



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

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

City Manager Approval: _____

TOPIC: MCSTOPPP FULL TRASH CAPTURE DEVICE PROJECT

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS, INC. FOR DESIGN AND ENVIRONMENTAL ENGINEERING SERVICES ASSOCIATED WITH THE MCSTOPPP FULL TRASH CAPTURE DEVICE PROJECT, IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$50,090

RECOMMENDATION: Adopt a resolution approving and authorizing the City Manager to execute a first amendment to the agreement with Schaaf & Wheeler Consulting Civil Engineers, Inc. (Schaaf & Wheeler) for design and environmental engineering services in an additional amount not to exceed \$50,090, increasing the total not-to-exceed amount under the agreement to \$185,634.

BACKGROUND:

In order to comply with California law related to the removal of trash from waterways, the City must install, operate, and maintain a network of certified full trash capture systems that filter debris prior to water entering the Bay. The City is required to comply with these provisions by December 2030.

On October 19, 2020, the City Council awarded a professional services agreement to Schaaf & Wheeler to conduct a feasibility study of two stormwater pump stations in the Canal neighborhood to ascertain which location may be best suited for installation of a full trash capture device. The draft feasibility study was reviewed by staff of both the City and the County of Marin, the local agency who manages the Marin County Stormwater Pollution Prevention Program (MCSTOPPP), at which time the alternatives were informally presented to various environmental regulatory agencies.

ANALYSIS: The draft feasibility study provided five alternatives for installing a full trash capture device. After weighing the pros and cons of each alternative, which considered among other things costs, ease of maintenance, and environmental impacts, staff have selected alternative 5, which is to pursue installation of a trash capture device downstream of the Kerner Boulevard stormwater pump station. The device would be located at Pickleweed Park near the San Rafael Canal and will not impact the public's enjoyment of the park.

With alternative 5 selected as the preferred option, the City desires to more fully study this location to further understand the hydraulic impacts on the stormwater pump station as well as a

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

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refined understanding of the environmental impacts. To this end, Schaaf & Wheeler have provided a proposed amendment to the contract to perform 1) hydraulic modeling of the storm drain system in the Canal neighborhood; and 2) an aquatic resources mitigation analysis. This additional effort will delineate protected wetlands and how to mitigate impacts from the project. Additional consultation with environmental regulatory agencies is necessary. Better understanding the mitigation requirements imposed upon the City for this project will allow the design team to develop a refined cost estimate and allow staff to budget accordingly.

FISCAL IMPACT: The additional consultant's fee of \$50,090 will be paid from the Gas Tax Fund (Fund #206). Appropriations shall be increased in fund #206 by \$50,090.

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

1. Adopt a resolution authorizing the City Manager to execute a first amendment to the professional services agreement with Schaaf & Wheeler.
2. Do not accept the proposal and provide further direction to staff.

ATTACHMENT:

1. Resolution
2. Amendment and corresponding Exhibit A

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS, INC. FOR DESIGN AND ENVIRONMENTAL ENGINEERING SERVICES ASSOCIATED WITH THE MCSTOPPP FULL TRASH CAPTURE DEVICE PROJECT, IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$50,090

WHEREAS, the City Council adopted Resolution number 14864 on October 19, 2020, authorizing the City Manager to enter into a Professional Services Agreement with Schaaf & Wheeler Consulting Civil Engineers, Inc. in an amount not to exceed \$135,544 for design and environmental engineering services associated with the MCSTOPPP Full Trash Capture Device Project; and

WHEREAS, the City requires further study of one of the five design alternatives prior to finalizing the feasibility study and commencing design; and

WHEREAS, staff received a proposal from Schaaf & Wheeler Consulting Civil Engineers, Inc. for said services in an additional amount of \$50,090 bringing the total not-to-exceed contract amount to \$185,634 (Exhibit "A" to the First Amendment); and

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

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

1. The Council hereby approves and authorizes the City Manager to execute a First Amendment to the Professional Services Agreement with Schaaf & Wheeler Consulting Civil Engineers, Inc. for additional design and environmental engineering services in the amount of \$50,090 and a revised total contract value not to exceed \$185,634, in the form included in the staff report for this resolution.

2. Funds totaling \$50,090 will be appropriated for this project from the Gas Tax fund (Fund #206).
3. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 3rd day of May 2021, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH
SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS, INC. FOR DESIGN AND
ENVIRONMENTAL ENGINEERING SERVICES ASSOCIATED WITH THE
MCSTOPPP FULL TRASH CAPTURE DEVICE PROJECT**

THIS FIRST AMENDMENT to the Professional Services Agreement by and between the **CITY OF SAN RAFAEL** (hereinafter “**CITY**”), and **SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS, INC.**, (hereinafter “**CONSULTANT**”), is made and entered into as of the _____ day of _____, 2021.

RECITALS

WHEREAS, pursuant to City Council Resolution No. 14864, the **CITY** and **CONSULTANT** entered into a Professional Services Agreement dated October 30, 2020 to perform design and environmental engineering services in connection with **CITY’S** project to install a full trash capture device, for an amount not to exceed \$135,544 (the “**Agreement**”); and

WHEREAS, **CITY** requires additional design and environmental engineering services from the **CONSULTANT**, and the **CONSULTANT** is willing to provide such services;

AMENDMENT TO AGREEMENT

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

1. Article 2 of the Agreement, entitled “**DUTIES OF CONSULTNAT**” is hereby amended to include the additional services set forth in **CONSULTANT’S** proposal entitled “**MCSTOPPP/San Rafael Trash Capture Project Add-Scope**” dated March 25, 2021, attached to this First Amendment as Exhibit “**A**” and incorporated herein by reference.
2. Article 4 of the Agreement, entitled “**COMPENSATION**” is hereby amended to include additional compensation payable to **CONSULTANT** for the services described in Exhibit “**A**” to this First Amendment, on a time and materials basis in accordance with the “**San Rafael MCSTOPPP Full Trash Capture Device Project Add Scope Fee March 2021**” table included in Exhibit “**A**”, in a not-to-exceed amount of \$50,090, and to change the total not-to-exceed amount under the Agreement to \$185,634.

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

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

CITY OF SAN RAFAEL

CONSULTANT

JIM SCHUTZ, City Manager

By: 

Name: DAN SCHAAF

Title: SECRETARY

RCE #57617

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

ATTEST:

LINDSAY LARA, City Clerk

By: 

Name: Ben Shick

Title: Vice President

RCE 68813

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

Exhibit A

Schaaf & Wheeler

CONSULTING CIVIL ENGINEERS

870 Market Street, Suite 1278
San Francisco, CA 94102-2906
415-433-4848
FAX 415-433-1029

March 25, 2021

Hunter Young, PE
Assistant Public Works Director/City Engineer
Department of Public Works
City of San Rafael
(415) 485-3408
hunter.young@cityofsanrafael.org

Subject: MCSTOPPP/San Rafael Trash Capture Project Add-Scope

Dear Mr. Young:

Under existing scope, Schaaf & Wheeler has identified the need to perform hydraulic modeling and aquatic resource mitigation analysis to better inform the selection of a location for a full trash capture device on the City's storm drain system. This scope presented herein is in addition to the existing contract.

The following scope of services is proposed:

Task 1: Hydraulic Modeling

Schaaf & Wheeler will review the City's existing storm drain GIS data for the network draining to the Kerner and San Quentin pump stations. An exhibit of data gaps necessary for hydraulic modeling will be provided to the City. This scope assumes one half day of field investigation necessary to obtain missing data. This scope assumes the City will provide pump station data for San Quentin pump station.

The updated GIS network will be entered into a hydraulic model (MikeUrban or similar). 10-year and 5-year hydrology will be developed for the watershed. An existing conditions model will be built. Based on the existing conditions model, the pump station impacts associated with the trash capture device alternative 5 (downstream Kerner), will be added to produce a post-project model.

Node flood mapping of the existing and post-project models will be presented in a memorandum to represent the impacts of the trash capture project alternative 5. Concepts for mitigation of impacts will be included in the memorandum. This scope includes one meeting with stakeholders to discuss the results.

Task 2: Aquatic Resources Mitigation Analysis

This task includes the aquatic resources delineation and agency consultation needed to determine the approximate extent and cost of mitigation requirements for the Kerner Outfall Alternative.

2.1 – Field Delineation

NCE field specialists will conduct a field delineation to map and describe the type, location, and boundary of aquatic resources within the Project boundary following the USACE 1987 Wetlands Manual. As part of NCE's field delineation the potential for minimizing impacts will be evaluated and mitigation opportunities or sites in the area will be identified (if they exist). We anticipate this will require two field scientists in the field for 8 hours.

2.2 – Impact Analysis

The map developed in Task 2.1 and data will be overlaid on the draft conceptual plan provided by Schaaf & Wheeler, which shows anticipated temporary construction and permanent facility locations at the Kerner site. This will identify where disturbance within the Ordinary High Water Mark (OWHM) of the canal may occur. NCE will assess impacts to identified aquatic resources based on the proposed design, footprint, and likely construction methods for the Full Trash Capture device. Temporary and permanent impact areas will be calculated to determine what mitigation may be required.

2.3 – Identify Mitigation Opportunities

The federal wetlands rule requires no net loss of wetlands, with typically a minimum 1.5:1 to 3:1 mitigation ratio. On site mitigation is the first priority, with approval of off-site mitigation typically more challenging to negotiate with the regulatory agencies. This task will involve analysis of the data retrieved to determine the extent of possible on-site mitigation. If opportunities for on-site mitigation are inadequate to meet up to the 3:1 ratio that could be required, NCE will consult with the City to identify potential off-site opportunities.

2.4 - Facilitate Mitigation Discussion with Regulatory Agencies

Following completion of Tasks 2.1 through 2.3, NCE will prepare an aquatic resources technical memorandum describing the results of delineation and proposed impact amounts, including the aquatic resources identified, potential temporary and permanent impacts, and recommended opportunities for minimization or mitigation to use for agency consultation on potential mitigation requirements. NCE will then coordinate with federal, state, and local agencies determined at the March 4, 2021 meeting to have regulatory authority over the Project. These agencies include the California Department of Fish and Wildlife (CDFW), San Francisco Regional Water Quality Control Board (SFRWQCB), United States Army Corps of Engineers (USACE), and the United States Fish and Wildlife Service (USFWS). NCE will invite the agencies, the City and Schaaf & Wheeler to a mitigation discussion to be held on-site at the Kerner Outfall location. Feedback from this Interagency meeting will provide the information necessary to develop a potential scope of mitigation required for the Kerner Alternative.

NCE will develop a Project specific Environmental Tracker to document and track current and future consultations, communications, primary contacts, acquired information, and requirements for the Kerner Outfall Alternative. The Environmental Tracker will also be used to document the status of permit applications and reviews once a final alternative is selected.

2.5 – Summary Kerner Mitigation Memorandum for City

Assuming direction is received from the agencies regarding mitigation that will be required for the Kerner Alternative, NCE will document level of effort and costs for mitigation at this site. This information will be presented in a summary memo for integration with Schaaf & Wheeler's additional analysis for the City's use in selecting their preferred alternative.

Assumptions:

- Two NCE field scientists will conduct delineation at the Kerner site in one day.
- The reporting format will be a 'technical memorandum' based on a conceptual design and would not meet the requirements of a full USACE Aquatic Resources Delineation Report.
- NCE anticipates up to 20 hours of coordination meetings/calls/interactions/etc.
- Existing available data will be used to establish storm drain infrastructure elevations, locations, and associated flooding levels.

Deliverables:

- Aquatic Resources Technical Memorandum
- Field Meeting Summary
- Agenda for the Interagency Consultation Field Meeting that includes results of delineation and proposed impact amounts (PDF format and printed copies)
- Environmental Tracker (Excel format)
- Summary Kerner Mitigation Memorandum

Task 3: Coordination

This task includes meeting preparation and coordination meetings with MCSTOPPP and permitting agencies.

The budget for the scope of services is based on time and materials not to exceed \$50,090 per the attached fee table with charge rates based on the original contract.

If you have any questions, or require additional information, please contact me.

Sincerely,

Schaaf & Wheeler



Ben Shick, PE
Vice President

<p style="text-align: center;">San Rafael MCSTOPPP Full Trash Capture Device Project AddScope Fee March 2021</p>		Schedule of Hours and Rates by Task					NCE (Environmental Consultant)	Kier & Wright (Surveyors)	Cal Eng & Geo (Geotechnical Engineers)	BessTest Labs (Potholing)	Subsulant Markup (10%)	Total
		Schaaf & Wheeler				Schaaf & Wheeler Subtotal						
		Principal Project Manager	Senior Project Manager	Associate Engineer	Assistant Engineer							
Task	Hourly Rate	\$240	\$225	\$190	\$175							
Task 1	Project Management	18	28	68	4	\$ 24,240	\$ 23,500	\$ -	\$ -	\$ -	\$ 2,350	\$ 50,090
1	Hydraulic Modeling	8	16	56		\$ 16,160					\$ -	\$ 16,160
2	Aquatic Resources Analysis	2	2			\$ 930	\$ 23,500				\$ 2,350	\$ 26,780
3	Coordination	8	10	12	4	\$ 7,150					\$ -	\$ 7,150
TOTAL		18	28	68	4	\$24,240	\$23,500	\$0	\$0	\$0	\$2,350	\$ 50,090