AGENDA

SAN RAFAEL SANITATION DISTRICT BOARD OF DIRECTORS FRIDAY – JULY 19, 2024 – 9:00 A.M. SAN RAFAEL CITY HALL 1400 FIFTH AVENUE – CONFERENCE ROOM CD3 SAN RAFAEL, CALIFORNIA 94901

Members of the Public may also participate in Open Session through the following: Zoom link: <u>https://cityofsanrafael-org.zoom.us/j/86356279311</u> Or by Phone: 1 669 444 9171 US Meeting ID: 863 5627 9311

Public comments for this meeting can be submitted via email to the District Clerk at <u>Kathryn.Nelson@cityofsanrafael.org</u>. The public comment period opens when the agenda is posted online and will close two hours prior to the start of the meeting. Include your name and the item you would like to provide a written comment on.

To provide comments during the meeting, please use the "raise hand" feature in the Zoom Meeting and the host will notify and unmute you when it is your turn to speak.

Each speaker in both Zoom or in-person will have 2 minutes to provide public comment per agenda item.

Members of the public may speak on Agenda items.

1. ROLL CALL

2. OPEN PERIOD

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

3. CONSENT CALENDAR

- **a.** Minutes of the Meeting June 21, 2024
- **b.** Payments June 2024
- **c.** Adopt resolution establishing the FY 2024-25 Appropriations Limit on tax proceeds (Proposition 4).
- **d.** Adopt resolution to award contract for the Bret Harte Easement Retaining Wall Improvement Project.
- e. Adopt resolution to award contract for the 2023 Sewer Rehabilitation Project.

f. Adopt resolution to award contract for the 2023 Sewer Improvements – Various Locations project.

4. OTHER AGENDA ITEMS

- **a.** Adopt resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with Causey Consulting for Strategic Planning Support services.
- **b.** Adopt resolution authorizing the District Manager/District Engineer to sign a Professional Services Agreement with RH Borden and Company LLC for Inflow and Infiltration study.
- c. Discussion on Strategic Planning Efforts for the District.i. Form an ad hoc committee

5. INFORMATIONAL ITEMS

6. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS

7. ADJOURNMENT

The next scheduled meeting is August 16, 2024.

SAN RAFAEL SANITATION DISTRICT Minutes of the Regular Meeting June 21, 2024 – 9:00 A.M.

Regular Meeting

In Person

The meeting was called to order at 9:00 A.M. by Chair Kate.

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District Clerk explains how to address the Board for this Public Meeting.

1. ROLL CALL

A roll call was taken at 9:01 A.M., Director Bushey, Director Rice and Chair Kate were present.

2. OPEN PERIOD

No one was present to address the Board for open period.

3. CONSENT CALENDAR

- a. Minutes of the Meeting June 21, 2024
- **c.** Payments June 2024

MOTION by Director Bushey to adopt the Consent Calendar, seconded by Director Rice, to unanimously approve the Consent Calendar, all in favor.

AYES:Director Bushey, Director Rice, Chair KateNOES:None

ABSENT: None

Motion Carried

4. PUBLIC HEARING

a. Consideration of proposed increase in Sewer Service Charge for Fiscal Years 2024-25, 2025-26, and 2026-27.

District Manager Toy explains the proposed increase in sewer service charges and the steps the District has taken to have the increases considered. Public Comment: Bob Marcucci, speaks on behalf of San Rafael Senior Housing project Rotary Manor at 821 5th Avenue, requests an alternative calculation process for sewer service fees for low-income residents. Susan Mattross of Beach Drive, re service to her lateral/pump.

No other persons wanting to comment.

The Board asks the District Manager about options for low-income housing and what is offered by utilities here in Marin County. District Manager Toy references sister agency, Ross Valley Sanitary District who has a lowincome assistance program that mirrors the PG&E CARES program. The Board requests staff to look into the possibilities for an assistance to lowincome residents' program with full details to implement such a program.

b. Adopt ordinance establishing sewer user service charges for Fiscal Years 2024-25, 2025-26, and 2026-27.

MOTION by Director Rice to adopt the proposed increase in Sewer Service Charge for Fiscal Years 2024-25, 2025-26, and 2026-27, seconded by Director Bushey, to unanimously approve the Consent Calendar, all in favor.

AYES:	Director Rice, Director I	Bushey, Chair Kate
NOES:	None	
ABSENT:	None	Motion Carried

5. OTHER AGENDA ITEMS

a. Discussion on Strategic Planning Efforts for the District.

District Manager Toy provides a monthly update of the Strategic Planning discussions with CMSA representatives and what the planning status is to date. The focus has primarily been developing a task list and outlining the agreement in phases, i.e. phase 1 transfer employees from the City to CMSA, phase 2 physically move to CMSA, phase 3 integrate operations, i.e. instead of using vendors or consulting for accounting and electrical staff, etc. CMSA scheduled an ad hoc meeting on June 27th to discuss the status of SRSD/CMSA Service Agreement.

District Manager Toy also met with City representatives to discuss employee-related issues like workers comp, union representation and unfunded liability. MCERA is conducting an actuarial study for the City of San Rafael and the Finance Director has requested SRSD's part be set aside to see how much the unfunded liability is, possibly the Board can consider paying off this unfunded liability before the move to CMSA.

District Manager Toy also refers to the letter attached to the Agenda Packet from Ross Valley Sanitary District to CMSA which was discussed at the June 11th CMSA meeting. It was just a discussion, there was no action taken.

The Board requests clarification regarding the phases of the move to CMSA both officially and physically. District Manager Toy explains that the goal is to have SRSD set up as official employees by the end of the 2024 calendar year; the City is allowing SRSD the necessary time to physically move, the timing is still under discussion. District Manager Toy states that a task list will be put together for the July Board meeting.

Board addresses the letter from Ross Valley Sanitary District to CMSA and requests that District Manager Toy provide a list of dates that the Strategic Planning discussions have taken place.

6. ADJOURNMENT

There being no further business to come before the Board, the regular meeting of June 21, 2024, was adjourned at 9:33 A.M. with the next scheduled regular meeting on July 19, 2024, at 9:00 A.M.

Respectfully submitted,

Maribeth Bushey, Secretary/Director

ATTEST THIS 21st DAY OF JUNE 2024

Kate Colin, Chair

SAN RAFAEL SANITATION DISTRICT				3b
PAYMENT SUMMARY June 1, 2024 - June 30, 2024				
Vendor/Payee	Мето	Class	Account	Amount
AT&T *1523	Telephone Service - land lines for pump stations and dialers from 5/02/24-6/01/24	100	2534 · Telephone service	613.4
AT&T MOBILITY #9313	Telephone Service - cell phone service through 6/01/24	100	2534 · Telephone service	658.1
MUNICIPAL RESOURCE GROUP, LLC	Consulting Services - HR services through 4/30/24	100	2325 · Consulting services	2,981.2
MUNICIPAL RESOURCE GROUP, LLC	Consulting Services - ESL coaching for staff through 04/30/24	100	2388 · Training and education	450.0
VERIZON WIRELESS(372347623)	Telephone Service - wireless service for laptops & IPads from 3/21/24-4/20/24	100	2534 · Telephone service	312.0
VERIZON WIRELESS(372347623)	Telephone Service - wireless service for laptops & IPads from 4/21/24-5/20/24	100	2534 · Telephone service	335.4
CALAMP WIRELESS NETWORKS CORPORATION	Vehicles - vehicles GPS monthly services for June 2024	200	2083 · Parts and repairs vehicles	249.3
CALCON SYSTEMS, INC.	Pump Station - PLC upgrade	200	2359 · Maint- pump sta's & force mains	28,964.0
CALIFORNIA DIESEL & POWER INC. (CD&POWER)	Pump Stations - Peacock 8156 PM and Load Bank	200	2359 · Maint- pump sta's & force mains	2,065.0
CALIFORNIA DIESEL & POWER INC. (CD&POWER)	Pump Stations - AGGRECO generator PM and load bank	200	2359 \cdot Maint- pump sta's & force mains	2,390.0
CALIFORNIA DIESEL & POWER INC. (CD&POWER)	Pump Stations - Riviera Pump Station service and inspection Load Bank	200	2359 · Maint- pump sta's & force mains	2,390.0
CALIFORNIA DIESEL & POWER INC. (CD&POWER)	Pump Stations - LochLomond service and maintenance loadbank	200	2359 \cdot Maint- pump sta's & force mains	2,700.0
CALIFORNIA DIESEL & POWER INC. (CD&POWER)	Pump Stations - North Francisco service and maintenance Load Bank	200	2359 \cdot Maint- pump sta's & force mains	4,565.0
CALIFORNIA DIESEL & POWER INC. (CD&POWER)	Pump Stations - portable unit 8196 service maintenance Load Bank	200	2359 \cdot Maint- pump sta's & force mains	2,065.0
CALIFORNIA DIESEL & POWER INC. (CD&POWER)	Pump Stations - WRR diagnose generator no start - connect spare generator	200	2359 \cdot Maint- pump sta's & force mains	2,533.2
CALIFORNIA DIESEL & POWER INC. (CD&POWER)	Pump Stations - San Pedro Pump Station service and maintenance Load Bank	200	2359 · Maint- pump sta's & force mains	2,115.0
CALIFORNIA DIESEL & POWER INC. (CD&POWER)	Pump Stations - Simms Pump Station generator PM and Load Bank	200	2359 · Maint- pump sta's & force mains	2,390.0
CALIFORNIA DIESEL & POWER INC. (CD&POWER)	Pump Stations - Bret Harte Pump Station Generator PM & Load Bank	200	2359 · Maint- pump sta's & force mains	2,140.0
CALIFORNIA DIESEL & POWER INC. (CD&POWER)	Pump Stations - Glenwood Pump Station generator and Load Bank	200	2359 · Maint- pump sta's & force mains	2,390.0
CALIFORNIA DIESEL & POWER INC. (CD&POWER)	Pump Stations - WRR repair generator	200	2359 · Maint- pump sta's & force mains	3,838.1
CALIFORNIA DIESEL & POWER INC. (CD&POWER)	Pump Stations - S0. Francisco - service and maintenance loadbank	200	2359 · Maint- pump sta's & force mains	2,115.0
DURACABLE MANUFACTURING	Collection System - blades for small hand rodding machine	200	2360 · O&M - collection systems	984.7
GRAINGER	Pump Station - small parts for stilling well installation at WRR	200	2359 · Maint- pump sta's & force mains	305.7
PACE SUPPLY	Pump Stations - WRR PLC upgrade stilling well parts	200	2359 · Maint- pump sta's & force mains	195.4
PACE SUPPLY	Pump Stations - PLC upgrade WRR stilling well parts	200	2359 · Maint- pump sta's & force mains	291.3
PACE SUPPLY	Pump Stations - restocking fee	200	2359 · Maint- pump sta's & force mains	40.1
PG&E a/c 2480926202-5	Power - electric service for pump stations from 4/16/24-5/14/24	200	2535 · Electric utility costs	22,628.3
SHAPE INC	Pump Stations - flygt pump concentrated cooling fluid	200	2359 · Maint- pump sta's & force mains	788.2
USABLUEBOOK	Collection Systems - manhole lid cushions	200	2360 · O&M - collection systems	198.2
VESTIS	Uniforms - weekly service ending 5/14/24	200	2021 · Uniforms	279.0
VESTIS	Uniforms - weekly service ending 5/28/24	200	2021 · Uniforms	276.7
WATER COMPONENTS & BLDG SUPPLY	Pump Station - chest waders	200	2359 · Maint- pump sta's & force mains	99.1
WECO INDUSTRIES LLC	Collection System - adapter rod	200	2360 · O&M - collection systems	266.4
CALCON SYSTEMS, INC.	North Francisco Pump Station - North Francisco PLC upgrade	300	4155 · N. Francisco/WRR Pump St (10)	15,596.0
CALCON SYSTEMS, INC.	West Railroad Pump Station - North Francisco PLC upgrade	300	4157 · WRR Pump Station (10)	13,562.5
CALCON SYSTEMS, INC.	North Francisco Pump Station - North Fran PLC upgrade	300	4155 · N. Francisco/WRR Pump St (10)	13,550.0
CALCON SYSTEMS, INC.	West Railroad Pump Station - WRR PLC upgrade	300	4157 · WRR Pump Station (10)	11,750.0
EWERS ENGINEERING INC	Isolation Valve Replacement Project - engineering services from 4/01/24-5/31/24	300	4345 · Isolation Valve Replacement (10	3,496.0
KIMLEY-HORN AND ASSOCIATES, INC.	2023 Sewer Improvements - various locations - for engineering services rendered through 4/30/24	300	4356 · Sewer Improv-mult Locations80	9,500.0
MILLER PACIFIC ENGINEERING GROUP INC	2020 Sewer Pipe Repair and Replacement Project - geotechnical services and testing from 3/11/24-5/05/24	300	4342 · 2020-21 Sewer Improvement (80)	9,723.8
NUTE ENGINEERING INC	Bayside Acres Beach Sewer Improvements Project - engineering services from 4/01/24-4/30/24	300	4338 · Rehab Beach Swr Baysid PhABC-80	8,743.5
PAT NELSON CONSTRUCTION	Bayside Acres Beach Sewer Improvements Project - engineering services noin 4/0/1/24-4/30/24	300	4338 · Rehab Beach Swr Baysid PhABC-80	204,418.2
	Bayona Alexa Baadh actroi improvementa i rajeut - progresa payment #2	500	Tenab Beach Swi Baysid I IABC-00	384,953.8

SAN RAFAEL SANITATION DISTRICT Agenda Item No. 3.c.

SUBJECT:	2024-25 Appropriations Limit (Proposition 4)
FROM:	Doris Toy, District Manager/District Engineer
TO:	San Rafael Sanitation District Board of Directors
DATE:	July 19, 2024

Recommendation:

Adopt resolution establishing the Fiscal Year 2024-25 Appropriations Limit on tax proceeds (Proposition 4).

Background/Summary:

Article XIIIB of the California Constitution specifies that appropriations made by State and local governments may increase annually by a factor comprised of the change in population combined with either the change in California per capita personal income or of the change in the local assessment roll due to local non-residential construction.

The Department of Finance is mandated to provide the population and California per capita personal income change data for local jurisdictions to calculate their appropriations limits. District staff has been provided with the new price and population factors for setting the Fiscal Year 2024-25 Appropriations Limit. Using the factors provided, the calculated maximum limit applicable to the Fiscal Year 2024-25 appropriations of tax proceeds is \$1,550,132.

The District receives proceeds of taxes from property taxes and ERAF revenues that may be excluded from the limit as qualified capital outlay under the rules for appropriations subject to limitation. For the Fiscal Year 2024-25, the District anticipates its proceeds of taxes to be excluded from the limit in their entirety or excluded below the limit and the amount subject to refund to be \$0. The calculation of actual proceeds of taxes received and the extent of proceeds of taxes excluded from the limit is included as part of the annual audit.

Attachments: Resolution 2024-25 Appropriation Limit Calculation Department of Finance Price and Population Information

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 24-1285

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN RAFAEL SANITATION DISTRICT ESTABLISHING THE 2024-25 APPROPRIATIONS LIMIT (PROPOSITION 4)

BE IT RESOLVED by the Board of Directors of the San Rafael Sanitation District, County of Marin, State of California, that the calculated maximum limit applicable to the 2024-25 appropriation of tax proceeds is \$1,550,132 in accordance with Article XIIIB of the Constitution of the State of California.

PASSED AND ADOPTED at a regular meeting of the San Rafael Sanitation District Board of Directors on the 19th day of July 2024, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

SAN RAFAEL SANITATION DISTRICT

Kate Colin, Chair

ATTEST:

Maribeth Bushey, Acting Secretary

SAN RAFAEL SANITATION DISTRICT 2024-25 APPROPRIATION LIMIT CALCULATION

Per Capita Personal Income Change For FY 2024-25	5		3.62%
PCPI Ratio:	3.62+100		1.0362
	100		
Population Change For 1/1/23 to 1/1/24			
San Rafael	(0.45)		
Unincorporated	(0.45)		
Population Change Weighted Average:	(a)	(b)	(a) x (b)
San Rafael	(0.45)	0.90	(0.4050)
Unincorporated	(0.45)	0.10	(0.0450) (0.4500)
Population Ratio:	(0.4500)+100		0.9955
	100	:	0.9955
	(a)	(b)	(a) x (b)
Factor for FY 2024-25	1.0362	0.9955	1.0315
FY 2023-24 Appropriation Limit			1,502,740
	(a)	(b)	(a) x (b)
Calculated FY 2024-25 Appropriation Limit	1.0315	1,502,740	1,550,132



April 30, 2024

Dear Fiscal Officer:

Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2024, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2024-25. Attachment A provides the change in California's per capita personal income and an example for utilizing the factors to calculate the 2024-25 appropriations limit. Attachment B provides the city and unincorporated county population percentage change change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. <u>California Revenue</u> and Taxation Code section 2228 provides additional information regarding the appropriations limit. <u>Article XIII B, section 9(C) of the California Constitution</u> exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2024**. Please note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s Richard Gillihan

RICHARD GILLIHAN Chief Operating Officer

Attachment

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2024-25 appropriation limit is:

Per Capita Personal Income

Fiscal Year	Percentage change
(FY)	over prior year
2024-25	3.62

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2024-25 appropriation limit.

2024-25:

Per Capita Cost of Living Change = 3.62 percent Population Change = 0.17 percent

Per Capita Cost of Living converted to a ratio:	$\frac{3.62 + 100}{100} = 1.0362$
Population converted to a ratio:	$\frac{0.17 + 100}{100} = 1.0017$
Calculation of factor for FY 2024-25:	1.0362 x 1.0017 = 1.0379

Fiscal Year 2024-25

Attachment B Annual Percent Change in Population Minus Exclusions* January 1, 2023 to January 1, 2024 and Total Population, January 1, 2024

County	Percent Change	Population Min	us Exclusions	<u>Total</u> Population
City	23-24	1-1-23	1-1-24	1-1-24
Marin				
Belvedere	-0.15	2,046	2,043	2,043
Corte Madera	-0.44	9,916	9,872	9,882
Fairfax	-0.38	7,399	7,371	7,371
Larkspur	0.13	12,638	12,655	12,655
Mill Valley	-0.44	13,695	13,635	13,635
Novato	-1.08	51,415	50,861	51,140
Ross	-0.26	2,278	2,272	2,272
San Anselmo	-0.14	12,443	12,426	12,426
San Rafael	-0.45	59,855	59,585	59,585
Sausalito	-0.55	6,894	6,856	6,856
Tiburon	-0.36	8,841	8,809	8,809
Unincorporated	-0.45	62,940	62,656	66,170
County Total	-0.53	250,360	249,041	252,844

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

SAN RAFAEL SANITATION DISTRICT Agenda Item No. 3.d.

DATE:	July 19, 2024
TO:	Board of Directors, San Rafael Sanitation District
FROM:	Tim Tran, Associate Civil Engineer Philip Buckley, Principal Civil Engineer
APPROVED:	Doris Toy, District Manager/District Engineer
SUBJECT:	Adopt resolution 24-1287 to award contract for the Bret Harte Easement Retaining Wall Improvement Project

<u>RECOMMENDATION</u>:

Adopt resolution 24-1287 awarding contract to Pat Nelson Construction, Inc., for the Bret Harte Easement Retaining Wall Improvement Project, in the amount of \$1,544,834.

BACKGROUND:

The District owns and maintains a 6-inch sanitary sewer located within a 20-foot wide hillside easement that provides sewage services for residents from 60 Bret Harte Road to 140 Bret Harte Road. The easement, sewer facilities, and associated retaining walls are primarily located near or adjacent to the northern property line of the existing residences. Within the easement, there is a partially improved pathway approximately 10 feet wide and was originally formed by cutting the uphill slope and filling the hillside below and included the construction of a 4-foot-tall wooden retaining wall. In 2018, the District repaired an 80-foot section of wall due to a landslide at 92 Bret Harte Road. In 2019, the District made improvements on a section of hillside due to a landslide on an undeveloped property and temporarily repaired approximately 100 feet of retaining wall. In May 2023, the District entered a professional services agreement with Miller Pacific Engineering Group to design the improvements of the retaining wall.

This project consists of constructing a total of nine (9) retaining walls providing slope stability to a sanitary sewer easement. There are four (4) soil nail walls with vertical micropiles and five (5) walls supported on drilled piers with grade beams. Project also includes a drainage culvert, geocell drainage, and replacement of 100 LF of 6-inch sanitary sewer pipe. The existing retaining walls are over 50 years old and are in poor condition in several places. Additionally, slip-outs and soil erosion have contributed to a narrowing of the path along the easement reducing maintenance access and exposing the existing sewer main in a couple locations. These poor slope stability conditions in the sewer easement make it very difficult to perform maintenance service to the main and pose safety concerns to our maintenance staff. Without slope stability improvements the existing main is at risk of failure.

The District reserves the right to award all, none, or any combination of the various bid items at the District's sole discretion.

On June 5, 2024, and June 12, 2024, the District published a notice inviting bids for the Bret Harte Easement Retaining Wall Improvement Project, and bids were opened on June 27, 2024.

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

Contractor	Bid Amount
Engineer's Estimate	\$1,129,624.00
Nelson Construction	\$1,544,834.00
Valentine Corporation	\$1,633,369.00
Ghilotti Construction Company, Inc.	\$2,699,201.00

Please see the attached bid summary for an itemized breakdown of the items.

ANALYSIS:

The Engineer's Estimate for the bid was \$1,129,624.00. With a bid of \$1,544,834.00, Pat Nelson Construction, Inc., was the lowest responsible bidder for this project. They are also the same contractor for the Bayside Acres Beach Sewer Relocation Project, Phase B1, which has substantially completed the construction as of today. Pat Nelson Construction has been good to work with on the Bayside Acres project. They have performed good work with limited requests for change orders and great communication with the neighbors.

The District's engineering consultant, Miller Pacific Engineering Group, has reviewed the bid package and has recommended that this project be awarded to Pat Nelson Construction, Inc.

FISCAL IMPACT:

Pat Nelson's total bid amount is \$1,544,834.00. This construction project will be funded under the 80-Year Life Cycle Sewer Replacement Program from the FY 2024-25 Budget.

OPTIONS:

- 1) Staff recommends that the Board award the contract to Pat Nelson Construction, Inc. for the total amount of \$1,544,834.00.
- 2) The Board may reject all bids and rebid the project. Staff do not recommend this option since this will delay the start of construction with the risk of sewer overflows, landslides and safety hazards to our maintenance staff.

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution awarding contract to Pat Nelson Construction, Inc., for the Bret Harte Easement Retaining Wall Improvement Project, in the amount of \$1,544,834.00.

Attachments:

- 1. MPEG Recommendation Letter
- 2. Bid Summary
- 3. Resolution

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 24-1287

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN RAFAEL SANITATION DISTRICT AWARDING CONTRACT TO PAT NELSON CONSTRUCTION, INC. FOR THE BRET HARTE EASEMENT RETAINING WALL IMPROVEMENT PROJECT

WHEREAS, sealed bids or proposals were received by the San Rafael Sanitation District for the Bret Harte Easement Retaining Wall Improvement Project, and all such bids were publicly opened, examined, and declared; and

WHEREAS, the bid or proposal of Pat Nelson Construction, Inc., at the quotation stated in their bid, was and is the lowest responsible bid or proposal; and

WHEREAS, the District's consulting engineer, Miller Pacific Engineering Group, after review and evaluation, has recommended award of the contract to Pat Nelson Construction, Inc.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Chair and Secretary are authorized to execute a contract on behalf of the San Rafael Sanitation District with Pat Nelson Construction, Inc., for construction of the Bret Harte Easement Retaining Wall Improvement Project, 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 regular meeting of the San Rafael Sanitation District Board of Directors held on the 19th day of July 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

Kate Colin, Chair

ATTEST:

Maribeth Bushey, Secretary



July 16, 2024 File: 2157.350 Award Recommendation

San Rafael Sanitation District 111 Morphew Street San Rafael, CA 94901

Attn: Doris Toy, District Manager

Re: Bret Harte Retaining Wall Repairs – Bret Harte Road Sewer Easement San Rafael, CA Award Recommendation

Dear Doris:

On June 27, 2024 three (3) bids were received for the above-referenced project. A spreadsheet comparing these bids is enclosed.

The lowest apparent bid of \$1,544,834 was submitted by Nelson Construction of Petaluma. Attached are the license details obtained from the Contractor's License Board which shows that Nelson Construction has a valid Contractor's License and they are registered with the California Department of Industrial Relations (DIR). The subcontractor, SAK Builders inc., also has a valid Contractor's License and is registered with the DIR.

We reviewed their submitted bid package and recommend that the Board award the project to Nelson Construction.

Very truly yours,

MILLER PACIFIC ENGINEERING GROUP

REVIEWED BY:

Reece Canfield

Reece Canfield, E.I.T. Staff Engineer III



Scott Stephens Geotechnical Engineer No. 2398 (Expires 6/30/25)

SAN RAFAEL SANITATION DISTRICT MARIN COUNTY, CALIFORNIA BRET HARTE EASEMENT RETAINING WALL IMPROVEMENT PROJECT BID RESULTS SUMMARY

			Pat Ne	elson	Valentine Cor	poration	Ghilotti Construc	tion Company
Item Description	Unit	Quantity	Price	Extension	Price	Extension	Price	Extension
1 Mobilization / Demobilization, and Misc. Items	LS	1.00	\$75,000.00	\$75,000.00	\$148,258.00	\$148,258.00	\$120,000.00	\$120,000.00
2 Clearing and Grubbing	LS	1.00	\$185,000.00	\$185,000.00	\$111,000.00	\$111,000.00	\$140,000.00	\$140,000.00
3 Path Grading	LS	1.00	\$135,000.00	\$135,000.00	\$44,500.00	\$44,500.00	\$90,000.00	\$90,000.00
4.1 Wall1: 18" Cast-In-Place Concrete Piers	LF	78.00	\$308.00	\$24,024.00	\$545.00	\$42,510.00	\$1,600.00	\$124,800.00
4.2 Wall1: 18" x 18" Reinforced Concrete Grade Beam	SF	45.00	\$445.00	\$20,025.00	\$440.00	\$19,800.00	\$900.00	\$40,500.00
4.3 Wall1: Reinforced Retaining Wall Stem and Drainage	SF	167.00	\$210.00	\$35,070.00	\$208.00	\$34,736.00	\$525.00	\$87,675.00
4.4 Wall1: Safety Rail	LF	30.00	\$150.00	\$4,500.00	\$187.00	\$5,610.00	\$117.00	\$3,510.00
4.5 Wall1: Rip Rap	TON	5.00	\$750.00	\$3,750.00	\$700.00	\$3,500.00	\$1,100.00	\$5,500.00
4.6 Wall1: Geocell Drainage	SF	200.00	\$30.00	\$6,000.00	\$18.00	\$3,600.00	\$80.00	\$16,000.00
5.1 Wall2: Shotcrete Retaining Wall Stem and Drainage	SF	120.00	\$140.00	\$16,800.00	\$153.00	\$18,360.00	\$230.00	\$27,600.00
5.2 Wall2: Lateral Soil Nails	LF	60.00	\$200.00	\$12,000.00	\$141.00	\$8,460.00	\$500.00	\$30,000.00
5.3 Wall2: Vertical Micropiles	LF	40.00	\$250.00	\$10,000.00	\$178.00	\$7,120.00	\$450.00	\$18,000.00
6.1 Wall3: Shotcrete Retaining Wall Stem and Drainage	SF	620.00	\$75.00	\$46,500.00	\$146.00	\$90,520.00	\$125.00	\$77,500.00
6.2 Wall3: Lateral Soil Nails	LF	255.00	\$160.00	\$40,800.00	\$141.00	\$35,955.00	\$240.00	\$61,200.00
6.3 Wall3: Vertical Micropiles	LF	170.00	\$195.00	\$33,150.00	\$178.00	\$30,260.00	\$240.00	\$40,800.00
7.1 Wall4: Shotcrete Retaining Wall Stem and Drainage	SF	520.00	\$75.00	\$39,000.00	\$138.00	\$71,760.00	\$125.00	\$65,000.00
7.2 Wall4: Lateral Soil Nails	LF	210.00	\$140.00	\$29,400.00	\$141.00	\$29,610.00	\$240.00	\$50,400.00
7.3 Wall4: Vertical Micropiles	LF	140.00	\$195.00	\$27,300.00	\$178.00	\$24,920.00	\$280.00	\$39,200.00
8.1 Wall5: 18" Cast-In-Place Concrete Piers	LF	45.00	\$350.00	\$15,750.00	\$670.00	\$30,150.00	\$2,100.00	\$94,500.00
8.2 Wall5: 18" x 18" Reinforced Concrete Grade Beam	SF	45.00	\$445.00	\$20,025.00	\$377.00	\$16,965.00	\$900.00	\$40,500.00
8.3 Wall5: Reinforced Retaining Wall Stem and Drainage	SF	115.00	\$300.00	\$34,500.00	\$257.00	\$29,555.00	\$525.00	\$60,375.00
8.4 Wall5: Safety Rail	LF	28.00	\$150.00	\$4,200.00	\$187.00	\$5,236.00	\$117.00	\$3,276.00
9.1 Wall6: 18" Cast-In-Place Concrete Piers	LF	100.00	\$340.00	\$34,000.00	\$536.00	\$53,600.00	\$1,500.00	\$150,000.00
9.2 Wall6: 18" x 18" Reinforced Concrete Grade Beam	SF	64.00	\$380.00	\$24,320.00	\$381.00	\$24,384.00	\$1,000.00	\$64,000.00
9.3 Wall6: Reinforced Retaining Wall Stem and Drainage	SF	228.50	\$200.00	\$45,700.00	\$247.00	\$56,439.50	\$450.00	\$102,825.00
9.4 Wall6: Geocell Drainage	SF	200.00	\$35.00	\$7,000.00	\$18.00	\$3,600.00	\$75.00	\$15,000.00
10.1 Drainage Inlet	EA	1.00	\$13,000.00	\$13,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
10.2 Trash Rack	EA	1.00	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00	\$16,000.00	\$16,000.00
10.3 Backfill	CY	30.00	\$800.00	\$24,000.00	\$600.00	\$18,000.00	\$1,600.00	\$48,000.00
10.4 Subdrain	LF	30.00	\$300.00	\$9,000.00	\$275.00	\$8,250.00	\$350.00	\$10,500.00
10.5 Culvert	EA	1.00	\$6,000.00	\$6,000.00	\$4,000.00	\$4,000.00	\$12,000.00	\$12,000.00
11.1 Wall7: 18" Cast-In-Place Concrete Piers	LF	71.50	\$340.00	\$24,310.00	\$583.00	\$41,684.50	\$1,600.00	\$114,400.00
11.2 Wall7: 18" x 18" Reinforced Concrete Grade Beam	SF	45.00	\$500.00	\$22,500.00	\$431.00	\$19,395.00	\$650.00	\$29,250.00
11.3 Wall7: Reinforced Retaining Wall Stem and Drainage	SF	144.00	\$240.00	\$34,560.00	\$313.00	\$45,072.00	\$525.00	\$75,600.00
11.4 Wall7: Safety Rail	LF	30.00	\$150.00	\$4,500.00	\$190.00	\$5,700.00	\$117.00	\$3,510.00
11.5 Wall7: Rip Rap	TON	5.00	\$1,000.00	\$5,000.00	\$750.00	\$3,750.00	\$1,500.00	\$7,500.00
12.1 Wall8: Shotcrete Retaining Wall Stem and Drainage	SF	1,375.00	\$70.00	\$96,250.00	\$127.00	\$174,625.00	\$110.00	\$151,250.00
12.2 Wall8: Lateral Soil Nails	LF	450.00	\$125.00	\$56,250.00	\$141.00	\$63,450.00	\$240.00	\$108,000.00
12.3 Wall8: Vertical Micropiles	LF	300.00	\$150.00	\$45,000.00	\$178.00	\$53,400.00	\$210.00	\$63,000.00

Engineer Estimates: Base Bid

\$1,129,624.00

13.1 Wall9: 18" Cast-In-Place Concrete Piers	LF	54.00	\$400.00	\$21,600.00	\$730.00	\$39,420.00	\$1,800.00	\$97,200.00
13.2 Wall9: 18" x 18" Reinforced Concrete Grade Beam	SF	58.00	\$475.00	\$27,550.00	\$433.00		\$625.00	\$36,250.00
13.3 Wall9: Reinforced Retaining Wall Stem and Drainage	SF	120.00	\$300.00	\$36,000.00	\$455.00	\$54,600.00	\$525.00	\$63,000.00
13.4 Wall9: Safety Rail	LF	40.00	\$150.00	\$6,000.00	\$190.00	\$7,600.00	\$117.00	\$4,680.00
14 New 6" HDPE Sewer Line	LF	100.00	\$450.00	\$45,000.00	\$200.00	\$20,000.00	\$1,000.00	\$100,000.00
15 HDPE Pipe Anchors and Stakes	EA	6.00	\$1,000.00	\$6,000.00	\$1,600.00	\$9,600.00	\$7,500.00	\$45,000.00
16 Erosion Control Mat and Hydroseed	LS	1.00	\$35,000.00	\$35,000.00	\$28,000.00	\$28,000.00	\$68,000.00	\$68,000.00
17 As-Built Drawings	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
18 Large Tree Removal	EA	1.00	\$3,500.00	\$3,500.00	\$8,000.00	\$8,000.00	\$6,400.00	\$6,400.00
19 Winterization	LS	1.00	\$50,000.00	\$50,000.00	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00
20 Verification Nails & Load Testing	EA	6.00	\$2,500.00	\$15,000.00	\$2,300.00	\$13,800.00	\$5,250.00	\$31,500.00
21 Maintain Sewer Service at Wall 6 & 7	LS	1.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
47 Items		Totals		\$1,544,834.00		\$1,633,369.00		\$2,699,201.00
Check Percentage Bid Item 1 to Total Project (5% max)				4.9%		9.1%		4.4%
Addendum Acknowledged	-	Addendum No.	1	Yes		Yes		Yes
Contract Signed				<u>√</u>		1		✓
License Number						v		1
Contractors License Number	-			601031		229225		539855
DIR Number								
SUBCONTRACTORS				Yes		Yes		Yes
Subcontractors			SAK Builder	rs (Lic. 1096074)		nce (Lic. 409607)		illing Company Inc
						uilding (798269)		Fence Company Inc
						rs (Lic. 1096074)		z Steel Corporation
					MSC	Rebar (1096074)	Superio	r Hydroseeding Inc
Project Experience Criteria				Yes		Yes		Yes
Non-Collusion Affidavi				1		1		✓
Safety Compliance Affidavi				 Image: A start of the start of		 		
Bidder's Statement Financial Responsibility & Experience				 Image: A start of the start of		 		\checkmark
Three Year EMR ≤ 1.0				1.41		1.55		0.98
$RIR \le 5.5$				0.00		5.23		3.65
$LTIR \leq 2.0$				0.00		3.13		2.71
Financial Qualifications (Credit Report) Submitted/B30				×		 ✓ 		✓
Drug-Free Certification	L			7				\checkmark
Bid Bond	l			\checkmark		×		

SAN RAFAEL SANITATION DISTRICT Agenda Item No. 3.e.

DATE:	July 19, 2024
то:	Board of Directors, San Rafael Sanitation District
FROM:	Tim Tran, Associate Civil Engineer Philip Buckley, Principal Civil Engineer
APPROVED:	Doris Toy, District Manager/District Engineer
SUBJECT:	Adopt resolution to award contract for the 2023 Sewer Rehabilitation Project

<u>RECOMMENDATION</u>:

Adopt resolution awarding contract to Glosage Engineering, Inc., for the 2023 Sewer Rehabilitation Project, in the amount of 5,181,604.75.

BACKGROUND:

As part of the 80-Year Gravity Main Lifecycle Replacement Program, it is the District's goal to replace 2.5 miles of pipe per year. It was previously 1.6 miles per year; however, the Board approved a sewer service charge increase, effective July 1, 2024, at the June 2024 Board Meeting to include an increase of pipe replacement to 2.5 miles per year.

In 2019, the District televised and assessed approximately 11.5 miles of sewer main from 4-inch to 36-inch diameter and manholes throughout central San Rafael near the US Highway-101 and nearby adjacent streets, using the Pipe Assessment Certification Program (PACP) rating system. In 2023, the District entered a Professional Services Agreement with Schaaf & Wheeler to perform an analysis for the 2019 Pipeline Condition Assessment Report, compile a list of sewers recommended for replacement and prepare a set of bid documents.

This project consists of replacing 2.7 miles of sewer main and lower laterals at more than 34 locations across San Rafael using both open trench and pipe bursting methods. The District reserved the right to award all, none, or any combination of the various bid items at the District's sole discretion.

On June 14, and June 25, 2024, the District published a notice inviting bids for the 2023 Sewer Rehabilitation Project, and bids were opened on July 12, 2024.

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

Contractor	Bid Amount
Engineer's Estimate	\$7,00,000.00
Glosage Engineering, Inc.	\$5,181,604.75
Bay Pacific Pipeline, Inc.	\$6,005,756.00
Pacific Trenchless, Inc.	\$6,203,215.00
Koios Engineering, Inc.	\$6,804,885.00
Cratus, Inc.	\$6,986,225.00
K.J. Woods Construction, Inc.	\$7,006,742.82
Ranger Pipelines, Inc.	\$7,764,557.80
W.R. Forde Associates, Inc.	\$8,882,394.00
Maggiora & Ghilotti, Inc.	\$8,967,967.00

Please see the attached bid summary for an itemized breakdown of the items.

ANALYSIS:

The Engineer's Estimate for the project was \$7,000,000.00. With a Bid of \$5,181,604.75, Glosage Engineering, Inc., was the lowest responsible bidder for this project.

The District's engineering consultant, Schaaf & Wheeler Consulting Civil Engineers, has reviewed their submitted bid package and has recommended that this project be awarded to Glosage Engineering, Inc.

FISCAL IMPACT:

Glosage Engineering's total bid amount is \$5,181,604.75. This construction project will be funded under the 80-Year Life Cycle Sewer Replacement Program from the FY 2024-25 Budget.

OPTIONS:

- 1) Staff recommends that the Board award the contract for the Base Bid to Glosage Engineering, Inc. for the total amount of \$5,181,604.75.
- 2) The Board may reject all bids and rebid the project. Staff does not recommend this option since this will delay the start of construction with the risk of sewer overflows, and construction costs may increase due to the cost climate.
- 3) The Board may provide other direction to staff.

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution awarding contract to Glosage Engineering, Inc., for the 2023 Sewer Rehabilitation Project, in the amount of \$5,181,604.75.

Attachments:

- 1. Schaaf & Wheeler Recommendation Letter
- 2. Bid Summary
- 3. Resolution

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 24-1290

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN RAFAEL SANITATION DISTRICT AWARDING CONTRACT TO GLOSAGE ENGINEERING, INC. FOR THE 2023 SEWER REHABILITATION PROJECT

WHEREAS, sealed bids or proposals were received by the San Rafael Sanitation District for the 2023 Sewer Rehabilitation Project, and all such bids were publicly opened, examined, and declared; and

WHEREAS, the bid or proposal of Glosage Engineering, Inc., at the quotation stated in their bid, was and is the lowest responsible bid or proposal; and

WHEREAS, the District's consulting engineer, Schaaf and Wheeler, Consulting Civil Engineers, after review and evaluation, has recommended award of the contract to Glosage Engineering, Inc.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Chair and Secretary are authorized to execute a contract on behalf of the San Rafael Sanitation District with Glosage Engineering, Inc., for construction of the 2023 Sewer Rehabilitation Project, 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 regular meeting of the San Rafael Sanitation District Board of Directors held on the 19th day of July 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

Kate Colin, Chair

ATTEST:

Maribeth Bushey, Secretary

Schaaf & Wheeler

CONSULTING CIVIL ENGINEERS

2200 Range Avenue, Ste. 201 Santa Rosa, CA 95403 707-528-4848

July 16, 2024

Doris Toy District Manager/District Engineer San Rafael Sanitation District 111 Morphew Street San Rafael, CA 94901

Subject: 2023 Sewer Rehabilitation Project, Results of Bid Opening on July 12, 2024

Dear Doris,

On July 12, 2024 nine (9) bids were received for the 2023 Sewer Rehabilitation Project. The apparent lowest responsive bidder is Glosage Engineering, Inc. with a Total Bid in the amount of \$5,181,604.75. A comparison of the highest, average, and engineer's estimate are listed below. The lowest bid is 26% lower than the engineer's estimate. Bids for similar projects within the Bay Area in recent months have also resulted in unit prices being significantly lower than estimated.

Lowest Apparent Bid	\$ 5,181,604.75
Highest Bid	\$ 8,967,967.00
Average Bid	\$ 7,089,261.00
Engineer's Estimate	\$ 7,000,000.00

Glosage Engineering, Inc. has a current Contractor's license and is registered with the Department of Industrial Relations (DIR). Glosage Engineering, Inc. did not list any subcontractors with their bid. Contractor license and DIR registration details are attached for reference.

We have reviewed the submitted bid package for both responsiveness and responsibility. Based on our review, we recommend that the 2023 Sewer Rehabilitation Project be awarded to Glosage Engineering, Inc.

Best regards, Schaaf & Wheeler

Benjamin L. Shick, PE Vice President



Contractor's License Detail for License # 1028046

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 click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 7/16/2024 5:37:42 PM

Business Information

GLOSAGE ENGINEERING INC 590 S 33RD ST RICHMOND, CA 94804 Business Phone Number:(510) 815-4505

 Entity
 Corporation

 Issue Date
 06/19/2017

 Expire Date
 06/30/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY. Bond Number: 100862258 Bond Amount: \$25,000 Effective Date: 06/06/2024 Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual LUIS ARMANDO GUZMAN CORNEJO 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: 06/19/2017

Workers' Compensation

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST Policy Number:WSA506175002 Effective Date: 08/10/2023 Expire Date: 08/10/2024 Workers' Compensation History

Other

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

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GLOSAGE ENGINEERING INC

Contractor

Contractor business email

guzmancrp@outlook.com

Contractor c ation eff date

2022-07-01

Contractor first name

Luis

Contractor mailing city

Richmond

Contractor mailing state

/24	i, 5:40 PM	GLOSAGE ENGINEERING INC
	СА	
	Contractor mailing zip	
	94804	
	Contractor physical city	
	RICHMOND	
	Contractor physical state	
	СА	
	Contractor physical zip	
	94804	
	Contractor certify date	
	2022-05-26	
	Contractor company type	
	Corporation	
	Contractor craft legacy	
	General Engineering	
	Contractor craft snow	
	Contractor c ation exp date	
	2025-06-30	
1	Contractor date deactivated	
	Contractor dba name	
	Glosage Engineering Inc	
	Contractor entity number	
	C3934492	

Contractor ID

1000051960

Contractor last name

Guzman Cornejo

Contractor mailing address2

Contractor physical address1

590 S 33rd Street

Contractor physical address2

Contractor source

legacy-pwcr

Contractor wc cert date

2023-08-10

Contractor wc exp date

2024-08-10

Contractor wc policy number

WSA506175002

Contractor wc selection

Insured by carrier

Contractor legal entity name

GLOSAGE ENGINEERING INC

 $Contractor\ mailing\ address 1$

590 South 33rd Street

Contractor wc carrier

GLOSAGE ENGINEERING INC

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\$7,000,000.00

		Glosage Engineering, Inc. Bay Pacific Pipeline				peline Inc	
Item	Item	Unit	Quantity	Price	Extension	Price	Extension
	Mob/Demob, WPCP/SWPPP, Permits & Licenses	LS	1.00	\$246,743.00	\$246,743.00	\$150,000.00	\$150,000.00
1	(Shall Not Exceed 5% of Total Bid)						
	Pedestrian Control, Traffic Control, and Notifications	LS	1.00	\$78,000.00		\$100,000.00	\$100,000.00
	Sheeting, Shoring, and Bracing	LS	1.00	\$35,000.00	\$35,000.00	\$140,000.00	\$140,000.00
	Temporary Bypass Pumping and Piping	LS	1.00	\$45,000.00	\$45,000.00	\$50,000.00	\$50,000.00
	6-inch Spot Repair	EA	13.00	\$9,800.00		\$3,000.00	\$39,000.00
	8-inch Spot Repair	EA	1.00	\$13,000.00		\$4,000.00	\$4,000.00
	6-inch Open Trench Repair	LF	14.00	\$630.00	. ,	\$300.00	\$4,200.00
	8-inch Open Trench Repair	LF	22.00	\$401.00		\$350.00	\$7,700.00
	6-inch Pipe Bursting	LF	1,352.00	\$210.00		\$180.00	\$243,360.00
	8-inch Pipe Bursting	LF	9,656.00		\$2,076,040.00		\$1,786,360.00
	6-inch Open Trench Replacement	LF	217.00	\$255.00	. ,	\$370.00	\$80,290.00
	8-inch Open Trench Replacement	LF	3,131.00	\$255.00			\$1,299,365.00
	Abandon 6" Sanitary Sewer	LF	253.00	\$13.00		\$95.00	\$24,035.00
	Replace Lower Lateral at Open Trench Location	EA	59.00	\$3,200.00		\$4,000.00	\$236,000.00
	Extend and Replace Lower Lateral (C41)	EA	2.00	\$1,500.00		\$5,000.00	\$10,000.00
	Trim and Replace Lower Lateral (C41)	EA	2.00	\$3,200.00		\$4,000.00	\$8,000.00
	Reconnect Lateral at Pipe Burst Location	EA	40.00	\$1,750.00		\$700.00	\$28,000.00
	Replace Lower Lateral at Pipe Burst Location	EA	154.00	\$2,500.00		\$3,000.00	\$462,000.00
	Replace Private Connection	EA	3.00	\$3,200.00		\$1,500.00	\$4,500.00
	Cap/Abandon Existing Lateral	EA	15.00	\$200.00		\$400.00	\$6,000.00
	Manhole Rehabilitation	EA	28.00	\$3,000.00		\$8,500.00	\$238,000.00
	Modify Manhole for Pipe Bursting	EA	66.00	\$550.00	. ,	\$350.00	\$23,100.00
	Repair/Reform Manhole Bench and Invert	EA	14.00	\$500.00		\$1,100.00	\$15,400.00
	Grout Manhole Invert	EA	18.00	\$200.00		\$500.00	\$9,000.00
	Remove Manhole Ladder Rungs	EA	31.00	\$250.00		\$250.00	\$7,750.00
	Replace Manhole Frame and Cover	EA	48.00	\$1,800.00		\$1,300.00	\$62,400.00
	Grout Manhole Grade Rings	EA EA	10.00 22.00	\$200.00	. ,	\$300.00	\$3,000.00
	Remove & Replace Rodding Inlet Locate and Raise Rodding Inlet to Grade	EA	22.00	\$4,500.00 \$3,500.00		\$2,600.00 \$750.00	\$57,200.00 \$1,500.00
	Locate and Raise Manhole to Grade	EA	2.00	\$3,250.00		\$800.00	\$1,600.00
	Install Sanitary Sewer Manhole	EA	3.00	\$14,000.00		\$8,500.00	\$25,500.00
	Abandon Existing Sanitary Manhole	EA	1.00	\$1,500.00		\$2,500.00	\$2,500.00
	2" Grind and Overlay	SY	15,511.00	\$10.25	\$158,987.75	\$36.00	\$558,396.00
	24" Trench Overcut	SY	825.00	\$29.00	\$23,925.00	\$61.00	\$50,325.00
	"STOP" Text Striping	EA	6.00	\$500.00		\$230.00	\$1,380.00
	"25" Text Striping	EA	1.00	\$220.00		\$200.00	\$200.00
	White Stop Bar Pavement Marking	LF	54.00	\$12.00		\$20.00	\$1,080.00
	Crosswalk Striping (Ladder)	LF	74.00	\$35.00		\$60.00	\$4,440.00
	Crosswalk Striping (Basic)	LF	111.00	\$25.00		\$25.00	\$2,775.00
	Centerline Pavement Marking	LF	1,400.00	\$3.00		\$6.00	\$8,400.00
	Double Yellow Pavement Marking	LF	1,830.00	\$7.50		\$11.00	\$20,130.00
	Right, Left, Straight Arrow Pavement Marking	EA	1.00	\$825.00	\$825.00	\$420.00	\$420.00
	Left Turn Arrow Pavement Marking	EA	2.00	\$625.00	\$1,250.00	\$150.00	\$300.00
	Right Turn Arrow Pavement Marking	EA	1.00	\$625.00		\$150.00	\$150.00
	Asphalt Disposal with Reinforcing Fabric	TON	600.00	\$10.00		\$75.00	\$45,000.00
	Hard Rock Excavation	CY	50.00	\$250.00		\$250.00	\$12,500.00
	As-Built Drawings	LS	1.00	\$5,000.00		\$5,000.00	\$5,000.00
	Concrete Curb and Gutter Replacment	LF	300.00	\$40.00	. ,	\$65.00	\$19,500.00
	Concrete Sidewalk Replacement	SY	50.00	\$45.00		\$500.00	\$25,000.00
	Concrete Driveway Entrance Replacement	SY	30.00	\$82.00		\$700.00	\$21,000.00
	Bid Allowance	AL		\$100,000.00	. ,	\$100,000.00	\$100,000.00
	48 Items		Totals		\$5,181,604.75		\$6,005,756.00

		(Glosage Engineering, Inc.		Bay Pacific Pipeline Inc	
Item	Item	Unit	Quantity	Price	Extension	Price	Extension
	Check Percentage Bid Item 1 to Total Project (5% max)				4.8%		2.5%
	Addendum Acknowledged	Adde	endum No. 1	, 2&3	Yes		Yes
	Bid Signed				\checkmark		\checkmark
	License Number				 Image: A set of the set of the		1
	Contractors License Number				1028046		524020
	SUBCONTRACTORS:				No		Yes
	Subcontractors					H and R Ph	umbing and Drain
						QA Constructo	r (Lic. A1013265)
						Chrisp Comp	any (Lic. 374600)
	Project Experience Criteria				Yes		Yes
	Non-Collusion Affidavit				\checkmark		\checkmark
	Safety Compliance Affidavit				\checkmark		 Image: A start of the start of
	Bidder's Statement Financial Responsibility & Experience				\checkmark		✓
	Three Year EMR ≤ 1.0				0.82		0.88
	$RIR \le 5.5$				0.00		0.00
	$LTIR \le 2.0$				0.00		0.00
	Financial Qualifications (Credit Report) Submitted/B30				✓		✓
	Drug-Free Certification						\checkmark
	Bid Bond				✓		 ✓

		PACIFIC TREN	ICHLESS INC.	Koios Engineering Inc	
Item	Item	Price	Extension	Price	Extension
1	Mob/Demob, WPCP/SWPPP, Permits & Licenses (Shall Not Exceed 5% of Total Bid)	\$75,885.00	\$75,885.00	\$300,000.00	\$300,000.00
	Pedestrian Control, Traffic Control, and Notifications	\$23,015.00	\$23,015.00	\$55,000.00	\$55,000.00
3	Sheeting, Shoring, and Bracing	\$43,765.00	\$43,765.00	\$50,000.00	\$50,000.00
	Temporary Bypass Pumping and Piping	\$17,045.00	\$17,045.00	\$35,000.00	\$35,000.00
	6-inch Spot Repair	\$7,005.00	\$91,065.00	\$12,000.00	\$156,000.00
	8-inch Spot Repair	\$8,005.00	\$8,005.00	\$12,000.00	
	6-inch Open Trench Repair	\$545.00	\$7,630.00	\$800.00	
8	8-inch Open Trench Repair	\$565.00	\$12,430.00	\$750.00	\$16,500.00
	6-inch Pipe Bursting	\$235.00	\$317,720.00	\$220.00	\$297,440.00
10	8-inch Pipe Bursting	\$255.00	\$2,462,280.00	\$240.00	\$2,317,440.00
	6-inch Open Trench Replacement	\$385.00	\$83,545.00	\$450.00	\$97,650.00
12	8-inch Open Trench Replacement	\$395.00	\$1,236,745.00	\$475.00	\$1,487,225.00
13	Abandon 6" Sanitary Sewer	\$35.00	\$8,855.00	\$10.00	\$2,530.00
14	Replace Lower Lateral at Open Trench Location	\$1,255.00	\$74,045.00	\$2,500.00	\$147,500.00
15	Extend and Replace Lower Lateral (C41)	\$1,255.00	\$2,510.00	\$3,500.00	\$7,000.00
	Trim and Replace Lower Lateral (C41)	\$555.00	\$1,110.00	\$2,000.00	\$4,000.00
	Reconnect Lateral at Pipe Burst Location	\$1,055.00	\$42,200.00	\$500.00	
	Replace Lower Lateral at Pipe Burst Location	\$1,255.00	\$193,270.00	\$2,500.00	
	Replace Private Connection	\$1,355.00	\$4,065.00	\$2,500.00	\$7,500.00
	Cap/Abandon Existing Lateral	\$815.00	\$12,225.00	\$100.00	
	Manhole Rehabilitation	\$3,495.00	\$97,860.00	\$4,500.00	\$126,000.00
	Modify Manhole for Pipe Bursting	\$985.00	\$65,010.00	\$2,000.00	
	Repair/Reform Manhole Bench and Invert	\$1,005.00	\$14,070.00	\$1,500.00	\$21,000.00
	Grout Manhole Invert	\$595.00	\$10,710.00	\$1,500.00	
25	Remove Manhole Ladder Rungs	\$235.00	\$7,285.00	\$100.00	
	Replace Manhole Frame and Cover	\$2,565.00	\$123,120.00	\$1,500.00	
	Grout Manhole Grade Rings	\$615.00	\$6,150.00	\$1,000.00	
	Remove & Replace Rodding Inlet	\$1,885.00	\$41,470.00	\$3,500.00	
	Locate and Raise Rodding Inlet to Grade	\$1,415.00	\$2,830.00	\$1,500.00	
	Locate and Raise Manhole to Grade	\$2,225.00	\$4,450.00	\$2,000.00	
31	Install Sanitary Sewer Manhole	\$12,835.00	\$38,505.00	\$15,000.00	
	Abandon Existing Sanitary Manhole	\$2,635.00	\$2,635.00	\$3,000.00	
	2" Grind and Overlay	\$45.00	\$697,995.00	\$40.00	\$620,440.00
	24" Trench Overcut	\$225.00	\$185,625.00	\$30.00	\$24,750.00
35	"STOP" Text Striping	\$335.00	\$2,010.00	\$650.00	\$3,900.00
	"25" Text Striping	\$235.00	\$235.00	\$250.00	
37	White Stop Bar Pavement Marking	\$20.00	\$1,080.00	\$20.00	\$1,080.00
	Crosswalk Striping (Ladder)	\$7.00	\$518.00	\$50.00	\$3,700.00
39	Crosswalk Striping (Basic)	\$7.00	\$777.00	\$40.00	\$4,440.00
	Centerline Pavement Marking	\$5.00	\$7,000.00	\$5.00	\$7,000.00
	Double Yellow Pavement Marking	\$7.00	\$12,810.00	\$8.00	\$14,640.00
42	Right, Left, Straight Arrow Pavement Marking	\$375.00	\$375.00	\$1,000.00	\$1,000.00
	Left Turn Arrow Pavement Marking	\$285.00	\$570.00	\$700.00	\$1,400.00
	Right Turn Arrow Pavement Marking	\$265.00	\$265.00	\$700.00	\$700.00
	Asphalt Disposal with Reinforcing Fabric	\$25.00	\$15,000.00	\$20.00	\$12,000.00
	Hard Rock Excavation	\$45.00	\$2,250.00	\$10.00	\$500.00
	As-Built Drawings	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	Concrete Curb and Gutter Replacment	\$65.00	\$19,500.00	\$100.00	\$30,000.00
	Concrete Sidewalk Replacement	\$225.00	\$11,250.00	\$450.00	\$22,500.00
	Concrete Driveway Entrance Replacement	\$315.00	\$9,450.00	\$600.00	\$18,000.00
	Bid Allowance	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
-	48 Items		\$6,203,215.00		\$6,804,885.00

		PACIFIC TREM	ICHLESS INC.	Koios Engineering Inc		
Item	Item	Price	Extension	Price	Extension	
	Check Percentage Bid Item 1 to Total Project (5% max)		1.2%			
_	Addendum Acknowledged		Yes	Ĩ		
	Bid Signed	\checkmark	\checkmark			
	License Number	✓	\checkmark			
	Contractors License Number		776788			
_	SUBCONTRACTORS:		Yes			
	Subcontractors	Bay Line Cut	ting & Coring			
		Quality St	riping, Inc.			
		Ronan Cons	truction, Inc.			
_		Cell-Crete	Corporation			
	Project Experience Criteria		Yes			
	Non-Collusion Affidavit		\checkmark			
	Safety Compliance Affidavit	>	\checkmark			
	Bidder's Statement Financial Responsibility & Experience	$\overline{\mathbf{A}}$	\checkmark			
	Three Year EMR ≤ 1.0		0.86			
_	$RIR \le 5.5$		0.00			
	$LTIR \le 2.0$		0.00			
	Financial Qualifications (Credit Report) Submitted/B30		7			
	Drug-Free Certification	>	\checkmark			
_	Bid Bond		\checkmark			

			Cratus, Inc. K.J. Woods (Construction
Item	Item	Unit	Quantity	Price	Extension	Price	Extension
1	Mob/Demob, WPCP/SWPPP, Permits & Licenses (Shall Not Exceed 5% of Total Bid)	LS	1.00	\$195,000.00	\$195,000.00	\$300,000.00	\$300,000.00
	Pedestrian Control, Traffic Control, and Notifications	LS	1.00	\$90,000.00	\$90,000.00	\$180,000.00	\$180,000.00
	Sheeting, Shoring, and Bracing	LS	1.00	\$75,000.00		\$250,000.00	\$250,000.00
	Temporary Bypass Pumping and Piping	LS	1.00	\$40,000.00	\$40,000.00		\$40,000.00
	6-inch Spot Repair	EA	13.00	\$5,500.00	\$71,500.00	\$5,500.00	\$71,500.00
	8-inch Spot Repair	EA	1.00	\$6,500.00	\$6,500.00	\$6,175.00	\$6,175.00
	6-inch Open Trench Repair	LF	14.00	\$500.00	\$7,000.00	\$750.00	\$10,500.00
	8-inch Open Trench Repair	LF	22.00	\$500.00	\$11,000.00		\$15,400.00
	6-inch Pipe Bursting	LF	1,352.00	\$220.00	\$297,440.00	\$260.00	
	8-inch Pipe Bursting	LF	9,656.00		\$2,317,440.00		\$2,558,840.00
	6-inch Open Trench Replacement	LF	217.00	\$400.00	\$86,800.00		\$108,500.00
	8-inch Open Trench Replacement	LF	3,131.00		\$1,330,675.00		\$1,596,810.00
	Abandon 6" Sanitary Sewer	LF	253.00	\$50.00	\$12,650.00		
	Replace Lower Lateral at Open Trench Location	EA	59.00	\$4,500.00	\$265,500.00	\$1,500.00	\$88,500.00
	Extend and Replace Lower Lateral (C41)	EA	2.00	\$4,500.00	\$9,000.00	\$6,000.00	\$12,000.00
	Trim and Replace Lower Lateral (C41)	EA	2.00	\$4,500.00	\$9,000.00	\$2,500.00	\$5,000.00
	Reconnect Lateral at Pipe Burst Location	EA	40.00	\$3,000.00	\$120,000.00	\$1,000.00	\$40,000.00
	Replace Lower Lateral at Pipe Burst Location	EA	154.00	\$4,500.00	\$693,000.00	\$1,500.00	\$231,000.00
	Replace Private Connection	EA	3.00	\$4,500.00	\$13,500.00	\$2,500.00	\$7,500.00
	Cap/Abandon Existing Lateral	EA	15.00	\$3,000.00	\$45,000.00	\$1,000.00	\$15,000.00
	Manhole Rehabilitation	EA	28.00	\$4,000.00	\$112,000.00	\$3,600.00	\$100,800.00
	Modify Manhole for Pipe Bursting	EA	66.00	\$2,500.00	\$165,000.00	\$1,000.00	\$66,000.00
	Repair/Reform Manhole Bench and Invert	EA	14.00	\$2,500.00	\$35,000.00	\$800.00	\$11,200.00
	Grout Manhole Invert	EA	18.00	\$1,500.00	\$27,000.00	\$600.00	\$10,800.00
	Remove Manhole Ladder Rungs	EA	31.00	\$250.00	\$7,750.00	\$50.00	\$1,550.00
	Replace Manhole Frame and Cover	EA	48.00	\$2,000.00	\$96,000.00	\$1,200.00	\$57,600.00
	Grout Manhole Grade Rings	EA	10.00	\$100.00	\$1,000.00	\$500.00	\$5,000.00
	Remove & Replace Rodding Inlet	EA	22.00	\$4,000.00	\$88,000.00	\$3,500.00	\$77,000.00
	Locate and Raise Rodding Inlet to Grade	EA	2.00	\$2,000.00	\$4,000.00	\$1,000.00	\$2,000.00
	Locate and Raise Manhole to Grade	EA	2.00	\$3,000.00	\$6,000.00	\$2,000.00	\$4,000.00
	Install Sanitary Sewer Manhole	EA	3.00	\$10,500.00	\$31,500.00		\$48,000.00
	Abandon Existing Sanitary Manhole	EA	1.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00
	2" Grind and Overlay	SY	15,511.00	\$30.00	\$465,330.00	\$33.62	\$521,479.82
	24" Trench Overcut	SY	825.00	\$70.00	\$57,750.00		\$14,850.00
	"STOP" Text Striping	EA	6.00	\$500.00	\$3,000.00	\$967.00	\$5,802.00
	"25" Text Striping	EA	1.00	\$500.00	\$500.00		\$200.00
	White Stop Bar Pavement Marking	LF	54.00	\$10.00	\$540.00		\$864.00
	Crosswalk Striping (Ladder)	LF	74.00	\$10.00	\$740.00		\$2,960.00
	Crosswalk Striping (Basic)	LF	111.00	\$10.00	\$1,110.00	\$32.00	\$3,552.00
	Centerline Pavement Marking	LF	1,400.00	\$10.00	\$14,000.00	\$3.00	\$4,200.00
	Double Yellow Pavement Marking	LF	1,830.00	\$10.00	\$18,300.00	\$7.00	\$12,810.00
	Right, Left, Straight Arrow Pavement Marking	EA	1.00	\$500.00	\$500.00	\$950.00	\$950.00
	Left Turn Arrow Pavement Marking	EA	2.00	\$500.00	\$1,000.00	\$675.00	\$1,350.00
	Right Turn Arrow Pavement Marking	EA	1.00	\$500.00	\$500.00	\$675.00	\$675.00
	Asphalt Disposal with Reinforcing Fabric	TON	600.00	\$40.00	\$24,000.00	\$20.00	\$12,000.00
	Hard Rock Excavation	CY	50.00	\$50.00	\$2,500.00	\$200.00	\$10,000.00
	As-Built Drawings	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	Concrete Curb and Gutter Replacment	LF	300.00	\$40.00	\$12,000.00	\$60.00	\$18,000.00
	Concrete Sidewalk Replacement	SY	50.00	\$90.00	\$4,500.00	\$50.00	\$2,500.00
	Concrete Driveway Entrance Replacement	SY	30.00	\$90.00	\$2,700.00	\$250.00	\$7,500.00
	Bid Allowance	AL		\$100,000.00		\$100,000.00	\$100,000.00
	48 Items		Totals		\$6,986,225.00		\$7,006,742.82
					,		

		Ranger	Pipelines	W.R. Forde	Associates,
Item	Item	Price	Extension	Price	Extension
1	Mob/Demob, WPCP/SWPPP, Permits & Licenses (Shall Not Exceed 5% of Total Bid)	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
	Pedestrian Control, Traffic Control, and Notifications	\$50,000.00	\$50.000.00	\$300,000.00	\$300,000.00
	Sheeting, Shoring, and Bracing	\$100,000.00	\$100,000.00		\$300,000.00
	Temporary Bypass Pumping and Piping	\$25,000.00		\$250,000.00	\$250,000.00
	6-inch Spot Repair	\$7,000.00	\$91,000.00		\$182,000.00
	8-inch Spot Repair	\$7,500.00	\$7,500.00		\$16,000.00
	6-inch Open Trench Repair	\$700.00	\$9,800.00	\$420.00	\$5,880.00
	8-inch Open Trench Repair	\$750.00	\$16,500.00	\$420.00	\$9,240.00
	6-inch Pipe Bursting	\$330.00	\$446,160.00	\$310.00	\$419,120.00
	8-inch Pipe Bursting		\$3,340,976.00		\$3,070,608.00
	6-inch Open Trench Replacement	\$400.00	\$86,800.00	\$345.00	\$74,865.00
	8-inch Open Trench Replacement		\$1,283,710.00	\$318.00	\$995,658.00
	Abandon 6" Sanitary Sewer	\$10.00	\$2,530.00	\$35.00	\$8,855.00
	Replace Lower Lateral at Open Trench Location	\$4,000.00	\$236,000.00	\$5,460.00	\$322,140.00
	Extend and Replace Lower Lateral (C41)	\$4,000.00	\$8,000.00	\$6,000.00	\$12,000.00
	Trim and Replace Lower Lateral (C41)	\$4,000.00	\$8,000.00	\$6,000.00	\$12,000.00
	Reconnect Lateral at Pipe Burst Location	\$2,500.00	\$100,000.00	\$365.00	\$12,000.00
	Replace Lower Lateral at Pipe Burst Location	\$4,000.00	\$616,000.00	\$5,460.00	\$840,840.00
	Replace Private Connection	\$4,000.00	\$12,000.00	\$6,000.00	\$18,000.00
	Cap/Abandon Existing Lateral	\$200.00	\$3,000.00	\$2,500.00	\$37,500.00
	Manhole Rehabilitation	\$3,400.00	\$95,200.00	\$3,600.00	\$100,800.00
				\$3,000.00	
	Modify Manhole for Pipe Bursting	\$400.00	\$26,400.00		\$198,000.00
	Repair/Reform Manhole Bench and Invert	\$1,200.00	\$16,800.00	\$3,000.00	\$42,000.00
	Grout Manhole Invert	\$800.00	\$14,400.00	\$2,500.00	\$45,000.00
	Remove Manhole Ladder Rungs	\$200.00	\$6,200.00	\$1,500.00	\$46,500.00
	Replace Manhole Frame and Cover	\$2,000.00	\$96,000.00	\$3,000.00	\$144,000.00
	Grout Manhole Grade Rings	\$100.00 \$2,500.00	\$1,000.00	\$1,500.00	\$15,000.00
	Remove & Replace Rodding Inlet	\$2,500.00	\$55,000.00	\$3,000.00	\$66,000.00
	Locate and Raise Rodding Inlet to Grade	\$1,500.00	\$3,000.00	\$1,800.00	\$3,600.00
	Locate and Raise Manhole to Grade	\$2,000.00	\$4,000.00	\$2,200.00	\$4,400.00
	Install Sanitary Sewer Manhole	\$8,000.00	\$24,000.00	\$9,500.00	\$28,500.00
	Abandon Existing Sanitary Manhole	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00
	2" Grind and Overlay	\$28.80	\$446,716.80	\$37.00	\$573,907.00
	24" Trench Overcut	\$40.00	\$33,000.00	\$164.00	\$135,300.00
	"STOP" Text Striping	\$220.00	\$1,320.00		\$1,380.00
	"25" Text Striping	\$145.00	\$145.00		\$150.00
	White Stop Bar Pavement Marking	\$10.00	\$540.00	\$12.00	\$648.00
	Crosswalk Striping (Ladder)	\$55.00	\$4,070.00	\$60.00	\$4,440.00
	Crosswalk Striping (Basic)	\$20.00	\$2,220.00	\$23.00	\$2,553.00
	Centerline Pavement Marking	\$6.00	\$8,400.00	\$7.00	\$9,800.00
	Double Yellow Pavement Marking	\$10.00	\$18,300.00	\$12.00	\$21,960.00
	Right, Left, Straight Arrow Pavement Marking	\$420.00	\$420.00	\$420.00	\$420.00
	Left Turn Arrow Pavement Marking	\$150.00	\$300.00	\$160.00	\$320.00
	Right Turn Arrow Pavement Marking	\$150.00	\$150.00	\$160.00	\$160.00
	Asphalt Disposal with Reinforcing Fabric	\$30.00	\$18,000.00	\$150.00	\$90,000.00
	Hard Rock Excavation	\$100.00	\$5,000.00	\$150.00	\$7,500.00
	As-Built Drawings	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	Concrete Curb and Gutter Replacment	\$50.00	\$15,000.00	\$88.00	\$26,400.00
	Concrete Sidewalk Replacement	\$200.00	\$10,000.00	\$180.00	\$9,000.00
	Concrete Driveway Entrance Replacement	\$300.00	\$9,000.00	\$245.00	\$7,350.00
48	Bid Allowance	\$100,000.00		\$100,000.00	\$100,000.00
	48 Items		\$7,764,557.80		\$8,882,394.00

SAN RAFAEL SANITATION DISTRICT MARIN COUNTY, CALIFORNIA 2023 SEWER REHABILITATION BID RESULTS SUMMARY

		Maggiora &	Ghilotti, Inc.
Item	Item	Price	Extension
1	Mob/Demob, WPCP/SWPPP, Permits & Licenses (Shall Not Exceed 5% of Total Bid)	\$430,000.00	\$430,000.00
	Pedestrian Control, Traffic Control, and Notifications	\$47,000.00	\$47,000.00
	Sheeting, Shoring, and Bracing	\$50,000.00	\$50,000.00
	Temporary Bypass Pumping and Piping	\$30,000.00	\$30,000.00
	6-inch Spot Repair	\$14,000.00	\$182,000.00
	8-inch Spot Repair	\$14,000.00	\$14,000.00
	6-inch Open Trench Repair	\$1,100.00	\$15,400.00
	8-inch Open Trench Repair	\$1,100.00	\$24,200.00
	6-inch Pipe Bursting	\$340.00	\$459,680.00
	8-inch Pipe Bursting		\$2,124,320.00
	6-inch Open Trench Replacement	\$310.00	\$67,270.00
	8-inch Open Trench Replacement	\$310.00	\$970,610.00
	Abandon 6" Sanitary Sewer	\$40.00	\$10,120.00
	Replace Lower Lateral at Open Trench Location	\$9,500.00	\$560,500.00
	Extend and Replace Lower Lateral (C41)	\$11,000.00	\$22,000.00
	Trim and Replace Lower Lateral (C41)	\$10,000.00	\$20,000.00
	Reconnect Lateral at Pipe Burst Location	\$11,000.00	\$440,000.00
	Replace Lower Lateral at Pipe Burst Location	\$10,850.00	\$1,670,900.00
19	Replace Private Connection	\$10,900.00	\$32,700.00
	Cap/Abandon Existing Lateral	\$1,600.00	\$24,000.00
21	Manhole Rehabilitation	\$3,600.00	\$100,800.00
22	Modify Manhole for Pipe Bursting	\$3,500.00	\$231,000.00
23	Repair/Reform Manhole Bench and Invert	\$5,000.00	\$70,000.00
24	Grout Manhole Invert	\$2,000.00	\$36,000.00
25	Remove Manhole Ladder Rungs	\$400.00	\$12,400.00
26	Replace Manhole Frame and Cover	\$2,000.00	\$96,000.00
27	Grout Manhole Grade Rings	\$500.00	\$5,000.00
28	Remove & Replace Rodding Inlet	\$4,000.00	\$88,000.00
29	Locate and Raise Rodding Inlet to Grade	\$1,200.00	\$2,400.00
30	Locate and Raise Manhole to Grade	\$2,400.00	\$4,800.00
31	Install Sanitary Sewer Manhole	\$13,000.00	\$39,000.00
32	Abandon Existing Sanitary Manhole	\$5,000.00	\$5,000.00
	2" Grind and Overlay	\$50.00	\$775,550.00
34	24" Trench Overcut	\$120.00	\$99,000.00
	"STOP" Text Striping	\$375.00	\$2,250.00
	"25" Text Striping	\$175.00	\$175.00
	White Stop Bar Pavement Marking	\$8.00	\$432.00
	Crosswalk Striping (Ladder)	\$8.00	\$592.00
	Crosswalk Striping (Basic)	\$8.00	\$888.00
	Centerline Pavement Marking	\$6.00	\$8,400.00
	Double Yellow Pavement Marking	\$6.00	\$10,980.00
	Right, Left, Straight Arrow Pavement Marking	\$250.00	\$250.00
	Left Turn Arrow Pavement Marking	\$250.00	\$500.00
	Right Turn Arrow Pavement Marking	\$250.00	\$250.00
	Asphalt Disposal with Reinforcing Fabric	\$30.00	\$18,000.00
	Hard Rock Excavation	\$30.00	\$1,500.00
	As-Built Drawings	\$5,000.00	\$5,000.00
	Concrete Curb and Gutter Replacment	\$100.00	\$30,000.00
	Concrete Sidewalk Replacement	\$300.00	\$15,000.00
	Concrete Driveway Entrance Replacement	\$470.00	\$14,100.00
48	Bid Allowance	\$100,000.00	\$100,000.00
	48 Items		\$8,967,967.00

SAN RAFAEL SANITATION DISTRICT Agenda Item No. 3.f.

DATE:	July 19, 2024
то:	Board of Directors, San Rafael Sanitation District
FROM:	Cindy Diaz, Assistant Civil Engineer Philip Buckley, Principal Civil Engineer
APPROVED:	Doris Toy, District Manager/District Engineer
SUBJECT:	Adopt resolution to award contract for the 2023 Sewer Improvements – Various Locations Project

<u>RECOMMENDATION</u>:

Adopt resolution awarding contract to Cratus, Inc., for the 2023 Sewer Improvements – Various Locations Project, in the amount of \$2,054,590.00.

BACKGROUND:

On June 16, 2023, the District entered a Professional Services Agreement with Kimley-Horn and Associates, Inc. for design and construction related services for the 2023 Sewer Improvements-Various Locations Project. This project was based on our sewer maintenance staff recommended list of pipes that require immediate attention due to poor access or pipe condition; and it consists of replacing a total of 0.7 miles of sewer main and lower laterals at the following locations using both open trench and pipe bursting methods:

- 1. Madrona Street, between Greenwood Avenue to Clorinda Avenue
- 2. Billou Street, between Bret Avenue and Du Bois Street
- 3. Grove Street, south of San Rafael Avenue
- 4. Edgewood Way, easement area from Valley View Avenue to Edgewood Way
- 5. Orange Tree easement, north of Sunset Way
- 6. McCoy Road, southeast of Bungalow Avenue
- 7. Fourth Street & C Street
- 8. Bayo Vista Way and East Crescent Drive
- 9. Terradillo Avenue Easement
- 10. Fourth Street and B Street

On June 12, 2024, and June 18, 2024, the District published a Notice Inviting Bids for the 2023 Sewer Improvements – Various Locations Project, and bids were opened on July 12, 2024. The following is the Engineer's Estimate and a list of the bids received:

Contractor	Bid Amount
Engineer's Estimate	\$ 1,600,000.00
Cratus, Inc.	\$ 2,054,590.00
Koios Engineering, Inc.	\$ 2,627,305.00
Maggiora & Ghilotti, Inc.	\$ 2,656,756.00
Argonaut Constructors	\$ 3,479,385.00

Please see the attached bid summary for an itemized breakdown of the items.

ANALYSIS:

The Engineer's Estimate for the 2023 Sewer Improvements – Various Locations Project was \$1,600,000.00. With a bid of \$2,054,590.00, Cratus, Inc., was the lowest responsible bidder for this project.

The District's engineering consultant, Kimley-Horn and Associates, Inc. has reviewed their submitted bid package and has recommended that this project be awarded to Cratus, Inc. Cratus has performed several successful construction projects for the District, such as the Sun Valley Sewer Improvement Project (2015); Lincoln Ave. Sewer Improvement Project, Paloma to Prospect (2016); and La Crescenta Way, Loma Linda Road and Marina Blvd. Sewer Improvement Project (2017).

FISCAL IMPACT:

Cratus Inc.'s total bid amount is \$2,054,590.00. This construction project will be funded under the 80-Year Life Cycle Sewer Replacement Program from the FY 2024-25 Budget.

OPTIONS:

- 1) Staff recommends that the Board award the contract to Cratus, Inc. for the total amount of \$2,054,590.00.
- 2) The Board may reject all bids and rebid the project. Staff does not recommend this option since this will delay the start of construction with the risk of sewer overflows, and construction costs may increase due to the cost climate.

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution awarding contract to Cratus, Inc., for the 2023 Sewer Improvements – Various Locations Project, in the amount of \$2,054,590.00.

Attachments:

- 1. Kimley-Horn Associates, Inc. Recommendation Letter
- 2. Bid Summary
- 3. Resolution

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 24-1288

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN RAFAEL SANITATION DISTRICT AWARDING CONTRACT TO CRATUS, INC. FOR THE 2023 SEWER IMPROVEMENTS - VARIOUS LOCATIONS PROJECT

WHEREAS, sealed bids or proposals were received by the San Rafael Sanitation District for the 2023 Sewer Improvements - Various Locations Project, and all such bids were publicly opened, examined, and declared; and

WHEREAS, the bid or proposal of Cratus, Inc., at the quotation stated in their bid, was and is the lowest responsible bid or proposal; and

WHEREAS, the District's consulting engineer, Kimley-Horn and Associates, Inc. after review and evaluation, has recommended award of the contract to Cratus, Inc.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Chair and Secretary are authorized to execute a contract on behalf of the San Rafael Sanitation District with Cratus, Inc., for construction of the 2023 Sewer Improvements - Various Locations Project, 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 regular meeting of the San Rafael Sanitation District Board of Directors held on the 19th day of July 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

Kate Colin, Chair

ATTEST:

Maribeth Bushey, Secretary

Kimley »Horn

July 16, 2024

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

RE: SRSD 2023 Sewer Improvement – Various Locations Project

Dear Doris:

On July 12, 2024 four (4) bids were received for the above-referenced project. A spreadsheet comparing these bids was provided to us by San Rafael Sanitation District for review.

The lowest apparent bid of \$2,054,590.00 was submitted by Cratus, Inc. Enclosed are the license details obtained from the Contractor's License Board which shows that Cratus, Inc has a valid Contractor's License and they are registered with the California Department of Industrial Relations (DIR). The subcontractors also have a valid Contractor's License and are registered with the DIR.

We reviewed their submitted bid package and recommend that the Board award the bid to Cratus, Inc.

Very Truly yours,

NO

Tyler Whaley, P.E

SAN RAFAEL SANITATION DISTRICT MARIN COUNTY, CALIFORNIA 2023 Sewer Improvements- Various Locations Project BID RESULTS SUMMARY

BID RESULTS SUMMARY Engineer's Estimate									\$1,591,207		
					1		2	3		4	
				Cra	itus, Inc.	Koios Engineering, Inc. Maggiora & Ghilotti, In		a & Ghilotti, Inc.	c. Argonaut Constructors		
Item No.	Quant	U/M	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1.	1	LS	Mobilization, Demobilization, Permits & Licenses (Less Than 5% Of Total Cost)	50000.00	\$50,000.00	\$120,000.00	\$120,000.00	\$130,000.00	\$130,000.00	\$125,000.00	\$125,000.00
2.	1	LS	Replace Pavement Markings and Striping	25000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$12,000.00	\$12,000.00
3.	49	EA	Pothole Utility Mains	400.00	\$19,600.00	\$500.00	\$24,500.00	\$1,000.00	\$49,000.00	\$1,500.00	\$73,500.00
4.	1	LS	Traffic Control and Notifications	40000.00	\$40,000.00	\$10,000.00	\$10,000.00	\$12,086.00	\$12,086.00	\$329,000.00	\$329,000.00
5.	443	LF	Madrona Street – Install New 8" PVC C-900 Sewer - Sta 10+00 to Sta 14+40	375.00	\$166,125.00	\$450.00	\$199,350.00	\$290.00	\$128,470.00	\$425.00	\$188,275.00
6.	1,434	LF	Billou Street – Install New 6" PVC C-900 Sewer - Sta 20+00 to Sta 31+42	325.00	\$466,050.00	\$425.00	\$609,450.00	\$290.00	\$415,860.00	\$350.00	\$501,900.00
7.	333	LF	Grove Street – Install New 6" PVC C-900 Sewer - Sta 40+00 to Sta 42+76	325.00	\$108,225.00	\$450.00	\$149,850.00	\$290.00	\$96,570.00	\$380.00	\$126,540.00
8.	311	LF	Edgewood Street – Install New 6" PVC C-900 Sewer - Sta 50+00 to Sta 53+58	325.00	\$101,075.00	\$425.00	\$132,175.00	\$290.00	\$90,190.00	\$550.00	\$171,050.00
8A	67	LF	Edgewood Street – Install New 6" PVC C-900 Sewer - Sta 51+11 to Sta 51+24, Sta 52+27 to Sta 52+81	325.00	\$21,775.00	\$700.00	\$46,900.00	\$290.00	\$19,430.00	\$650.00	\$43,550.00
9.	499	LF	Orange Tree Easement – Install New 6" PVC C-900 Sewer - Sta 60+00 to Sta 64+03 & Sta 65+00 to Sta 66+03	325.00	\$162,175.00	\$550.00	\$274,450.00	\$460.00	\$229,540.00	\$575.00	\$286,925.00
10.	321	LF	McCoy Road – Install New 6" PVC C-900 Sewer - Sta 70+00 to Sta 73+26	325.00	\$104,325.00	\$450.00	\$144,450.00	\$180.00	\$57,780.00	\$330.00	\$105,930.00
11.	49	LF	4 th Street and C Street – Install New 12" PVC C-900 Sewer - Sta 90+00 to Sta 90+75	375.00	\$18,375.00	\$800.00	\$39,200.00	\$1,500.00	\$73,500.00	\$1,450.00	\$71,050.00
12.	32	LF	Bayo Vista Way & East Crescent Drive – Install New 6" PVC C-900 Sewer - Sta 100+00 to Sta 100+36	325.00	\$10,400.00	\$750.00	\$24,000.00	\$1,000.00	\$32,000.00	\$1,300.00	\$41,600.00
13.	99	LF	4 th Street and B Street – Install New 12" PVC C-900 Sewer - Sta 110+00 to Sta 111+00	375.00	\$37,125.00	\$700.00	\$69,300.00	\$1,450.00	\$143,550.00	\$950.00	\$94,050.00
14.	192	LF	Terradillo Easement – Install New 4" PVC C-900 Sewer - Sta 120+00 to Sta 121+94	325.00	\$62,400.00	\$550.00	\$105,600.00	\$300.00	\$57,600.00	\$565.00	\$108,480.00
15.	19	EA	Install 4-Foot Diameter Standard Manhole	9000.00	\$171,000.00	\$15,000.00	\$285,000.00	\$13,500.00	\$256,500.00	\$7,400.00	\$140,600.00
16.	1	EA	Install Drop Manhole	10000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
17.	6	EA	Install Rodding Inlet	5000.00	\$30,000.00	\$10,000.00	\$60,000.00	\$1,700.00	\$10,200.00	\$3,000.00	\$18,000.00
18.	39	LF	Install Pipe Protection	200.00	\$7,800.00	\$10.00	\$390.00	\$50.00	\$1,950.00	\$60.00	\$2,340.00
19.	4	EA	Connect to existing Sewer Pipe	3000.00	\$12,000.00	\$1,500.00	\$6,000.00	\$3,000.00	\$12,000.00	\$4,400.00	\$17,600.00

1 of 3

Bid Opening: 2:30 PM July 12, 2024

					1	2		3		4	
				Cra	atus, Inc.	Koios Engineering, Inc.		Maggiora	a & Ghilotti, Inc.	Argona	ut Constructors
Item No.	Quant	U/M	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
20.	9	EA	Connect To Existing Manhole	3000.00	\$27,000.00	\$1,500.00	\$13,500.00	\$2,500.00	\$22,500.00	\$4,500.00	\$40,500.00
21.	5	EA	Remove existing manhole frame and cover and abandon	5000.00	\$25,000.00	\$1,000.00	\$5,000.00	\$3,000.00	\$15,000.00	\$2,500.00	\$12,500.00
22.	2,580	LF	Abandon Existing Sewer Pipe	5.00	\$12,900.00	\$8.00	\$20,640.00	\$1.00	\$2,580.00	\$43.00	\$110,940.00
23.	1	EA	Demolish and Remove Existing Manhole	5000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
24.	1	EA	Install 4" Shallow two-way Cleanout	3000.00	\$3,000.00	\$500.00	\$500.00	\$1,700.00	\$1,700.00	\$3,000.00	\$3,000.00
25.	7	EA	Install 6" Shallow two-way Cleanout	3500.00	\$24,500.00	\$500.00	\$3,500.00	\$1,700.00	\$11,900.00	\$3,100.00	\$21,700.00
26.	71	EA	Install 4" Lower Laterals, Fittings & Connections	3500.00	\$248,500.00	\$2,000.00	\$142,000.00	\$8,500.00	\$603,500.00	\$9,500.00	\$674,500.00
27.	1	EA	Install 6" Lower Laterals, Fittings & Connections	4000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00
28.	1	EA	Rehabilitate Existing Sewer Manhole	5000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00
29.	1	EA	Modify Manhole for Pipe Bursting	5000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$1,250.00	\$1,250.00	\$4,300.00	\$4,300.00
30.	1	EA	Tree Protection	5000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$800.00	\$800.00
31.	1,545	SY	Asphalt Pavement Restoration – Grind and Overlay	32.00	\$49,440.00	\$50.00	\$77,250.00	\$80.00	\$123,600.00	\$75.00	\$115,875.00
32.	24	LF	Madrona Street – Install New 6" PVC C-900 Sewer	700.00	\$16,800.00	\$950.00	\$22,800.00	\$500.00	\$12,000.00	\$370.00	\$8,880.00
			TOTAL		\$2,054,590.00		\$2,627,305.00		\$2,656,756.00		\$3,479,385.00
			Check Percentage Bid Item 1 to Total Project (5% max)		2.4%		4.6%		4.9%		3.6%
			Addendum Acknowledged		Yes		Yes		Yes		Yes
			Bid Bond		7		V		✓		✓
			Bid Signed		 ✓						
			License Number								
			Non-Collusion Affidavit								
			Contractors License Number		987888		1079921		226767		171432
			SUBCONTRACTORS:	U&P Dhumbing	and Drain Cleaning, Inc.	Torr	ocons, Inc	D	oy's Sewer		N/A
				ŭ	e Stripe & Seal		fic Marking, Inc.		Recycling Systems		N/A N/A
	Subcontractors			•	Siella Ilai	ne warking, me.				IN/A	
				Mike O	Dell Surveyors			Cinqu	ini & Passarino		
			Site Visit Affidavit								
			Drug-Free Certification								
			Bidder's Statement Financial Responsibility &		✓		\checkmark				7
			Three Year EMR ≤ 1.0		0.69		1.00		0.83		0.9
			RIR ≤ 5.5		N/A		N/A		N/A		N/A
			$LTIR \leq 2.0$		N/A		N/A		N/A		N/A

				1 2		3		4			
				Cra	itus, Inc.	nc. Koios Engineering, Inc.		Maggiora	& Ghilotti, Inc.	Argonau	ut Constructors
Item	Quant	U/M	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
No.											
· · ·			Financial Qualifications (Credit Report) Submitted		✓		1		✓		
			Safety Compliance Affidavit		 Image: A start of the start of		 		\checkmark		✓

SAN RAFAEL SANITATION DISTRICT Agenda Item No. 4.a.

DATE:	July 19, 2024
то:	Board of Directors, San Rafael Sanitation District
FROM:	Doris Toy, District Manager/District Engineer
SUBJECT:	Adopt resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with Causey Consulting for Strategic Planning Support Services

RECOMMENDATION:

Adopt resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with Causey Consulting for Strategic Planning Support Services from the amount of \$25,205 to the total amount of \$135,767.

BACKGROUND:

On July 23, 2023, the District entered a Professional Services Agreement with Causey Consultant for Strategic Planning Support Services in the amount of \$25,205. Paul Causey assisted the District in the August and October Study Sessions where the following topics were discussed:

- The August 2021 Municipal Resource Group, Organizational Review and Analysis Report, which included a Proposed Workplan listing approximately 30 recommended items.
- The difficulty in recruiting and retaining employees, which resulted in a Compensation Lite Study performed in Spring 2023.
- The future outlook to be successful as an organization.
- Capital Improvement Project planning.
- Increase regulations from Regional Water Quality Control Board and local agencies.

From those topics, we developed a list of nine options for consideration to assist the District to plan, grow and be successful with present and future demands and expectations. We then narrowed the list to three options:

- Option 3: Convert City employees to District employees
- Option 4: Establish separate representation for District employees
- Option 6: Shared services agreement with CMSA or other JPA member, where the City employees would become CMSA or other JPA Member employees as part of the Shared Services Agreement.

Paul Causey and I then focused on the above three options and began interviewing various agencies and gathering information, including CMSA where we explored Option 6, which began in December 2023. Then after presenting our findings, the Board authorized staff at the April 2024 meeting to begin discussions with CMSA in preparing a service agreement on operational consolidation.

ANALYSIS:

In December 2023, Causey Consulting expended its \$25,205 budget in assisting the District to develop the various options and narrowing them to one. Now that the District has decided to develop a shared services agreement with CMSA, Causey Consulting is able to determine its tasks and provide a cost estimate to complete the service agreement development with CMSA and a separate service agreement with City of San Rafael.

Causey Consulting has provided the attached estimate to complete the project and is requesting an additional \$110,562. Therefore, staff is requesting that the District amends the Professional Services Agreement with Causey Consulting for an additional \$100,562 resulting in a total contract amount of \$135,767.

FISCAL IMPACT:

The additional consulting services of \$100,562 will be funded under the Operations and Maintenance Fund for FY 2023-24 and FY 2024-25.

ACTION REQUIRED:

- 1. Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with Causey Consulting for Strategic Planning Support Services from the amount of \$25,205 to the total amount of \$135,767 for an additional amount of \$110,562; or
- 2. Board to provide other direction to staff.

Attachments:

- 1. Resolution
- 2. Amendment to Agreement

SAN RAFAEL SANITATION DISTRICT RESOLUTION NO. 24-1289

A RESOLUTION AUTHORIZING THE DISTRICT MANAGER/ DISTRICT ENGINEER TO SIGN AN AMENDMENT TO AGREEMENT WITH CAUSEY CONSULTING FOR STRATEGIC PLANNING SUPPORT SERVICES FROM THE AMOUNT OF \$25,205 TO THE TOTAL AMOUNT OF \$135,767

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, an Amendment to Agreement with Causey Consulting For Strategic Planning Support Services from the Amount of \$25,205 to the total amount Of \$135,767, 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 19th day of July 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT/ABSTAIN:

SAN RAFAEL SANITATION DISTRICT

Kate Colin, Chair

ATTEST:

Maribeth Bushey, Secretary

AMENDMENT TO AGREEMENT WITH CAUSEY CONSULTING FOR STRATEGIC PLANNING SUPPORT SERVICES FROM THE AMOUNT OF \$25,205 TO THE TOTAL AMOUNT OF \$135,767

This Amendment to the original Agreement is made and entered into this 19th day of July 2024, by and between the SAN RAFAEL SANITATION DISTRICT and Causey Consulting.

This Amendment to Agreement covers increasing the original contract budget amount of \$25,205 for the additional Strategic Planning Support Services to an additional amount of \$110,562. The amended total budget amount is not to exceed \$135,767.

All of the additional work will be in accordance with the attached SRSD Contract Extension Estimate dated June 26, 2024, and attached herein as Exhibit "A".

SAN RAFAEL SANITATION DISTRICT

CONTRACTOR

Doris Toy District Manager/District Engineer PAUL CAUSEY CONSULTING

By: _____

Title:_____

APPROVED AS TO FORM:

Kerry Laiw Gerchow Deputy County Counsel

Exhibit A

4a

San Rafael sanitation District Strategic Planning Support Causey Consulting June 26, 2024

Task	Description	Staff	Cost	Expenses	Total
Item #	Task Description	Hours	240/hr		
1	Attend SRSD Board meetings - zoom	10	2,400		2,400
2	Attend SRSD ad Hoc meetings - on site	20	4,800	500	5,300
3	Attend meetings with District Counsel - zoom	30	7,200		7,200
4	Attend CMSA negotiations sessions - onsite	36	8,640	850	9,490
5	Attend CMSA ad Hoc meetings - on site	16	3,840	250	4,090
6	Attend CMSA Board meetings (9 meetings) zoom	12	2,880	250	3,130
7	Prepare service agreement draft documents	40	9,600		9,600
8	Recommend new classification titles	24	5,760		5,760
9	Prepare City service agreement	16	3,840		3,840
10	Meetings with outside agencies - zoom/onsite	24	5,760	600	6,360
11	Attend RVSD Board meetings (6 each) - zoom	10	2,400		2,400
12	Attend SRSD Employee meetings - onsite	6	1,440	200	1,640
13	Allowance for additional scope creep	40	9,600	500	10,100
14	Project Management/Administration (12 each)	16	3,840		3,840
	Estimate of Charge for 2024-2025	300	\$ 72,000	\$ 3,150	\$ 75,150
	Existing contract overage thru June 2024				\$ 35,412
	Total estimate of additional fess and charges				\$ 110,562

SAN RAFAEL SANITATION DISTRICT Agenda Item 4.b.

DATE:	July 19, 2024
TO:	San Rafael Sanitation District Board of Directors
FROM:	Kris Ozaki, Operations & Maintenance Manager Doris Toy, District Manager/District Engineer
SUBJECT:	Adopt Resolution Authorizing the District Manager/District Engineer to Execute a Professional Services Agreement with RH Borden and Company LLC for Inflow and Infiltration Study

<u>RECOMMENDATION</u>:

Adopt Resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with RH Borden and Company LLC for Inflow and Infiltration Study.

BACKGROUND:

Last year, the Board requested staff to develop a plan to monitor inflow and infiltration (I & I) in our District as part of the District's Work Plan, based on Municipal Resource Group's (MRG) 2021 Work Plan. The purpose of the I & I monitoring is to determine the areas with the most "leaks" by comparing flow data in the dry weather with wet weather. The data can also be used as a performance metric to see how the District's Capital Improvement Program and lateral replacement affect the amount of wastewater entering the treatment plant.

A couple of months ago, Kwin Peterson from RH Borden, who performed the 2023 Pipe Condition Assessment Survey using sound acoustics, gave a presentation to staff on its recent inflow and infiltration (I&I) study for East Bay Municipal Utility District (EBMUD).

ANALYSIS:

Presently, the District has six SmartCovers, which are flow measuring devices using ultrasonic sensors attached to the bottom of manhole lids. Staff has been using them to monitor flows in sensitive areas and was planning to purchase additional SmartCovers to monitor I&I throughout the District to determine the areas with the most I&I.

RH Borden offers iTracker, which is a similar technology to SmartCovers, and they offer to install, maintain, collect the data from their devices and submit a report of their findings. They propose a phasing approach. The first phase of their study is to identify specific basins where 10 to 15 miles of upstream pipe travels through one manhole. One of our Lead Maintenance Workers studied our system map and identified 14 manholes in low spots of each drainage basin. If they are awarded the project, they plan to install the units in

September. Each of their units transmits data via cell signals but also has internal memory to store the data for downloading later. These units will stay onsite to record dry weather flows and then into winter to collect the wet weather flows. After winter, RH Borden will remove the units, analyze and graph the data, then submit a report informing us of the areas that have the most I&I.

The second phase of their study will be returning to specific areas with the most I&I and blanket that area with additional monitoring devices to find the pipes with the most water coming in.

Each SmartCover device cost approximately \$7,000 and \$2,000 for annual maintenance, warranty, and its online portal. However, the RH Borden method is that they own the monitoring devices and perform all the work necessary for the study. RH Borden proposes to perform the first phase of the monitoring study for 14 locations for \$75,350. Once we receive their report, we will determine our plan for the next phase of the monitoring and RH Borden will then submit a separate proposal.

FISCAL IMPACT:

RH Borden proposes to perform the I&I study for Phase 1 in the amount of \$75,350, which will be funded from the Operations and Maintenance Fund for Fiscal Year 2024-25.

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with RH Borden and Company LLC for Inflow and Infiltration Study.

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

SAN RAFAEL SANITATION DISTRICT RESOLUTION NO. 24-1285

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 FOR INFLOW AND INFILTRATION RELATED SERVICES NOT TO EXCEED \$75,350.00

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 RH Borden and Company LLC, for required Inflow and Infiltration related services not to exceed \$75,350.00 as specified by the Professional Services Agreement, a copy of which is hereby attached and by this reference made a part hereof.

PASSED AND ADOPTED at a Regular Meeting of the San Rafael Sanitation District Board of Directors held on the 19th day of July 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT/ABSTAIN:

SAN RAFAEL SANITATION DISTRICT

Kate Collins, Chair

ATTEST:

PROFESSIONAL SERVICES AGREEMENT FOR INFLOW AND INFILTRATION STUDY

This Agreement is made and entered into this 19th day of July, 2024, by and between the SAN RAFAEL SANITATION DISTRICT (hereinafter "DISTRICT"), and R.H. BORDEN and COMPANY LLC (hereinafter "CONSULTANT").

RECITALS

WHEREAS, the DISTRICT has selected CONSULTANT to perform the required assessment related services for the "INFLOW AND INFILTRATION STUDY" (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. SCOPE OF SERVICES

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 Principal Civil 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. KWIN PETERSON 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 an Inflow and Infiltration Consultant to prepare work outlined in the Proposal from CONSULTANT dated June 22, 2024, marked Exhibit "A", attached hereto, and incorporated herein by this reference. The CONSULTANT agrees to be available and perform the work specified in this agreement in the time frame as specified and as shown in Exhibit "A".

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 time-and-materials basis for services rendered in accordance with the rates shown on the current fee schedule as described in Exhibit "A" attached and incorporated herein. The total payment will not exceed \$75,350.00.

Payment will be made monthly 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. However, CONSULTANT'S duties and obligation in Sections 11 and 12 hereunder shall survive the expiration or termination of this Agreement.

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.

INFLOW AND INFILTRATION STUDY

Agreement • 2

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:

INFLOW AND INFILTRATION STUDY

Agreement • 3

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.

INFLOW AND INFILTRATION STUDY

Agreement • 4

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 acts or omissions, negligent or otherwise, 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, District Manager (Project Manager) San Rafael Sanitation District 111 Morphew Street San Rafael, CA 94901
TO CONSULTANT:	Kwin Peterson (Project Director) RH Borden and Company, LLC 2961 W Maple Loop Dr, Ste 300 Lehi, UT 84043

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.

INFLOW AND INFILTRATION STUDY

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 27-2531542, 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

R.H. BORDEN and COMPANY, LLC

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

APPROVED AS TO FORM:

By:____

Name

CONSULTANT

Kerry Laiw Gerchow Deputy County Counsel Title:_____



Fxhihit A

Information for San Rafael Sanitary District Board Members

RH Borden is a Utah-based company that provides data to more than 200 wastewater collection systems in 12 states. This data allows system operators to make data-driven decisions about how to operate their systems much more efficiently.

The San Rafael staff are considering using the iTracker methodology from RH Borden to locate significant sources of inflow and infiltration (I&I). The attached data sheet provides an overview of the methodology.

Here are some things you should know about the iTracker methodology:

- iTracker is a system of ultrasonic sensors and software from Eastech, an Oklahoma-based company. RH Borden is the sole authorized service provider for iTracker in California.
- iTrackers require no flow contact and no confined space entry. This decreases installation and maintenance costs and allow for open-ended studies. iTrackers remain in place until definitive data about l&l is gathered.
- The iTracker methodology can produce results after just one or two substantial weather events.
- The iTracker methodology is a systematic approach to locating sources of I&I. It is fundamentally different than traditional tools such as smoke testing, flow monitors, and CCTV.

The Process

I&I generally follows an 80/20 distribution: the majority of I&I in a system comes from a limited number of sources. This means that by identifying and mitigating the largest sources of I&I, system operators can rapidly decrease their overall flows. Finding sources of infiltration is similar to finding the proverbial needle in a haystack.

The first step in locating I&I is called the *Major Basin Study* in which the system is divided into drainage basins. A sensor is placed at the outfall of each basin and dry weather and wet weather flows are compared. This effectively divides the "haystack" of the San Rafael system into 14 small piles of hay.

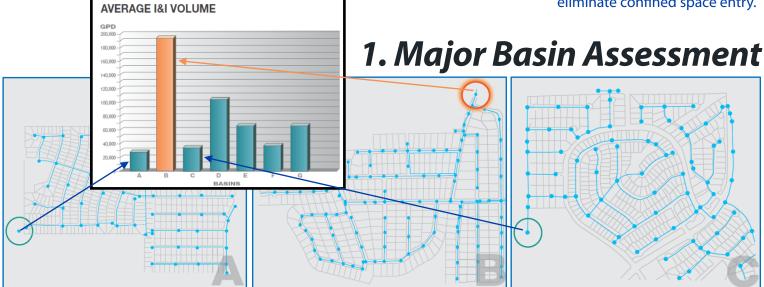
With each basin's I&I quantified and compared, we are able to determine which of these smaller haystacks is producing the most I&I. We then blanket that area with a synchronized network of sensors to locate and quantify I&I sources to within a few hundred feet. This is called a *Target Basin Study*.

Where We Are in the Process

Working with San Rafael staff, we have identified the major basins and the location of iTracker sensors. If approved by the board, iTracker sensors will be installed this fall in advance of the winter rains.

Identify I&I to within a few hundred feet

Use technology to quickly identify I&I and eliminate confined space entry.



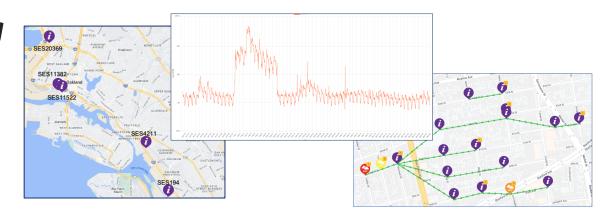
Four steps to knowing which basins are the biggest I&I contributors:

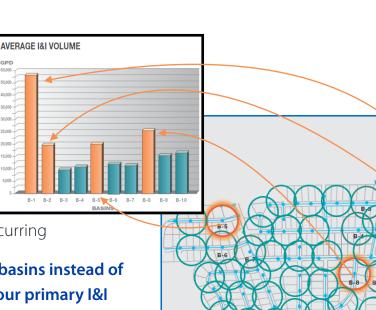
- 1. Install sensors at each basin outfall
- 2. Capture dry weather flows
- 2. Target Basin Assessment
- 1. Blanket the target basin with iTrackers
- 2. Capture base level flows
- 3. Capture wet weather flows
- 4. The data shows the exactly where I&I is occurring

A large sensor network lets you see entire basins instead of isolated points. This allows you to locate your primary I&I problems very specifically *and* gives you data about your system's general performance relative to I&I.

Visualizing the Data

Clear visualization tools make results easy to understand, while the underlying data provide valuable engineering insights.





3. Capture wet weather and groundwater flows

4. The data shows the basin with the most I&I

Quotation

ADDRESS

Kris Ozaki City of San Rafael 111 Morphew Street San Rafael, CA 94901 USA

4b Exhibit A Pg 2

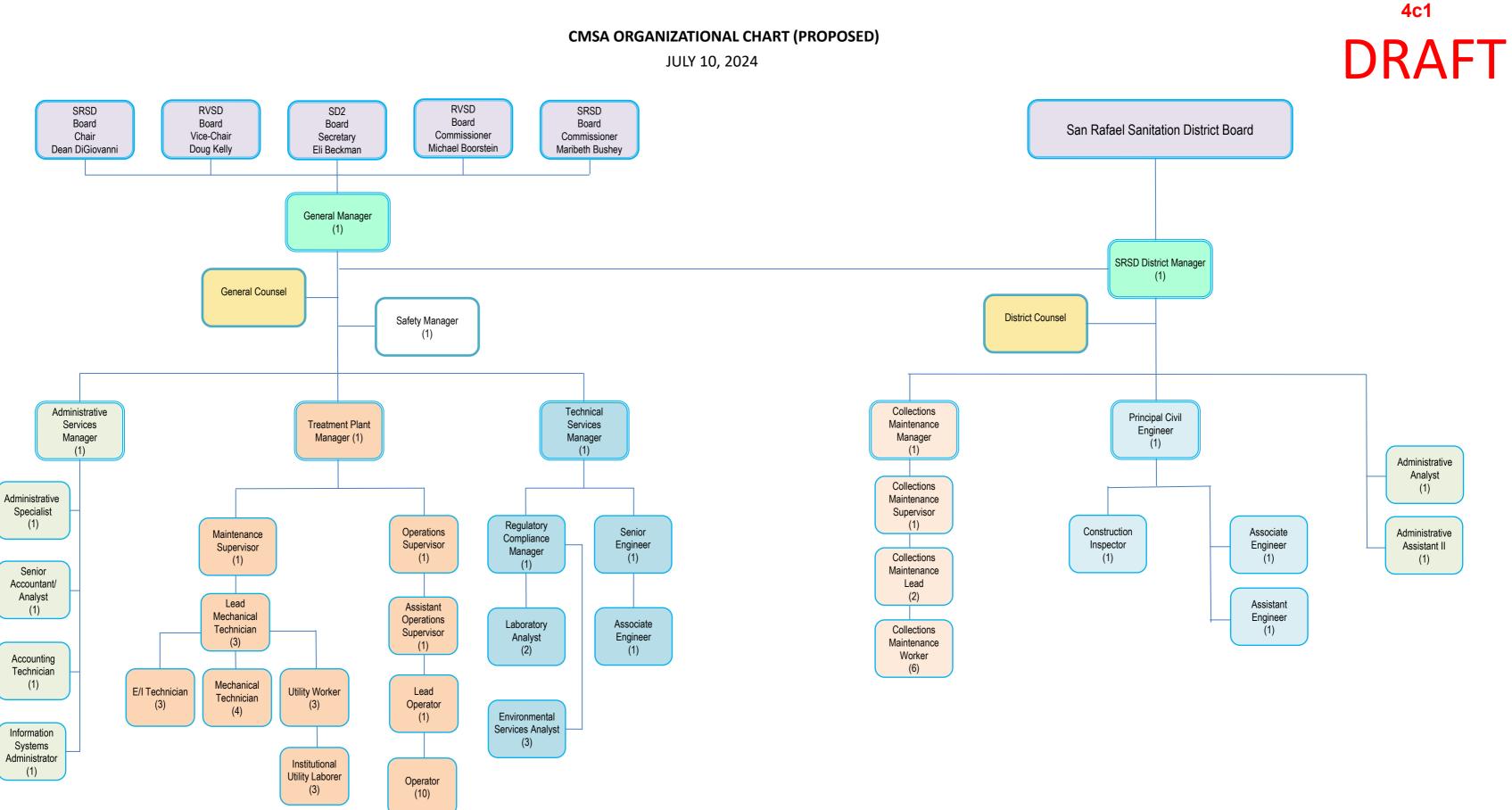
QUOTATION # 2566 DATE 06/22/2024 EXPIRATION DATE 09/30/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Major Basin I&I Assessment	 Major Basin I&I Assessment includes the following: 1) Placement of an iTracker Monitor at the base of each identified major basin including all field installation work and sensor setup and provisioning 2) 24 X 7 Monitoring of water level within that basin 3) Customer Access Point (CAP) with 24X7 basin level data delivery via cellular connection 4) Access to cloud based real-time analytics for basin flow changes and I&I detection 5) Ongoing maintenance and monitoring of sensors during data collection period 6) Integration of current wet weather database and correlation of wet weather to water level 7) Collection of data following data collection period in upload onto Eastech Cloud for I&I analytics (Sensors shall remain in place until sufficient data is collected to confirm I&I results) 8) Analysis of all data using proprietary Eastech I&I analysis algorithm to provide the following: a) Ranking of each major basin showing contribution of I&I across each basin b) Animation of I&I using Eastech's proprietary Playback software c) I&I Volume/Day 	14	4,900.00	68,600.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT	
		 d) I&I Cost/Day e) RDII Volume (50% payable at start of assessment and 50% payable after assessment is completed) 				
	Crew Mobilization	Crew Mobilization	2	875.00	1,750.00	
	Traffic Control	Traffic Control (Estimate denotes not to exceed amount)	2	2,500.00	5,000.00	
		TOTAL	\$75,	,350.00		

Accepted By

Accepted Date



CMSA 47 Full Time Equivalent (FTE) SRSD 17 Full Time Equivalent (FTE)

AGREEMENT FOR OPERATIONS AND MAINTENANCE OF COLLECTION SYSTEM OPERATIONS BETWEEN CENTRAL MARIN SANITATION AGENCY AND SAN RAFAEL SANITATION DISTRICT July 17, 2024

This Agreement dated ______ is between the CENTRAL MARIN SANITATION AGENCY (hereinafter referred to as CMSA) and SAN RAFAEL SANITATION DISTRICT (hereinafter referred as SRSD).

WHEREAS, CMSA was duly formed, a regional treatment plant was constructed and has been operating since January 1985; and

WHEREAS CMSA currently provides operations and maintenance services for pump stations to member Sanitary District #2 of Corte Madera thru a separate agreement dated February 24, 2024; and

WHEREAS SRSD is a member of CMSA and has been using the regional plant facilities for the treatment and disposal of sewage; and

WHEREAS SRSD is a subsidiary special district of the City of San Rafael with all of its employees' current employed by the City of San Rafael (hereinafter referred as City); and

WHEREAS, SRSD has had difficulties recruiting and retaining employees resulting; and

WHEREAS SRSD and CMSA now desire to enter into a services agreement for management, administration, operations, maintenance and hiring of SRSD's current City employees to accurately reflect the services that CMSA will provide to SRSD; and

NOW, THEREFORE, it is agreed as follows:

- 1. <u>System</u>: SRSD currently owns and manages a sanitary sewer collection system including gravity and pressure piping, interceptors, pump stations, manholes, siphons, equipment and appurtenances as, more fully described in Exhibit "B" and Exhibit "C" Pump Stations, attached hereto and incorporated herein.
- 2. <u>Scope of Services</u>: CMSA hereby agrees to hire all of SRSD's current City employees and provide SRSD with the scope of services and other terms as specified in more detail in "Exhibit B".

CMSA and SRSD agree that the service agreement should be performed in the following phases and with the purpose of ultimately transitioning all SRSD services to CMSA during the defined term of the agreement:

- a. General Description of Roles and Responsibilities as described in Exhibit "B".
- b. Phase I Service Agreement Development
- c. Phase II: Transition of SRSD Employees to CMSA
- d. Phase III: Services Integration
- e. Phase IV: TBD
- 3. <u>Work Outside of the Scope of Services</u>: CMSA agrees to provide all maintenance and repair work required outside the scope of services included within Exhibit "C" that can be reasonably done within CMSA staff's expertise. CMSA shall notify the SRSD of any necessary or recommended work which should be performed. If the SRSD desires CMSA to perform the work, SRSD shall authorize CMSA to perform the recommended work using the following procedures:
 - a. CMSA obtains a quote for the labor and materials to complete the work, unless CMSA is performing the work using its own forces.
 - b. SRSD provides authorization, verbal or written, to CMSA to begin the work. If verbal, SRSD shall follow-up the authorization in writing or email.
 - c. CMSA performs the work and notifies SRSD, via email or letter, that the work has been completed.
 - d. All costs associated with the work will be included in the monthly invoice to SRSD for reimbursement per Section 5.

4. Extra Ordinary Services, Acts of God Services:

5. <u>Compensation and Overhead</u>:

- 6. <u>Monthly Reports and Logs</u>: CMSA shall keep and maintain records of expenditures, records of emergencies, and logs of the routine maintenance activities performed at each of the SRSD's pump stations, per the frequency in Exhibit C. CMSA shall provide SRSD with regular reports as directed by the SRSD Board of known activities associated with the operation and maintenance of the SRSD collection system facilities listed within Exhibit "B" and related equipment. All the Pump Stations' log sheets shall be completed, filed and stored at each Pump Station.
- 7. Service Agreement Financial Audit what is required here? Definition needed?
- 8. <u>Budget Estimates</u>: CMSA shall develop an annual budget for the routine maintenance work needed to comply with the Exhibit B provisions. The draft budget will include adjustments to CMSA staff hours and weighted rates, and actual On-Call program costs.

9. Indemnification:

- a. CMSA agrees to hold the SRSD free and harmless and to indemnify SRSD, and their officers, officials, employees, and agents from all claims, demands, damages, liabilities, losses and costs of whatever nature for negligent acts or omissions arising from connected with or related to CMSA's performance of services and/or work under this Agreement, with the exception of services and/or work performed by CMSA contractors or consultants as provided below and sole or active negligence or intentional acts of SRSD. As used in this paragraph, "negligent acts or omissions" shall include but not be limited to any work performed under this Agreement that is:1) a substantial factor of damage caused to public or private property which is the subject of an inverse condemnation claim made against SRSD; 2) in violation of any applicable federal, state or local laws; and 3) set forth by Section 8.e.
- b. Nothing in section 8.a. above shall require CMSA to indemnify, hold harmless or defend SRSD if a gravity mains, pressure or force mains or pump station fails, overflows, or otherwise causes damages or costs, provided that the failure, overflow, or other cause of the damage was not connected with, related to, or the result of work performed under this Agreement. The intention of this subsection is to allow CMSA to be free of liability to SRSD where the failure, overflow, or other problem is due to a cause that is outside CMSA's scope of services under this Agreement. Notwithstanding the above, in the event that concurring causes described by section 8.a. and this section 8.a. result in damage, CMSA shall be responsible for that portion of the damage attributable to its negligent acts or omissions as that term is used in section 8.a.
- c. SRSD agrees to hold CMSA free and harmless and to indemnify CMSA and its officers, officials, employees and agents from all claims, demands, damages, liabilities, losses and costs of whatever nature arising from, connected with, or related to SRSD's performance of work which is not included within the scope of this Agreement, with the exception of CMSA's sole or active negligence or intentional acts of CMSA.
- d. In the event CMSA utilizes outside construction contractors or consultants in connection with the work provided for through this Agreement, CMSA shall require the outside construction contractor or consultant to execute a written contract which shall- include a provision indemnifying and holding harmless to the fullest extent permitted by law SRSD, their officers, officials, agents and employees from all claims arising from the acts or omissions of the outside construction contractor or consultant. In addition, CMSA shall require the outside construction contractor or consultant to take out and maintain general liability insurance in an amount of not less than \$1 million or other amount as approved by the SRSD. CMSA shall further require that SRSD, its officers, agents and employees be added as an additional insured under this general liability insurance policy. CMSA shall also require that every outside construction contractor or consultant possess workers compensation insurance, and, if relevant, errors and omissions insurance.

All indemnification, hold harmless and insurance provisions and forms required by this section shall be subject to prior approval of the SRSD Board of Directors. If CMSA fails to comply with the terms and conditions of this paragraph, CMSA shall be responsible for all claims, damages, injuries and costs incurred by the SRSD in connection with the services performed by the outside construction contractor or consultant. Compliance by CMSA with the. requirements of this paragraph shall relieve CMSA from any liability or hold harmless obligations.to SRSD arising out of the acts or omissions of the work by the outside construction contractor or consultant except that CMSA shall hold SRSD free and harmless, and shall indemnify SRSD, for all claims arising from CMSA's own intentional acts, negligence or errors and omissions in connection with the work performed by such outside construction contractors or consultants.

- e. CMSA need not require the indemnification, hold harmless, and insurance provisions detailed in Section 8.d. when hiring material and equipment vendors, or septage haulers or similar service providers. In this event, CMSA will provide the service provider's standard insurance certificate to SRSD for review and consideration of approval. If SRSD does not approve of the insurance certificate, CMSA will require the service provider to comply with all of the requirements set forth by Section 8.d. before it. may hire the service provider.
- f. The obligations contained in this indemnification provision shall survive the termination of this Agreement.
- 10. Reporting: CMSA shall be responsible for meeting the State Water Resources Control Board and San Francisco Bay Regional Water Quality Control Board's (RWQCB) Waste Discharge Requirements for Sanitary Sewer Systems including the designation of appropriate legally responsible officials and data submitters. CMSA shall also be responsible for all sanitary sewer spill reporting and documentation requirements. CMSA shall report any observed discharge incidents to SRSD as soon as practicably possible, but in no event later than twenty-four (24) hours after the incident has been observed and/or addressed.

At SRSD's request and based on CMSA's staff availability CMSA will assist with investigating the causes of the spill, calculating the volume of sewage released from the collection system, and preparing written reports to the SWRCB and the RWQCB appropriate regulatory agencies as needed.

11. Dispute Resolution:

12. SRSD and CMSA Board Responsibilities

13. **Term:** This Agreement shall take effect on **July 1, 20** and shall remain in full force and effect for five years and thereafter from year to year unless the Agreement is terminated by either party by providing the other party ninety (90) days written notice of the

intention to terminate the Agreement. In the event either party delivers to the other a ninety (90) day written notice, this Agreement shall terminate one year after the date of the written notice unless the parties agree to a longer or shorter termination period.

14. Notices: All written notices permitted or required under the terms of this Agreement shall be addressed as follows:

If to the CMSA:	Jason Dow General Manager Central Marin Sanitation Agency 1301 Andersen Drive San Rafael, CA 94901
If to the SRSD:	Board President San Rafael Sanitation District

15. Modification: No substantial modification hereof shall be effective unless and until such modification is evidenced by a writing signed by all parties to this Agreement.

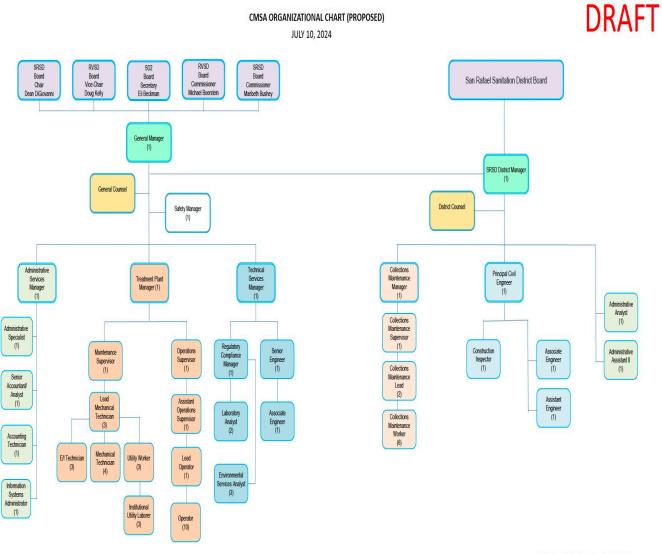
16. Reports, Plans and Documents:.

- 17. **Prior Agreements:** This Agreement shall neither affect the Joint Powers Agreement (JPA) forming CMSA on October 15, 1979, nor any of the amendments to that Agreement, and shall supersede any prior Agreements for management and operation and maintenance of SRSD and CMSA, including but not necessarily limited to those described by the Recitals to this Agreement.
- 18. Severability: If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would continue to serve the purposes and objectives originally contemplated by the parties.
- 19. Force Majeure: Any provision, delay, or stoppage which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of God, governmental restrictions or requisitions or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, epidemics or pandemics, gubernatorial orders, orders of the County of Marin Health Officer, or other causes beyond reasonable control of the party obligated to perform hereunder, shall excuse performance by such party for a period equal to the duration of such prevention, delay, or stoppage.
- 20. **Binding Authority of Signatories:** Each of the signatories below represents and warrants that he/she possesses full legal authority to contract for and legally bind his/her respective public entity to this Agreement and all its terms and provisions.
- 21. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of

Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

22. Exhibits:

- A. CMSA Initial Organization Chart
- B. SRSD Asset Descriptions
- C. Scope of Services Routine District Operations



Appendix A - CMSA Initial Organization Chart

CMSA 47 Full Time Equivalent (FTE) SRSD 17 Full Time Equivalent (FTE)

Exhibit B-1 – SRSD Sewer System Assets

Exhibit B-2 – Pump Stations

Exhibit C – Scope of Services Routine District Operations

The San Rafael Sanitation District (SRSD) owns and operates the below described assets and hereby request that as of the effective date of this Service Agreement, that CMSA provide all staffing, Board support coordination and services necessary for the proper management, administration and operation of SRSD including all owned and operated SRSD assets. Those activities and assets to be managed through this Service Agreement are generally described below.

- 1. District Board Administration and Management
- 2. Financial Management and Administration
 - a. Payroll Administration
 - b. Annual Operating Budget
 - c. Annual Capital Budget
 - d. Annual Service Charge Billing and Administration
- 3. Operation and Maintenance of District Assets
 - a. Gravity pipelines and owned/operated laterals
 - b. Pump Stations
 - c. Force Mains
 - d. 45" San Rafael Interceptor (FM 1A-1 and 2)
 - e. 10" South San Francisco Force Main (FM IG)
 - f. Minor Collection System Appurtenances
 - g. Equipment and Facilities
- 4. Human Resources and Staffing
- 5. Emergency Response Services
- 6. Staff Training and Development
- 7. Customer Relations and Outreach
- 8. Routine Billing and Reporting for SRSD Services

	Work Description	Responsible Agency	Completion Date	Comments or Issues to resolve or resolution
	Service Contract Development			
	Draft CMSA Service Agreement			
1	Outline agreement sections	SRSD/CMSA	7/9/2024	Committee reviewed on 6/28.
2	Negotiate terms and conditions for service agreement	SRSD/CMSA	Ongoing	In Agreement body
3	Prepare agreement exhibits	SRSD	Ongoing	Scope of work, asset list, performance measures
4	Establish service agreement proposed effective date	SRSD/CMSA	?	
5	Establish term duration and termination provision	SRSD/CMSA	in-development	
6	Meetings to review agreement sections and receive feedback		Ongoing	
7	CMSA ad hoc committee meetings	CMSA	monthly	3rd Thursday; Items 6-10 are an interative review process
8	JPA manager meetings	CMSA	monthly	4th Thursday
9	Brief CMSA and SRSD Board on development work	SRSD/CMSA	monthly	
10	Modify sections as needed	SRSD/CMSA	Ongoing	
11	Meet with Agency legal counsels to review terms and conditions	SRSD/CMSA		Following draft service agreement
12	Prepare draft service agreement and exhibits	SRSD/CMSA	10/1/2024	
	Prepare CMSA Organizational Chart			
13	Prepare draft organization chart for service agreement	Joint	7/18/24	
14	Place personnel in new positions classification titles	Joint	8/1/24	
	Establish new CMSA salaries and benefits for service agreement			
15	Identify employment benefits differences	SRSD	in-process	
16	Prepare benefit transfer language - hire date, vacation, sick leave accrual, etc.	SRSD		
17	Negotiate terms and conditions of benefit transfers from SRSD to CMSA - leaev accrual, leave balances, etc	SRSD/City		
18	Meet with City HR on proposed revised benefits	City	on-going	City HR will meet with SEIU, after negotiations
19	Meet with CMSA SEIU represententatives to determine issues for service agreement	CMSA	Initiated	JD met with Joel Evans Fudem
20	Resolve Unfunded Pension Liability	City/SRSD		Current and future
21	Meet and Confer with CMSA SEIU bargaining unit representative on agreement benefits	CMSA		
22	Meet with LAFCO as a check-in	SRSD	On-going	5/28/2024;
23	Meet with SRSD staff outlining hiring, salary, benefit and classification changes required	SRSD	On-going	
24	Meet with CMSA staff to expalins service agreement provisions and schedule	CMSA	On-going	

25	Evaluate HR needs for CMSA and SRSD staff	CMSA]	
	CMSA's Finance setup/prepare for new positions			
26	Determine financial impacts to SRSD/CMSA agencies	Joint		Full cost reimbursement for all services to SRSD by CMSA - labor, materials, supplies.
27	Develop Financial coordination procedures between Maher and CMSA	Joint	10/1/2024	For near term AP, payroll and financial reporting
28	Develop SRSD overhead policy and procedures for service agreement billing, rates, charges, terms and conditions	Joint		Define CMSA overhead and basis for amount.
29	Determine CMSA Tyler ESS payroll system needs for new hires	CMSA		
30	Discuss Insurance Needs with CSRMA	CMSA		CMSA - WC for SRSD; SRSD - property and liability
	Service Agreement Approval			
31	Prepare service agreement resolution and two Board summaries	CMSA		
32	Schedule Board agenda items - CMSA and SRSD	CMSA		
Phase 1	Transfer Employees from City to CMSA			
	CMSA MoU			
33	Meet and Confer with CMSA SEIU on LoU for SRSD employees	CMSA		
34	Prepare MOU side Letter for CMSA Board approval	CMSA		
35	CMSA Board approval of MOU revisions	CMSA		
	CMSA Hires SRSD Employees			
36	Prepare new job descriptions	SRSD		Review by CMSA
37	Define and schedule CMSA Pre-Employment Process - medical eval and background checks	CMSA		
38	Establish processes and procedures for EE transfer timing	Joint		Determine transfer date
39	Establish reciprocity requirements with PERS for District employees	Joint		
40	CMSA issues Conditional Job Offer Letters	CMSA		
41	District staff complete pre-employment requirements	CMSA		
42	Issue Employment Agreements	CMSA		For unrepresented and SEIU represented
43	Establish new employee hire date(s)	CMSA		
44	List SRSD hire date, any accrued leave, accrual rate, salary			
45	District Employee final meeting	SRSD		Describe process for resign, hire, reciprocity, etc.
46	SRSD Employees resign from City employment	Employee		
47	CMSA hires SRSD employees	CMSA		Same date as City resignation
48	Set-up Tyler payroll processes and procedures for new employees	CMSA		
49	Train SRSD on Tyler payroll processing procedures	CMSA	I	

50	Establist joint SRSD/CMSA staff meetings	Joint	Tour of facility and lunch for all
51	Hire human resources manager	CMSA	
52	Implement insurance needs with CSRMA	Joint	May only need CMSA WC [policy adjusted
	Prepare Office Needs Evaluation		
53	Evaluate spacing requirements for addition of SRSD staff and equipment (17 staff member addition)	CMSA	
54	Determine equipment storage requirements and locations	Joint	
55	Evaluate/Contract terms for Temp Modulars	Joint	
56	Determine Personnel seats required	SRSD	
57	Meet with City to negotiate vehicle and equiment removals	SRSD	
58	Establish date for SRSD to leave the City Cororation Yard	SRSD	
Phase 2	Moving to Temp Office		
59	Establish move in date	Joint	
60	Establish rental lease payments CMSA and SRSD	CMSA	Atleast cover Airporter revenue loss
61	Prepare electronic needs evaluation and requirements	Joint	
62	IT - email , website, work order management, CMMS	CMSA	
63	SCADA/Radio - signal antenna from DPW to CMSA?	Joint	
64	Separate GIS (incl. maintenance data) from City	SRSD	
65	Transfer all electronic needs to CMSA	CMSA	
66	Train SRSD employees on new procedures	CMSA	
67	SRSD moves to CMSA		
Phase 3	Operational Integration		
68	Develop comprehensive District asset listing including photos of all assets to be removed and relocated to new location(s)	SRSD	
69	Prepare pump station and force main condition asessments of all related assets	SRSD	
70	Prepare financial and accounting changes required	Joint	
71	Transfer financial accounting to CMSA	CMSA	AP and financial reporting from Maher
72	Accounting for SRSD Vendors/Contractors (incl. CIP)	CMSA	
73	Evaluate operational economies and effectiveness	CMSA	
74	Develop cross training program for CMSA employee classifications	CMSA	Mechanics, E/I, and IT for pump station maintenance
75	Prepare and provide full pump station and force main asset and maintenance information to CMSA	SRSD	
76	Prepare procedures for insertion of SRSD asset information into CMSA NEXGEN management systems	Joint	Consultant support services required?

77	Establish and train SRSD employees on NEXGEN	CMSA	