backup Controls

North Francisco Pump Station:

- Replace PLC, see comments below.

The PLC replacement at each pump station will include replacement of the existing Allen-Bradley PLCs, I/O modules and OITs with upgraded hardware. The specifications will detail the requirement for the contractor to provide programming of the new controller and OIT at each site.

3.1 Basis of Design Report: Consultant shall develop a hydraulic modeling report and include in the basis of design report for all three watersheds that includes Task 2.5 and required information by Caltrans in Task 2.5.1 for SR-129, SR-143, SR-108, SR-004 and SR-002. The hydraulic memo shall include clear descriptions of all modeling assumptions and results of calibration, validation and project runs and clearly identify and quantify any impacts. It is assumed that the assumptions provided in Task 2.5 apply. If a hydraulic model of the N Francisco, Canal and Kerner pumps stations are deemed necessary, the scope is included in optional Task 7.

3.2 – 3.4 65%, 95% and 100% PS&E: PS&E shall be submitted to the City and Caltrans at 65%, 95%, and 100% final construction documents. Pump station improvements will be submitted at 95% and 100% final construction documents. Assume a 15-business day review period for 65% and 95% documents by City staff and Caltrans (Caltrans review required for SR-129, SR-143, SR-108, SR-004 and SR-002). Consultant shall provide written responses to all comments. This assumes the two bid packages will have separate comment periods and separate schedules. This scope assumes the design of the improvements will be incorporated into the traveling screen design documents which will be constructed under one construction contract. If additional design packages or multiple construction contracts are necessary, additional budget will be needed.

- Consultant shall design certified full trash capture at five (5) Trash Management Areas (TMAs).
- Designs shall include any infrastructure upgrades where deficiencies were found during field investigations in previous design work provided that are necessary for systems to function. This does not include significant pump station modifications. Designs should minimize or mitigate adverse hydraulic impacts and/or flooding conditions when devices are 50% and 100% full using information completed in Task 2.5 and 2.5.1. Mitigation can include berming or minor grading or structural modifications to result in no net flooding impact from these devices or that this impact has been mitigated to the extent practical. These impacts shall be reviewed by Staff for CEQA compliance.
- Designs should minimize construction-phase and on-going maintenance impacts on neighboring traffic, residents and businesses.
- Consultant shall develop traffic control plans for construction phase and on-going maintenance activities.
- Consultant shall identify potential areas that the contractor could use for material and equipment staging during construction activities.
- Specifications shall be developed following Caltrans and City standards.
- Cost estimate shall include a quantity table quantifying all materials and items of work required to construct trash device(s) as designed.
- A licensed civil or structural engineer stamp is required on the design documents.

To: Adeel Shaikh

SR-143 Rossi Pump Station Scope

- This assumes a new screened trash capture device will be installed on the exterior of the existing pump station outfall. The 5mm screens will be supported by a new steel frame. The system will be anchored to the face of the existing pump station concrete wall. Includes frame design, structural calculations and anchoring design.

SR-129 Redwood Highway Channel Scope

- This scope assumes a section of earthen channel will be replaced with a new concrete channel. The channel will include a concrete weir which will support a Roscoe Moss screen trash capture device. Includes design of the weir and concrete channel as well as structural calculations.

Traveling Water Screen specific scope for N Francisco, Canal and Kerner Pump Stations:

- It is assumed that IWS will provide dimensioned details, plans, and sections for their traveling water screens, spray wash systems, conveyors and debris boxes. It is assumed IWS will provide technical specifications for their products, including spray wash pumps and control panels. Schaaf & Wheeler will take those details and specifications and incorporate them into a biddable plan set. This includes coordination with IWS. It is assumed the plans and specifications will sole source the IWS screens as the only state board approved traveling water screen per task 4.7.
- Scope includes developing a site plan at each of the three sites, detailing the location of all the screen elements and the debris box relative to the existing pump station infrastructure. Site plan will be based on as-built drawings, and topographic information provided by the City as necessary.
- Schaaf & Wheeler will detail the modifications to access grates and railings as well as detailing the removal of existing equipment such as bar grates, access platforms and ladders necessary to accommodate the trash devices.
- Schaaf & Wheeler will detail improvements to Kerner station intake and access improvements.
- It is assumed that topographic survey and boundary survey of the sites will either not be needed or will be performed by others.
- Significant changes to IWS's project design or system after design has commenced may result in our requesting additional funds.
- ICE Design: Scope includes instrumentation, control and electrical engineering design for the traveling water screens at sites SR-002, SR-004 and SR-108 pump stations.
 - The Project includes ICE design to install new debris capture screens and spray wash systems at the N Francisco, Kerner and Canal Pump Stations. Design details include provision of power from the existing pump station electrical distribution equipment, a new control panel, conduits and wire, and pull boxes, at each pump station. Specific design elements will include:
 - Sizing and specifying electrical equipment
 - Specifying instrumentation, control and communication equipment to match the City's existing standards, as applicable
 - Single-line diagrams
 - ICE Equipment Layout and Elevation drawings
 - Schematic drawings
 - Bid Period services
 - Engineering services during construction
 - Engineer's opinion of probable construction costs
 - Assumptions for ICE design include:
 - Preliminary Design Report is not required.

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- Existing pump stations power capacity is adequate and will be reused. Coordination with PG&E is not required.
- One power feed is required for the new control panel(s): it shall be a packaged system that includes power distribution and controls for the trash rack and spray wash systems (centrifugal pump and filter).
- Existing MCC bus will be tapped using a cable to provide a new stanchion-mounted enclosed circuit breaker for provision of a feeder breaker for the debris capture control panel.
- Generator receptacle for portable generator connection will be provided.
- Integration of the new control panel into the existing pump station control panel is not included.
- New remote site communication link between the trash rack control panel and the City's Central SCADA will be provided. Contractor shall provide modifications to the existing Central SCADA system. Remote Telemetry Unit (RTU) hardware and software standards will match existing City standards.
- Formal City or County permit review, Title 24 energy calculations, and completion of forms will not be required.
- Design will comply with the requirements of the 2022 California Building Code.
- City standards and preferences for I&C and control systems are well defined and will be provided to TJCAA engineers for incorporation into the design deliverables.
- Design calculations will be provided with the Bid Documents.
- Items that are NOT included within the ICE Scope of Work
 - Responding to questions and/or comments generated during the permitting process or generated by the local jurisdiction.
 - Process & Instrumentation Diagrams (P&IDs)
 - Arc flash and short circuit coordination studies
 - Control systems programming
 - Cyber Security
- Structural Design: Scope includes the following for sites SR-108, SR-002 and SR-004:
 - Preparing Structural Calculations to show that the existing pump station structure can support the loads from the new traveling water screen system. This proposal assumes that the existing pump station structures will be capable of supporting the new traveling water screen systems. If this turns out to not be the case and either 1) major modifications are required to the existing pump station structures or 2) the proposed traveling water screen systems are modified, an additional service request to cover the increased design effort will be needed. The design of the traveling water screen systems including all supporting framework will be prepared by IWS. This proposal does not include structural evaluation, analysis, or retrofit of the existing pump station structures or other improvements to them in order to address any existing structural deficiencies. Assumes use of the 2025 building code. Assumes deferred submittal of IWS design, therefore PASE will prepare calculations for the forces that the system will impose on the pump station.
 - Prepare Structural Calculations for the support and anchorage of the new traveling water screen system and for any required minor modifications to the existing pump station or any ancillary elements (e.g. grating, guard rails, etc.). Includes calculations of revised channel intake to Kerner pump station.

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- Prepare Structural Details that show the anchorage requirements for the new traveling water screen system. Also prepare Structural Details for any required minor modifications to the existing pump station or any ancillary elements.

Includes design details of revised channel intake to Kerner pump station.

3.5 O&M Plan: Consultant shall prepare an O&M Plan for each trash device.

3.6 Utility Coordination: Consultant shall lead utility conflict coordination, if necessary. It is assumed that no utility coordination will be needed based on the locations and depths of the devices.

Deliverables

- 65% construction documents size 22x34" in PDF format and in the most recent version of AutoCAD Civil 3D. The Consultant shall provide specifications and estimates in Microsoft Office format. The two (2) trash devices (SR-129, SR-143) shall be in one plan set and the three (3) traveling water screen devices (SR-108, SR-002 and SR-004) shall be in a separate plan set.
- 95% construction documents size 22x34" in PDF format and in the most recent version of AutoCAD Civil 3D. The Consultant shall provide specifications and estimates in Microsoft Office format.
- 100% Final construction documents size 22x34" in PDF format and in the most recent version of AutoCAD Civil 3D. The Consultant shall provide specifications and estimates in Microsoft Office format.
- Basis of Design Report
- O&M Plan
- The Consultant shall provide signed and stamped estimates and calculations in PDF format.

Task 4: Environmental Compliance and Permitting

Consultant shall develop permit applications and all necessary supporting documents for sites SR-129 and SR-143. This assumes that sites SR-108, SR-002 and SR-004 will be located in existing concrete storm drain structures upstream of N Francisco, Canal and Kerner Pump stations and permit applications will not be required for those sites.

4.1 Meetings and Project Management: When 35% designs are available for sites SR-143 and SR-129, the Consultant shall attend the Marin Project Coordination Meeting with state and federal resource agency representatives to discuss and confirm anticipated project permitting requirements.

4.2 Technical Studies: All necessary environmental documents shall be prepared in preliminary and final draft stages for City review and shall incorporate any comments made during the preliminary document review. This includes the development of a Biological Resources Study, Cultural Resources Study and Aquatic Resources Delineation for sites SR-143 and SR-129.

4.3 Permit Applications: The Consultant shall be responsible for preparing, submitting, and obtaining all required permits and environmental review documentation required by State, local, and federal jurisdictional agencies needed to ensure this project is cleared for construction. The Consultant shall assist the City in responding to comments from any regulatory agencies. No NEPA is required for this project. It is assumed the following permits will be needed for sites SR-129 and SR-143:

- USACE Section 404 Nationwide Permit
- RWQCB Section 401 Water Quality Certification
- Section 1600 Streambed Alteration Agreement
- BCDC

Includes the payment of the application fees per the fee table.

To: Adeel Shaikh

4.4 CEQA: The City will complete CEQA Categorical Exemptions for these projects. It is assumed no changes to the CEQA Categorical Exemption will be made and the projects will qualify.

4.5 Caltrans TMDL Compliance Report: The Consultant shall prepare a compliance report for Caltrans that includes: TMDL pollutant removal report for watersheds SR-129, SR-143, SR-108, SR-004, and SR-002.

4.6 Caltrans Encroachment Permit: The Consultant shall prepare a Caltrans encroachment permit for site SR-129 at the 65% design phase. This includes responding to Caltrans comments.

4.7 Water Board Applications: The Consultant shall prepare two (2) Water Board applications for site specific full trash capture approval. This includes one application for site SR-143 and one application which includes sites SR-002, 004 and 108 (N Francisco Pump station). This includes coordinating with BKF for information necessary for site SR-108, as well as coordinating with trash device manufacturers. It is assumed that IWS will be responsible for submitting applications to the water board for their devices as independent units, only site specific applications are included herein.

Deliverables

- Preliminary and final permit applications.
- Water Board applications

4.8 Plant Surveys:

- Field Survey - We will survey the project area to determine the presence or absence of the following special-status plant species that may occur within the project area: Thurber's reed grass (*Calamagrostis crassiglumis*), Mt. Tamalpais thistle (*Cirsium hydrophilum* var. *vaseyi*), north coast semaphore grass (*Pleuropogon hooverianus*), and Point Reyes checkerbloom (*Sidalcea calycosa* ssp. *rhizomata*). The survey will be conducted in April to capture the bloom season for these species.
- Survey Report - We will prepare a survey report describing the plant survey methods, documenting the presence or absence of special-status plant species, and listing all plant species observed. A draft report will be submitted to the City for review and comments. After incorporating comments, we will submit the final report to the City. The final report will also be provided to CDFW and USACE to document survey findings

Task 5: Bid Phase Support

5.1 RFI Responses and Addenda: The Consultant shall respond to questions concerning the Consultant-prepared plans and Consultant-prepared specifications prior to bid opening and prepare contract addenda, if required. This assumes two separate bids.

5.2 Bid Review and Recommendation: The Consultant shall assist in the review construction bids received and make a recommendation to the City for award of construction contract.

Deliverables

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

Task 6: Construction Support Services

This scope assumes two separate construction contracts. Includes construction support for the pump station repairs, which are assumed to be included with the traveling water screen bid package.

6.1 Meetings: The Consultant shall attend construction meetings (in person or via telephone) on an as-needed basis, including the pre-construction meeting, to respond to questions

To: Adeel Shaikh

concerning the plans, specifications and estimates. These meetings will be independent of those discussed under separate tasks identified elsewhere in this scope.

6.2 RFI Response: The Consultant shall respond to Request for Information (RFIs) from the contractor when called for by the City and prepare modifications or revisions that are related to the project's original scope and character.

6.3 Submittal Review: The Consultant shall review all material submittals and shop drawings as required by the Special Provisions and as they pertain to Consultant-prepared plans.

6.4 Punch List Final Walk: The Consultant shall participate in the final walk through of the constructed projects and assist in the preparation of "punch list" items in need of work. The Consultant shall prepare project record drawings based on as-built data provided by the City and Contractor.

Deliverables

- Attend meetings during construction, which includes the pre-construction meeting with contractor.
- Response to RFIs, material submittals, and shop drawings from the contractor.
- Plan revisions that are related to the project original scope and character.
- Review contract change orders, if requested by the City.
- Meeting agendas and minutes, if requested by the City.

Task 7: Hydraulic Modeling

Schaaf & Wheeler will perform hydrologic and hydraulic modeling of the storm drain system upstream of N. Francisco, Kerner and Canal pump stations following the scope outlined in tasks 2.5 and 2.5.1.

Deliverables:

- Hydrologic and Hydraulic modeling methodology and results will be included in Task 3.1 memorandum.

Fee

Schaaf & Wheeler proposes to complete this work on a time and materials basis for a fee not to exceed \$915,236. Details included in the attached Cost Proposal Table. Work will be billed in accordance with our 2024 charge rate (attached). If you have any questions regarding this scope and budget, do not hesitate to contact me at (415) 823-4964 or ctharp@swwsv.com.

Sincerely,
Schaaf & Wheeler



Caitlin Tharp, PE
Vice President
RCE #76810

Cost Proposal for Canal SR-002, Kerner SR-004, N Francisco SR-108, Redwood Hwy SR-129, Rossi SR-143		Principal Project Manager	Senior Project Manager	Senior Engineer	Assistant Engineer	CAD Designer	Schaaf & Wheeler Total	Ker + Wright	Miller Pacific	Peoples Structural	TJC Electrical	NCE	Total
Hourly Rates		\$295	\$270	\$250	\$200	\$175							
Task 1 Project Management		76	0	8	20	0	\$28,420	\$0	\$0	\$0	\$0	\$0	\$28,420
1.1 Invoicing		40		4			\$12,800						\$12,800
1.2 Meetings with Agenda's and Minutes		20		4	20		\$10,900						\$10,900
1.3 Schedules		16					\$4,720						\$4,720
Task 2 Preliminary Engineering		50	0	16	238	0	\$66,350	\$2,700	\$15,000	\$0	\$2,000	\$0	\$86,050
2.1 Field Visit		10		8	2		\$5,350				\$2,000		\$7,350
2.2 Utility Research for Site 002		2			4		\$1,390	\$2,700					\$4,090
2.3 Boundary Research and Topographic Survey Coordination		2			2		\$990						\$990
2.4 Geotechnical Investigation		4			4		\$1,980		\$15,000				\$16,980
2.4 Small Trash Capture Evaluation for SR-002 and SR-129		4			80		\$17,180						\$17,180
2.5 Hydraulic Modeling & Pump Station Hydraulic Analysis		4		8	100		\$23,180						\$23,180
2.6 Cost Estimates		6			10		\$3,770						\$3,770
2.7 Review Concept Designs and Calculations for Site 002, SR-004 and SR-108		18			36		\$12,510						\$12,510
Task 3 Design (assumes two bid packages)		75	0	51	732	90	\$197,025	\$0	\$0	\$150,000	\$84,100	\$0	\$431,125
3.1 Basis of Design Report (129 and 143)		2		2	40		\$9,090						\$9,090
3.2 65% Design Package (129 and 143)		8		3	70	16	\$19,910			\$10,000			\$29,910
3.3 95% Design Package (129 and 143)		6		2	50	12	\$14,370			\$8,000			\$22,370
3.4 100% Design Package (129 and 143)		4		1	32	8	\$9,230			\$4,000			\$13,230
3.5 O&M Plan (129 and 143)		2			12		\$2,990						\$2,990
3.1 Basis of Design Report (002, 004, 108)		3		3	60		\$13,635						\$13,635
3.2 65% Design Package (002, 004, 108)		12		6	180	24	\$45,240			\$57,000	\$22,000		\$124,240
3.3 95% Design Package (002, 004, 108)		21		19	154	18	\$44,895			\$45,000	\$36,000		\$125,895
3.4 100% Design Package (002, 004, 108)		14		15	116	12	\$33,180			\$26,000	\$26,100		\$85,280
3.5 O&M Plan (002, 004, 108)		3			18		\$4,485						\$4,485
Task 4 Environmental Compliance and Permitting		34	0	0	140	0	\$47,186	\$0	\$0	\$0	\$0	\$111,475	\$168,661
4.1 Meetings & Project Management		4			4		\$1,980					\$11,525	\$13,505
4.2 Technical Studies: biological, cultural, aquatic resources		2			4		\$1,390					\$40,895	\$42,285
4.3 Permit Applications		4			16		\$4,380					\$55,260	\$59,640
4.3.1 Fees							\$8,566						\$8,566
4.4 CEQA Catex: no additional work needed							\$0						\$0
4.5 Caltrans TMDL Compliance Report		8			32		\$8,760						\$8,760
4.6 Caltrans Encroachment Permit Site SR-129		8			24		\$7,160						\$7,160
4.7 Water Board Applications for Site 143, SR-002, SR-004 and SR-108		8			60		\$14,360						\$14,360
4.8 Plant Surveys		2					\$590					\$3,795	\$4,385
Task 5 Bid Support Services - 2 separate bids		36	0	10	36	14	\$22,770	\$0	\$0	\$9,000	\$6,700	\$0	\$38,470
5.1 Prepare RFI response and addenda (2 separate bids)		18		2	28	14	\$13,860			\$9,000	\$6,700		\$29,560
5.2 Review and Recommend Bids (2 separate bids)		18		8	8		\$8,910						\$8,910
Task 6 Construction Support Services - 2 separate projects		82	0	30	112	0	\$54,090	\$0	\$0	\$34,000	\$29,700	\$0	\$117,790
6.1 Meetings (12 total)		26		8	12		\$12,070				\$1,000		\$13,070
6.2 RFI Response (8 total)		20		4	32		\$13,300				\$2,000		\$15,300
6.3 Submittal Review (16 total)		20		12	48		\$18,500			\$34,000	\$23,500		\$76,000
6.6 Punch List Final Walk & As-Builts (5 sites)		16		6	20		\$10,220				\$3,200		\$13,420
Task 7 Modeling		16	0	40	200	0	\$54,720	\$0	\$0	\$0	\$0	\$0	\$54,720
7.1 Modeling of N. Francisco, Canal and Kerner storm drain, 1-, 10-, 25-, 100-year		16		40	200		\$54,720						\$54,720
Total		369	0	155	1,478	104	\$470,561	\$2,700	\$15,000	\$193,000	\$122,500	\$111,475	\$915,236

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
4699 Old Ironsides Dr., Suite 350
Santa Clara, CA 95054-1860
408-246-4848

Hourly Charge Rate Schedule

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current rates by classification are listed below:

<u>Classification</u>	<u>Rate/Hr</u>
Principal Project Manager	\$295
Senior Project Manager	\$270
Senior Engineer	\$250
Associate Engineer	\$220
Assistant Engineer	\$200
Junior Engineer	\$185
Designer	\$175
GIS Analyst	\$175
Technician	\$160
Engineering Trainee	\$135

Litigation Charges

Court or deposition time as an expert witness is charged at \$500 per hour.

Materials and Services

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

Effective 1/1/24

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF SAN RAFAEL
AND
SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS
FOR LARGE TRASH CAPTURE DESIGN SERVICES**

This Agreement is made and entered into as of August 26, 2024 (the "Effective Date"), by and between the CITY OF SAN RAFAEL, a chartered California municipal corporation (hereinafter "**CITY**"), and SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS, a California corporation (hereinafter "**CONSULTANT**"). **CITY** and **CONSULTANT** may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. **CITY** desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "SCOPE OF SERVICES"; and

B. **CONSULTANT** represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of **CITY**; and

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. **SERVICES TO BE PROVIDED.**

Except as otherwise may be expressly specified in this Agreement, **CONSULTANT** shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by **CITY** at its sole risk and expense. Services to be provided to **CITY** are more fully described in Exhibit A entitled "SCOPE OF SERVICES." **CONSULTANT** acknowledges that the execution of this Agreement by **CITY** is predicated upon representations made by **CONSULTANT** in that certain proposal ("Proposal") set forth in Exhibit A, which constitutes the basis for this Agreement.

2. **COMPENSATION.**

In consideration for **CONSULTANT**'s complete performance of Services, **CITY** shall pay **CONSULTANT** for all materials provided and services rendered by **CONSULTANT** at the unit

rates and rates per hour for labor, as set forth in **Exhibit A**, for a total amount not to exceed \$476,565.

CONSULTANT will bill City on a monthly basis for Services provided by **CONSULTANT** during the preceding month, subject to verification by **CITY**. **CITY** will pay **CONSULTANT** within thirty (30) days of City's receipt of invoice.

3. **TERM OF AGREEMENT.**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on March 1, 2027.

4. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** Adeel Shaikh 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**. Caitlin Tharp 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.

5. **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.

6. 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.

7. 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.

8. 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.

9. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit B, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit B.

10. 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.

11. **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.

12. **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.

13. **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.

14. 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:

Adeel Shaikh, Junior Engineer
111 Morpew Street
San Rafael, CA 94901

To **CONSULTANT's** Project Director:

Caitlin Tharp
4699 Old Ironside Dr, Ste 350
Santa Clara, CA, 95054

15. 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**.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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).

21. 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.

22. APPLICABLE LAW.

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

23. 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.

[Signatures are on the following page.]

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

CITY OF SAN RAFAEL:

CONSULTANT:

Cristine Alilovich
Cristine Alilovich (Aug 26, 2024 21:47 PDT)

CRISTINE ALILOVICH, City Manager

APPROVED AS TO FORM:
Office of the City Attorney

Robert F. Epstein
Robert F. Epstein (Aug 21, 2024 15:11 PDT)

By: ROBERT F. EPSTEIN,
City Attorney

ATTEST:
City Clerk

Brenna Nurmi (for)
Brenna Nurmi (for) (Aug 27, 2024 07:35 PDT)

LINDSAY LARA, City Clerk

Caitlin Tharp
Caitlin Tharp (Aug 7, 2024 08:57 PDT)

By: Schaaf & Wheeler
Name: Caitlin Tharp
Title: Vice President, RCE76810

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

Charles D. Anderson

By: Schaaf & Wheeler
Name: Charles Anderson
Title: President

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for **CITY** by **CONSULTANT** under this Agreement are more fully described in **CONSULTANT's** proposal, which is attached to this Exhibit A.

Schaaf & Wheeler

CONSULTING CIVIL ENGINEERS

870 Market Street, Suite 1278
San Francisco, CA 94102
(408) 246-4848
info@swwsv.com

PROPOSAL MEMO

VIA EMAIL

DATE: August 12, 2024
TO: Adeel Shaikh, City of San Rafael
FROM: Caitlin J. Tharp, PE
SUBJECT: City of San Rafael Design of Large Trash Capture Devices Proposal

Schaaf & Wheeler is providing you with this scope and fee to perform design of three large trash capture devices for locations: SR-002 Canal Pump Station, SR-129 Redwood Highway and SR-143 Rossi Pump Station.

Task 1: Project Management

1.1 Project Management, Quality Control and Invoicing: The Consultant shall be responsible for providing all contract management and quality control services throughout the duration of the project. Consultant shall provide monthly invoices with work summaries by Task.

1.2 Meetings: Consultant shall be available via phone and email throughout the project and virtual meetings will be scheduled at four (4) key milestones.

- Kick-off meeting
- 35% Preliminary Engineering review (SR-002)
- 65% Design review
- 95% Design review

1.3 Schedules: Consultant shall ensure deliverables are on time and within budget. Consultant shall provide regular schedule updates with invoices.

Deliverables

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

Task 2: Preliminary Engineering

Preliminary Engineering tasks shall be conducted on each of the indicated watersheds in the table below:

Task	SR-129	SR-143	SR-002
2.2 Utility Locating and Potholing			X
2.3 Topographic Survey	X		X
2.3 Boundary Research	X	X	X
2.4 Geotechnical Investigation			X
2.5 Hydraulic Flooding Impact Analysis	X	X	X
2.5.1 Caltrans Review Requirements	X	X	X

To: Adeel Shaikh, City of San Rafael

August 12, 2024

2.1 Field Visit: Consultant shall conduct a field visit with City engineering and maintenance staff to each of the three locations.

2.2 Utility Locating: Consultant shall determine the extent of area necessary for utility survey and conduct all utility surveys necessary to determine underground conflicts and pipe depth and size at Site SR-002 Canal. Consultant shall identify locations and conduct potholing where/if necessary. This assumes ground penetrating radar and up to 4 potholes at site SR-002 and no potholing is needed at sites SR-143 and SR-129. Note that 35% design work for SR-129 included Ground Penetrating Radar for utility locating and it is not needed at site SR-143 due to project configuration above grade.

2.3 Topographic Survey and Boundary Research: The Consultant shall conduct all field topographic and control surveys necessary to determine ground surface information. Design at site SR-143 will be based on pump station structure as-builts and field measurements. Perform property line research and obtain title report. Based on the project locations it is assumed boundary by documentations shall be sufficient.

2.4 Geotechnical Investigation: The Consultant shall complete a complete geotechnical analysis for site SR-002 which includes but is not limited to site reconnaissance, exploratory soil borings, and laboratory testing. The Consultant shall determine the number of borings required and locations of such borings to adequately assess the subsurface conditions and present design parameters for the trash devices. The Consultant shall conduct the geotechnical analysis. The Consultant shall be responsible for traffic control during exploratory soil borings and shall obtain all necessary permits. The Consultant shall provide the lab analytical results used to determine appropriate disposal sites for the geotechnical soil borings. A licensed civil engineer or licensed geotechnical engineer shall be used. No borings shall be necessary for sites SR-129 and SR-143.

2.5 Hydraulic Flooding Impact Analysis: The Consultant shall develop or update an unsteady-state storm drain hydraulic model calibrated to known gauge data if none is available then to local high water mark information and observations from the local community for sites SR-129 and SR-002. A pump station analysis shall be completed for the potential impacts of SR-143 on Rossi Pump station, should there be impacts, a hydraulic model will be developed of the upstream network. Consultant shall perform a hydraulic flooding impact analysis to determine adverse hydraulic impacts and inefficiencies of the proposed large FCS devices to the existing upstream storm drain network. If reusing an existing model, the consultant shall review the model and its parameters and is responsible for ensuring that the model is correct.

Flooding impacts shall be assessed using a balanced design storm using Atlas 14 data for the following flow events; the water quality treatment flows (typically the 1 year-1 hr.) and the 10-yr 24-hour flow. Model runs shall be conducted assuming that the trash device (1) is unobstructed, (2) 50-percent obstructed and (3) completely (100 percent) obstructed. Flood assessment shall be based on the Q10 flow and include both water elevation impacts, i.e. the Hydraulic Grade Line (HGL) as well as changes in velocity, i.e. the Energy Grade Line (EGL). One value of SLR using values based on the work life of the device shall be run to assess the resilience of the device against SLR during its design lifetime. The design does not necessarily need to be modified based on this SLR run but the impacts documented and discussed with City staff to decide on any needed design modifications.

To: Adeel Shaikh, City of San Rafael

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If the additional flood risk cannot be completely avoided by specific device location, size or bypass design, then the Consultant shall propose what upstream mitigation measures, if any, could be taken to mitigate or offset such flood risk due to the trash device.

2.5.1 Caltrans Review Requirements: The Consultant shall include a HGL calculation for submittal to Caltrans covering the portions of the drainage systems within Caltrans right of way (ROW) for the existing and proposed conditions for a 25-year design flow for SR-129, SR-143 and SR-002 and 5-minute minimum Time of Concentration for watersheds with Caltrans ROW only. If there are no impacts in the case of SR-143, a hydraulic model of the upstream system will not be necessary.

2.6 Cost Estimates: The Consultant shall update the cost estimates for all three sites.

2.7 35% Concept Design Site SR-002: The Consultant shall draft for City review the preliminary designs (35% schematic design) for SR-002. The Consultant shall finalize the 35% designs based on comments by the City for SR-002. Assume two-week City review period. The Consultant shall provide the 35% designs to the City for SR-002 in the most recent version of AutoCAD Civil 3D and in PDF format.

Deliverables

- Topographic ground and utility survey in AutoCAD, GIS, and PDF format
- Potholing report, site SR-002
- Boundary research and property line delineation in AutoCAD, GIS and PDF format
- Geotechnical Investigation Report including boring logs for site SR-002
- Hydraulic Flooding Impact Analyses Results and data package
- Schematic design (35%) documents for SR-002 in PDF format and in the most recent version of AutoCAD Civil 3D
- Cost estimate worksheet including final designs, permitting, CEQA (if required) and capital and operation and maintenance costs

Task 3: Design

Consultant shall use all information obtained in Task 2 and from previous design work completed to prepare the plans, specifications, and estimates (PS&E) for watersheds SR-129, SR-143 and SR-002. Plan set shall include but not limited to device type and sizing, bypass design structure if offline system is necessary, maintenance access details, and construction details including dewatering, shoring, staging, and erosion and sediment control. This assumes the design of a trash capture device upstream of Canal Pump Station for site SR-002.

3.1 Basis of Design Report: Consultant shall develop a hydraulic modeling report and include in the basis of design report for all three watersheds that includes Task 2.5 and required information by Caltrans in Task 2.5.1 for SR-129, SR-143 and SR-002. The hydraulic memo shall include clear descriptions of all modeling assumptions and results of calibration, validation and project runs and clearly identify and quantify any impacts.

3.2 – 3.4 65%, 95% and 100% PS&E: PS&E shall be submitted to the City and Caltrans at 65%, 95%, and 100% final construction documents. Assume a 15-business day review period for 65% and 95% documents by City staff and Caltrans (Caltrans review required for SR-129, SR-143 and SR-002). Consultant shall provide written responses to all comments.

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- Consultant shall design certified full trash capture at three (3) Trash Management Areas (TMAs).
- Designs shall include any infrastructure upgrades where deficiencies were found during field investigations in previous design work provided that are necessary for systems to function. This does not include significant pump station changes or mitigation requiring electrical power or topographic survey more than that completed under Task 2.
- Designs should minimize or mitigate adverse hydraulic impacts and/or flooding conditions when devices are 50% and 100% full using information completed in Task 2.5 and 2.5.1. Mitigation can include berming or minor grading or structural modifications to show no net flooding impact from these devices or that this impact has been mitigated to the extent practical. These impacts shall be reviewed by Staff for CEQA compliance.
- Designs should minimize construction-phase and on-going maintenance impacts on neighboring traffic, residents and businesses.
- Consultant shall develop traffic control plans for construction phase and on-going maintenance activities.
- Consultant shall identify potential areas that the contractor could use for material and equipment staging during construction activities.
- Designs shall include geotechnical study recommendations, including piles if necessary.
- Specifications shall be developed following Caltrans and City standards.
- Cost estimate shall include a quantity table quantifying all materials and items of work required to construct trash device(s) as designed.
- A licensed civil or structural engineer stamp is required on the design documents.

3.5 O&M Plan: Consultant shall prepare an O&M Plan for each trash device.

3.6 Utility Coordination: Consultant shall lead utility conflict coordination, if necessary.

Deliverables

- 65% construction documents size 22x34" in PDF format and in the most recent version of AutoCAD Civil 3D. The Consultant shall provide specifications and estimates in Microsoft Office format. The three (3) trash devices (SR-129, SR-143, SR-002) shall be in one plan set.
- 95% construction documents size 22x34" in PDF format and in the most recent version of AutoCAD Civil 3D. The Consultant shall provide specifications and estimates in Microsoft Office format.
- 100% Final construction documents size 22x34" in PDF format and in the most recent version of AutoCAD Civil 3D. The Consultant shall provide specifications and estimates in Microsoft Office format.
- Utility Coordination Letters, if necessary.
- Basis of Design Report
- O&M Plan
- The Consultant shall provide signed and stamped estimates and calculations in PDF format.

Task 4: Environmental Compliance and Permitting

Consultant shall develop permit applications and all necessary supporting documents for sites SR-129 and SR-143. This assumes that site SR-002 will be in the paved area upstream of Canal Pump station and permit applications will not be required for that site.

To: Adeel Shaikh, City of San Rafael

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4.1 Meetings and Project Management: When 35% designs are available for all sites, the Consultant shall attend the Marin Project Coordination Meeting with state and federal resource agency representatives to discuss and confirm anticipated project permitting requirements.

4.2 Technical Studies: All necessary environmental documents shall be prepared in preliminary and final draft stages for City review and shall incorporate any comments made during the preliminary document review. This includes the development of a Biological Resources Study, Cultural Resources Study and Aquatic Resources Delineation for sites SR-143 and SR-129.

4.3 Permit Applications: The Consultant shall be responsible for preparing, submitting, and obtaining all required permits and environmental review documentation required by State, local, and federal jurisdictional agencies needed to ensure this project is cleared for construction. The Consultant shall assist the City in responding to comments from any regulatory agencies. No NEPA is required for this project. It is assumed the folding permits will be needed for sites SR-129 and SR-143:

- USACE Section 404 Nationwide Permit
- RWQCB Section 401 Water Quality Certification
- Section 1600 Streambed Alteration Agreement
- BCDC

4.4 CEQA: The City will complete CEQA Categorical Exemptions for these projects. It is assumed no changes to the CEQA Categorical Exemption will be made and the projects will qualify.

4.5 Caltrans TMDL Compliance Report: The Consultant shall prepare a compliance report for Caltrans that includes: TMDL pollutant removal report for watersheds SR-129, SR-143, SR-002.

4.6 Caltrans Encroachment Permit: The Consultant shall prepare a Caltrans encroachment permit for site SR-129 at the 65% design phase. This includes responding to Caltrans comments.

Deliverables

- Preliminary and final permit applications.

Task 5: Bid Phase Support (Optional)

5.1 RFI Responses and Addenda: The Consultant shall respond to questions concerning the Consultant-prepared plans and Consultant-prepared specifications prior to bid opening and prepare contract addenda, if required.

5.2 Bid Review and Recommendation: The Consultant shall assist in the review construction bids received and make a recommendation to the City for award of construction contract.

Deliverables

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

To: Adeel Shaikh, City of San Rafael

August 12, 2024

Task 6: Construction Support Services (Optional)

6.1 Meetings: The Consultant shall attend construction meetings (in person or via telephone) on an as-needed basis, including the pre-construction meeting, to respond to questions concerning the plans, specifications and estimates. Up to eight meetings are assumed. These meetings will be independent of those discussed under separate tasks identified elsewhere in this scope.

6.2 RFI Response: The Consultant shall respond to Request for Information (RFIs) from the contractor when called for by the City and prepare modifications or revisions that are related to the project's original scope and character. For cost estimation, a review of up to five (5) RFIs may be assumed.

6.3 Submittal Review: The Consultant shall review all material submittals and shop drawings as required by the Special Provisions and as they pertain to Consultant-prepared plans. A review of up to 10 submittals is assumed.

6.4 Punch List Final Walk: The Consultant shall participate in the final walk through of the constructed project and assist in the preparation of "punch list" items in need of work.

Deliverables

- Attend meetings during construction, which includes the pre-construction meeting with contractor.
- Response to RFIs, material submittals, and shop drawings from the contractor.
- Plan revisions that are related to the project original scope and character.
- Review contract change orders, if requested by the City.
- Meeting agendas and minutes, if requested by the City.

Task 7: Geotechnical Boring Hot Patch (Optional)

Upon request by the City the consultant shall hot patch repair the geotechnical boring hole within the paved street right of way at SR-002. The base scope Task 2.4 includes cold patch repair only.

Fee

Schaaf & Wheeler proposes to complete this work on a time and materials basis for a fee not to exceed \$476,565, which includes all optional tasks. Details included in the attached Cost Proposal Table. Work will be billed in accordance with our 2024 charge rate (attached). If you have any questions regarding this scope and budget, do not hesitate to contact me at (415) 823-4964 or ctharp@swws.com.

Sincerely,
Schaaf & Wheeler


Caitlin Tharp, PE
Vice President
RCE #76810

Schaaf & Wheeler

Cost Proposal for Canal SR-002, Redwood Hwy SR-129, Rossi SR-143																
	Principal Project Manager		Senior Project Manager		Senior Engineer	Assistant Engineer		CAD Designer		Schaaf & Wheeler Total	Kier + Wright	Shannon Wilson	Bess Testlab	Peoples Structural	NCF	Total
	\$295	\$270	\$250	\$200		\$175	0	\$0	\$0							
Task 1 Project Management																
1.1 Invoicing	40	0	0	8	0					\$13,400	\$0	\$0	\$0	\$0	\$0	\$13,400
1.2 Meetings with Agenda's and Minutes	24			8						\$7,080						\$7,080
1.3 Schedules	8									\$3,960						\$3,960
Task 2 Preliminary Engineering																
2.1 Field Visit	19	2	8	156	12					\$2,360						\$2,360
2.2 Utility Research, GPR and Pot-holing for Site 002	2			4						\$47,445	\$2,700	\$51,500	\$20,000	\$0	\$0	\$115,645
2.3 Boundary Research and Topographic Survey SR-129 and SR-002	4									\$990						\$990
2.4 Geotechnical Investigation for Site 002	4									\$1,390	\$2,700		\$20,000			\$24,090
2.5 Hydraulic Modeling & Pump Station Hydraulic Analysis	3			4						\$0						\$0
2.6 Cost Estimates	4			4						\$1,980		\$51,500				\$53,480
2.7 35% Concept Design for Site 002	4			100						\$23,180						\$23,180
2.8 O&M Plan	3			6						\$2,085						\$2,085
2.9 Utility Coordination Site 002	4	2		40	12					\$11,820						\$11,820
3.1 Basis of Design Report	4	3	0	400	72					\$107,540	\$0	\$5,000	\$0	\$40,000	\$0	\$152,540
3.2 65% Design Package, including Canal 002 Piles	16	6		76						\$17,190						\$17,190
3.3 95% Design Package, including Canal 002 Piles	8	3		100	24					\$39,940		\$2,000		\$9,100		\$51,040
3.4 100% Design Package, including Canal 002 Piles	4	3		64	16					\$27,370		\$2,000		\$18,000		\$47,370
3.5 O&M Plan	2	1		12						\$17,590		\$1,000		\$12,900		\$31,490
3.6 Utility Coordination Site 002	2			8						\$3,260						\$3,260
4.1 Meetings & Project Management	22	0	0	64	0					\$2,190						\$2,190
4.2 Technical Studies: biological, cultural, aquatic resources	4			4						\$19,290	\$0	\$0	\$0	\$0	\$107,680	\$126,970
4.3 Permit Applications	2			4						\$11,525						\$11,525
4.4 CEQA Catex: no additional work needed	4			16						\$40,895						\$40,895
4.5 Caltrans TMDL Compliance Report	4			16						\$55,260						\$55,260
4.6 Caltrans TMDL Compliance Report										\$0						\$0
4.7 Caltrans Encroachment Permit Site SR-129	4			16						\$4,380						\$4,380
5.1 Prepare RFI response and addenda	8			24						\$7,160						\$7,160
5.2 Review and Recommend Bids	12	3	0	15	6					\$3,500	\$0	\$0	\$0	\$3,500	\$0	\$11,900
5.3 Submit Review (10 total)	6			12						\$3,500						\$3,500
5.4 Meetings (8 total)	6	3	0	3	0					\$8,720						\$8,720
5.5 RFI Response (5 total)	38	0	0	66	0					\$3,180						\$3,180
5.6 Punch List Final Walk (3 sites)	12			8						\$24,410	\$0	\$4,700	\$0	\$17,000	\$0	\$46,110
5.7 Geotechnical Boring Hot Patch Site 002	10			20						\$5,140						\$5,140
5.8 Final Review (10 total)	10			30						\$6,950		\$4,700				\$11,650
5.9 Final Review (10 total)	6			8						\$8,950				\$17,000		\$25,950
6.1 Geotechnical Boring Hot Patch Site 002	0	0	0	0	0					\$3,370						\$3,370
6.2 RFI Response (5 total)	0	0	0	0	0					\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
6.3 Submit Review (10 total)	21		8	709	90					\$10,000						\$10,000
6.4 Punch List Final Walk (3 sites)	167									\$2,700	\$2,700	\$64,200	\$20,000	\$60,500	\$107,680	\$476,565
6.5 Punch List Final Walk (3 sites)	Total									\$214,485	\$2,700	\$64,200	\$20,000	\$60,500	\$107,680	\$476,565

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

4699 Old Ironsides Dr., Suite 350
Santa Clara, CA 95054-1860
408-246-4848

Hourly Charge Rate Schedule

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current rates by classification are listed below:

<u>Classification</u>	<u>Rate/Hr</u>
Principal Project Manager	\$295
Senior Project Manager	\$270
Senior Engineer	\$250
Associate Engineer	\$220
Assistant Engineer	\$200
Junior Engineer	\$185
Designer	\$175
GIS Analyst	\$175
Technician	\$160
Engineering Trainee	\$135

Litigation Charges

Court or deposition time as an expert witness is charged at \$500 per hour.

Materials and Services

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

Effective 1/1/24

EXHIBIT B INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth below, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

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

1. **Commercial general liability.** 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. **Automobile liability.** 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. **Professional liability.** 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. **Workers' compensation.** 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.

9. **CONSULTANT** agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by **CONSULTANT**, provide the same minimum insurance coverage required of **CONSULTANT**, except as with respect to limits. **CONSULTANT** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. **CONSULTANT** agrees that upon request by **CITY**, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the performance of Services will be submitted to **CITY** for review.

10. **CONSULTANT** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Services reserves the right to charge **CITY** or **CONSULTANT** for the cost of additional insurance coverage required by this Agreement. Any

such provisions are to be deleted with reference to **CITY**. It is not the intent of **CITY** to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against **CITY** for payment of premiums or other amounts with respect thereto.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the **CITY** 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 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 the **CITY**.

PSA - S&W - Large Trash Capture Designs

Final Audit Report

2024-08-08

Created:	2024-08-07
By:	Shannon Mackle (shannon.mackle@cityofsanrafael.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKFU3ICISoaxmf14dm6a812dKuhEvdntU

"PSA - S&W - Large Trash Capture Designs" History

 Document created by Shannon Mackle (shannon.mackle@cityofsanrafael.org)
2024-08-07 - 3:29:23 PM GMT- IP address: 69.181.69.46

 Document emailed to ctharp@swsv.com for signature
2024-08-07 - 3:34:13 PM GMT

 Email viewed by ctharp@swsv.com
2024-08-07 - 3:36:39 PM GMT- IP address: 24.32.25.42

 Signer ctharp@swsv.com entered name at signing as Caitlin Tharp
2024-08-07 - 3:37:19 PM GMT- IP address: 24.32.25.42

 Document e-signed by Caitlin Tharp (ctharp@swsv.com)
Signature Date: 2024-08-07 - 3:37:21 PM GMT - Time Source: server- IP address: 24.32.25.42

 Document emailed to Charles Anderson (canderson@swsv.com) for signature
2024-08-07 - 3:37:23 PM GMT

 Email viewed by Charles Anderson (canderson@swsv.com)
2024-08-08 - 10:38:00 PM GMT- IP address: 216.230.93.234

 Document e-signed by Charles Anderson (canderson@swsv.com)
Signature Date: 2024-08-08 - 10:38:42 PM GMT - Time Source: server- IP address: 216.230.93.234

 Agreement completed.
2024-08-08 - 10:38:42 PM GMT



SAN RAFAEL
CALIFORNIA

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Acrobat Sign

**CONTRACT ROUTING FORM**

INSTRUCTIONS: Use this cover sheet to circulate all contracts for review and approval in the order shown below.

TO BE COMPLETED BY INITIATING DEPARTMENT PROJECT MANAGER:

Contracting Department: Public Works

Project Manager: Shannon Mackle (for Adeel Shaikh)

Extension: 3353

Contractor Name: Schaaf & Wheeler

Contractor's Contact: Caitlin Tharp

Contact's Email: CTarp@cwsv.com

☐ **FPPC:** Check if Contractor/Consultant must file Form 700

Step	RESPONSIBLE DEPARTMENT	DESCRIPTION	COMPLETED DATE	REVIEWER Check/Initial
1	Project Manager	a. Email PINS Introductory Notice to Contractor b. Email contract (in Word) and attachments to City Attorney c/o Laraine.Gittens@cityofsanrafael.org	Click here to enter a date. 8/1/2024	☐ ☒ SM
2	City Attorney	a. Review, revise, and comment on draft agreement and return to Project Manager b. Confirm insurance requirements, create Job on PINS, send PINS insurance notice to contractor	8/5/2024 8/5/2024	☒ NT ☒ NT
3	Department Director	Approval of final agreement form to send to contractor	8/6/2024	☒ AM
4	Project Manager	Forward three (3) originals of final agreement to contractor for their signature	8/7/2024	☒
5	Project Manager	When necessary, <u>contractor-signed</u> agreement agendized for City Council approval * *City Council approval required for Professional Services Agreements and purchases of goods and services that exceed \$75,000; and for Public Works Contracts that exceed \$175,000 Date of City Council approval	☐ N/A Or 8/19/2024	☒
	PRINT	CONTINUE ROUTING PROCESS WITH HARD COPY		
6	Project Manager	Forward signed original agreements to City Attorney with printed copy of this routing form	8/20/24	SM
7	City Attorney	Review and approve hard copy of signed agreement		
8	City Attorney	Review and approve insurance in PINS , and bonds (for Public Works Contracts)		
9	City Manager / Mayor	Agreement executed by City Council authorized official		
10	City Clerk	Attest signatures, retains original agreement and forwards copies to Project Manager		

PSA - S&W - Large Trash Capture Designs

Final Audit Report

2024-08-27

Created:	2024-08-21
By:	Nataly Torres (nataly.torres@cityofsanrafael.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZpW-rALqUY9701xo3TTXJt9TjNJQLRDq

"PSA - S&W - Large Trash Capture Designs" History

-  Document created by Nataly Torres (nataly.torres@cityofsanrafael.org)
2024-08-21 - 5:55:00 PM GMT- IP address: 199.88.113.8
-  Document emailed to rob.epstein@cityofsanrafael.org for signature
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-  Document shared with Shannon Mackle (shannon.mackle@cityofsanrafael.org) by Nataly Torres (nataly.torres@cityofsanrafael.org)
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-  Email viewed by rob.epstein@cityofsanrafael.org
2024-08-21 - 10:09:52 PM GMT- IP address: 104.28.123.164
-  Signer rob.epstein@cityofsanrafael.org entered name at signing as Robert F. Epstein
2024-08-21 - 10:11:27 PM GMT- IP address: 104.28.123.164
-  Document e-signed by Robert F. Epstein (rob.epstein@cityofsanrafael.org)
Signature Date: 2024-08-21 - 10:11:29 PM GMT - Time Source: server- IP address: 104.28.123.164
-  Document emailed to city.clerk@cityofsanrafael.org for approval
2024-08-21 - 10:11:31 PM GMT
-  Email viewed by city.clerk@cityofsanrafael.org
2024-08-21 - 10:11:49 PM GMT- IP address: 104.47.64.254
-  Signer city.clerk@cityofsanrafael.org entered name at signing as Brenna Nurmi
2024-08-21 - 10:11:57 PM GMT- IP address: 199.88.113.8
-  Document approved by Brenna Nurmi (city.clerk@cityofsanrafael.org)
Approval Date: 2024-08-21 - 10:11:59 PM GMT - Time Source: server- IP address: 199.88.113.8
-  Document emailed to cristine.alilovich@cityofsanrafael.org for signature
2024-08-21 - 10:12:01 PM GMT



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 Email viewed by cristine.alilovich@cityofsanrafael.org

2024-08-27 - 4:47:31 AM GMT- IP address: 104.47.64.254

 Signer cristine.alilovich@cityofsanrafael.org entered name at signing as Cristine Alilovich

2024-08-27 - 4:47:56 AM GMT- IP address: 76.103.109.159

 Document e-signed by Cristine Alilovich (cristine.alilovich@cityofsanrafael.org)

Signature Date: 2024-08-27 - 4:47:58 AM GMT - Time Source: server- IP address: 76.103.109.159

 Document emailed to city.clerk@cityofsanrafael.org for signature

2024-08-27 - 4:48:00 AM GMT

 Email viewed by city.clerk@cityofsanrafael.org

2024-08-27 - 2:34:57 PM GMT- IP address: 104.47.64.254

 Signer city.clerk@cityofsanrafael.org entered name at signing as Brenna Nurmi (for)

2024-08-27 - 2:35:11 PM GMT- IP address: 199.88.113.8

 Document e-signed by Brenna Nurmi (for) (city.clerk@cityofsanrafael.org)

Signature Date: 2024-08-27 - 2:35:13 PM GMT - Time Source: server- IP address: 199.88.113.8

 Agreement completed.

2024-08-27 - 2:35:13 PM GMT



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Certificate Of Completion

Envelope Id: 32F0AEC4-6F6B-4CAD-B586-5F4050876769

Status: Sent

Subject: DocuSign: Amendment with Schaaf & Wheeler for Large Trash Capture Design Services

Source Envelope:

Document Pages: 40

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 3

Shannon Mackle

AutoNav: Enabled

111 Morphew St

Envelopeld Stamping: Enabled

San Rafael, CA 94901

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Shannon.Mackle@cityofsanrafael.org

IP Address: 47.215.235.225

Record Tracking

Status: Original

Holder: Shannon Mackle

Location: DocuSign

3/30/2026 9:22:43 AM

Shannon.Mackle@cityofsanrafael.org

Signer Events

Signature

Timestamp

Nataly Torres

Sent: 4/3/2026 10:37:16 AM

Nataly.Torres@cityofsanrafael.org

NT

Viewed: 4/3/2026 10:37:35 AM

Legal Assistant

Signed: 4/3/2026 10:37:40 AM

City of San Rafael

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 199.88.113.8

Electronic Record and Signature Disclosure:

Not Offered via Docusign

April Miller

Sent: 4/3/2026 10:37:17 AM

April.Miller@cityofsanrafael.org

AM

Viewed: 4/3/2026 10:37:49 AM

Public Works Director

Signed: 4/3/2026 10:38:01 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 199.88.89.34

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Van Bach

Sent: 4/3/2026 10:38:04 AM

vanb@cityofsanrafael.org

VB

Viewed: 4/3/2026 12:12:33 PM

Signing Group: Finance

Signed: 4/3/2026 12:15:30 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 199.88.113.8

Electronic Record and Signature Disclosure:

Accepted: 4/3/2026 12:12:33 PM

ID: 6721cdfc-91d0-4f62-bdd1-c8f407c5997f

Caitlin Tharp

Sent: 4/3/2026 12:15:34 PM

ctharp@swsv.com

Caitlin Tharp

Viewed: 4/6/2026 12:04:21 PM

Vice President, RCE76810

Signed: 4/6/2026 12:04:55 PM

Schaaf & Wheeler

Security Level: Email, Account Authentication
(None)

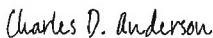
Signature Adoption: Pre-selected Style

Using IP Address: 12.77.229.42

Electronic Record and Signature Disclosure:

Accepted: 4/6/2026 12:04:21 PM

ID: d907342a-8712-4f06-83a9-9259d7b8a1da

Signer Events	Signature	Timestamp
Charles D. Anderson canderson@swsv.com President Schaaf & Wheeler Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 216.230.93.234	Sent: 4/6/2026 12:04:58 PM Viewed: 4/7/2026 9:01:38 AM Signed: 4/7/2026 9:01:56 AM
Electronic Record and Signature Disclosure: Accepted: 11/18/2025 2:44:36 PM ID: ab18df23-7cc5-43b0-842e-021f1085dc43		
Andrea Visveshwara Andrea.Visveshwara@cityofsanrafael.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Heather Davis Heather.Davis@cityofsanrafael.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Paul Navazio Paul.Navazio@cityofsanrafael.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
City Clerk		
Signing Group: City Clerk Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events		
Nataly Torres Nataly.Torres@cityofsanrafael.org Legal Assistant City of San Rafael Security Level: Email, Account Authentication (None)	 Using IP Address: 199.88.113.8	Sent: 4/2/2026 2:18:04 PM Viewed: 4/3/2026 10:31:23 AM Completed: 4/3/2026 10:37:16 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/2/2026 2:18:05 PM
Envelope Updated	Security Checked	4/2/2026 3:00:58 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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