

A G E N D A
SPECIAL MEETING
SAN RAFAEL SANITATION DISTRICT
BOARD OF DIRECTORS
TUESDAY – MAY 10, 2016 - 3:30 P.M.
SAN RAFAEL CITY HALL
1400 FIFTH AVENUE – CDD CONFERENCE ROOM – 2ND FL.
SAN RAFAEL, CALIFORNIA 94901

Members of the public may speak on Agenda items.

1. OPEN PERIOD

Opportunity for the public to address the Board on items not on the agenda.
(Presentations are generally limited to 2 minutes.)

2. MINUTES OF THE MEETING

Request approval as submitted – April 14, 2016.

3. PAYMENTS

Request approval as submitted.

4. OLD BUSINESS

None scheduled.

5. NEW BUSINESS

- a. Report on bid opening for the Sun Valley Sewer Replacement Project, Phase 2, and adopt resolution to award contract.
- b. Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with California CAD Solutions, Inc., for sewer billing review, analysis, and automation services.

6. INFORMATIONAL ITEMS

7. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS

8. ADJOURNMENT

The next scheduled meeting is Thursday, June 9, 2016.



SAN RAFAEL SANITATION DISTRICT
Minutes of the Meeting
April 14, 2016

Regular Meeting

City of San Rafael
Conference Room 201
1400 Fifth Avenue
San Rafael, CA 94901

The meeting was called to order at 3:40 P.M. by Chairman Phillips.

Attendance Board: Gary O. Phillips, Chairman
Katie Rice, Director

Attendance Staff: Doris Toy, District Manager/District Engineer
Karen Chew, Senior Civil Engineer
Cynthia Hernandez, District Secretary

1. **OPEN PERIOD** - No persons were present to address the Board.

2. **MINUTES OF MARCH 10, 2016.**

MOTION by Director Rice, seconded by Chairman Phillips, to approve the minutes of the March 10, 2016, meeting as presented.

AYES: Director Rice, Chairman Phillips

NOES: None

ABSENT: Director Bushey

Motion Carried

3. **PAYMENTS**

MOTION by Director Rice, seconded by Chairman Phillips, to approve the payments for March 2016 in the amount of \$1,192,360.62 for maintenance and operation of the District and for capital improvements.

AYES: Director Rice, Chairman Phillips

NOES: None

ABSENT: Director Bushey

Motion Carried

4. **OLD BUSINESS**

None.

5. NEW BUSINESS

- a. **Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Miller Pacific Engineering Group for geotechnical observation and testing services for the Lincoln Avenue Sewer Improvement Project, Paloma Avenue to Prospect Drive, for an amount not to exceed \$45,000.**

District Manager Toy reported that the District had awarded the contract for this project to Cratus, Inc., last month. She reported that the next step is to obtain a geotechnical engineer for the observation and testing portion of the project. She also reported that because Miller Pacific had already done the soil investigation for the design of this project, the District had requested them to submit a proposal for the construction portion of the project. Manager Toy then reported that Miller Pacific had submitted a proposal to perform the geotechnical observation and testing services for an amount not to exceed \$45,000 and recommended that the Board accept this proposal.

MOTION by Director Rice, seconded by Chairman Phillips, to adopt the resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Miller Pacific Engineering Group for geotechnical observation and testing services for the Lincoln Avenue Sewer Improvement Project, Paloma Avenue to Prospect Drive, for an amount not to exceed \$45,000.

AYES: Director Rice, Chairman Phillips

NOES: None

ABSENT: Director Bushey

Motion Carried

- b. **Review Budget Status Report for the period 10-1-15 through 12-31-15.**

District Manager Toy first reviewed the revenue section of the Budget Status Report. She reported that the District had received a little more than half of the annual sewer user fee monies in December of 2015. She also reported that out of the \$33,000 received for sewer connection fees, approximately \$30,000 had come from Marin Academy for their new science building. Next Manager Toy reviewed the expenditure section of this report. She reported that the budget for the contract with the City of San Rafael was on schedule. She then reviewed the budget for the capital improvement projects. She reported that the Warner Court/Woodland Place Project had been completed with \$65,000 remaining; the Sun Valley Project, Phase I, is currently complete and within budget; the Lincoln Avenue, Mission to Paloma, Project is also complete with \$169,000 remaining; and the H Street Project (combined City & District project) was underestimated by \$15,835, but the District may receive approximately \$23,000 from PG&E for the construction delay due to a gas transmission line that was in conflict with this project.

MOTION by Director Rice, seconded by Chairman Phillips, to accept the Budget Status Report for the period 10-1-15 through 12-31-15.

AYES: Director Rice, Chairman Phillips

NOES: None

ABSENT: Director Bushey

Motion Carried

- c. **Adopt resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with Park Engineering, Inc., for additional inspection related services for various projects.**

District Manager Toy reported that back in December, the District had entered into an agreement with Park Engineering for inspection related services for various projects on a time-and-materials basis for \$47,871. She reported that these services were mostly for the Sun Valley Sewer Replacement Project, Phase I, on a part-time basis. She also reported that these services were full time during the month of January when the District Inspector was on vacation for a month. Next, Manager Toy reported that the District will need additional inspection services for this year's construction projects since the District Inspector will be out during the months of June, July, and possibly some of August for medical reasons. She then reviewed a table showing the proposed inspection staffing schedule and the various projects to be inspected. Manager Toy reported that Park Engineer had submitted a proposal to perform the additional inspection related services on a time-and-materials basis for an amount not to exceed \$119,000 and recommended that the Board accept this proposal. The Board and staff then discussed the various tasks involved in project inspections and the benefits of having a full-time inspector.

MOTION by Director Rice, seconded by Chairman Phillips, to adopt the resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with Park Engineering, Inc., for additional inspection related services for various projects.

AYES: Director Rice, Chairman Phillips

NOES: None

ABSENT: Director Bushey

Motion Carried

6. INFORMATIONAL ITEMS.

- a. **Marin County Civil Grand Jury Report: 2015-16 Web Transparency Report Card, "Bringing Marin County's Local Governments to Light."**

District Manager Toy reported that most of the information requested by the Grand Jury is included in the District's webpage, but it is not as easily accessible as the Grand Jury would like for it to be. She reported that she planned to work with the City's IT Department in order to make access to the information clearer and simpler and also planned to review the websites of some of the other agencies

that had received either an "A" or an "A-" from the Grand Jury. Manager Toy reported that the Grand Jury had requested a response to its findings and recommendations by June 10, 2016, and recommended that SRSD improve its web transparency score to a "B-" or better and to include the annual compensation of its elected officials, officers, and employees in its website. Director Rice suggested that it might be more efficient for the District to contract this job out, but Manager Toy reported that she would still need to provide all of the information.

7. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS

8. ADJOURNMENT

There being no further business to come before the Board, the meeting of April 14, 2016, was adjourned at 4:06 P.M. The next meeting of the San Rafael Sanitation District scheduled for Thursday, May 12, 2016, at 3:30 P.M. at San Rafael City Hall was later rescheduled for Tuesday, May 10, 2016, at 3:30 P.M. at San Rafael City Hall.

Respectfully submitted,

Katie Rice, Acting Recording Secretary

ATTEST THIS 10th DAY OF MAY 2016

Gary O. Phillips, Chairman

3.

SAN RAFAEL SANITATION DISTRICT
PAYMENT SUMMARY
April 1, 2016 - April 30, 2016

Vendor/Payee	Memo	Class	Acct #	Account Name	Amount
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 03/30/16	200	2021	Uniforms	\$ 119.56
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 04/06/16	200	2021	Uniforms	\$ 121.64
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 04/13/16	200	2021	Uniforms	\$ 120.92
AT&T	Telephone Service - land lines for dialers and pump stations from 3/02/16-4/01/16	100	2534	Telephone service	\$ 210.49
BPXPRESS	Lincoln Ave. - additional cost for one set of full-size plans	300	4319	Lincoln, Prospect/Paloma (80)	\$ 11.98
BPXPRESS	Lincoln Ave. - project setup, plans and specs	300	4319	Lincoln, Prospect/Paloma (80)	\$ 1,062.49
CABLE SOURCE	Collection System - cable for sewer cleaning machine	200	2360	O&M - collection systems	\$ 1,039.48
CENTRAL MARIN SANITATION AGENCY	Sewage Treatment - fourth quarter service charges from 4/01/16-6/30/16	400	4112	Sewage treatment	\$ 955,255.58
CITY OF SAN RAFAEL	Vehicles - repair unit 8149	200	2083	Parts and repairs vehicles	\$ 261.27
CITY OF SAN RAFAEL	Vehicles - repair unit 8149	200	2083	Parts and repairs vehicles	\$ 646.69
CITY OF SAN RAFAEL	Vehicles - repair unit 8149	200	2083	Parts and repairs vehicles	\$ 21.74
CITY OF SAN RAFAEL	Vehicles - repair unit 8157	200	2083	Parts and repairs vehicles	\$ 700.73
CITY OF SAN RAFAEL	Vehicles - repair unit 8192	200	2083	Parts and repairs vehicles	\$ 990.15
CITY OF SAN RAFAEL	Vehicles - repair unit 8192	200	2083	Parts and repairs vehicles	\$ 85.22
CITY OF SAN RAFAEL	Vehicles - repair unit 8192	200	2083	Parts and repairs vehicles	\$ 566.41
CITY OF SAN RAFAEL	Vehicles - repair unit 8194	200	2083	Parts and repairs vehicles	\$ 388.91
CITY OF SAN RAFAEL	Vehicles - repair unit 8203	200	2083	Parts and repairs vehicles	\$ 96.94
CRATUS INC.	Sun Valley - sewer replacement project-phase1, progress payment #4	300	4309	Sun Valley-Cal, Humboldt, Nev	\$ 62,972.01
HADRONEX, INC.	Collection System - two manhole smart covers	200	2360	O&M - collection systems	\$ 10,930.23
JACKSON'S HARDWARE	Collection System - Visqueen for sewer repair at 33 Treehaven Dr.	200	2360	O&M - collection systems	\$ 19.65
JACKSON'S HARDWARE	Pump Stations - spray adhesive	200	2359	Maint- pump sta's & force mains	\$ 18.56
McMASTER-CARR	Pump Stations - O-Rings for North Francisco	200	2359	Maint- pump sta's & force mains	\$ 13.76
PARK ENGINEERING, INC	Sun Valley - inspection services for Sun Valley sewer replacement project, phase 1	300	4309	Sun Valley-Cal, Humboldt, Nev	\$ 2,788.56
PERIN - BATTERIES PLUS	Collection System - locator batteries	200	2360	O&M - collection systems	\$ 28.58
PERIN - BATTERIES PLUS	Pump Stations - battery for dialer at San Pedro	200	2359	Maint- pump sta's & force mains	\$ 14.15
R & B COMPANY	Pump Stations - sheet of gasket material	200	2359	Maint- pump sta's & force mains	\$ 323.71
ROTO-ROOTER SEWER SERVICE	Consulting Services - televise sewer line at G Street and Mission	200	2325	Consulting services	\$ 945.00
ROTO-ROOTER SEWER SERVICE	Stand By - work at 36 Loma Linda Rd.	200	2363	Standby services	\$ 1,160.00
ROTO-ROOTER SEWER SERVICE	Stand By - work at 3160 Kerner Blvd.	200	2363	Standby services	\$ 1,360.00
SEQUOIA SAFETY SUPPLY COM	Safety Supplies - gloves	200	2365	Safety equipment and supplies	\$ 63.67
STAPLES INC	Office Supplies - black and color toner cartridges	100	2133	Office & shop supplies	\$ 302.60
WATER COMPONENTS & BLDG SUPPLY	Collection System - concrete for manhole repair at 12 Chestnut Ave.	200	2360	O&M - collection systems	\$ 40.03
WECO INDUSTRIES LLC	Collection Systems - skid for CCTV camera	200	2360	O&M - collection systems	\$ 113.45
WORKSMART AUTOMATION, INC	Cayes - troubleshoot HMI failure	300	4143	Cayes Pump Station (10 Yr)	\$ 641.25
Total					\$ 1,043,435.41

5.a.

SAN RAFAEL SANITATION DISTRICT
Agenda Item No. 5.a.

DATE: May 10, 2016
TO: Board of Directors, San Rafael Sanitation District
FROM: Doris Toy, District Manager/District Engineer
SUBJECT: Adopt Resolution Awarding Ranger Pipelines, Inc., for the Sun Valley Sewer Replacement Project, Phase 2

RECOMMENDATION:

Adopt resolution awarding contract to Ranger Pipelines, Inc., for the Sun Valley Sewer Replacement Project, Phase 2, in the amount of \$2,593,982.00 for both Base Bid and Additive Alternate A.

BACKGROUND:

The Sun Valley Sewer Replacement Project is being constructed in two phases due to the project's growth in size and cost. The first phase, which consists of replacing the sewers on Nevada Street, Humboldt Street, and California Avenue, between Fifth Avenue and Humboldt Street, was completed in March. The second phase will include replacing the sewers on Solano and Alpine streets; California Avenue, from Humboldt Street to the end of Windsor Avenue; and Center Street, from J to K streets (see attached site map).

The Bids for the Sun Valley Sewer Replacement Project, Phase 2, were opened on May 9, 2016.

The following is the Engineer's Base Estimate and a list of the bids received.

Engineer's Base Estimate	\$ 2,985,000.00
Ranger Pipelines, Inc.	\$ 2,585,846.00
Cratus, Inc.	\$ 2,651,580.00
W. R. Forde Associates	\$ 2,823,376.00
California Trenchless, Inc.	\$ 2,956,071.00
Maggiora & Ghilotti, Inc.	\$ 3,237,237.00
Argonaut Constructors	\$ 3,262,346.00

See attached bid summary for itemized breakdown of items, which will be distributed at the meeting.

ANALYSIS:

The Engineer's estimate was \$2,985,000.00. Ranger Pipelines, Inc., with a bid of \$2,585,846.00, was the lowest responsible bidder for this project. We have reviewed the bids, and both District staff and Nute Engineering recommend that this project be awarded to Ranger Pipelines, Inc.

As part of the bid form, there were two additive alternates. Additive Alternate A is to install a pipe crossing the Sun Valley Park by directional drilling instead of open cut. The directional drilling method is below ground and does not require the traditional ground excavation, which will not disturb the existing basketball/volleyball court and landscaping. This method will cost an additional \$8,136.00, and staff recommends that this be included in Ranger Pipelines' contract.

Additive Alternate B is to replace the sewer pipe on K Street between Fifth Avenue and Humboldt Street, which includes the new sewer to go under two 48" x 60" arched corrugated metal storm drain pipes. The proposed cost for this work is \$240,748.00. Staff recommends that this work not be performed, since the engineer's estimate was half this cost. The existing pipe is in fair condition with a poor sag downstream of the culverts. Staff will seek other alternatives in the future.

Ranger Pipelines, Inc., proposes to perform the contract work for the following:

Base Bid:	\$2,585,846.00
Additive Alternate A:	\$ 81,360.00
Open cut credit for Alt A	\$ 73,224.00
Total Contract Amount	\$2,593,982.00

FISCAL IMPACT:

District Staff will implement the construction management for the project. This project will be funded under the 80-Year Life Cycle Sewer Replacement Program from the 2015-16 and 2016-17 Budgets.

Proposed Construction Costs:

Construction (includes 10% contingency)	\$ 2,853,500.00
Construction Services (Nute & geotechnical)	\$ 100,000.00
<u>Miscellaneous and Incidental Costs</u>	<u>\$ 25,000.00</u>
Total	\$ 2,978,500.00

Proposed Funding Source:

80-Year Life-Cycle Sewer Improvements FY 15-16:	\$ 300,000.00
80-Year Life-Cycle Sewer Improvements FY 16-17:	\$ 2,678,500.00
Total	\$ 2,978,500.00

OPTIONS:

- 1) Staff recommends that the Board award the contract to Ranger Pipelines, Inc.
- 2) The Board may reject all bids and rebid. Staff does not recommend this option, since this will delay construction.

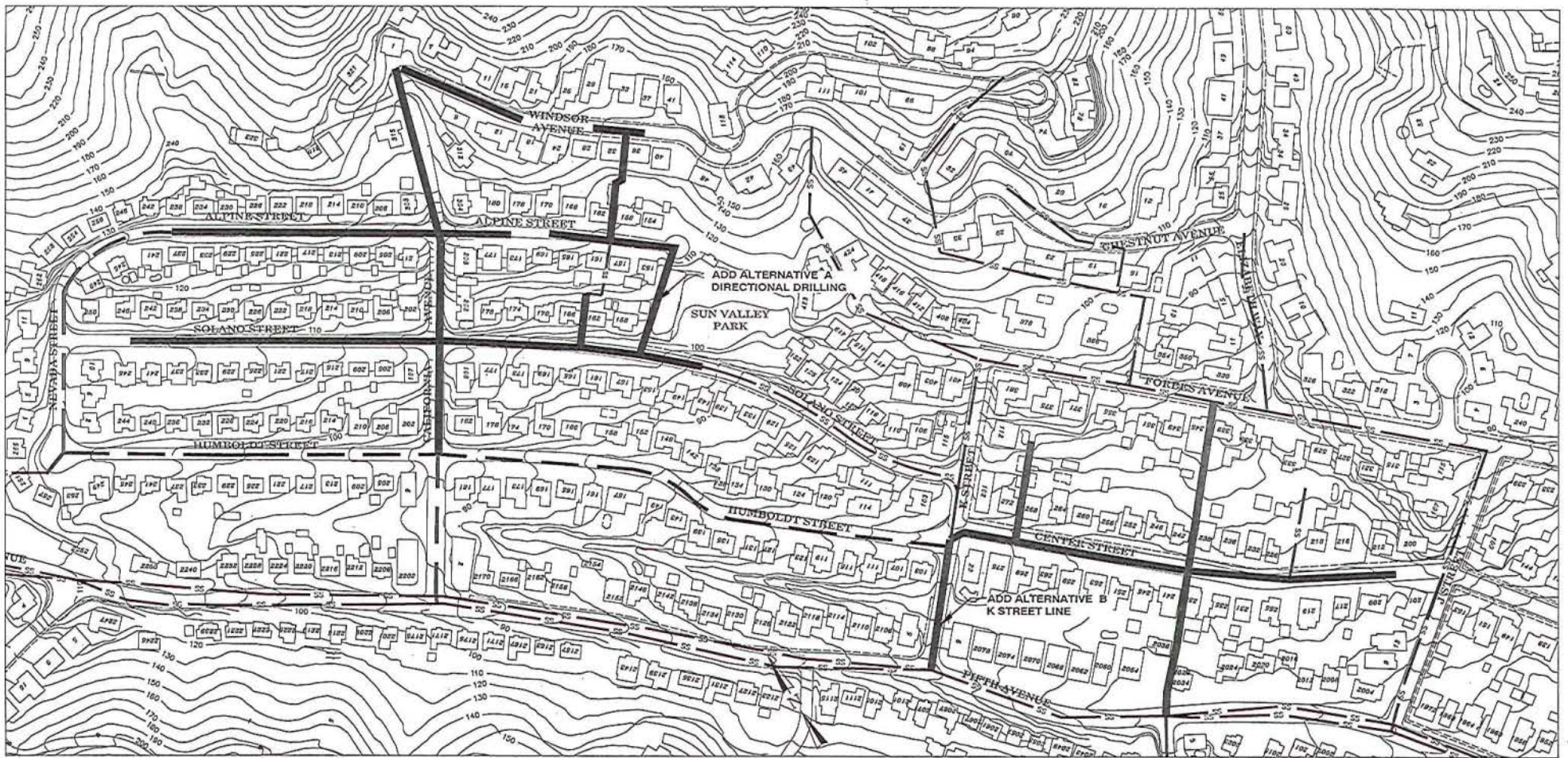
ACTION REQUIRED:

Staff recommends that the Board adopt the resolution awarding contract to Ranger Pipelines, Inc., for the Sun Valley Sewer Replacement Project, Phase 2, in the amount of \$2,593,982.00 for both the Base Bid and Additive Alternate A.

Attachments:





1. Site Map
2. Resolution
3. Nute Engineering Recommendation Letter (distributed at meeting)

Printed: May 9, 2016 4:14 PM
 L:\Information\San Rafael\505570 Sun Valley Phase 2\505570 Key Map.dwg Layer: SITE MAP Project: 505570



SITE MAP

SCALE = 1" = 100'

-  PHASE 2 PROJECT
-  CENTER STREET PROJECT
-  PHASE 1 (COMPLETED)
-  EXISTING SEWERS



1" = 100'
 IF THIS DOES NOT MEASURE ONE INCH,
 THESE PLANS ARE NOT TO SCALE.

SAN RAFAEL SANITATION DISTRICT
 Marin County, California
SUN VALLEY SEWER REPLACEMENT PROJECT - PHASE 2

SITE MAP

NUTE ENGINEERING
 907 MISSION AVE. SAN RAFAEL, CALIFORNIA TEL 415-453-4480
 Drawn by: BEO Job No.: 8570 Scale: AS SHOWN
 Checked by: GCR Date: APRIL 2016

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 16-1132

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN RAFAEL SANITATION DISTRICT
AWARDING CONTRACT TO RANGER PIPELINES, INCORPORATED
FOR THE SUN VALLEY SEWER REPLACEMENT PROJECT
PHASE 2
IN THE AMOUNT OF \$2,593,982**

WHEREAS, sealed bids or proposals were received by the San Rafael Sanitation District for the Sun Valley Sewer Replacement Project, Phase 2, and all such bids were publicly opened, examined, and declared; and

WHEREAS, the bid or proposal of Ranger Pipelines, Incorporated, at the quotation stated in their bid, was and is the lowest responsible bid or proposal; and

WHEREAS, the District's consulting engineer, Nute Engineering, after review and evaluation, has recommended award of the contract to Ranger Pipelines, Incorporated.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Chairman and Secretary are authorized to execute a contract on behalf of the San Rafael Sanitation District with Ranger Pipelines, Incorporated, for construction of the Sun Valley Sewer Replacement Project, Phase 2, and to include Additive Alternate A in accordance with the terms, specifications, and general provisions of said bid or proposal.

BE IT FURTHER RESOLVED that all other bids or proposals are hereby rejected, and the District Manager/District Engineer is directed to return all accompanying certified checks, cash, and bonds of said unsuccessful bidders.

PASSED AND ADOPTED at a special meeting of the San Rafael Sanitation District Board of Directors held on the 10th day of May, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

Gary O. Phillips, Chairman

ATTEST:

Maribeth Bushey, Secretary



May 10, 2016

Ms. Doris Toy, District Manager/District Engineer
San Rafael Sanitation District
111 Morpew Street
San Rafael, CA 94901

Re: Sun Valley Sewer Improvement
Phase 2

Dear Doris:

On May 9, 2016 six bids were received for the above-referenced project. A spreadsheet comparing these bids is enclosed.

The lowest apparent bid of \$2,585,846 was submitted by Ranger Pipelines, Inc. of San Francisco.

Enclosed is the license detail obtained from the Contractor's License Board which show that Ranger Pipelines, Inc. has a valid Contractor's License and the contractor is registered with the California Department of Industrial Relations (DIR). Ranger's four subcontractors also have valid Contractor's Licenses and are registered with the DIR.

We have not received Ranger's financial statement which needs to be received no later than five days after the bid opening. Our bid documents require that any bid protest must be submitted in writing to the District Manager before 5:00 p.m. on the fifth (5th) working day following the Bid opening.

We favorably reviewed their submitted bid package and recommend that the Board award this project to Ranger Pipelines, Inc., provided we receive an acceptable financial statement and no bid protests have been filed.

Very truly yours,

NUTE ENGINEERING

By

Gary E. Robards, P.E.

Enclosure(s)



Contractor's License Detail for License # 417996

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 5/10/2016 8:14:20 AM

Business Information

RANGER PIPELINES INCORPORATED
1790 YOSEMITE AVE
SAN FRANCISCO, CA 94124
Business Phone Number:(415) 822-3700

Entity Corporation
Issue Date 02/18/1982
Expire Date **02/28/2018**

License Status

This license is current and active.
All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR
C-4 - BOILER, HOT WATER HEATING AND STEAM FITTING

Certifications

HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SAFECO INSURANCE COMPANY OF AMERICA.
Bond Number: 6322483
Bond Amount: \$15,000
Effective Date: 01/01/2016
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual THOMAS JOSEPH HUNT certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 04/23/2009
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the ZURICH AMERICAN INSURANCE COMPANY

Policy Number: WC4277965

Effective Date: 10/01/2012

Expire Date: 10/01/2016

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

m No.	Total Quantity	Description	Ranger Pipelines		Cratus, Inc.		WR Forde Associates		California Trenchless		Maggiola & Ghilotti		Argonaut Contractors	
			San Francisco		San Francisco		Richmond		Hayward		San Rafael		Santa Rosa	
			Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1.		LS Mobilization, Demobilization, SWPPP, Permits		\$124,000		\$130,000		\$120,000		\$100,000		\$120,000		\$80,000
2.	450 LF	A Line, California Ave - Install New 8" PVC C-900 Sewer - STA	324	\$145,800	285	\$128,250	355	\$159,750	430	\$193,500	320	\$144,000	205	\$92,250
3.	462 LF	E Line, Solano St - Install New 8" PVC C-900 Sewer and 5' Sub	324	\$149,688	285	\$131,670	245	\$113,190	420	\$194,040	280	\$127,360	215	\$99,390
4.	473 LF	F Line, Alpine St, Sun Valley Park - Install New 8" PVC C-900 S	324	\$153,252	285	\$134,805	222	\$105,006	280	\$132,440	280	\$132,440	225	\$106,425
5.	106 LF	F1 Line, Alpine to Solano St (Ease) - Insert 4.5' HDPE DR 17 Se	150	\$15,900	225	\$23,850	177	\$18,762	60	\$6,360	300	\$31,800	160	\$16,960
6.	604 LF	G Line, California Ave to Windsor St - Install 8.63" HDPE DR 17	324	\$195,696	250	\$151,000	214	\$129,236	250	\$151,000	255	\$154,020	180	\$108,720
7.	612 LF	H Line, Solano St - Install New 8" PVC C-900 Sewer - STA0+00	324	\$198,288	285	\$174,420	242	\$148,104	330	\$201,960	225	\$137,700	180	\$110,160
8.	523 LF	J Line, Alpine St - Install New 8" PVC C-900 Sewer - STA0+00	324	\$169,452	285	\$149,055	224	\$117,152	280	\$145,440	225	\$117,675	190	\$99,390
9.	224 LF	K Line, Alpine St to Windsor St - Open Cut and Pipeburst 224 LF	324	\$72,576	250	\$56,000	244	\$54,696	180	\$40,320	335	\$75,040	345	\$77,280
10.	160 LF	L Line, Alpine St - Install New 8" PVC C-900 Sewer - STA0+00	324	\$51,840	285	\$45,600	220	\$35,200	280	\$44,800	235	\$37,600	265	\$42,400
11.	270 LF	M1 and M2 Lines, Windsor St Pipeburst 8.63" HDPE DR 17 Se	150	\$10,500	250	\$67,500	193	\$52,110	200	\$54,000	170	\$45,900	230	\$62,100
12.	943 LF	N Line, Center St - Install New 8" PVC C-900 Sewer - STA0+00	324	\$305,532	285	\$268,755	214	\$201,802	270	\$254,610	240	\$226,320	150	\$141,450
13.	643 LF	P Line, Forbes Ave to Fifth Ave - CIPP 643 LF of 6" VCP Sewer -	55	\$35,365	80	\$51,440	85	\$54,655	85	\$54,655	50	\$32,150	65	\$41,795
14.	194 LF	Q Line, Center St Easement - CIPP 194 LF of 6" VCP Sewer - STA	80	\$15,200	80	\$15,200	85	\$16,400	100	\$19,400	50	\$9,700	90	\$17,400
15.	5 Ea	Install 8" PVC Internal Drop Connection	1,000	\$5,000	500	\$2,500	2,200	\$11,000	1,800	\$9,000	1,700	\$8,500	1,600	\$8,000
16.	2 Ea	4" Diameter Polyethylene Manholes	7,800	\$15,600	10,000	\$20,000	10,000	\$20,000	7,500	\$15,000	6,500	\$13,000	45,000	\$90,000
17.	21 Ea	4" Diameter Standard Manhole	5,800	\$11,600	9,000	\$18,000	9,000	\$18,000	6,500	\$13,000	7,000	\$14,000	13,000	\$26,000
18.	4 Ea	3" Diameter Standard Manhole	7,000	\$28,000	12,000	\$48,000	15,000	\$60,000	7,500	\$30,000	12,500	\$50,000	17,000	\$68,000
19.	5 Ea	Connect to Existing Manhole, Rebuild Channels	1,500	\$7,500	1,500	\$7,500	2,500	\$12,500	1,500	\$7,500	1,500	\$7,500	5,000	\$25,000
20.	6 Ea	Remove Existing Manholes	1,500	\$9,000	2,000	\$12,000	3,000	\$18,000	3,500	\$21,000	1,000	\$6,000	2,500	\$15,000
21.	6 Ea	Abandon Existing Manholes	1,500	\$9,000	2,000	\$12,000	2,000	\$12,000	1,500	\$9,000	1,500	\$9,000	1,800	\$10,800
22.	10 Ea	Remove Existing Roadholes	500	\$5,000	2,000	\$20,000	1,500	\$15,000	500	\$5,000	1,400	\$14,000	1,800	\$18,000
23.	5 Ea	Install New Roadhole	1,000	\$5,000	3,000	\$15,000	1,600	\$8,000	500	\$2,500	1,400	\$7,000	2,800	\$14,000
24.	20 Ea	Live Lateral Diversion	50	\$1,000	100	\$2,000	100	\$2,000	500	\$10,000	200	\$4,000	475	\$9,500
25.	132 Ea	Field Locate Existing Live Laterals by potholing	100	\$13,200	75	\$9,900	350	\$46,200	500	\$66,000	800	\$105,600	475	\$62,700
26.	132 Ea	4" Lateral Two-Way Cleanouts, Relief Valves & Cleanout Boxes	1,500	\$158,000	650	\$65,000	900	\$118,800	1,200	\$158,400	1,000	\$132,000	550	\$72,600
27.	2,200 LF	Replace 4" Lower Laterals, Fittings & Connections	71	\$156,200	100	\$220,000	160	\$352,000	60	\$132,000	265	\$583,000	255	\$561,000
28.	10 Ea	Reinstall Laterals on CIPP Renewal Lines	150	\$1,500	250	\$2,500	300	\$3,000	1,800	\$18,000	300	\$3,000	200	\$2,000
28A.	132 Ea	Upper Lateral Cost Quotation Preparation	10	\$1,320	10	\$1,320	20	\$2,640	50	\$6,600	250	\$33,000	250	\$33,000
28B.	100 LF	Install Standard Concrete Pipe Protection	50	\$5,000	15	\$1,500	25	\$2,500	25	\$2,500	1	\$100	130	\$13,000
29.	2 Ea	Spot Repairs P 3473 And Q 1450 Lines	3,500	\$7,000	12,500	\$25,000	7,500	\$15,000	2,500	\$5,000	7,500	\$15,000	6,000	\$12,000
30.	550 LF	Curb and Gutter Rolled Gutter Replacement	30	\$16,500	15	\$8,250	40	\$22,000	50	\$27,500	40	\$22,000	75	\$41,250
31.	1,800 SF	Concrete Sidewalk and Driveway Approach Replacement	10	\$18,000	12	\$21,600	15	\$27,000	25	\$45,000	16	\$28,800	40	\$72,000
32.	100 CY	Hard Rock Excavation	150	\$15,000	50	\$5,000	50	\$5,000	100	\$10,000	70	\$7,000	250	\$25,000
33.	1,200 tons	Asphalt Concrete Trench Repair	75	\$90,000	90	\$108,000	115	\$138,000	225	\$270,000	200	\$240,000	230	\$276,000
34.	LS	Replace Pavement Markings		\$5,000		\$20,000		\$8,500		\$3,500		\$8,650		\$8,150
35.	LS	Shoring For All Excavations		\$70,000		\$90,000		\$120,000		\$200,000		\$49,620		\$181,000
36.	30 Ea	Pothole Utility Mains	100	\$3,000	50	\$1,500	800	\$24,000	500	\$15,000	1,000	\$30,000	800	\$24,000
37.	LS	Traffic Control and Notifications		\$8,500		\$40,000		\$70,000		\$5,000		\$50,000		\$50,000
38.	11,305 LF	Internal Telescoping of Sewer Mains	180	\$20,340	5	\$56,525	7	\$79,135	2	\$22,610	4	\$45,220	2	\$22,610
39.	132 Ea	Internal Telescoping of Sewer Laterals	100	\$13,200	50	\$6,600	200	\$26,400	175	\$23,100	200	\$26,400	75	\$9,900
40.	LS	Remove and Replace Private Landscaping Materials		\$10,000		\$25,000		\$25,000		\$5,000		\$20,000		\$20,000
41.	100 LF	Remove and Replace Private Landscaping Fence	50	\$5,000	5	\$500	125	\$12,500	12	\$1,200	100	\$10,000	60	\$6,000
42.	60 LF	Remove and Replace Private Retaining Wall	100	\$6,000	5	\$300	100	\$6,000	100	\$6,000	350	\$21,000	350	\$21,000
43.	500 SF	Specialty Sidewalk and Driveway Removal and Replacement	15	\$7,500	10	\$5,000	20	\$10,000	55	\$27,500	50	\$25,000	70	\$35,000
44.	14,284 SY	Micro-Surfacing	2	\$28,568	5	\$71,420	2	\$28,568	4	\$57,136	4	\$57,136	4	\$57,136
45.	LS	Traffic Control and Notifications with Micro-Surfacing		\$1,700		\$25,000		\$2,500		\$5,000		\$6,000		\$25,000
46.	LS	As-Built Drawings		\$5,000		\$5,000		\$5,000		\$5,000		\$5,000		\$5,000
TOTAL				\$2,585,846		\$2,651,580		\$2,823,376		\$2,956,071		\$3,237,237		\$3,262,346
Check Percentage Bid Item 1 to Total Project (5% max)				4.8%		4.9%		4.3%		3.4%		3.7%		2.5%
ADDITIVE ALTERNATIVE A - DIRECTIONAL DRILLING														
A-1	LS	Install Pipe Crossing Sun Valley Park By Directional Drilling Inst		\$81,360		\$20,000		\$29,000		\$101,700		\$51,980		\$150,000
ADDITIVE ALTERNATIVE B - K STREET LINE														
B-1	251 LF	Bore and Jack 30" WS Casing	3,600	\$90,000	4,000	\$100,000	1,800	\$45,000	500	\$12,500	800	\$20,000	3,800	\$95,000
B-2	247 LF	A Line, K St - Install New 18" PVC C-905 Sewer - STA 0+00 to	480	\$118,560	350	\$88,450	400	\$98,800	600	\$148,200	400	\$98,800	625	\$154,375
B-3	1 Ea	Remove 4" Diameter Manhole and Replace With 5' Diameter Star		\$20,000		\$12,000		\$11,000		\$4,000		\$10,000		\$55,000
B-4	1 Ea	Connect to Existing Manhole, Rebuild Channels		\$1,500		\$1,500		\$2,000		\$5,000		\$3,000		\$5,500
B-5	800 SY	Micro-Surfacing	4	\$3,200	5	\$4,000	5	\$4,000	5	\$4,000	5	\$4,000	5	\$3,600
B-6	70 tons	Asphalt Concrete Trench Repair	75	\$5,250	200	\$14,000	130	\$9,100	250	\$17,500	200	\$14,000	250	\$17,500
B-7	LS	Traffic Control & Notifications with Micro-Surfacing		\$1,000		\$5,000		\$1,500		\$1,500		\$6,600		\$2,500
B-8	247 LF	Internal Telescoping of Sewer Mains	4	\$988	5	\$1,235	8	\$1,976	5	\$1,235	8	\$1,976	2	\$494
B-9	LS	As-Built Drawings		\$250		\$250		\$250		\$250		\$250		\$250
TOTAL				\$240,748		\$224,435		\$173,626		\$194,185		\$158,626		\$334,219

Attendum Acknowledge	2	2	2	2	2	1 only
Contract Signed	Y	Y	Y	Y	Y	Y
Non-Collision Affidavit	Y	Y	Y	Y	Y	Y
Contractors License Number	417996	587888	814744	735769	226767	171432
SUBCONTRACTORS:						
Bond Blacktop Inc	Pacific Boring	Bond Blacktop Inc.	Bay Line Cutting & Cor	Mason	Teller	
Walter C Smith Company	Bond Blacktop Inc.	Roto Rooter Plumbers	Christian Brothers Lining	Nor-Cal	Delta Grinding Co	
Bayside Stripe & Seal	Bayside Stripe & Seal	Bayside Stripe & Seal	Graham Contractors	Cell Crete	Roy's Sewer Service	
Christian Brothers Lining	Christian Brothers Lining	Nor-Cal Pipeline		Bayside Stripe & Seal	Christian Brothers Lining	
		Welco Underground		Teller	Pacific Boring	
					Devincenzi Concrete	
Builder's Statement Financial Responsibility & Experience						
Three Year EMR	0.7	1	0.85	1.11	1.26	0.81
RIR					4.63	3.42
LTR					2.6	3.42
Financial Statement Submitted	no	yes	no	Y	Y	Y
Bid Bond	yes	yes	yes	Y	Y	Y

5b.

SAN RAFAEL SANITATION DISTRICT
Agenda Item 5.b.

DATE: May 10, 2016
TO: San Rafael Sanitation District Board of Directors
FROM: Doris Toy, District Manager/District Engineer
SUBJECT: Adopt Resolution Authorizing the District Manager/District Engineer to Execute a Professional Services Agreement with California CAD Solutions, Inc., for Sewer Billing Review, Analysis, and Automation Services

RECOMMENDATION:

Adopt Resolution Authorizing the District Manager/District Engineer to execute a Professional Services Agreement with California CAD Solutions, Inc., for sewer billing review, analysis, and automation services.

BACKGROUND:

The District currently serves approximately 11,000 parcels. Each year, the sewer usage fee is charged through the property tax bill and is calculated manually by our administrative assistant, Cindy Hernandez. The fee is a flat rate for residential properties, but for commercial and industrial properties, they are based on water usage during the winter months. Ms. Hernandez would spend several months performing research, contacting property owners, and calculating fees for commercial and industrial properties. In addition, she also calculates the fees and sends separate billings for public agencies, since they do not receive a property tax bill.

ANALYSIS:

California CAD Solutions (Cal CAD) has been assisting both the City and the District for the past 10 years with various scopes of work in order to maintain the GIS system and has recently performed a conversion and update of the District's sewer maintenance data management system. Staff has now become aware that Cal CAD automated the sewer billing calculations for the City of Half Moon Bay last year. In the past, Half Moon Bay's staff took several months to calculate the sewer fees, but after the development of Cal CAD's automation tool, it now takes them only three (3) days to perform this task.

Although, the City of Half Moon Bay is the first client to use Cal CAD's sewer billing automation tool, Cal CAD has assisted other special districts with similar types of revenue automation, i.e. fire district assessments. In addition, other special districts are currently requesting Cal CAD for proposals to create similar sewer billing automation tools for their agencies.

Cal CAD has submitted a proposal to perform the following tasks: review the sewer billing for the past three (3) years, confirm the properties located within the District boundaries, create a sewer billing database, automate the fee calculations, present any discrepancies or findings of the analysis, and incorporate the sewer billing information into the District's GIS.

If Cal CAD performs the above work, it will reduce staff time from approximately three (3) months to possibly one (1) week, which will allow staff more time to perform the regular daily duties and to work with the outside agencies and internal departments on updating or correcting any discrepancies found during the performance of the sewer billing calculations. The history and institutional knowledge from staff will be incorporated into the calculations, so that future personnel can perform the sewer billing. This will also allow a streamlined process that will be consistent and will assist in the development of a written policy for calculating the sewer user fees.

FISCAL IMPACT:

Cal CAD is proposing to perform the sewer billing review, analysis, and automation for a lump-sum fee of \$65,000. In addition, Cal CAD will receive an annual payment for three (3) consecutive years of 25% of any additional revenue found during the analysis for last year's billing. In other words, Cal CAD will run its process on last year's data and will compare the outcome with the actual billing. If it finds any additional revenue, the District will be charged 25% of that "revenue recovery"; and it will be the same amount for three (3) consecutive years. Cal CAD usually charges a 50% rate, but since we are regular clients, Cal CAD has reduced its rate to 25%.

Cal CAD's cost for the sewer billing services in the amount of \$65,000 plus the 25% of revenue recovery for three (3) consecutive years will be funded out of the FY 2015-16 and 2016-17 Budget for the Maintenance and Operations Fund.

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with California CAD Solutions, Inc., for sewer billing review, analysis, and automation services.

Attachment: Resolution
Professional Services Agreement
Proposal from Consultant, Exhibit "A"

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 16-1133

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN RAFAEL SANITATION DISTRICT
AUTHORIZING THE DISTRICT MANAGER/DISTRICT ENGINEER
TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT
WITH CALIFORNIA CAD SOLUTIONS, INC., FOR
SEWER BILLING REVIEW, ANALYSIS, AND AUTOMATION**

**THE BOARD OF DIRECTORS OF THE SAN RAFAEL SANITATION
DISTRICT, COUNTY OF MARIN, hereby resolves as follows:**

The District Manager/District Engineer is hereby authorized to execute, on behalf of the San Rafael Sanitation District, a Professional Services Agreement with California CAD Solutions, Inc., for sewer billing review, analysis, and automation, a copy of which is hereby attached and by this reference made a part hereof.

PASSED AND ADOPTED at a special meeting of the San Rafael Sanitation District Board of Directors held on the 10th day of May, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT/ABSTAIN:

Gary O. Phillips, Chairman

ATTEST:

Maribeth Bushey, Secretary

**PROFESSIONAL SERVICES AGREEMENT
FOR SEWER BILLING REVIEW, ANALYSIS, AND AUTOMATION**

This Agreement is made and entered into this 10th day of May, 2016, by and between the SAN RAFAEL SANITATION DISTRICT (hereinafter "DISTRICT"), and CALIFORNIA CAD SOLUTIONS, INC. (hereinafter "CONSULTANT").

RECITALS

WHEREAS, the DISTRICT has selected CALIFORNIA CAD SOLUTIONS, INC., to perform the required sewer billing review, analysis, and automation related services (hereinafter "PROJECT"); and

WHEREAS, the CONSULTANT has offered to render certain specialized professional services in connection with this Project.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS.

DISTRICT and CONSULTANT have outlined the scope of services to be provided, and related expenses as described in Exhibit "A" attached and incorporated herein.

2. PROJECT COORDINATION

A. DISTRICT. The District Manager/District Engineer shall be the representative of the DISTRICT for all purposes under this Agreement. The District Manager/District Engineer is hereby designated as the PROJECT MANAGER for the DISTRICT, and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. CONSULTANT. CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. RAYMOND KINSER 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 DISTRICT within ten (10) business days of the substitution.

3. DUTIES OF CONSULTANT

CONSULTANT shall perform the duties and/or provide services as follows; the CONSULTANT agrees to provide professional services as a Data Management Consultant to provide services outlined in the Proposal from CONSULTANT dated May 6, 2016, marked Exhibit "A", attached hereto, and incorporated herein by this reference. The CONSULTANT agrees to be available and perform the work as required by the District.

4. DUTIES OF THE DISTRICT

DISTRICT shall perform the duties as described and incorporated herein.

5. COMPENSATION

For the full performance of the services described herein by CONSULTANT, DISTRICT shall pay CONSULTANT on a lump-sum basis for services described in Exhibit "A" attached and incorporated herein. The total payment will be a lump sum of \$65,000 and an annual payment for three (3) consecutive years of 25% of any additional revenue found during the analysis for the 2015-16 sewer user fees as shown on the Proposal Budget, set out in Exhibit "A".

Payments will be made at 50% and 100% of completion upon receipt by PROJECT MANAGER of itemized invoices submitted by CONSULTANT.

6. TERM OF AGREEMENT

The term of this Agreement shall be from the date of execution until the Project is complete.

7. 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 ten (10) 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 notice, to the reasonable satisfaction of the party giving such notice, within thirty (30) days of the receipt of said notice.

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 DISTRICT 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 DISTRICT as soon as possible, but not later than thirty (30) days after termination.

8. 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 DISTRICT. DISTRICT may use said property for any purpose, including projects not contemplated by this Agreement.

9. INSPECTION AND AUDIT

Upon reasonable notice, CONSULTANT shall make available to DISTRICT, 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 DISTRICT or its agent in any such audit or inspection.

10. 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.

11. INSURANCE

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

1. A commercial general liability insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence and \$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 (\$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 one million (\$1,000,000) dollars to cover any claims arising out of the CONSULTANT's performance of services under this Agreement.

B. The insurance coverage required of the CONSULTANT by Section 11. A., shall also meet the following requirements:

1. The insurance shall be primary with respect to any insurance or coverage maintained by DISTRICT and shall not call upon DISTRICT's insurance or coverage for any contribution;

2. Except for professional liability insurance, the insurance policies shall be endorsed for contractual liability and personal injury;

3. Except for professional liability insurance, the insurance policies shall be specifically endorsed to include the DISTRICT, its officers, agents, and employees as additionally named insureds under the policies;

4. CONSULTANT shall provide to PROJECT MANAGER, (a) Certificates of Insurance evidencing the insurance coverage required herein, and (b) specific endorsements naming DISTRICT, its officers, agents and employees, as additional insureds under the policies;

5. The insurance policies shall provide that the insurance carrier shall not cancel or terminate said insurance policies except upon thirty (30) days written notice to DISTRICT's PROJECT MANAGER;

6. 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 as long as the insurance is reasonably affordable and available;

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

8. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the County Counsel.

C. If it employs any person, CONSULTANT shall maintain Workers' Compensation and Employer's Liability Insurance, as required by the State Labor Code and other applicable laws and regulations, and as necessary to protect both CONSULTANT and DISTRICT against all liability for injuries to CONSULTANT's officers and employees.

D. Any deductibles or self-insured retentions exceeding \$20,000 in CONSULTANT's insurance policies must be declared to and approved by the PROJECT MANAGER and the County Counsel. At District's option, the deductibles or self-insured retentions with respect to DISTRICT shall be reduced or eliminated to DISTRICT's satisfaction, or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees, and defense expenses.

12. INDEMNIFICATION

CONSULTANT shall indemnify, release, and hold harmless DISTRICT, its officers, and employees against any claim, demand, suit, judgment, loss, liability, or expense of any kind, including attorney's fees, arising out of or resulting in any way from any negligent acts or omissions or negligence of CONSULTANT or CONSULTANT's officers, agents, and employees in the performance of their duties and obligations under this Agreement.

13. 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.

14. COMPLIANCE WITH ALL LAWS

CONSULTANT shall use due professional care to 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.

15. NO THIRD PARTY BENEFICIARIES

DISTRICT 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.

16. 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 DISTRICT: Ms. Doris Toy, P.E. (Project Manager)
San Rafael Sanitation District
111 Morpew Street
P.O. Box 151560
San Rafael, CA 94915-1560

TO CONSULTANT: Mr. Raymond Kinser (President)
California CAD Solutions, Inc.
P.O. Box 4779
Modesto, CA 95352

17. INDEPENDENT CONSULTANT

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 DISTRICT. CONSULTANT and DISTRICT 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 DISTRICT.

18. 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 DISTRICT.

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 DISTRICT.

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.

19. SET-OFF AGAINST DEBTS

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

20. 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, or covenant of this Agreement or any applicable law, ordinance, or regulation.

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. CONSULTANT's taxpayer identification number is 77-0239826, and CONSULTANT certifies under penalty of perjury that said taxpayer identification number is correct.

22. APPLICABLE LAW

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

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

SAN RAFAEL SANITATION DISTRICT

CONSULTANT

Doris Toy, P.E.
District Manager/District Engineer

CALIFORNIA CAD SOLUTIONS, INC.

ATTEST:

By: _____
Raymond Kinser

Cynthia Hernandez
District Secretary

Title: _____

APPROVED AS TO FORM:

Jack F. Govi
Assistant County Counsel



P.O. Box 4779
 Modesto, CA 95352
 209-578-5580
 www.calcad.com

EXHIBIT A

Quote

Date	Quote #
5/6/2016	605341

Bill To
San Rafael Sanitation District P.O. Box 151560 San Rafael, CA 94915-1560

Ship To
San Rafael Sanitation District 111 Morphew Street San Rafael, CA 94915-1560

Terms	Sales Rep	Expires
Net 15	RK	

Item	Description	Qty	Cost	Total
Service	Sewer Billing Review, Analysis, and Automation - Review 3 prior years of District Billings sent to County - Review Last year's data from County listing all District properties - Confirm District boundary to make sure all properties are included - Review Water consumption data from MMWD - Compare MMWD accounts with District properties data - Review Business License database from District (if available) - Compare Business License database against Zoning data (if available) - Present discrepancy findings to District personnel - Create Sewer Billing Database - Review and incorporate adjustments made by District Personnel - Use District ordinance fee definitions to generate automated fee calculation algorithm - Automate the District billing of non-assessed public agencies - Apply automated fee calculation algorithm to last year's data submission to verify and validate process - Present findings of analysis with recommendations moving forward - Build an Interface to existing MapServer site to allow for editing and reporting of sewer billing information through the GIS site - Provide documentation for sewer billing editors to update the site	1	65,000.00	65,000.00
Service	In addition to the above charge, CCS will receive an annual payment for 3 consecutive years of 25% of any additional revenue found during the analysis			0.00

Accepted By _____

Subtotal	\$65,000.00
Sales Tax (9.25%)	\$0.00
Total	\$65,000.00