

**CITY OF FORT BRAGG  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
SCHAAF & WHEELER**

THIS AGREEMENT is made and entered into this [REDACTED] day of November, 2024 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and SchAAF & Wheeler, a California corporation 250 Bel Marin Keys Boulevard Bldg A, Ste 205 Novato, CA 94949 (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to Design services for the Storm Drain Trash Capture Devices, Phase 1 - 30% Conceptual Design and grant submittal, as more fully described herein; and

B. WHEREAS, Consultant represents that it is a “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

E. WHEREAS, the legislative body of the City on November 25, 2024 by Resolution No. [REDACTED] authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Work. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and

circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION, BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed Fifty Six Thousand One Hundred Thirty Five Dollars (\$56,135.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of work specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Work," an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. The City Manager may approve contract change orders not exceeding a total of 10% of the approved contract or up to the contingency amount

whichever amount is less for any one project.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but not more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of final payment.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by February 28, 2025. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and expire on May 28, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least ten (10) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such

termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement, such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to,

finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 20 01 04 13, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City Clerk the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability

of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City Clerk before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the City nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified,

to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as **Exhibit B** and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.



Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be Chantell O'Neal. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant designates Robin Lee as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:  
Caitlin J. Tharp  
Schaaf & Wheeler  
250 Bal Martin Keys Blvd. Bldg  
A, Ste 205  
Novato, Ca 94949  
Tel: 408-246-4848

IF TO CITY:  
City Clerk  
City of Fort Bragg  
416 N. Franklin St.  
Fort Bragg, CA 95437  
Tel: 707-961-2823  
Fax: 707-961-2802

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Mendocino County, California. Consultant agrees to submit to the

personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless.

If Consultant is not a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

If Consultant is a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not

be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraph and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of

the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.27. Use of Recycled Paper Products. In the performance of this Agreement, Consultant shall use paper products and printing and writing paper that meets Federal Trade Commission recyclability standards as defined in 16 CFR 260.12.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY

CONSULTANT

By: \_\_\_\_\_  
Isaac Whippy  
Its: City Manager

By: \_\_\_\_\_  
Caitlin J. Tharp, PE  
Its: Vice President

ATTEST:

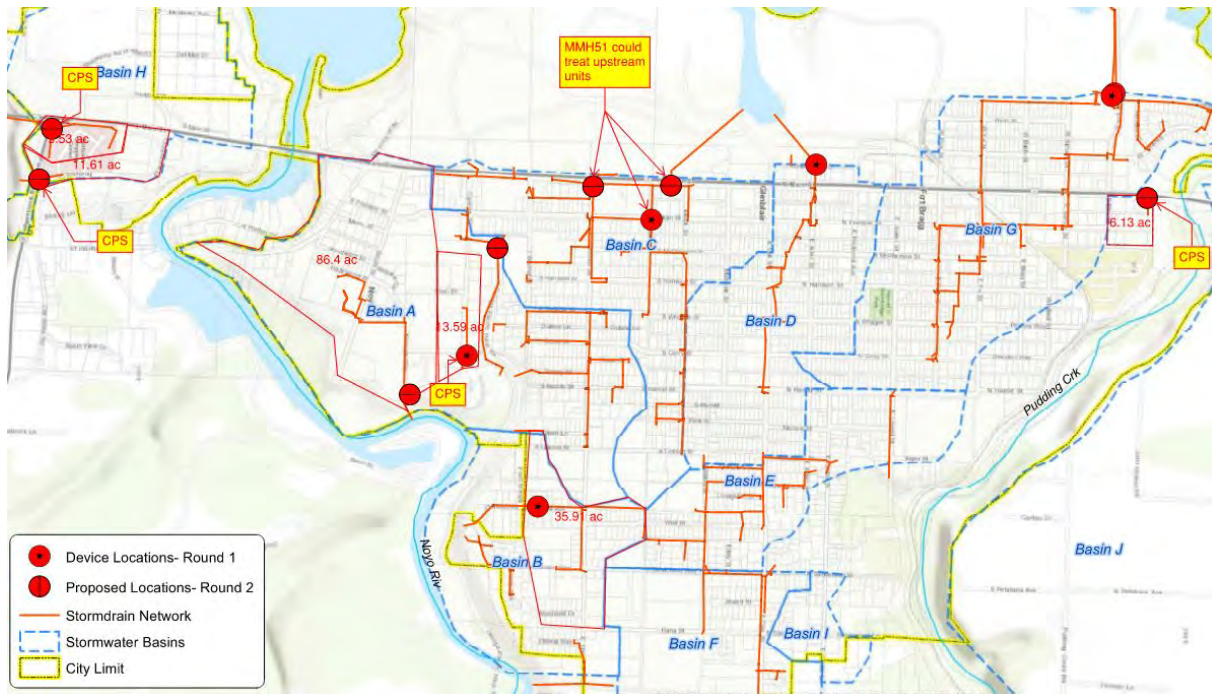
By: \_\_\_\_\_  
Amber Weaver  
Acting City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Baron J. Bettenhausen  
City Attorney

## Scope of Work

The proposed scope builds off work already completed under the direction of the City with the end goal of producing two separate biddable plan sets for the installation of State Board-approved trash capture devices to treat all of the City’s priority land uses. We believe it may be feasible to install a single inlet based small trash capture device in lieu of a large device at up to four of the sites due to the relatively small drainage area and collector pipe sizes (sites M201M, M202M, MM50, and J303D). It also may be feasible to combine three of the sites into one large device at the confluence of the systems at Maple and Highway 1, as noted in the image below. If both cost-saving measures are deemed feasible, the final design would include six large devices and four small devices.



The fee and schedule are separated to provide preliminary work to get to the grant application in January of 2025 under Phase I. The secondary portion of scope designated Phase II is to develop design documents as two separate bid packages. This scope is intended to be flexible, to identify where savings may be possible during preliminary design, while including sufficient scope to cover the design of up to six large-scale devices and four small devices. If a greater number of large devices are needed based on the preliminary work, the fee can be adjusted accordingly. Based on the drainage areas of the large devices identified, we estimate using the average of recent bid results in California: a construction cost of \$2.8M based on 2023 dollars with no contingency as detailed in the following table. Assuming the high end of the recent bid results, the construction cost may be up to \$4.5M.

Inlet ID	Street Name	Device Type	Construction Cost Estimate (Average)
J306D	Kemppe	Large	\$458,000
J303D	Cypress	Small - CPS	\$2,250
DI313	Minnesota	Large	\$190,000
MMH51	Maple	Large	\$678,000
NM45	Hazel	with MMH51	
MM17	Chestnut	with MMH51	
G216	Alder	Large	\$549,000
MM36	Elm	Large	\$461,000
MM37	Elm	Large	\$461,000
MM50	Manzanita	Small - CPS	\$2,250
M202M	Boatyard	Small - CPS	\$2,250
M201M	Highway 20	Small - CPS	\$2,250
		<b>TOTAL</b>	<b>\$2,800,000</b>

The following table is used to summarize the level of effort and number of sites assumed for this scope and fee. Updating the master plan hydraulic model to include the trash capture devices will allow for the determination of impacts to hydraulic grade line and upstream flooding. These impacts may be acceptable to the City or may require mitigation. Mitigation measures will be recommended, which may include offline systems, bypass pipes, upsizing pipes, or alternative trash capture systems.

Inlet ID	Street Name	Device Type	Hydraulic Modeling	Topographic Survey and Utility Research	Potholing	Geotechnical Investigation
J306D	Kemppe	Large	X	X	X	X
J303D	Cypress	Small - CPS				
DI313	Minnesota	Large	X	X	X	X
MMH51	Maple	Large	X	X	X	X
NM45	Hazel	with MMH51				
MM17	Chestnut	with MMH51				
G216	Alder	Large	X	X	X	X
MM36	Elm	Large	X	X	X	X
MM37	Elm	Large	X			
MM50	Manzanita	Small - CPS				
M202M	Boatyard	Small - CPS				
M201M	Highway 20	Small - CPS				

### Task 1: Project Management

- Schaaf & Wheeler will prepare and lead an in-person project kick-off meeting with the City to discuss and review:
  - Project background, goals, constraints, and approach.
  - Project reporting/communication protocols/coordination.
  - Project schedule.
  - Critical/high-priority scope.
- An electronic project design schedule (baseline and monthly progress updates) will be provided in searchable PDF format at each milestone and progress meeting. The schedule (included herein) incorporates a three-week period for each City submittal review.



- Schaaf & Wheeler will schedule and lead regular coordination and progress meetings with the City. This includes agenda, meeting minutes, and presentations (as necessary) for all meetings for the duration of the project. It is anticipated that there will be monthly coordination meetings as well as additional design meetings to specifically discuss construction document packages.

#### *Task 1 Deliverables:*

Schaaf & Wheeler will submit all meeting agendas and presentations to the City at least two days before meetings, and all meeting minutes will be submitted within five working days following each meeting. City comments will be incorporated, and final minutes will be published for distribution and record.

### **Task 2: Data Gathering and Analysis**

- Schaaf & Wheeler will gather, review, and understand information on the City's previous planning and design efforts for the project, including a detailed review of all associated reference documents (Attachments and OARs).
- Schaaf & Wheeler will conduct site visits and field assessments to evaluate existing conditions at each of the 12 proposed locations. This is expected to occur after data gathering and prior to development of concept designs and device alternatives.
- Schaaf & Wheeler will review all relevant records of existing utilities including review of record drawings, property boundaries, and right-of-way, environmental and geologic information, as well as document physical conditions, features, and constraints within each area of the project.
- Schaaf & Wheeler will review existing conditions of each device location and the integrity of each pipeline within the proposed "construction site area" and consider the "best options" for device selection. This field meeting will occur, ideally with the City maintenance staff, after the device alternatives have been analyzed for each site. The meeting will also review maintenance access, type, constraints and solutions to device placement. Consideration will be given to construction and maintenance access and solutions.
- An independent review of all provided reference documents will be done to either confirm the design recommendations or suggest alternatives. Alternative recommendations will be identified and discussed early in the design. At a minimum, Schaaf & Wheeler's review will include the following:
  - Analyze existing data including storm drain maps, storm drain master plan, and 100% trash capture (plan, goals, requirements) logic for selecting specified locations.
  - Verify that the selected locations are sufficient to capture 100% of the trash generated and transported from the priority land use areas in the City.
  - Identify potential utility conflicts and concerns. Utility research will be performed at six separate locations per the above table.
  - Evaluate hydrology concerns.
  - Ensure the sufficiency of the existing infrastructure to support the installation of devices in suggested locations. This includes non-destructive visual evaluation of pipe condition where accessible from adjacent structures.
  - Compare and contrast at least three device types for inclusion in this project.
  - Evaluate maintenance requirements for proposed devices to ensure maintenance obligations can be met using the equipment already owned by the City and the locations will be easily accessible for maintenance activities.
  - Identify performance metrics that should be considered for the development of a monitoring plan to analyze the performance of trash capture devices.

**Task 2 Deliverables:**

Schaaf & Wheeler will summarize the results of this task (and elements from Task 3 as applicable) into a Technical Memorandum (TM) and submit as one electronic copy (searchable pdf), for City review. City comments will be incorporated into the final technical memorandum. The memorandum will include results from Task 4.1.

**Task 3: Investigations****3.1: Surveying and Utility Potholing**

- Cinquini & Passarino will perform fieldwork to determine topography, elevations, stationing, limits, and quantities for construction. Survey data will be detailed enough to accurately predict and preserve drainage and linear connections between adjacent private properties and existing sidewalks, streets, and alleys. Survey will be provided on NAVD1988 vertical datum and California Coordinate System of 1983 Zone 2. Topographic survey will occur at five locations per the table above. A boundary survey is not included, and property lines will be shown based on record information. This assumes all five locations are surveyed under one notice to proceed and are not phased.
- Research existing utilities at the five project sites. This includes public record research and utility companies identified by USA north. Includes sending utility company letters. Scope includes surveying utility markings from USA and plotting on the topographic survey.
- Pothole locations will be determined where utility conflicts are probable based on existing data. Potholing data will be used to design the relocation of shallow and conflicting utilities (if necessary). This scope assumes three potholes at each of five sites for a total of fifteen under one phase. Potholes will be surveyed to ensure locations are accurately plotted on the design drawings. Includes backfilling potholes with native materials and patched with cold patch.

**Task 3.1 Deliverables:**

Results of all surveying activities will be incorporated into the final contract documents. The results of all potholing activities will be summarized in a report or technical memorandum submitted to the City. We will submit one electronic copy (searchable pdf) for City review. City comments will be incorporated into the final report or technical memorandum

**3.2: Geotechnical Investigation**

- Our team will review background information, including readily available geotechnical reports, geologic maps, and aerial photographs. Reese Geotechnical Engineering will perform subsurface exploration to approximately 30 feet deep to evaluate the current geotechnical conditions and analyze soil samples at five distinct site locations (assuming locations MM36 and MM37 can utilize one boring). They will perform geotechnical laboratory testing and prepare a report presenting a summary of the field and laboratory data. The report will include geotechnical recommendations for earthwork/site preparation, design and construction, drainage, and other pertinent geotechnical considerations. The scope includes preparation of no-fee encroachment permit applications and traffic control. It excludes corrosion testing, soil chemistry, mold and soil or groundwater contamination testing. This assumes all five locations are surveyed under one notice to proceed and are not phased.

**Task 3.2 Deliverables:**

Reese will summarize results and recommendations into a report. City comments will be incorporated. One electronic copy of the final geotechnical report will be submitted. The results of the geotechnical investigation will be incorporated into the final contract documents.

**Task 4: Preliminary Design and Trash Capture Device Selection****4.1: Device Selection**

- Schaaf & Wheeler will recommend full trash capture devices appropriate for each location. These may include continuous deflective separation systems, pipe screens, netting trash traps, or other proprietary methods.
- The selected device(s) will remove trash down to 5mm and have a design treatment capacity that is either a) of not less than the peak flow rate,  $Q$ , resulting from a one-year, one-hour storm in the sub-drainage area, or b) appropriately sized to, and designed to carry at least the same flows as, the corresponding storm drain without bypassing trash below this threshold.
- A hydrologic and hydraulic model will be prepared for each of the storm drain networks for the six large devices assuming the storm drain master plan model can be provided in digital format. Hydrology will be based on the rational method, as previously calculated and reviewed for accuracy by Schaaf & Wheeler. Pre-project and post-project scenarios will be modeled for the 10-year storm event to identify if the trash devices proposed result in unacceptable impacts to hydraulic grade, as determined in discussion with the City. If so, different trash devices may be recommended, or mitigation measures. These model results will be included in the technical memorandum developed under Task 2.
- All capture devices proposed for this project will be full gravity flow systems.
- Considerations will include device maintenance and access for cleaning.
- Selected devices will be certified by the State Water Quality Control Resources Board.
- Proposed trash capture devices will meet all regulatory requirements.
- Schaaf & Wheeler will provide 30% preliminary designs based on an aerial background for all proposed locations (six large and four small) based upon the criteria evaluated in previous tasks. These concept designs are anticipated to provide sufficient information to develop a cost estimate for grant application. 30% cost estimates will be developed.
- Federal funds may be used for project construction so the proposed devices and all construction documents will be compatible with federal guidance including manufacturing requirements for Build American Buy American (BABA).
- Specific operation requirements necessary to ensure the adequate performance of the HFC Devices will be approved by the project manager before the final device selection.

**4.2 Trash Capture Sculpture**

Martin/Martin will provide professional recommendations and specifications regarding the design and installation of a trash capture sculpture as part of the overall project. Specifically, the team will:

- Recommend the appropriate style, size, and placement for the sculpture to ensure both aesthetic appeal and functionality in capturing trash.
- Provide detailed specifications for foundation and anchoring of art and manufacturing, material specifications and durability requirements to ensure the sculpture can effectively capture debris as small as 5 mm and withstand environmental conditions, including wind, hydrostatic, seismic, and storm events. This assumes no geotechnical boring will

be needed and prescriptive design values will be used for lightweight structures per the California Building Code.

- Assess whether the sculpture must comply with the BABA requirements. If applicable, ensure recommendations meet these standards.
- Where possible, recommend a local artist for the sculpture's manufacture, in accordance with FBMC 3.20.100.

*Task 4.1 – 4.2 Deliverables:*

- Plans, specifications table of contents, and engineer's construction cost estimates will be submitted at 30% design level for City review. All submittals will be provided as searchable PDF files.
- Provide technical parameters to be included in a Request for Quotes (RFQ) for the procurement of the sculpture. The City will issue an RFQ separately from the construction contract, though installation of the sculpture will be the responsibility of the contractor. The RFQ will be prepared and issued by the City following receipt of technical specifications from the consultant. Scope includes reviewing responses to RFP and coordination with local artist on the execution of the sculpture.

## **Task 5: Final Design and Contract Documents**

### **5.1: General**

- The principal design components of this project will include all proposed project elements based on the results from Tasks 2, 3, and 4 listed above. This scope assumes there will be two separate bid packages occurring with two different schedules.
- Schaaf & Wheeler will coordinate with all local utilities and agencies including electric, television, gas, water, sewer, etc. for accurately identifying all utility locations within project areas. All existing and proposed utilities, facilities, and appurtenances will be identified on the plans.
- Cost estimates will be developed that are sufficiently detailed and formatted to be incorporated into the contract bidding sheets.
- An analysis of the project construction schedule will be conducted to determine the number of total estimated working days necessary for project construction.
- The project will be designed to meet Stormwater Management Measures established by the Phase II Municipal Separate Storm Sewer System (MS4) and State Construction General Permit (CGP) as appropriate. A SWPPP is not anticipated to be needed for any of the sites. CGP compliance requirements will be concluded in the bid package through the technical specifications sections.

### **5.2: Encroachment Permit Documents**

- Up to five of the proposed devices are to be located in the Caltrans ROW. Technical supporting materials necessary to obtain encroachment permits will be prepared for each site located within the state ROW.

### **5.3: Maintenance Plan**

Schaaf & Wheeler will prepare a maintenance plan for the selected devices. The plan will include:

- The cleaning and maintenance plan will be submitted to and reviewed by the City's maintenance team.
- Dewatering and confined space requirements will be clearly articulated in the maintenance plan. Equipment to aid in dewatering will be included in the design drawings where appropriate (i.e., slide gates or stop logs for flow isolation).
- Maintenance planning will incorporate considerations for locations that require special/additional considerations to access and maintain including site-specific traffic control plans.
- Any additional specific operation or maintenance activities necessary to ensure the adequate performance of the HFC devices will be included in the maintenance plan.
- The maintenance plan will include a cleaning schedule and disposal plan.
- Expected maintenance cost for each device including time, equipment, and materials will be provided.
- Warranty and parts ordering information will be contained within the maintenance plan.

#### **5.4: Construction Documents**

- Construction documents will comply with Federal, State, and City Standards, and contract language will meet labor compliance provisions and funding source requirements.
- The City will prepare the contract portion of the bid documents, and the consultant will prepare the technical specifications section.
- Consultant will prepare contract bid documents consisting of detailed design plans, specifications, and engineer's estimates.
- Plans, specifications, and estimates (PS&E) construction documents will be completed to allow advertisement for construction in late winter to ensure a competitive bidding environment. This scope and fee assumes six large devices and four small devices, submitted as two separate bid packages.

##### *Task 5.1 – 5.4 Deliverables:*

- Anticipated number of project working days.
- Caltrans Encroachment Permit technical support material.
- Final maintenance plan: The maintenance plan should be an iterative submittal throughout the design work, with draft versions submitted to staff beginning with the technical memorandum in deliverable 2, after the submittal of deliverable 4, and the final plan with deliverable 5.
- Plans, specifications, and engineer's estimates will be submitted for City review at the 75% and 100% progress levels. At each design level, the consultant will submit electronic searchable copies of all documents. The 100% submittal will also include three full-sized printed plan sets signed by a California engineer. There will be two separate construction document packages, proceeding at different schedules.

#### **Task 6: Support During the Bid Period**

- During the bid period, Schaaf & Wheeler will provide timely responses to bidder requests for information (RFI), document questions and responses, and prepare addendums if necessary. This scope assumes two separate bid periods for the two construction document packages.

*Task 6 Deliverables:*

Responses will be in memorandum format and returned to the City along with the initial RFIs. The City will forward the information to the plan holders and bidders.

**Task 7: Support During Construction**

- Schaaf & Wheeler will provide construction support services requested by the City on a time and materials basis.

*Task 7 Deliverables:*

During the construction period, Schaaf & Wheeler will respond to the contractor's RFIs, attend construction meetings if requested by the City, review the contractor's submittals, and make design modifications.

# Budget and Schedule of Charges

	Hourly Rates	Principal Project Manager	Senior Project Manager	Senior Engineer	Assistant Engineer	CAD Designer	Schaaf & Wheeler Total	Reese Geotechnical	C&P Topo and Utilities	Martin and Martin Structural	10% Markup	Total
<b>Task 1   Project Management</b>												
1.1 Prepare and Lead Project Kick-Off Meeting	0	5	1	0	3	0	\$2,015	\$0	\$0	\$0	\$0	\$2,015
1.2 Provide Schedules			1		1		\$485				\$0	\$485
1.3 Coordination and Progress Meetings			3		2		\$280				\$0	\$280
<b>Task 2   Data Gathering and Analysis</b>												
2.1 Gather, Review, and Understand Information From Previous Planning and Design Efforts	0	14	0	0	24	0	\$8,840	\$0	\$0	\$0	\$0	\$8,840
2.2 Site Visits and Field Assessments		1	6	4	4		\$1,100				\$0	\$1,100
2.3 Review Relevant Records of Existing Utilities		1	6	6	6		\$2,910				\$0	\$2,910
2.4 Review Existing Conditions of Each Device Location and Integrity of Each Pipeline		4	4	4	4		\$1,940				\$0	\$1,940
2.5 Complete Independent Review of All Provided Reference Documents		2	6	12	4		\$1,380				\$0	\$1,380
<b>Task 4   Preliminary Design and Trash Capture Device Selection</b>												
4.1 Device Selection, Hydraulic Model and Technical Memorandum	2	6	12	72	72	0	\$20,110	\$0	\$0	\$0	\$0	\$20,110
4.2 Trash Capture Sculpture	2	6	12	72	72		\$20,110				\$0	\$20,110
<b>Task 5   Design</b>												
5.1 30% Concept Drawings	0	24	6	72	72	12	\$25,170	\$0	\$0	\$0	\$0	\$25,170
5.4 30% Concept Drawings		24	6	72	72	12	\$25,170				\$0	\$25,170
<b>PHASE I   Conceptual Design and Grant Submission</b>												
	2	49	18	171	171	12	\$56,135	\$0	\$0	\$0	\$0	\$56,135
<b>Task 1   Project Management</b>												
1.2 Provide Schedules	0	20	0	4	4	0	\$6,420	\$0	\$0	\$0	\$0	\$6,420
1.3 Coordination and Progress Meetings		5					\$1,400				\$0	\$1,400
<b>Task 3   Investigations</b>												
3.1.1 Topographic Survey and Right of Way	0	10	0	20	4	0	\$6,900	\$38,000	\$133,415	\$0	\$17,142	\$195,457
3.1.2 Utility Research and Markings		2			5		\$1,565		\$41,516		\$4,152	\$47,253
3.1.3 Potholing		2			5		\$1,565		\$43,811		\$4,381	\$49,777
3.2 Geotechnical Investigation		2			5		\$1,565	\$38,000	\$48,098		\$4,809	\$54,482
<b>Task 4   Preliminary Design</b>												
4.2 Trash Capture Sculpture	0	2	0	4	4	0	\$1,380	\$0	\$0	\$5,000	\$500	\$6,880
<b>Task 5   Final Design and Contract Documents</b>												
5.1 Utility Coordination	8	128	10	476	476	64	\$149,930	\$4,000	\$0	\$0	\$400	\$154,330
5.2 Encroachment Permit Documents		3		12	12		\$3,300				\$0	\$3,300
5.3 Maintenance Plan		2		32	4	4	\$7,840				\$0	\$7,840
5.4 75% Construction Documents		3		24	6	6	\$6,840				\$0	\$6,840
5.4 100% Construction Documents	4	48	4	192	24	24	\$59,360				\$0	\$59,360
5.4 Final Bid Documents	2	36	4	180	18	18	\$51,850	\$4,000			\$400	\$56,250
<b>Task 6   Support During the Bid Period</b>												
Respond to RFIs and Prepare Addendums	0	0	0	0	0	0	\$18,660	\$0	\$0	\$0	\$0	\$18,660
<b>Task 7   Support During Construction</b>												
Construction Support per time and materials Request	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
<b>PHASE II   Design Drawings and Construction</b>												
	8	160	10	504	64	64	\$183,290	\$42,000	\$133,415	\$5,000	\$18,042	\$400,407
<b>PROJECT TOTAL</b>	10	209	28	675	76	76	\$239,425	\$42,000	\$133,415	\$5,000	\$18,042	\$456,542

**EXHIBIT B**  
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**