



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: A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A 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 IN AN AMOUNT NOT TO EXCEED \$135,544.

RECOMMENDATION: Adopt a resolution approving and authorizing the City Manager to execute a professional services agreement with Schaaf & Wheeler Consulting Civil Engineers, Inc. (Schaaf & Wheeler) for design and environmental engineering services in an amount not to exceed \$135,544.

BACKGROUND:

In California, the State Water Resources Control Board (Water Board) has broad authority over water quality control issues. The Water Board is responsible for developing statewide water quality policy, and exercises the powers delegated to the State by the federal government under the Clean Water Act.

On April 7, 2015, the Water Board adopted an Amendment to the *Water Quality Control Plan for Ocean Waters of California to Control Trash* and Part 1 Trash Provisions of the *Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries of California*. Together, they are collectively referred to as "the Trash Amendments". The Trash Amendments apply to all surface waters of California and include a land-use based compliance approach to focus trash controls on areas with high trash generation rates. Areas such as high density residential, industrial, commercial, mixed urban, and public transportation stations are considered priority land uses.

In response to these State requirements, the City must install, operate, and maintain a network of certified full capture systems that capture runoff from priority land uses. Alternatively, the City may implement a combination of devices, such as filters inside of catch basins, to reduce the volume of trash draining into the Bay. The City is required to comply with the Trash Amendment provisions by December 2030.

To assist in meeting the Trash Amendment requirements, the Marin County Stormwater Pollution Prevention Program (MCSTOPPP), a program managed by the County to protect and enhance water quality, has funding to subsidize the installation of a full trash capture device.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

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Additional details on this funding were presented to the City Council at its [June 15, 2020](#) meeting.

ANALYSIS: City staff desire to understand how to strategically move forward and be in compliance with the Trash Amendments. To this end, the City released a Request for Proposals to retain an engineering firm to provide design and environmental engineering services related to installation of a full trash capture device in the Canal neighborhood, the sector of Marin County with the largest trash load.

On June 26, 2020, five proposals from qualified firms were received. All were evaluated by City staff based on criteria specified in the Request for Proposals including, but not limited to, understanding the Scope of Work, previous experience with similar projects, qualified personnel, and familiarity with state and federal procedures. After reviewing the proposals, the top two ranked firms were each invited to participate in a video conference interview with panel members from MCSTOPPP and City staff. Staff recommends Schaaf & Wheeler as the most qualified consultant for this project.

FISCAL IMPACT: The consultant's fee of \$135,544 will be paid with \$30,000 from the Stormwater Fund (Fund #205) and \$105,544 from the Gas Tax Fund (Fund #206). Appropriations shall be increased in funds #205 and #206 by \$30,000 and \$105,544 respectively.

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

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

ATTACHMENT:

1. Resolution
2. Agreement and corresponding Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A 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 IN AN AMOUNT NOT TO EXCEED \$135,544

WHEREAS, the State Water Resources Control Board (Water Board) has broad authority over water quality control issues and policy statewide; and

WHEREAS, on April 7, 2015, the Water Board adopted an Amendment to *the Water Quality Control Plan for Ocean Waters of California to Control Trash and Part 1 Trash Provisions of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries of California* requiring local municipalities to reduce the volume of trash and debris entering the San Francisco Bay; and

WHEREAS, the City desires to implement a full trash capture device within the Canal neighborhood as one approach to reducing trash in the Bay; and

WHEREAS, the City requires outside professional assistance for design and environmental engineering of the project; and

WHEREAS, in response to the request for proposals (RFP), the Department of Public Works received five proposals and conducted team interviews; and

WHEREAS, staff has reviewed the proposals and identified Schaaf & Wheeler Consulting Civil Engineers, Inc. to be the most qualified firm.

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

1. The City Council hereby approves and authorizes the City Manager to execute a 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 in the amount not to exceed \$135,544, in the form included in the Staff Report for this resolution, subject to final approval as to form by the City Attorney.

2. Funds totaling \$30,000 have been appropriated for this project from the Stormwater Fund (Fund No. 205) and \$105,544 from the Gas Tax Fund (Fund No. 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 Monday, the 19th day of October 2020, by the following vote, to wit:

AYES: **COUNCILMEMBERS:**
NOES: **COUNCILMEMBERS:**
ABSENT: **COUNCILMEMBERS:**

LINDSAY LARA, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

FOR THE MCSTOPPP FULL TRASH CAPTURE DEVICE PROJECT

This Agreement is made and entered into this _____ day of _____, 2020, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and SCHAAF & WHEELER CONSULTING ENGINEERS, INC. (hereinafter "**CONSULTANT**").

RECITALS

WHEREAS, the **CITY** has determined that professional services are required to design and provide environmental engineering services for a full trash capture device in the Canal neighborhood; and

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

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** Hunter Young 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**. Ben Shick is hereby designated as the **PROJECT DIRECTOR** for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute **PROJECT DIRECTOR**, for any reason, the **CONSULTANT** shall notify the **CITY** within ten (10) business days of the substitution.

2. **DUTIES OF CONSULTANT.**

CONSULTANT shall perform the duties and/or provide services outlined in the **CONSULTANT'S** proposal dated September 23, 2020, marked as Exhibit A, attached hereto and incorporated herein by reference.

3. **DUTIES OF CITY.**

CITY shall pay the compensation as provided in Paragraph 4, and perform the duties as described in Exhibit A, attached.

4. COMPENSATION.

For the full performance of the services described herein by **CONSULTANT**, **CITY** shall pay **CONSULTANT** on a time and materials basis for services rendered at the rates shown in Exhibit A, attached hereto, and incorporated by herein, in a total contract amount not to exceed \$135,544.

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

5. TERM OF AGREEMENT.

The term of this Agreement shall commence on the date of execution of this Agreement and end on December 31, 2024. Upon mutual agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for an additional period of up to one (1) year.

6. TERMINATION.

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

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

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

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

7. OWNERSHIP OF DOCUMENTS.

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

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with

its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

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

10. INSURANCE.

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

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

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

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of two million dollars (\$2,000,000) per occurrence/four million dollars (\$4,000,000) aggregate, to cover any claims arising out of the **CONSULTANT'S** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONSULTANT** shall maintain worker's 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** worker's 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 worker's 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 worker’s compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

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

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

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

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

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

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

D. Proof of Insurance. **CONSULTANT** shall provide to the **PROJECT MANAGER**

or CITY'S City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements from CONSULTANT. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the City Attorney.

11. INDEMNIFICATION.

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

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

C. The defense and indemnification obligations of this Agreement are undertaken in

addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. NONDISCRIMINATION.

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

13. COMPLIANCE WITH ALL LAWS.

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

14. NO THIRD PARTY BENEFICIARIES.

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

15. NOTICES.

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

TO **CITY**'s Project Manager:

Hunter Young
City of San Rafael
111 Morphew Street
San Rafael, CA 94901

TO **CONSULTANT**'s Project Director:

Ben Shick
Schaaf & Wheeler Consulting Civil Engineers
2200 Range Avenue, Suite 201
Santa Rosa, CA 95403

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONSULTANT** and **CITY** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

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

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

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

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

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

18. SET-OFF AGAINST DEBTS.

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

19. WAIVERS.

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

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

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

22. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

23. APPLICABLE LAW.

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

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

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

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

CITY OF SAN RAFAEL

CONSULTANT

JIM SCHUTZ, City Manager

By: _____

Name: _____

Title: _____

ATTEST:

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

LINDSAY LARA, City Clerk

By: _____

APPROVED AS TO FORM:

Name: _____

Title: _____

ROBERT F. EPSTEIN, City Attorney

Scope for Design and Environmental Services for City of San Rafael/MCSTOPPP Full Trash Capture Device Project

Task 1: Project Management

Quality Control: Schaaf & Wheeler will perform quality control on all deliverables throughout the project tasks outlined herein. Quality control will be conducted by the project manager, Caitlin Gilmore, as well as a separate principal engineer within the firm not familiar with the day-to-day activities of the project to obtain an objective quality assurance analysis.

Monthly Invoicing and Contracting: Schaaf & Wheeler will work with the City and stakeholders to finalize the scope of work and contract associated with this project. This includes subcontracting with the design team. Monthly invoices will be submitted to the City in a timely manner, with billing summaries, project and schedule status and percentage complete.

Coordination with subconsultants and the City: During the duration of the project, Schaaf & Wheeler will coordinate with the City, stakeholders and subconsultants to monitor timely progress of the project, to stay on budget, and resolve issues as they arise.

Deliverables:

- *Project schedule updates in MS word*
- *Billings summaries for monthly billings, including tasks completed and percent complete*
- *Project meetings have been included within the tasks below*

Task 2: Feasibility Analysis

The project team will visit both project sites to evaluate the potential device location. The sites will be evaluated for constructability, right of way, utility conflicts, construction accessibility, maintainability, resource impacts, and permitting requirements.

Schaaf & Wheeler will obtain available as-builts, right of way, GIS data, historical flooding and storm drain modeling information from the City and County as applicable. Pump station as-builts and data will be reviewed for capacity constraints and operational deficiencies. This assumes coordination with the City's public works and maintenance department. This includes analyzing the pump stations for potential impacts of Full Capture System (FCS) locations, such as head loss upstream of the pumps and potential pump cycling. Analysis of high tide elevations and sea level rise estimates, along with their potential impact to the system, will be considered from the perspective of pump station operations and for environmental permitting.

If a storm drain model is available, Schaaf & Wheeler will review the model for capacity limitations within each storm drain system. The 1-year 1-hour storm event will be developed within the existing model to determine trash flow rates. If no modeling is available, Schaaf & Wheeler will conduct a simple, rational equation based hydraulic analysis of each watershed to develop bypass (ex. 10-year) and 1-year flow rates at the FCS locations. These flow rates, in addition to the as-built or GIS information at the potential project sites will be used to determine deficiencies (hydraulic grade) in the storm drain pipe or channel at the FCS location during the bypass event.

A brief environmental constraints analysis will be conducted for each FCS site as part of the Feasibility Study. This will include initial desk top evaluations and a reconnaissance level site visit to assess presence/absence of cultural, aquatic, biological, drainage, solid waste disposal/access, land use, scenic, and other potential environmental constraints. Performing this work as part of the feasibility study ensures the selected site and final design have considered environmental resources and included practical avoidance, minimization, or mitigation measures to streamline environmental documentation or permits should they be required.

Coordination with state approved FCS device manufacturers will occur for both locations to develop a range of up to four (4) device types for each location. This includes obtaining device sizes, maintenance information, head loss, tidal

impacts due to tailwater, local examples of installations, and costs. Consideration will be given to dewatering necessary for maintenance. A preliminary engineering cost estimate will be prepared for up to four (4) device options at each project location.

Up to two (2) 35% schematic design drawings will be prepared for the most highly recommended device types and locations. The schematic design and all above information will be summarized in a draft feasibility study.

A meeting will be held with the City to discuss the draft feasibility study: FCS device options and locations, including hydraulics, ease of maintenance, environmental impacts, proven installations, and cost. Schaaf & Wheeler will recommend a device and location per the 35% schematic drawings, but all feasible options will be presented to assist the City in selecting a preferred device location and type.

A Final Feasibility Analysis memorandum with selected project location and type identified will be developed based on one set of compiled comments from the stakeholders.

Deliverables:

- *One (1) project kick-off and scoping meeting; including meeting agenda and minutes*
- *One (1) in-person field visit to both project locations*
- *Draft Feasibility Analysis memorandum*
- *One (1) meeting to discuss the draft feasibility study; including meeting agenda and minutes*
- *Final Feasibility Analysis memorandum*

Assumptions and Exclusions:

- *Excludes pump station condition assessment*
- *Assumes existing storm drain modeling is available on a publicly available platform, or other platform that does not incur cost associated with a new license. If not available, this scope excludes the development of system-wide storm drain modeling. This is available to be scoped separately should the project location warrant the effort due to pump station impacts and/or impacts to a deficient upstream system.*

Task 3: Design

3.1 Field Investigations

Geotechnical Investigation: One (1) geotechnical boring will be completed at the selected site of the FCS. The boring will be advanced at least 5' below the bottom of the proposed device to a maximum depth of 35 feet. This task includes required local drilling permits and bore hole backfilling per local standards. Based on preliminary locations, an encroachment permit and traffic control are not anticipated. Geotechnical design recommendations will be provided, including bedding, anchoring, and backfilling the device, as well as recommendations for temporary shoring. The geotechnical investigation report will include a description of site soils and regional geology necessary to support permit applications in Task 4.

Topographic Survey and Boundary Research: A topographic survey will be conducted at the project site to determine ground surface information. Manholes will be dipped, and wet and dry utilities will be mapped based on research requests and USA markings. Utility research will be performed, local agencies will be coordinated with to confirm available utility information to be included in the base map. Property line research will be performed, and title report will be obtained. The resulting right-of-way and easement information will be located on the topographic survey. Topographic survey will be performed on a known datum.

Utility Locating: Both USA and private underground utility locating will be performed at the selected project site. This includes potholing up to five (5) underground utilities adjacent to the proposed device to determine exact location, depth and size. This includes pothole backfilling per local standards. This excludes traffic control and encroachment

permits as it is assumed the potholes will be located off of the City roadway right-of-way. Private underground utility locating will be performed prior to geotechnical boring and site survey.

Deliverables:

- *Topographic ground survey in CAD and PDF format*
- *Boundary Research and property line delineation based on research in CAD and PDF format*
- *Utility research results and coordination letters*
- *Geotechnical Investigation report including boring logs*
- *Potholing report*

Assumptions and Exclusions:

- *Does not include a boundary survey.*
- *Excludes shoring design, which is assumed to be completed by the contractor. Shoring recommendations and specifications are included in this scope.*
- *Assumes the site will be on publicly owned property, property acquisition excluded*
- *Traffic control plans and encroachment permits*
- *Environmental sampling of soils excluded*

3.2 Design Documents

A site visit will be conducted at the selected location after the topographic survey and right of way research to review the location for utility conflicts, drainage, dewatering and/or access for maintenance, accessibility, potential environmental impacts, and constructability.

65% Design: design plans will be developed on 22"x34" titleblock provided by the City. This will include the topographic survey. A technical specification outline will be developed following Caltrans standards. A construction cost estimate will be developed. This includes development of a draft design report which includes hydraulic and device sizing calculations, as well as the design of the system for dewatering for maintenance as necessary.

This includes the following construction sheets:

- Title Sheet
- Notes
- Plan and Profile
- Details
- Erosion Control
- Traffic Control

95% Design: design plans will be developed, including comments by stakeholders on the 65% plans. Includes written response to comments. The geotechnical study recommendations will be incorporated as well as potholing data. This includes development of 95% specifications per Caltrans standards as provided by the City. The design report and cost estimate will be updated.

100% Design: design plans will be developed, including comments by stakeholders on the 95% plans. Includes written response to comments. This includes development of 100% specifications and schedule of bid items and quantities. Includes review of the design by geotechnical engineer. The design report and cost estimate will be updated. Includes written response to comments.

Bid Set: Final bid set will be developed, incorporating all comments on the 100% set.

Deliverables

- *One (1) site visit with City*
- *65%, 95%, 100% Design documents (CAD, PDF, word, excel)*

- *Stamped and Signed Bid Documents in electronic format*

Assumptions and Exclusions:

- *Excludes development of a SWPPP. Assumed to be included as a front-end specification requirement for the contractor.*
- *Excludes post construction water quality treatment as it is assumed not to be needed*
- *Excludes development of the front-end specification which is assumed to be completed by the City except for the schedule of bid items.*
- *Assumes the City will be responsible for coordinating any necessary utility relocation*
- *Assumes the device will be pre-cast and no structural engineering consultant services are needed*

Task 4: Environmental Documentation

Based on the results of Tasks 1-3, the consultant will work with the City to determine what federal, state, and local permits are specifically required for the proposed project, and if further technical studies are required (such as an aquatic resources delineation) to support such permits, and if the Project is excluded from using a Categorical Exemption (CE) per CEQA Guidelines Section 15300.2. If additional technical studies, CEQA analysis (Initial Study/Mitigated Negative Declaration, IS/MND) and permits cannot be avoided, any additional work will be scoped at this time.

For the purposes of developing this scope of work it is assumed the Project will qualify for one or more categorical exemptions per CEQA Guidelines Sections 16301, 15302, 15303, and/or 15304, and no permits will be required.

NCE can provide noticing, filing, and assistance with staff reports and resolutions as needed by the City. The consultant will prepare for and assist the City with a presentation at one Marin Project Coordination meeting, if needed.

Deliverables:

- *Notice of Exemption and Administrative Record*
- *Depending on the extent of environmental issues at the preferred location, optional attendance and presentation at one Marin Project Coordination meeting*

Assumptions and Exclusions:

- *Excludes NEPA documentation, available at request of the City to be scoped separately*
- *The CEQA Environmental Document will be a CE. If site resources or project impacts require a higher level of CEQA compliance, see Task 8 (optional)*

San Rafael MCSTOPPP Full Trash Capture Device Project Fee September 22, 2020		Schedule of Hours and Rates by Task					NCE (Environmental Consultant)	Kier & Wright (Surveyors)	Cal Eng & Geo (Geotechnical Engineers)	BessTest Labs (Pothing)	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	8	16	0	0	\$ 5,520	\$ 1,125	\$ -	\$ -	\$ -	\$ 113	\$ 6,758
1	Coordination & Project Management	2	10			\$ 2,730	\$ 1,125				\$ 113	\$ 3,968
2	Three (3) Progress Meetings	6	6			\$ 2,790					\$ -	\$ 2,790
Task 2	Feasibility Analysis	2	18	18	32	\$ 13,550	\$ 11,465	\$ -	\$ -	\$ -	\$ 1,147	\$ 26,162
1	Site Visits & Data Base Searches		2	2		\$ 830	\$ 4,870				\$ 487	\$ 6,187
2	35% Schematic Drawings		4		32	\$ 6,500					\$ -	\$ 6,500
3	Draft Feasibility Study	1	8	12		\$ 4,320	\$ 5,335				\$ 534	\$ 10,189
4	Final Feasibility Study	1	4	4		\$ 1,900	\$ 1,260				\$ 126	\$ 3,286
Task 3	Design Development	8	48	108	68	\$ 45,140	\$ -	\$ 14,700	\$ 24,000	\$ 9,095	\$ 4,780	\$ 97,715
1.1	Geotechnical Investigation		2			\$ 450			\$ 24,000	\$ 1,400	\$ 2,540	\$ 28,390
1.2	Topographic Survey and Boundary		2			\$ 450		\$ 12,000			\$ 1,200	\$ 13,650
1.3	Utility Locating		2			\$ 450		\$ 2,700		\$ 7,695	\$ 1,040	\$ 11,885
2.1	65% Design Documents	2	16	40	40	\$ 18,680					\$ -	\$ 18,680
2.2	95% Design Documents	2	10	32	12	\$ 10,910					\$ -	\$ 10,910
2.3	100% Design Documents	2	8	20	8	\$ 7,480					\$ -	\$ 7,480
2.4	Bid Plans, Estimate and Specifications	2	8	16	8	\$ 6,720					\$ -	\$ 6,720
Task 4	Environmental Documentation	0	2	0	0	\$ 450	\$ 4,055	\$ -	\$ -	\$ -	\$ 406	\$ 4,911
1	CEQA CE and no permits		2			\$ 450	\$ 4,055				\$ 406	\$ 4,911
TOTAL		18	84	126	100	\$64,660	\$16,645	\$14,700	\$24,000	\$9,095	\$6,444	\$ 135,544