

A G E N D A
SAN RAFAEL SANITATION DISTRICT
BOARD OF DIRECTORS
FRIDAY – AUGUST 16, 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: <https://cityofsanrafael-org.zoom.us/j/86356279311>

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 Kathryn.Nelson@cityofsanrafael.org. 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 – July 19, 2024

b. Payments – July 2024

c. Adopt resolution designating those employees and consultants subject to conflict of interest filing requirements.

4. OTHER AGENDA ITEMS

a. Adopt resolution to award contract for the 2023 Sewer Rehabilitation Project.

b. Discussion on Rate Assistance Program.

c. Discussion on Strategic Planning Efforts for the District.

5. INFORMATIONAL ITEMS

6. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS

7. ADJOURNMENT

The next scheduled meeting is September 20, 2024.

SAN RAFAEL SANITATION DISTRICT
Minutes of the Regular Meeting
July 19, 2024 – 9:00 A.M.

3a

Regular Meeting

In Person

The meeting was called to order at 9:04 A.M. by Chair Kate.

Attendance Board:	Kate Colin, Chair Maribeth Bushey, Secretary/Director
Attendance Staff:	Doris Toy, District Manager/District Engineer Kris Ozaki, Operations and Maintenance Manager Philip Buckley, Principal Civil Engineer Cindy Diaz, Assistant Engineer Kathryn Nelson, Administrative Analyst
Attendance Other:	Kerry Gerchow, Deputy County Counsel Jason Dow, General Manager for CMSA Dean DiGiovanni, CMSA Commissioner for SRSD Paul Causey, Causey Consulting

1. ROLL CALL

A roll call was taken at 9:04 A.M., Director Bushey and Chair Kate were present, there is a quorum.

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
- 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 - Move to **4aa Other Agenda Items**
- f. Adopt resolution to award contract for the 2023 Sewer Improvements – Various Locations project.

MOTION by Director Bushey to adopt the Consent Calendar minus item 3e, “Adopting resolution to award contract for the 2023 Sewer Rehabilitation Project” which was moved to **4.aa Other Agenda Items**, seconded by Chair Kate, to unanimously approve the Consent Calendar, all in favor.

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

4. OTHER AGENDA ITEMS

aa. Moved from 3.e - Adopt resolution to award contract for the 2023 Sewer Rehabilitation Project.

District Manager discusses the 2023 Sewer Rehabilitation Project bidding of July 12, 2024, wherein Bay Pacific Pipeline, apparent second lowest bidder, has submitted a protest letter stating that Glosage, Inc., the apparent lowest bidder, didn’t meet requirements. The letter of protest arrived after 5pm on July 18, 2024, and the response from Glosage, Inc. was provided just before the Board meeting of July 19, 2024, started and there has not been enough time to review the documents or verify the claims. District Manager and the Board discussed the District prepare a report and move this item from the July 19, 2024, meeting, to the August 16, 2024, Board meeting.

MOTION by Director Bushey to move item 3e/4aa Adopting resolution to award contract for the 2023 Sewer Rehabilitation Project to the August 16, 2024, Board meeting, seconded by Chair Kate, all in favor.

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

a. Adopt resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with Causey Consulting for Strategic Planning Support services.

MOTION by Director Bushey to adopt the resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with Causey Consulting for Strategic Planning Support services, seconded by Chair Kate, all in favor.

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

b. Adopt resolution authorizing the District Manager/District Engineer to sign the Professional Services Agreement with RH Borden and Company LLC for Inflow and Infiltration study.

MOTION by Director Bushey to adopt resolution authorizing the District Manager/District Engineer to sign the Professional Services Agreement with RH Borden and Company LLC for Inflow and Infiltration study, seconded by Chair Kate, all in favor.

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

c. Discussion on Strategic Planning Efforts for the District.

District Manager and the Board discuss the Strategic Planning Efforts for the move to CMSA. District Manager and staff reviewed a draft organization chart and discussed the draft service agreement. A copy of the CMSA Ad Hoc Committee agenda packet will also be sent to the Board, once it is distributed to the Ad Hoc Committee; this will allow the SRSD Board members additional time to review the material.

i. Form an ad hoc committee

MOTION by Director Bushey to adopt item 4ci to form an ad hoc committee of one member, Kate Colin, seconded by Chair Kate, unanimously approved, all in favor.

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

5. INFORMATIONAL ITEMS

District Manager Toy informs the board that staff has requested Maher Accounting to help put together information to present at the August 16th meeting regarding low income programs as a follow-up to the sewer user service charge increase at the June 21, 2024, Board meeting.

District Manager Toy updated the Board to the status of the Bayside Acres project. Phase B1 construction is substantially completed. For Phase B2, District is waiting for BCDC permit approval. For Phase B3, staff has met with the property owners and are waiting for the owners to sign the agreements.

6. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS

7. ADJOURNMENT

There being no further business to come before the Board, the regular meeting of July 19, 2024, was adjourned at 10:14 A.M. with the next scheduled regular meeting on August 16, 2024, at 9:00 A.M.

Respectfully submitted,

Maribeth Bushey, Secretary/Director

ATTEST THIS 16th DAY OF AUGUST 2024

Kate Colin, Chair

SAN RAFAEL SANITATION DISTRICT
PAYMENT SUMMARY
July 1, 2024 - July 31, 2024

3b

<i>Vendor/Payee</i>	<i>Memo</i>	<i>Class</i>	<i>Account</i>	<i>Amount</i>
APPLIED TECHNOLOGY GROUP, INC.	Vehicles - GE Orbit purchase 10 radios	100	4830 · Vehicle equipment & acquisition	22,133.54
AT&T *1523	Telephone Service - land lines for pump stations and dialers from 6/02/24-7/01/24	100	2534 · Telephone service	173.45
BAY AREA AIR QUALITY MANAGEMENT DIS	Pump Stations - Riviera - generator permit	200	2359 · Maint- pump sta's & force mains	547.00
BAY AREA AIR QUALITY MANAGEMENT DIS	Pump Stations - Loch Lomond generator permit	200	2359 · Maint- pump sta's & force mains	546.00
BWS DISTRIBUTORS	Safety Equipment - gloves, nitrile and leather; safety	200	2365 · Safety equipment and supplies	428.97
CALAMP WIRELESS NETWORKS CORPORATION	Vehicles - vehicles GPS monthly services for July 2024	200	2083 · Parts and repairs vehicles	249.30
CALIFORNIA CAD SOLUTIONS INC(CALCAD)	Facilities Mapping Services - miscellaneous projects for May 2024	100	4188 · Facilities mapping services	1,425.00
CALIFORNIA DIESEL & POWER INC. (CD&POWER)	Pump Stations - West Railroad - battery replacement	200	2359 · Maint- pump sta's & force mains	2,001.36
CENTRAL MARIN SANITATION AGENCY	CMSA Connection Fees - Jaime's Market / MTZ Paradise Sushi	200	2210 · Connection fees payable cmsa	8,591.71
CITY OF SAN RAFAEL	Contract with San Rafael - fourth quarter FY 2023-24 billing	100	2361 · Contract with San Rafael	867,060.39
CITY OF SAN RAFAEL - PUBLIC WORKS	Miscellaneous Expenses - employee appreciation BBQ with DPW	100	2389 · Miscellaneous expenses	150.00
COLIN, KATE	Director's Fees - Kate Colin on 5/17/24 and 6/21/24	100	2282 · Director's fees	200.00
COUNTY OF MARIN	Director's Fees - Katie Rice on 5/17/24 and 6/21/24	100	2282 · Director's fees	200.00
CSW/STUBER-STROEH ENGR GROUP INC.	Miramar and Miraflores - professional services through 6/02/24	300	4306 · Miramar and Miraflores (80)	820.00
DURACABLE MANUFACTURING	Collection System - cleaning blades for rodder	200	2360 · O&M - collection systems	1,787.72
EVOQUA WATER TECHNOLOGIES, LLC	Odor Control - odor control quarterly services from 5/01/24-5/31/24	200	2106 · Odor control chemicals	2,033.14
EWERS ENGINEERING INC	Isolation Valve Replacement Project - engineering services from 6/01/24-6/30/24	300	4345 · Isolation Valve Replacement (10	12,905.00
JACKSON'S HARDWARE	Shop Supplies - O-ring for ARV	200	2133 · Office & shop supplies	1.73
JACKSON'S HARDWARE	Shop Supplies - O-ring for ARV	200	2133 · Office & shop supplies	1.04
KIMLEY-HORN AND ASSOCIATES, INC.	2023 Sewer Improvements - various locations - for engineering services rendered through 5/31/24	300	4356 · Sewer Improv-mult Locations80	2,330.00
MAHER ACCOUNTANCY	Accounting Services - June 2024	100	2717 · Accounting services	4,100.00
MARIBETH BUSHEY	Director's Fees - Maribeth Bushey on 5/17/24 and 6/21/24	100	2282 · Director's fees	200.00
MARIN MUNICIPAL WATER DIS	Water - Andersen B pump station from 4/11/24-6/11/24	200	2536 · Water utility costs	79.54
MARIN MUNICIPAL WATER DIS	Water - Simms pump station from 4/11/24-6/11/24	200	2536 · Water utility costs	79.54
MARIN MUNICIPAL WATER DIS	Water - Bret Harte pump station from 4/11/24-6/11/24	200	2536 · Water utility costs	88.57
MARIN MUNICIPAL WATER DIS	Water - West Railroad pump station from 4/16/24-6/13/24	200	2536 · Water utility costs	206.21
MARIN MUNICIPAL WATER DIS	Water - So Francisco pump station from 4/16/24-6/13/24	200	2536 · Water utility costs	79.54
MARIN MUNICIPAL WATER DIS	Water - No. Francisco Boulevard pump station from 4/17/24-6/14/24	200	2536 · Water utility costs	79.54
MARIN MUNICIPAL WATER DIS	Water - San Pedro pump station from 04/17/24-06/14/24	200	2536 · Water utility costs	79.54
MARIN MUNICIPAL WATER DIS	Water - Kerner A pump station from 4/17/24-6/14/24	200	2536 · Water utility costs	79.54
MARIN MUNICIPAL WATER DIS	Water - Andersen A pump station from 4/11/24-6/11/24	200	2536 · Water utility costs	79.54
MARIN MUNICIPAL WATER DIS	Water - Third St. pump station from 4/17/24-6/14/24	200	2536 · Water utility costs	79.54
MARIN MUNICIPAL WATER DIS	Water - Peacock/Lagoon Rd. pump station from 4/18/24-6/17/24	200	2536 · Water utility costs	79.54
MARIN MUNICIPAL WATER DIS	Water - Riviera pump station 04/18/24-06/17/24	200	2536 · Water utility costs	79.54
MARIN MUNICIPAL WATER DIS	Water - Peacock pump station from 4/18/24-6/17/24	200	2536 · Water utility costs	79.54
MARIN MUNICIPAL WATER DIS	Water - Cayes Main pump station from 4/16/24-6/13/24	200	2536 · Water utility costs	79.54
MARIN MUNICIPAL WATER DIS	Water - Loch Lomond pump station from 4/18/24-6/17/24	200	2536 · Water utility costs	79.54
MARIN MUNICIPAL WATER DIS	Water - Vactor 8192 from 4/26/24-6/25/24	200	2536 · Water utility costs	722.32
MICHAEL PAUL COMPANY INC.	Collection System - Progress Payment #1 for 2024 Paving Repair Project	200	2360 · O&M - collection systems	76,820.09
MILLER PACIFIC ENGINEERING GROUP INC	Bret Harte Easement Wall Improvement - Design services from 3/04/24-6/09/24	300	4327 · Bret Harte Esmt Wall Improv(80)	12,051.00
MUNICIPAL RESOURCE GROUP, LLC	Consulting Services - HR services through 5/31/24	100	2325 · Consulting services	1,912.50
NUTE ENGINEERING INC	Consulting Services - engineering services for PS CIP from 5/01/24-5/31/24	100	2325 · Consulting services	3,444.00

NUTE ENGINEERING INC	Engineering services for Third Street Pump Station improvement project for June 2024	300	4154 · Third St (combined w 4149 fibr)	215.00
NUTE ENGINEERING INC	Bayside Acres Beach Sewer Improvements Project - engineering services from 5/01/24-5/31/24	300	4338 · Rehab Beach Swr Baysid PhABC-80	57,433.73
NUTE ENGINEERING INC	Engineering services for Third Street Pump Station improvement project for May 2024	300	4154 · Third St (combined w 4149 fibr)	5,900.00
OWEN EQUIPMENT SALES	Vehicles - PTO indicator light for 8192 vactor	200	2083 · Parts and repairs vehicles	1,283.69
PACE SUPPLY	Pump Stations - ARV ball valve	200	2359 · Maint- pump sta's & force mains	121.78
PACE SUPPLY	Collection System - plumbing part to re-rout water filer on 8150 vactor	200	2360 · O&M - collection systems	57.51
PACE SUPPLY	Pump Stations - stainless steel parts for North Francisco wet well	200	2359 · Maint- pump sta's & force mains	486.83
PAT NELSON CONSTRUCTION	Bayside Acres Beach Sewer Improvements Project - progress payment #3	300	4338 · Rehab Beach Swr Baysid PhABC-80	118,704.44
PERIN - BATTERIES PLUS	Pump Stations - battery for portable diesel pump	200	2359 · Maint- pump sta's & force mains	160.78
PG&E a/c 2480926202-5	Power - electric service for pump stations from 5/09/24-6/07/24	200	2535 · Electric utility costs	20,567.74
RAUCH COMMUNICATIONS CONSULTANTS INC	Bayside Acres Beach Sewer Improvements Project - P.R. related services from 2/01/24-5/31/24	300	4338 · Rehab Beach Swr Baysid PhABC-80	3,431.25
SCHAAF & WHEELER, INC	2023 Sewer Pipe Rehabilitation - engineering services through 4/30/24	300	4351 · 2023 Sewer Rehabilitation (80)	22,297.50
SCHAAF & WHEELER, INC	2020 Sewer Pipe Repair and Replacement Project - engineering services through 4/30/24	300	4342 · 2020-21 Sewer Improvement (80)	297.50
SCHAAF & WHEELER, INC	2023 Sewer Pipe Rehabilitation - engineering services through 5/31/24	300	4351 · 2023 Sewer Rehabilitation (80)	20,562.50
SCHAAF & WHEELER, INC	2020 Sewer Pipe Repair and Replacement Project - engineering services through 5/31/24	300	4342 · 2020-21 Sewer Improvement (80)	455.00
SHAMROCK	Collection System - 218 Alexander - concrete color	200	2360 · O&M - collection systems	13.26
TESCO CONTROLS, INC	Pump Stations - San Pedro Pump Station damage repair	200	2359 · Maint- pump sta's & force mains	41,000.00
TIFCO INDUSTRIES	Shop Supplies - glass cleaner	200	2133 · Office & shop supplies	86.74
US BANK CORPORATE PAYMENT	Office Supplies - notebooks	100	2133 · Office & shop supplies	26.21
US BANK CORPORATE PAYMENT	Staff Training - live online training	100	2388 · Training and education	425.00
US BANK CORPORATE PAYMENT	Office Supplies - wireless computer mouse	100	2133 · Office & shop supplies	24.02
US BANK CORPORATE PAYMENT	Miscellaneous Expenses - staff meeting supplies	100	2389 · Miscellaneous expenses	32.26
US BANK CORPORATE PAYMENT	Miscellaneous Expenses - staff meeting supplies	100	2389 · Miscellaneous expenses	236.10
US BANK CORPORATE PAYMENT	Staff Training - class reigstration	100	2388 · Training and education	299.00
US BANK CORPORATE PAYMENT	Pump Stations - new wire rope for crane truck	200	2359 · Maint- pump sta's & force mains	707.69
US BANK CORPORATE PAYMENT	Pump Stations - cam lock / coupler / vac flange	200	2359 · Maint- pump sta's & force mains	100.50
US BANK CORPORATE PAYMENT	Pump Stations - Flygt pump coolant	200	2359 · Maint- pump sta's & force mains	736.01
US BANK CORPORATE PAYMENT	Collection System - tools	200	2360 · O&M - collection systems	240.82
US BANK CORPORATE PAYMENT	Collection System - replacement handle for bosch hammer	200	2360 · O&M - collection systems	37.22
US BANK CORPORATE PAYMENT	Pump Stations - distilled water for pump cooling	200	2359 · Maint- pump sta's & force mains	47.32
US BANK CORPORATE PAYMENT	Pump Stations - distilled water for pump cooling	200	2359 · Maint- pump sta's & force mains	14.76
US BANK CORPORATE PAYMENT	Pump Stations - ship sim card to programmer - scada radio upgrade	200	2359 · Maint- pump sta's & force mains	42.08
US BANK CORPORATE PAYMENT	Collection Systems - piranha hose swages	200	2360 · O&M - collection systems	290.70
US BANK CORPORATE PAYMENT	Pump Stations - pole handle for cleaning trash racks	200	2359 · Maint- pump sta's & force mains	27.28
US BANK CORPORATE PAYMENT	Bayside Acres Sewers Improvement Project - deed request	300	4338 · Rehab Beach Swr Baysid PhABC-80	13.49
US BANK CORPORATE PAYMENT	Miramar/Miraflores Project - deed report	300	4306 · Miramar and Miraflores (80)	23.49
VERIZON WIRELESS(242395655)	Telephone Service - private IP addresses for the San Pedro and Peacock Pump Stations from 5/18/24-6/17/24	100	2534 · Telephone service	185.87
VERIZON WIRELESS(242395655)	Telephone Service - private IP addresses for the San Pedro and Peacock Pump Stations from 4/18/24-5/17/24	100	2534 · Telephone service	131.18
VERIZON WIRELESS(372347623)	Telephone Service - wireless service for laptops & iPads from 5/21/24-6/20/24	100	2534 · Telephone service	332.10
VESTIS	Uniforms - weekly service ending 6/04/24	200	2021 · Uniforms	309.27
VESTIS	Uniforms - weekly service ending 6/11/24	200	2021 · Uniforms	279.02
VESTIS	Uniforms - weekly service ending 6/18/24	200	2021 · Uniforms	281.62
VESTIS	Uniforms - weekly service ending 6/25/24	200	2021 · Uniforms	281.62
VESTIS	Uniforms - weekly service ending 7/02/24	200	2021 · Uniforms	281.62
VESTIS	Uniforms - weekly service ending 7/09/24	200	2021 · Uniforms	281.62

W. R. FORDE ASSOCIATES (INC)	Isolation Valve Replacement Project - progress payment #11	300	4345 · Isolation Valve Replacement (10	104,500.00
W. R. FORDE ASSOCIATES (INC)	Isolation Valve Replacement Project - progress payment #3	300	4345 · Isolation Valve Replacement (10	261,307.00
WATER COMPONENTS & BLDG SUPPLY	Pump Station - new back flow preventer for North Francisco Pump Station	200	2359 · Maint- pump sta's & force mains	771.31
WATER COMPONENTS & BLDG SUPPLY	Collection Systems - plumbing parts to reroute water filler on 8150 Vactor	200	2360 · O&M - collection systems	48.30
WATER COMPONENTS & BLDG SUPPLY	Collection Systems - pipe repair parts at 218 Alexander	200	2360 · O&M - collection systems	27.69
				1,689,581.48

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

DATE: August 16, 2024

TO: Board of Directors, San Rafael Sanitation District

FROM: Doris Toy, District Manager/District Engineer

SUBJECT: Adopt Resolution Designating those Employees and Consultants Subject to Conflict of Interest Filing Requirements

SUMMARY

The State Political Reform Act requires all public agencies to adopt a Conflict-of-Interest Code. This Code designates positions required to file Statements of Economic Interests (Form 700) and assigns disclosure categories specifying the types of interests to be reported. Every local government agency is required to review its Conflict-of-Interest Code every two years.

The District last updated its Conflict-of-Interest Code in 2020. There was no change in 2022. During our latest review of the Code, it was noted that the District had decided to add the position of Assistant Engineer and revise the title of Senior Civil Engineer to Principal Civil Engineer. Therefore, the District is required to amend its Code and adopt a new resolution reflecting this change.

The District is required to submit the attached “2024 Local Agency Biennial Notice” to the County Board of Supervisors, as the Code reviewing body for our agency, by October 1, 2024. If amendments are necessary, as in the District’s case, the amended Code (Resolution No. 24-1291) must be forwarded to the Board of Supervisors within 90 days of filing the Biennial Notice.

ACTION REQUIRED

Staff recommends that the Board adopt the resolution designating those employees and consultants subject to conflict of interest filing requirements.

Attachment: Resolution
2024 Local Agency Biennial Notice
Office of the Clerk of the Marin County Board of Supervisor letter, 6/11/24

SAN RAFAEL SANITATION DISTRICT**RESOLUTION NO. 24-1291****A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SAN RAFAEL SANITATION DISTRICT
DESIGNATING THOSE EMPLOYEES AND CONSULTANTS
SUBJECT TO CONFLICT OF INTEREST FILING REQUIREMENTS**

WHEREAS, State law requires that each State agency with decision making authority adopt a Conflict of Interest Code; and

WHEREAS, The District last updated the personnel required to file a Conflict of Interest Form in 2020; and

WHEREAS, a new position has been added and an existing position has been revised, which requires the updating of Resolution No. 20-1212.

BE IT RESOLVED by the Board of Directors of the San Rafael Sanitation District, County of Marin, State of California, that the Board of Directors, Alternate Board members, the District Manager/District Engineer, the Principal Civil Engineer, the Associate Civil Engineer, the Assistant Engineer, the Junior Engineer, the Operations and Maintenance Manager, the Sewer Maintenance Supervisor, District Counsel, and any District employee who manages District investments shall be designated as persons who are subject to conflict of interest filing requirements pursuant to the California Government Code.

BE IT FURTHER RESOLVED that a notice of this determination shall be sent to the Marin County Board of Supervisors.

PASSED AND ADOPTED at a regular meeting of the Board of Directors on the
16th day of August 2024 by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

SAN RAFAEL SANITATION DISTRICT

Kate Colin, Chair

ATTEST:

Maribeth Bushey, Secretary

2024 Local Agency Biennial Notice

Name of Agency: San Rafael Sanitation District

Mailing Address: 111 Morphew Street, San Rafael, CA 94901

Contact Person: Doris Toy Phone No. 415-485-3484

Email: doris.toy@cityofsanrafael.org Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency’s code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX)*:

An amendment is required. The following amendments are necessary:

(Check all that apply.)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other *(describe)* _____

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency’s code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

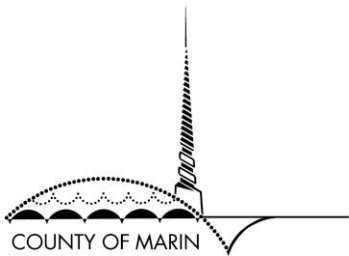
Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2024**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.



BOARD OF SUPERVISORS

PRESIDENT
Dennis Rodoni
4TH DISTRICT

VICE PRESIDENT
Mary Sackett
1ST DISTRICT

2ND VICE PRESIDENT
Eric Lucan
5TH DISTRICT

Katie Rice
2ND DISTRICT

Stephanie Moulton-Peters
3RD DISTRICT

Derek Johnson
COUNTY EXECUTIVE
CLERK OF THE BOARD

Carla Kacmar
ASSISTANT CLERK OF THE BOARD

Marin County Civic Center
3501 Civic Center Drive
Suite 329
San Rafael, CA 94903
415 473 7331 T
415 473 3645 F
415 473 6172 TTY
MarinCounty.gov/board

Date: June 11, 2024

To: All Special Districts, Boards, Commissions and School Districts for which the Marin County Board of Supervisors is the Code Reviewing Body

From: Office of the Clerk of the Marin County Board of Supervisors

Re: REMINDER: 2024 Biennial Notice – Conflict of Interest Code

As you may recall, the State Political Reform Act requires all public agencies to adopt a Conflict of Interest Code. The Code designates positions required to file Statement of Economic Interests (Form 700) and assigns disclosure categories specifying the types of interests to be reported. Every local government agency is required to review its Conflict of Interest Code every two years. The County Board of Supervisors, as the Code reviewing body for your agency, is charged with the responsibility of approving any changes to your Conflict of Interest Code.

No later than **October 1, 2024**, your agency must submit to the County Board of Supervisors the [2024 Local Agency Biennial Notice](#) indicating whether an amendment to your Conflict of Interest Code is necessary. Even if your Code needs no changes, State law requires that you submit the enclosed notice stating that no changes to your Code are necessary.

If you need any assistance with reviewing your Code or completing the Notice, please call the Fair Political Practices Commission (FPPC) toll-free at 1-866-275-3772. (Forms and other information may be obtained from www.fppc.ca.gov including the links below.)

Thank you in advance for your immediate attention to this matter.

Kindest regards,

/S/ Marie Banas

Marie Banas
Deputy Clerk of the Board

[Biennial Notice](#)
[Local Biennial Notice Instructions](#)

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

DATE: August 16, 2024

TO: Board of Directors, San Rafael Sanitation District

FROM: Doris Toy, District Manager/District Engineer

SUBJECT: Adopt resolution to award contract for the 2023 Sewer Rehabilitation Project

RECOMMENDATION:

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

BACKGROUND:

This agenda item was on the July 19, 2024, Agenda to adopt resolution awarding the contract to Glosage Engineering, Inc. for the 2023 Sewer Rehabilitation Project. Please refer to the attached staff memo from the July 19, 2024, Agenda packet.

On July 18, 2024, District received a letter from Bay Pacific Pipeline protesting the award to Glosage Engineering on the following basis stating:

1. Glosage Engineering failed to list any subcontractors for the grinding, paving and striping work.
2. Glosage Engineering may not be properly licensed. Under Business Professions Code Section 7068.1, an individual can only be the RMO (Responsible Managing Officer) for two companies if “(1) There is a common ownership of at least 20 percent of the equity of each individual or firm for which the person acts in a qualifying capacity” and “(2) The additional firm is a subsidiary of a joint venture with the first.”

After two rounds of Bay Pacific and Glosage Engineering responding to each other’s letters, the District’s legal counsel has reviewed the letters and determined that Glosage Engineering has met the District’s bidding requirements and the Business Professions Code Section 7068.1.

ANALYSIS:

In response to Bay Pacific’s first protest item, Glosage will be performing the grinding, paving and striping work themselves; and they have been performing this type of work on other similar projects. District staff has contacted Glosage’s references and confirmed that they do perform this type of work, and they do it well.

For the second item of protest, the Business Professions Code section actually states that this person shall not act in the capacity of the qualifying person for an additional individual or firm unless one of the following conditions exists:

- (1) There is a common ownership of at least 20 percent of the equity of each individual or firm for which the person acts in a qualifying capacity.

(2) The additional firm is a subsidiary of or a joint venture with the first. “Subsidiary,” as used in this subdivision, means any firm at least 20 percent of the equity of which is owned by the other firm.

(3) With respect to a firm under paragraph (2), (3), or (4) of subdivision (b) of Section 7068, the majority of the partners, officers, or managers are the same.

Accordingly, Glosage Engineering only must comply with one of the requirements above. Per Glosage Engineering’s July 29, 2024 letter, Glosage Engineering has confirmed that Luis Guzman Cornejo is currently a 20 percent owner of both Glosage Engineering and Villalobos & Associates.

On August 2, 2024, the District sent a letter to Bay Pacific responding to their protest letter and stated that the District has reviewed the documents with legal counsel and has determined that Glosage Engineering’s bid is complete.

With a Bid of \$5,181,604.75, Glosage Engineering, Inc., was the lowest responsible bidder for this project.

Both staff and 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 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. Resolution
2. July 19, 2024, Staff Memo to the Board
3. Bay Pacific Pipeline letters dated July 18, 2024, and July 25, 2024
4. Glosage Engineering letters dated July 19, 2024, and July 29, 2024
5. SRSD Response letter dated August 2, 2024

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 16th day of August 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

Kate Colin, Chair

ATTEST:

Maribeth Bushey, Secretary

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

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 to award contract for the 2023 Sewer Rehabilitation Project

RECOMMENDATION:

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
Maggiore & 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

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



CONTRACTORS STATE LICENSE BOARD

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

CA

Contractor mailing zip

94804

Contractor physical city

RICHMOND

Contractor physical state

CA

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

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 address1

590 South 33rd Street

Contractor wc carrier

GLOSAGE ENGINEERING INC

Checked

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

Engineer Estimate:	\$7,000,000.00
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Item	Item	Unit	Quantity	Glosage Engineering, Inc.		Bay Pacific Pipeline Inc	
				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)						
2	Pedestrian Control, Traffic Control, and Notifications	LS	1.00	\$78,000.00	\$78,000.00	\$100,000.00	\$100,000.00
3	Sheeting, Shoring, and Bracing	LS	1.00	\$35,000.00	\$35,000.00	\$140,000.00	\$140,000.00
4	Temporary Bypass Pumping and Piping	LS	1.00	\$45,000.00	\$45,000.00	\$50,000.00	\$50,000.00
5	6-inch Spot Repair	EA	13.00	\$9,800.00	\$127,400.00	\$3,000.00	\$39,000.00
6	8-inch Spot Repair	EA	1.00	\$13,000.00	\$13,000.00	\$4,000.00	\$4,000.00
7	6-inch Open Trench Repair	LF	14.00	\$630.00	\$8,820.00	\$300.00	\$4,200.00
8	8-inch Open Trench Repair	LF	22.00	\$401.00	\$8,822.00	\$350.00	\$7,700.00
9	6-inch Pipe Bursting	LF	1,352.00	\$210.00	\$283,920.00	\$180.00	\$243,360.00
10	8-inch Pipe Bursting	LF	9,656.00	\$215.00	\$2,076,040.00	\$185.00	\$1,786,360.00
11	6-inch Open Trench Replacement	LF	217.00	\$255.00	\$55,335.00	\$370.00	\$80,290.00
12	8-inch Open Trench Replacement	LF	3,131.00	\$255.00	\$798,405.00	\$415.00	\$1,299,365.00
13	Abandon 6" Sanitary Sewer	LF	253.00	\$13.00	\$3,289.00	\$95.00	\$24,035.00
14	Replace Lower Lateral at Open Trench Location	EA	59.00	\$3,200.00	\$188,800.00	\$4,000.00	\$236,000.00
15	Extend and Replace Lower Lateral (C41)	EA	2.00	\$1,500.00	\$3,000.00	\$5,000.00	\$10,000.00
16	Trim and Replace Lower Lateral (C41)	EA	2.00	\$3,200.00	\$6,400.00	\$4,000.00	\$8,000.00
17	Reconnect Lateral at Pipe Burst Location	EA	40.00	\$1,750.00	\$70,000.00	\$700.00	\$28,000.00
18	Replace Lower Lateral at Pipe Burst Location	EA	154.00	\$2,500.00	\$385,000.00	\$3,000.00	\$462,000.00
19	Replace Private Connection	EA	3.00	\$3,200.00	\$9,600.00	\$1,500.00	\$4,500.00
20	Cap/Abandon Existing Lateral	EA	15.00	\$200.00	\$3,000.00	\$400.00	\$6,000.00
21	Manhole Rehabilitation	EA	28.00	\$3,000.00	\$84,000.00	\$8,500.00	\$238,000.00
22	Modify Manhole for Pipe Bursting	EA	66.00	\$550.00	\$36,300.00	\$350.00	\$23,100.00
23	Repair/Reform Manhole Bench and Invert	EA	14.00	\$500.00	\$7,000.00	\$1,100.00	\$15,400.00
24	Grout Manhole Invert	EA	18.00	\$200.00	\$3,600.00	\$500.00	\$9,000.00
25	Remove Manhole Ladder Rungs	EA	31.00	\$250.00	\$7,750.00	\$250.00	\$7,750.00
26	Replace Manhole Frame and Cover	EA	48.00	\$1,800.00	\$86,400.00	\$1,300.00	\$62,400.00
27	Grout Manhole Grade Rings	EA	10.00	\$200.00	\$2,000.00	\$300.00	\$3,000.00
28	Remove & Replace Rodding Inlet	EA	22.00	\$4,500.00	\$99,000.00	\$2,600.00	\$57,200.00
29	Locate and Raise Rodding Inlet to Grade	EA	2.00	\$3,500.00	\$7,000.00	\$750.00	\$1,500.00
30	Locate and Raise Manhole to Grade	EA	2.00	\$3,250.00	\$6,500.00	\$800.00	\$1,600.00
31	Install Sanitary Sewer Manhole	EA	3.00	\$14,000.00	\$42,000.00	\$8,500.00	\$25,500.00
32	Abandon Existing Sanitary Manhole	EA	1.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
33	2" Grind and Overlay	SY	15,511.00	\$10.25	\$158,987.75	\$36.00	\$558,396.00
34	24" Trench Overcut	SY	825.00	\$29.00	\$23,925.00	\$61.00	\$50,325.00
35	"STOP" Text Striping	EA	6.00	\$500.00	\$3,000.00	\$230.00	\$1,380.00
36	"25" Text Striping	EA	1.00	\$220.00	\$220.00	\$200.00	\$200.00
37	White Stop Bar Pavement Marking	LF	54.00	\$12.00	\$648.00	\$20.00	\$1,080.00
38	Crosswalk Striping (Ladder)	LF	74.00	\$35.00	\$2,590.00	\$60.00	\$4,440.00
39	Crosswalk Striping (Basic)	LF	111.00	\$25.00	\$2,775.00	\$25.00	\$2,775.00
40	Centerline Pavement Marking	LF	1,400.00	\$3.00	\$4,200.00	\$6.00	\$8,400.00
41	Double Yellow Pavement Marking	LF	1,830.00	\$7.50	\$13,725.00	\$11.00	\$20,130.00
42	Right, Left, Straight Arrow Pavement Marking	EA	1.00	\$825.00	\$825.00	\$420.00	\$420.00
43	Left Turn Arrow Pavement Marking	EA	2.00	\$625.00	\$1,250.00	\$150.00	\$300.00
44	Right Turn Arrow Pavement Marking	EA	1.00	\$625.00	\$625.00	\$150.00	\$150.00
45	Asphalt Disposal with Reinforcing Fabric	TON	600.00	\$10.00	\$6,000.00	\$75.00	\$45,000.00
46	Hard Rock Excavation	CY	50.00	\$250.00	\$12,500.00	\$250.00	\$12,500.00
47A	As-Built Drawings	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
47B	Concrete Curb and Gutter Replacment	LF	300.00	\$40.00	\$12,000.00	\$65.00	\$19,500.00
47C	Concrete Sidewalk Replacement	SY	50.00	\$45.00	\$2,250.00	\$500.00	\$25,000.00
47D	Concrete Driveway Entrance Replacement	SY	30.00	\$82.00	\$2,460.00	\$700.00	\$21,000.00
48	Bid Allowance	AL	1.00	\$100,000.00	\$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		Addendum No. 1, 2&3		Yes		Yes
	Bid Signed				<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	License Number				<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	Contractors License Number				1028046		524020
	SUBCONTRACTORS:				No		Yes
	Subcontractors					H and R Plumbing and Drain	
						QA Constructor (Lic. A1013265)	
						Chrisp Company (Lic. 374600)	
	Project Experience Criteria				Yes		Yes
	Non-Collusion Affidavit				<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	Safety Compliance Affidavit				<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	Bidder's Statement Financial Responsibility & Experience				<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	Three Year EMR \leq 1.0				0.82		0.88
	RIR \leq 5.5				0.00		0.00
	LTIR \leq 2.0				0.00		0.00
	Financial Qualifications (Credit Report) Submitted/B30				<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	Drug-Free Certification				<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	Bid Bond				<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

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

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Item	Item	PACIFIC TRENCHLESS INC.		Koios Engineering Inc	
		Price	Extension	Price	Extension
	Mob/Demob, WPCP/SWPPP, Permits & Licenses	\$75,885.00	\$75,885.00	\$300,000.00	\$300,000.00
1	(Shall Not Exceed 5% of Total Bid)				
2	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
4	Temporary Bypass Pumping and Piping	\$17,045.00	\$17,045.00	\$35,000.00	\$35,000.00
5	6-inch Spot Repair	\$7,005.00	\$91,065.00	\$12,000.00	\$156,000.00
6	8-inch Spot Repair	\$8,005.00	\$8,005.00	\$12,000.00	\$12,000.00
7	6-inch Open Trench Repair	\$545.00	\$7,630.00	\$800.00	\$11,200.00
8	8-inch Open Trench Repair	\$565.00	\$12,430.00	\$750.00	\$16,500.00
9	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
11	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
16	Trim and Replace Lower Lateral (C41)	\$555.00	\$1,110.00	\$2,000.00	\$4,000.00
17	Reconnect Lateral at Pipe Burst Location	\$1,055.00	\$42,200.00	\$500.00	\$20,000.00
18	Replace Lower Lateral at Pipe Burst Location	\$1,255.00	\$193,270.00	\$2,500.00	\$385,000.00
19	Replace Private Connection	\$1,355.00	\$4,065.00	\$2,500.00	\$7,500.00
20	Cap/Abandon Existing Lateral	\$815.00	\$12,225.00	\$100.00	\$1,500.00
21	Manhole Rehabilitation	\$3,495.00	\$97,860.00	\$4,500.00	\$126,000.00
22	Modify Manhole for Pipe Bursting	\$985.00	\$65,010.00	\$2,000.00	\$132,000.00
23	Repair/Reform Manhole Bench and Invert	\$1,005.00	\$14,070.00	\$1,500.00	\$21,000.00
24	Grout Manhole Invert	\$595.00	\$10,710.00	\$1,500.00	\$27,000.00
25	Remove Manhole Ladder Rungs	\$235.00	\$7,285.00	\$100.00	\$3,100.00
26	Replace Manhole Frame and Cover	\$2,565.00	\$123,120.00	\$1,500.00	\$72,000.00
27	Grout Manhole Grade Rings	\$615.00	\$6,150.00	\$1,000.00	\$10,000.00
28	Remove & Replace Rodding Inlet	\$1,885.00	\$41,470.00	\$3,500.00	\$77,000.00
29	Locate and Raise Rodding Inlet to Grade	\$1,415.00	\$2,830.00	\$1,500.00	\$3,000.00
30	Locate and Raise Manhole to Grade	\$2,225.00	\$4,450.00	\$2,000.00	\$4,000.00
31	Install Sanitary Sewer Manhole	\$12,835.00	\$38,505.00	\$15,000.00	\$45,000.00
32	Abandon Existing Sanitary Manhole	\$2,635.00	\$2,635.00	\$3,000.00	\$3,000.00
33	2" Grind and Overlay	\$45.00	\$697,995.00	\$40.00	\$620,440.00
34	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
36	"25" Text Striping	\$235.00	\$235.00	\$250.00	\$250.00
37	White Stop Bar Pavement Marking	\$20.00	\$1,080.00	\$20.00	\$1,080.00
38	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
40	Centerline Pavement Marking	\$5.00	\$7,000.00	\$5.00	\$7,000.00
41	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
43	Left Turn Arrow Pavement Marking	\$285.00	\$570.00	\$700.00	\$1,400.00
44	Right Turn Arrow Pavement Marking	\$265.00	\$265.00	\$700.00	\$700.00
45	Asphalt Disposal with Reinforcing Fabric	\$25.00	\$15,000.00	\$20.00	\$12,000.00
46	Hard Rock Excavation	\$45.00	\$2,250.00	\$10.00	\$500.00
47A	As-Built Drawings	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
47B	Concrete Curb and Gutter Replacment	\$65.00	\$19,500.00	\$100.00	\$30,000.00
47C	Concrete Sidewalk Replacement	\$225.00	\$11,250.00	\$450.00	\$22,500.00
47D	Concrete Driveway Entrance Replacement	\$315.00	\$9,450.00	\$600.00	\$18,000.00
48	Bid Allowance	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
	48 Items		\$6,203,215.00		\$6,804,885.00

Item	Item	PACIFIC TRENCHLESS INC.		Koios Engineering Inc	
		Price	Extension	Price	Extension
	Check Percentage Bid Item 1 to Total Project (5% max)		1.2%		
	Addendum Acknowledged		Yes		
	Bid Signed	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
	License Number	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
	Contractors License Number		776788		
	SUBCONTRACTORS:		Yes		
	Subcontractors		Bay Line Cutting & Coring		
			Quality Striping, Inc.		
			Ronan Construction, Inc.		
			Cell-Crete Corporation		
	Project Experience Criteria		Yes		
	Non-Collusion Affidavit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
	Safety Compliance Affidavit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
	Bidder's Statement Financial Responsibility & Experience	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
	Three Year EMR \leq 1.0		0.86		
	RIR \leq 5.5		0.00		
	LTIR \leq 2.0		0.00		
	Financial Qualifications (Credit Report) Submitted/B30	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
	Drug-Free Certification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
	Bid Bond	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		

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

Item	Item	Unit	Quantity	Cratus, Inc.		K.J. Woods Construction	
				Price	Extension	Price	Extension
	Mob/Demob, WPCP/SWPPP, Permits & Licenses	LS	1.00	\$195,000.00	\$195,000.00	\$300,000.00	\$300,000.00
1	(Shall Not Exceed 5% of Total Bid)						
2	Pedestrian Control, Traffic Control, and Notifications	LS	1.00	\$90,000.00	\$90,000.00	\$180,000.00	\$180,000.00
3	Sheeting, Shoring, and Bracing	LS	1.00	\$75,000.00	\$75,000.00	\$250,000.00	\$250,000.00
4	Temporary Bypass Pumping and Piping	LS	1.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
5	6-inch Spot Repair	EA	13.00	\$5,500.00	\$71,500.00	\$5,500.00	\$71,500.00
6	8-inch Spot Repair	EA	1.00	\$6,500.00	\$6,500.00	\$6,175.00	\$6,175.00
7	6-inch Open Trench Repair	LF	14.00	\$500.00	\$7,000.00	\$750.00	\$10,500.00
8	8-inch Open Trench Repair	LF	22.00	\$500.00	\$11,000.00	\$700.00	\$15,400.00
9	6-inch Pipe Bursting	LF	1,352.00	\$220.00	\$297,440.00	\$260.00	\$351,520.00
10	8-inch Pipe Bursting	LF	9,656.00	\$240.00	\$2,317,440.00	\$265.00	\$2,558,840.00
11	6-inch Open Trench Replacement	LF	217.00	\$400.00	\$86,800.00	\$500.00	\$108,500.00
12	8-inch Open Trench Replacement	LF	3,131.00	\$425.00	\$1,330,675.00	\$510.00	\$1,596,810.00
13	Abandon 6" Sanitary Sewer	LF	253.00	\$50.00	\$12,650.00	\$35.00	\$8,855.00
14	Replace Lower Lateral at Open Trench Location	EA	59.00	\$4,500.00	\$265,500.00	\$1,500.00	\$88,500.00
15	Extend and Replace Lower Lateral (C41)	EA	2.00	\$4,500.00	\$9,000.00	\$6,000.00	\$12,000.00
16	Trim and Replace Lower Lateral (C41)	EA	2.00	\$4,500.00	\$9,000.00	\$2,500.00	\$5,000.00
17	Reconnect Lateral at Pipe Burst Location	EA	40.00	\$3,000.00	\$120,000.00	\$1,000.00	\$40,000.00
18	Replace Lower Lateral at Pipe Burst Location	EA	154.00	\$4,500.00	\$693,000.00	\$1,500.00	\$231,000.00
19	Replace Private Connection	EA	3.00	\$4,500.00	\$13,500.00	\$2,500.00	\$7,500.00
20	Cap/Abandon Existing Lateral	EA	15.00	\$3,000.00	\$45,000.00	\$1,000.00	\$15,000.00
21	Manhole Rehabilitation	EA	28.00	\$4,000.00	\$112,000.00	\$3,600.00	\$100,800.00
22	Modify Manhole for Pipe Bursting	EA	66.00	\$2,500.00	\$165,000.00	\$1,000.00	\$66,000.00
23	Repair/Reform Manhole Bench and Invert	EA	14.00	\$2,500.00	\$35,000.00	\$800.00	\$11,200.00
24	Grout Manhole Invert	EA	18.00	\$1,500.00	\$27,000.00	\$600.00	\$10,800.00
25	Remove Manhole Ladder Rungs	EA	31.00	\$250.00	\$7,750.00	\$50.00	\$1,550.00
26	Replace Manhole Frame and Cover	EA	48.00	\$2,000.00	\$96,000.00	\$1,200.00	\$57,600.00
27	Grout Manhole Grade Rings	EA	10.00	\$100.00	\$1,000.00	\$500.00	\$5,000.00
28	Remove & Replace Rodding Inlet	EA	22.00	\$4,000.00	\$88,000.00	\$3,500.00	\$77,000.00
29	Locate and Raise Rodding Inlet to Grade	EA	2.00	\$2,000.00	\$4,000.00	\$1,000.00	\$2,000.00
30	Locate and Raise Manhole to Grade	EA	2.00	\$3,000.00	\$6,000.00	\$2,000.00	\$4,000.00
31	Install Sanitary Sewer Manhole	EA	3.00	\$10,500.00	\$31,500.00	\$16,000.00	\$48,000.00
32	Abandon Existing Sanitary Manhole	EA	1.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00
33	2" Grind and Overlay	SY	15,511.00	\$30.00	\$465,330.00	\$33.62	\$521,479.82
34	24" Trench Overcut	SY	825.00	\$70.00	\$57,750.00	\$18.00	\$14,850.00
35	"STOP" Text Striping	EA	6.00	\$500.00	\$3,000.00	\$967.00	\$5,802.00
36	"25" Text Striping	EA	1.00	\$500.00	\$500.00	\$200.00	\$200.00
37	White Stop Bar Pavement Marking	LF	54.00	\$10.00	\$540.00	\$16.00	\$864.00
38	Crosswalk Striping (Ladder)	LF	74.00	\$10.00	\$740.00	\$40.00	\$2,960.00
39	Crosswalk Striping (Basic)	LF	111.00	\$10.00	\$1,110.00	\$32.00	\$3,552.00
40	Centerline Pavement Marking	LF	1,400.00	\$10.00	\$14,000.00	\$3.00	\$4,200.00
41	Double Yellow Pavement Marking	LF	1,830.00	\$10.00	\$18,300.00	\$7.00	\$12,810.00
42	Right, Left, Straight Arrow Pavement Marking	EA	1.00	\$500.00	\$500.00	\$950.00	\$950.00
43	Left Turn Arrow Pavement Marking	EA	2.00	\$500.00	\$1,000.00	\$675.00	\$1,350.00
44	Right Turn Arrow Pavement Marking	EA	1.00	\$500.00	\$500.00	\$675.00	\$675.00
45	Asphalt Disposal with Reinforcing Fabric	TON	600.00	\$40.00	\$24,000.00	\$20.00	\$12,000.00
46	Hard Rock Excavation	CY	50.00	\$50.00	\$2,500.00	\$200.00	\$10,000.00
47A	As-Built Drawings	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
47B	Concrete Curb and Gutter Replacment	LF	300.00	\$40.00	\$12,000.00	\$60.00	\$18,000.00
47C	Concrete Sidewalk Replacement	SY	50.00	\$90.00	\$4,500.00	\$50.00	\$2,500.00
47D	Concrete Driveway Entrance Replacement	SY	30.00	\$90.00	\$2,700.00	\$250.00	\$7,500.00
48	Bid Allowance	AL	1.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
	48 Items		Totals		\$6,986,225.00	\$7,006,742.82	

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

Item	Item	Ranger Pipelines		W.R. Forde Associates,	
		Price	Extension	Price	Extension
	Mob/Demob, WPCP/SWPPP, Permits & Licenses	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
1	(Shall Not Exceed 5% of Total Bid)				
2	Pedestrian Control, Traffic Control, and Notifications	\$50,000.00	\$50,000.00	\$300,000.00	\$300,000.00
3	Sheeting, Shoring, and Bracing	\$100,000.00	\$100,000.00	\$300,000.00	\$300,000.00
4	Temporary Bypass Pumping and Piping	\$25,000.00	\$25,000.00	\$250,000.00	\$250,000.00
5	6-inch Spot Repair	\$7,000.00	\$91,000.00	\$14,000.00	\$182,000.00
6	8-inch Spot Repair	\$7,500.00	\$7,500.00	\$16,000.00	\$16,000.00
7	6-inch Open Trench Repair	\$700.00	\$9,800.00	\$420.00	\$5,880.00
8	8-inch Open Trench Repair	\$750.00	\$16,500.00	\$420.00	\$9,240.00
9	6-inch Pipe Bursting	\$330.00	\$446,160.00	\$310.00	\$419,120.00
10	8-inch Pipe Bursting	\$346.00	\$3,340,976.00	\$318.00	\$3,070,608.00
11	6-inch Open Trench Replacement	\$400.00	\$86,800.00	\$345.00	\$74,865.00
12	8-inch Open Trench Replacement	\$410.00	\$1,283,710.00	\$318.00	\$995,658.00
13	Abandon 6" Sanitary Sewer	\$10.00	\$2,530.00	\$35.00	\$8,855.00
14	Replace Lower Lateral at Open Trench Location	\$4,000.00	\$236,000.00	\$5,460.00	\$322,140.00
15	Extend and Replace Lower Lateral (C41)	\$4,000.00	\$8,000.00	\$6,000.00	\$12,000.00
16	Trim and Replace Lower Lateral (C41)	\$4,000.00	\$8,000.00	\$6,000.00	\$12,000.00
17	Reconnect Lateral at Pipe Burst Location	\$2,500.00	\$100,000.00	\$365.00	\$14,600.00
18	Replace Lower Lateral at Pipe Burst Location	\$4,000.00	\$616,000.00	\$5,460.00	\$840,840.00
19	Replace Private Connection	\$4,000.00	\$12,000.00	\$6,000.00	\$18,000.00
20	Cap/Abandon Existing Lateral	\$200.00	\$3,000.00	\$2,500.00	\$37,500.00
21	Manhole Rehabilitation	\$3,400.00	\$95,200.00	\$3,600.00	\$100,800.00
22	Modify Manhole for Pipe Bursting	\$400.00	\$26,400.00	\$3,000.00	\$198,000.00
23	Repair/Reform Manhole Bench and Invert	\$1,200.00	\$16,800.00	\$3,000.00	\$42,000.00
24	Grout Manhole Invert	\$800.00	\$14,400.00	\$2,500.00	\$45,000.00
25	Remove Manhole Ladder Rungs	\$200.00	\$6,200.00	\$1,500.00	\$46,500.00
26	Replace Manhole Frame and Cover	\$2,000.00	\$96,000.00	\$3,000.00	\$144,000.00
27	Grout Manhole Grade Rings	\$100.00	\$1,000.00	\$1,500.00	\$15,000.00
28	Remove & Replace Rodding Inlet	\$2,500.00	\$55,000.00	\$3,000.00	\$66,000.00
29	Locate and Raise Rodding Inlet to Grade	\$1,500.00	\$3,000.00	\$1,800.00	\$3,600.00
30	Locate and Raise Manhole to Grade	\$2,000.00	\$4,000.00	\$2,200.00	\$4,400.00
31	Install Sanitary Sewer Manhole	\$8,000.00	\$24,000.00	\$9,500.00	\$28,500.00
32	Abandon Existing Sanitary Manhole	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00
33	2" Grind and Overlay	\$28.80	\$446,716.80	\$37.00	\$573,907.00
34	24" Trench Overcut	\$40.00	\$33,000.00	\$164.00	\$135,300.00
35	"STOP" Text Striping	\$220.00	\$1,320.00	\$230.00	\$1,380.00
36	"25" Text Striping	\$145.00	\$145.00	\$150.00	\$150.00
37	White Stop Bar Pavement Marking	\$10.00	\$540.00	\$12.00	\$648.00
38	Crosswalk Striping (Ladder)	\$55.00	\$4,070.00	\$60.00	\$4,440.00
39	Crosswalk Striping (Basic)	\$20.00	\$2,220.00	\$23.00	\$2,553.00
40	Centerline Pavement Marking	\$6.00	\$8,400.00	\$7.00	\$9,800.00
41	Double Yellow Pavement Marking	\$10.00	\$18,300.00	\$12.00	\$21,960.00
42	Right, Left, Straight Arrow Pavement Marking	\$420.00	\$420.00	\$420.00	\$420.00
43	Left Turn Arrow Pavement Marking	\$150.00	\$300.00	\$160.00	\$320.00
44	Right Turn Arrow Pavement Marking	\$150.00	\$150.00	\$160.00	\$160.00
45	Asphalt Disposal with Reinforcing Fabric	\$30.00	\$18,000.00	\$150.00	\$90,000.00
46	Hard Rock Excavation	\$100.00	\$5,000.00	\$150.00	\$7,500.00
47A	As-Built Drawings	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
47B	Concrete Curb and Gutter Replacment	\$50.00	\$15,000.00	\$88.00	\$26,400.00
47C	Concrete Sidewalk Replacement	\$200.00	\$10,000.00	\$180.00	\$9,000.00
47D	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	\$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**

		Maggiore & Ghilotti, Inc.	
Item	Item	Price	Extension
	Mob/Demob, WPCP/SWPPP, Permits & Licenses	\$430,000.00	\$430,000.00
1	(Shall Not Exceed 5% of Total Bid)		
2	Pedestrian Control, Traffic Control, and Notifications	\$47,000.00	\$47,000.00
3	Sheeting, Shoring, and Bracing	\$50,000.00	\$50,000.00
4	Temporary Bypass Pumping and Piping	\$30,000.00	\$30,000.00
5	6-inch Spot Repair	\$14,000.00	\$182,000.00
6	8-inch Spot Repair	\$14,000.00	\$14,000.00
7	6-inch Open Trench Repair	\$1,100.00	\$15,400.00
8	8-inch Open Trench Repair	\$1,100.00	\$24,200.00
9	6-inch Pipe Bursting	\$340.00	\$459,680.00
10	8-inch Pipe Bursting	\$220.00	\$2,124,320.00
11	6-inch Open Trench Replacement	\$310.00	\$67,270.00
12	8-inch Open Trench Replacement	\$310.00	\$970,610.00
13	Abandon 6" Sanitary Sewer	\$40.00	\$10,120.00
14	Replace Lower Lateral at Open Trench Location	\$9,500.00	\$560,500.00
15	Extend and Replace Lower Lateral (C41)	\$11,000.00	\$22,000.00
16	Trim and Replace Lower Lateral (C41)	\$10,000.00	\$20,000.00
17	Reconnect Lateral at Pipe Burst Location	\$11,000.00	\$440,000.00
18	Replace Lower Lateral at Pipe Burst Location	\$10,850.00	\$1,670,900.00
19	Replace Private Connection	\$10,900.00	\$32,700.00
20	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
33	2" Grind and Overlay	\$50.00	\$775,550.00
34	24" Trench Overcut	\$120.00	\$99,000.00
35	"STOP" Text Striping	\$375.00	\$2,250.00
36	"25" Text Striping	\$175.00	\$175.00
37	White Stop Bar Pavement Marking	\$8.00	\$432.00
38	Crosswalk Striping (Ladder)	\$8.00	\$592.00
39	Crosswalk Striping (Basic)	\$8.00	\$888.00
40	Centerline Pavement Marking	\$6.00	\$8,400.00
41	Double Yellow Pavement Marking	\$6.00	\$10,980.00
42	Right, Left, Straight Arrow Pavement Marking	\$250.00	\$250.00
43	Left Turn Arrow Pavement Marking	\$250.00	\$500.00
44	Right Turn Arrow Pavement Marking	\$250.00	\$250.00
45	Asphalt Disposal with Reinforcing Fabric	\$30.00	\$18,000.00
46	Hard Rock Excavation	\$30.00	\$1,500.00
47A	As-Built Drawings	\$5,000.00	\$5,000.00
47B	Concrete Curb and Gutter Replacment	\$100.00	\$30,000.00
47C	Concrete Sidewalk Replacement	\$300.00	\$15,000.00
47D	Concrete Driveway Entrance Replacement	\$470.00	\$14,100.00
48	Bid Allowance	\$100,000.00	\$100,000.00
	48 Items		\$8,967,967.00

BAY PACIFIC PIPELINE, INC.

P.O. Box 1162, Novato, CA 94948-1162 Tel: 415 897-6958 Fax: 415 897-1409

Email: baypacpipelines@yahoo.com

License No. 524020

July 18, 2024

By Overnight Delivery and Email

Ms. Doris Toy

District Manager/District Engineer

San Rafael, CA 94901

Re: 2023 Sewer Rehabilitation Project
Protes of Award to Glosage Engineering, Inc.

Dear District Manager Toy:

Please consider this letter to be a formal protest of the award of the 2023 Sewer Rehabilitation Project to any bidder other than Bay Pacific Pipeline, Inc. ("Bay Pacific"), which submitted the lowest responsive bid from a responsible contractor.

Name, Address, and Contact Persons for Protesting Party

Eugene Carew, President

Bay Pacific Pipeline Incorporated P.O. Box 1162

Novato, Ca 94948

Business Phone Number: (415) 897-6958

Email: baypacpipelines@yahoo.com

Statement of Basis for Protest

Glosage Engineering Inc. (GEI) failed to list any subcontractors for the grinding, paving and striping work. This work requires specialized equipment and experienced crews to perform properly. GEI lacks the equipment, experience, and qualifications to perform this work.

Public Contract Code Section 20783 only authorizes an award to the lowest responsible bidder. Responsibility is defined by statute and precedent as the fitness, quality, capacity, and experience to satisfactorily perform the work to be awarded. Pub. Contract Code 1103; Taylor Bus Service, Inc. v. San Diego Board of Education, 195 (Cal. App. 3rd 1331, 1341 (1987)). Here, GEI lacks the equipment, experience, and qualifications required for a key portion of this project.

As the contract documents require likewise require that the Project be awarded to the lowest responsible bidder, and GEI is not a responsible bidder for purposes of this Project, GEI's Bid is also nonresponsive

We therefore respectfully request that this protest be sustained.

Ms. Doris Toy, District Manager/District Engineer
San Rafael Sanitation District
Page 2.

Additionally, it appears that GEI appears that GEI may not be properly licensed. An individual can only be an RMO for two companies at the same time in very limited circumstances. Under Business Professions Code Section 7068.1, an individual can only be the RMO for two companies if "(1) There is a common ownership of at least 20 percent of the equity of each individual or firm for which the person acts in a qualifying capacity " and " (2) The additional firm is a subsidiary of a joint venture with the first."

According to the CSLB, Luis Armando Guzman Cornejo is the RMO not only for GEI but also for Villalobos & Associates, CSLB No. 1017098. Unless GEI can prove that the requirements of Section 7068.1 have been met, GEI is not properly licensed, and its bid is nonresponsive, and GEI is not a responsible bidder. See Jeff Tracy, Inc. v. city of Pico Rivera, 240 Cal. App. 4th 510 (2015), Buzgheia v. Leasco Sierra Grove 60 Cal. App. 4th 374, 383 (1997) ("It is possible for a party to a civil action to attack a contractor's license by going behind the face of the license and proving that a required RME is a sham")

We therefore respectfully request that this protest be sustained.

Conclusion

Bay Pacific submitted the lowest responsive bid from a responsible contractor. Unlike GEI, we listed qualified contractors, such as QA Constructors, Chrisp Company, H&R Plumbing and Drain Cleaning to perform the grinding/paving, Manhole rehab and striping work. Our company has decades of experience and a record of successful completion of similar projects.

We therefore respectfully request that our protest be sustained. If the District were to consider an award to another company, however, we ask that the district hold a hearing and provide an opportunity to present evidence and legal authorities regarding the relevant issues.

Thank You for your careful attention in this matter. Please feel free to contact me if you have any questions.

Sincerely,



Eugene Carew, President
BAY PACIFIC PIPELINE INCORPORATED

Cc: Glosage Engineering, Inc.
frontdesk@glosage.com

BAY PACIFIC PIPELINE, INCORPORATED

P.O. Box 1162, Novato, CA 94948-1162 Tel: 415 897-6958 Fax: 415 897-1409

Email: baypacpipelines@yahoo.com

License No. 524020

DIR 1000009198

July 25th, 2024

By Overnight Delivery and Email

Ms. Doris Toy

District Manager/District Engineer

San Rafael, CA 94901

RE: 2023 Sewer Rehabilitation Project
Protest of Award to Glosage Engineering, Inc

I am writing to respond to a July 19, 2024, letter from Glosage to the District.

Glosage has not provided any evidence that has the qualifications, means, or experience to perform the striping and the grinding and overlay work for this project.

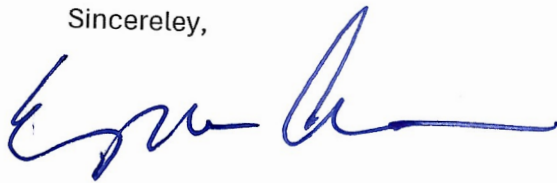
In addition, our protest had noted under Business & Professions Code Section 7068.1, an individual can only be the RMO for two companies if: "(1) There is a common ownership of at least 20 percent of the equity of each individual or firm for which the person acts in a qualifying capacity" and "(2) The additional firm is a subsidiary of or a joint venture with the first."

Glosage does not deny that shares an RMO with another company Villalobos & Associates, CSLB No. 1017098. Glosage has not established that the requirements of Section 7068.1 have been met. Instead, it has avoided stating whether or not the common ownership requirement of Section 7068.1 has been satisfied. Under applicable law, it is Glosage's obligation to demonstrate that it has complied with RMO laws. See *Jeff Tracy, Inc. v. City of Pico Rivera*, 240 Cal. App. 4th 510 (2015); *Buzgheia v. Leasco Sierra Grove* 60 Cal.App.4th 374, 385 (1997).

Accordingly, Glosage has failed to establish that it is properly licensed. For that reason, Glosage is not a responsible bidder, and as a matter of law, its bid is nonresponsive and must be rejected. See Bus. & Prof. Code 7028.15(e) ("Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency." Emphasis supplied.) A public agency, like the District, has a duty to "verify that the contractor was properly licensed when the contractor submitted [a] bid." *Id.* A public official who fails to carry out such verification can be subject to a citation. *Id.*

We therefore respectfully ask that our protest be upheld.

Sincereley,



Eugene Carew, President
Bay Pacific Pipeline Incorporated

CC: Glosage Engineering, Inc
frontdestk@glosage.com

07/19/2024

Contact Person: Luis Guzman
Place Of Business; 590 S 33rd Street, Richmond, CA 94804
License No. 1028046
Phone Number: 510-815-4505
Email: Frontdesk@glosage.com

Dear District Manager Ms. Doris Toy,

Please consider this letter as a response to the bid protest of the award for 2023 Sewer Rehabilitation Project by Bay Pacific Pipelines Inc.

Glosage Engineering Inc bid is the lowest responsive bidder and we have met all the requirements of the specifications of the for 2023 Sewer Rehabilitation Project.

According to Specification Section 00100 (6.0 Subcontractors and Major Suppliers)

We at Glosage Engineering Inc have chosen to do the grinding, paving, striping, and manhole rehab work ourselves without subcontractors. Same type of work is being performed now in RVSD and other districts by GEI. We have completed a number of similar projects in Marin County, Alameda County and Napa County.

We at Glosage Engineering are more than qualified to perform this type of work. Per Section 00460, our bid shows reference to similar projects and substantiates our experience qualifications of similar projects.

Page 2:

Luis Armando Guzman Cornejo at Glosage Engineering Inc is properly licensed, bonded, and insured to bid this project. Villalobos & Associates has nothing to do at all with this bid. It is a completely separate legal entity which is not a party to this transaction. Bay Pacific does not claim or dispute, nor can it, that Glosage Engineering is not properly licensed. Rather, Bay Pacific is attempting to muddy the waters by attempting to impugn the licensing status of a company that is not a party to this bid.

Glosage Engineering Inc.

GENERAL ENGINEERING CONTRACTOR

The purpose of the licensing statutes is to "provide minimal assurance that all persons offering such services in California have the requisite skill and character, understand applicable local laws and codes, and know the rudiments of administering a contracting business." *Hydrotech Systems, Ltd. V. Oasis Waterpark*, 52 Cal.3d 988, 995. Thus, these licensing statutes are designed to be used as a shield by consumers of contracting services in civil lawsuits where the consumer raises them as a defense against the claims of unlicensed contractors. In its protest, however, Bay Pacific is attempting to use them as a "sword" to invalidate the completely legitimate bid of Glosage Engineering .

Therefore, we at Glosage Engineering consider ourselves the lowest responsible bidder and feel the bid protest has no merit.

We understand that normally per the specifications we have 5 days to respond but we also understand that the time is of the essence in this case, and this is why we are giving you this immediate response.

Thanks in advance,



Luis Armando Guzman Cornejo

July 29th, 2024

By Overnight Delivery and Email

Ms. Doris Toy
District Manager/District Engineer
San Rafael, Ca 94901

Re: 2023 Sewer Rehabilitation Project Protest of Award to Glosage Engineering Inc.

Dear Ms. Toy:

I am writing to respond to the questions asked by Philip Buckley, Principal Civil Engineer that would clarify our first response.

“Do you have common ownership of at least 20 percent of the equity of Villalobos & Associates? If not, what is your ownership stake?”

Yes. I, Luis A Guzman Cornejo am currently a 20 percent owner and the Acting RMO of Villalobos & Associates Inc.as allowed by Business & Professions Code §7068.1(a)(1).

“Is Villalobos & Associates Inc a subsidiary or joint venture with Glosage Engineering Inc? Your letter makes it sound like they are not related.”

No. Villalobos & Associates Inc is Not a subsidiary and is Not a joint venturer of Glosage Engineering Inc. Villalobos & Associates is a separate legal entity engaged in other types of contracting work.

“Are the majority of the partners or officers in Glosage Engineering Inc and Villalobos & Associates Inc the same?”

No. The majority of the partners of officers in Glosage Engineering Inc and Villalobos & Associates Inc are Not the same.

Sincerely,



Luis A Guzman Cornejo

Glosage Engineering Inc.



**San Rafael
Sanitation
District**

111 Morpew St
San Rafael, CA 94901

Telephone 415 454-4001

Board of Directors

Kate Colin, Chair
Maribeth Bushey, Secretary/Director
Katie Rice, Director

4a 5

District Manager/District Engineer

Doris Toy, P.E.

August 2, 2024

Eugene Carew, President
Bay Pacific Pipeline Incorporated
P.O. Box 1162
Novato, Ca 94948
(415) 897-6958
baypacificpipelines@yahoo.com

Re: 2023 Sewer Rehabilitation Project
Protest of Award to Glosage Engineering, Inc.

Dear Mr. Carew,

Thank you for your correspondence dated July 18, 2024, and July 25, 2024, in which you disagree with the awarding of the above project to Glosage Engineering, Inc. ("Glosage").

We have carefully reviewed your bid protest. Upon review, we have determined that the awarded bid is full and complete and hereby reject your bid protest.

Your protest is based on two grounds. The first is your belief that Glosage failed to list any subcontractors for the grinding, paving and striping work. However, Glosage has responded that it intends to perform this type of work in-house, citing several past projects and a current project consisting of this specific work.

Your second argument is that Glosage is not properly licensed because, "under Business & Professions Code Section 7068.1, an individual can only be the RMO for two companies if: '(1) There is a common ownership of at least 20 percent of the equity of each individual or firm for which the person acts in a qualifying capacity' and '(2) The additional firm is a subsidiary of or a joint venture with the first.'" (Emphasis added.)

However, this code section actually states the following:

This person shall not act in the capacity of the qualifying person for an additional individual or firm **unless one of the following conditions exists:**

- (1) There is a common ownership of at least 20 percent of the equity of each individual or firm for which the person acts in a qualifying capacity.
- (2) The additional firm is a subsidiary of or a joint venture with the first. "Subsidiary," as used in this subdivision, means any firm at least 20 percent of the equity of which is owned by the other firm.

(3) With respect to a firm under paragraph (2), (3), or (4) of subdivision (b) of Section 7068, the majority of the partners, officers, or managers are the same. (Emphasis added.)

Accordingly, Glosage only has to comply with one of the foregoing. Glosage has confirmed that Luis A Guzman Cornejo is currently a 20 percent owner for both Glosage and Villalobos & Associates.

The District is committed to providing all bidders a fair opportunity to bid on and be awarded its projects. To that end, after reviewing your bid protest documents with counsel, the District has determined that the awarded bid is full and complete. Accordingly, the District considers this matter closed.

The District thanks you for your participation in the bid process and encourages you to participate in future solicitations. If you have any other questions, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Doris Toy', is positioned above the typed name.

DORIS TOY, P.E.
District Manager/District Engineer

cc: Glosage Engineering, FrontDesk@glosage.com
Philip Buckley, Principal Civil Engineer
Tim Tran, Associate Civil Engineer
Kerry Gerchow, Deputy County Counsel

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

DATE: August 16, 2024

TO: Board of Directors, San Rafael Sanitation District

FROM: Doris Toy, District Manager/District Engineer

SUBJECT: Discussion on Rate Assistance Program

SUMMARY:

During the Public Hearing on increasing the District's sewer service charges at the June 21, 2024, Board meeting, the Board requested staff to bring information on rate assistance programs from other agencies at a future meeting.

Maher Accountancy performed research on ten sewer agencies in Marin County and discovered five of them have a rate assistance program. (Please refer to the attached letter.) Both Ross Valley Sanitary District (RVSD) and City of Mill Valley's program was the most generous, offering a 25% discount to qualified applicants. It appears most agencies require that the applicant owns and occupies a single-family home.

In order for Maher to provide a cost estimate of SRSD's annual reduction of revenue, Maher based it on RVSD information and made some changes according to the statistics from the U.S. Census Bureau. Compared to RVSD, SRSD has a higher percentage of low-income residents and a lower percentage of owner-occupied residences. Maher estimates that SRSD will have approximately 211 participants and assuming a discount of 25%, the annual reduction of revenue to SRSD would be approximately \$51,000. This does not include other related costs, such as administration and promotion of the program.

The reduction of revenue may be taken out of the property tax revenue or interest income.

ACTION REQUIRED:

No action is required; however, Board may provide direction to staff.

Attachment: August 15, 2024, Maher Accountancy Letter re: Consideration of offering discounts to low-income customers



4b

August 15, 2024

Doris Toy, District Manager
San Rafael Sanitation District
111 Morpew Street
San Rafael, CA 94901

RE: Consideration of offering discounts to low-income customers

Ms. Toy,

I have prepared preliminary information about the cost of offering user fee discounts to low-income residents for your consideration. Please note that this letter is not considered a complete analysis.

As indicated in the accompanying draft of the survey of discounts for low-income customers, most of the agencies that offer discounts require that the user own and occupy the property. Of the ten agencies within Marin County that we looked at, five had such programs. Mill Valley and Ross Valley Sanitary District's (RVSD) program were the most generous, offering a 25% discount to qualified applicants.

We used information from RVSD to estimate the number of discounts that San Rafael Sanitation District (SRSD) might grant once the program is mature. After offering these discounts for about eight years, RVSD has about 200 participants. While RVSD and SRSD have similar number of customers, certain other characteristics were considered in estimating SRSD's program participants:

- (a) Statistics from the U.S. Census Bureau¹ suggest the percentage of low-income residents in SRSD is significantly higher than that of RVSD.
- (b) The percentage of owner-occupied residences is lower in SRSD than in RVSD.² This is significant because sewer user fees are paid by property owners on their property tax bills and not by non-owner occupants.

I estimate that SRSD will have approximately 211 participants. Assuming a discount of 25%, the annual reduction of revenue to SRSD would be approximately \$51,000. We did not address other related costs, such as administration and promotion of the program.

Sincerely,

John W. Maher, CPA

¹ We have assumed a correlation between the U.S. Census Bureau's "persons in poverty" statics and "low-income" criteria to adopted in the program. For San Rafael, the percentage was 8.9%. The weighted average of jurisdictions within RVSD for which data was available (San Anselmo, Fairfax, Larkspur and Kentfield) was 6.22%.

² Based on information from the U.S. Census Bureau, owner-occupied housing in San Rafael 51.9% and the weighted average of San Anselmo, Fairfax, Larkspur and Kentfield is 61.4%.

**SAN RAFAEL SANITATION DISTRICT
SURVEY OF USER RATE DISCOUNTS**

4b

	Las Gallinas Sanitary	Ross Valley Sanitary	Novato Sanitary District	Sausalito-Marín City Sanitary District	Mill Valley	Marin Co. Sani Dist. #2	Richardson Bay Sanitary District	Tiburon- Belvedere (No. 5)	Alto Sanitary	Almonte
Program exists	Yes	Yes	Yes	Yes	Yes	Not published	Not published	Not published	Not published	Not published
Discount	10%	25%	10% - 15%	5% rebate	25%					
Offered to applicants:	Low income, single family, owner-occupant	Low income, single family, owner-occupants	Low income, single family, owner-occupant	Low income, single family	Low income, single family					
Criteria	Enrolled in PGE CARE program	Income below DHHP Low-Income Limits 2023	Enrolled in PGE CARE program	Enrolled in PGE CARE or FERA program	Enrolled in PGE CARE or FERA program					
Low-income housing developments?	Not published	Non-profit, low-income developments with 85% or more low-income units	Not published	Not published	Not published					

SAN RAFAEL SANITATION DISTRICT**ESTIMATED COST OF A PROGRAM FOR SEWER FEE DISCOUNTS TO LOW-INCOME CUSTOMERS**

Estimated number of low-income units in RVSD		
RVSD EDUs		22,404
San Anselmo, Fairfax, Larkspur and Kentfield ¹		6.22%
RVSD estimated eligible		<u>1,393</u>
Estimated RVSD participants per RVSD		200
Rate of participation by eligible customers		14%
Estimated number of low-income units in SRSD		
SRSD EDUs		19,545
SRSD households below poverty ¹		8.90%
Subtotal		<u>1740</u>
Adjustment for percent of owner-occupancy ²		
San Rafael	51.90%	
Ross Valley	61.40%	
Owner-occupancy adjustment factor ³		<u>85%</u>
		1,470
Estimated percent of eligible customers participating (same as RVSD)		<u>14%</u>
Estimated participants		211
SRSD residential sewer rate 2024-25	\$	963.96
Discount percentage		<u>25%</u>
Discount per EDU	\$	<u>240.99</u>
Total estimated cost of discounts	\$	<u><u>50,849</u></u>

¹ We have assumed a correlation between the U.S. Census Bureau's persons in poverty statistics and low-income criteria to adopted in the program. For San Rafael, the percentage was 8.9%. The weighted average of jurisdictions within RVSD for which data was available (San Anselmo, Fairfax, Larkspur and Kentfield) was 6.22%." For San Rafael, the percentage was 8.9%. The weighted average of jurisdictions within RVSD for which data was available (San Anselmo, Fairfax, Larkspur, and Kentfield) was 6.22%.

² Based on information from the U.S. Census Bureau, owner-occupied housing in San Rafael 51.9% and the weighted average of San Anselmo, Fairfax, Larkspur and Kentfield is 61.4%.

³ Owner-occupancy adjustment factor is computed by dividing the occupancy factor for SRSD by the estimated factor for RVSD.

SAN RAFAEL SANITATION DISTRICT
Agenda Item 4.c.

DATE: August 16, 2024

TO: San Rafael Sanitation District Board of Directors

FROM: Doris Toy, District Manager/District Engineer

SUBJECT: Discussion on Strategic Planning Efforts for the District

SUMMARY:

At this meeting, staff will provide an update on the following:

1. Meetings with City Manager and staff.
 - a. Office relocation
 - b. Technology transfer
 - c. Continuing services
2. Drafts of the organizational charts at the initial phase and integration phase. See attached.
3. August 8, 2024, draft of the SRSD Management and Operations Agreement with CMSA.
 - a. Whereas statements – added SRSD’s mission statement and stated the service agreement could serve as a possible first step toward a full consolidation.
 - b. Section 2 – eliminate “Transition Employee Relocation to CMSA,” since it may happen with Phase I.
 - c. Added language for the following sections:
 - i. Section 4, Extra Ordinary Services, Acts of God Services
 - ii. Section 5, Compensation and Overhead – Board to comment
 - iii. Section 10, Dispute Resolution
 - iv. Section 11, SRSD and CMSA Board Responsibilities – Board to comment
 - v. Section 13, Termination – Board to comment
 - vi. Section 16, Independent Contractor
 - vii. Section 17, Reports, Plans and Documents
 - viii. Section 23, Employee Hires by CMSA
 - ix. Section 25, SRSD Pensions – Board to comment
4. Potential Overhead Concept List
5. CMSA Ad Hoc Committee meeting on August 14, 2024.

ACTION REQUIRED:

No action required; however, Board may provide direction to staff.

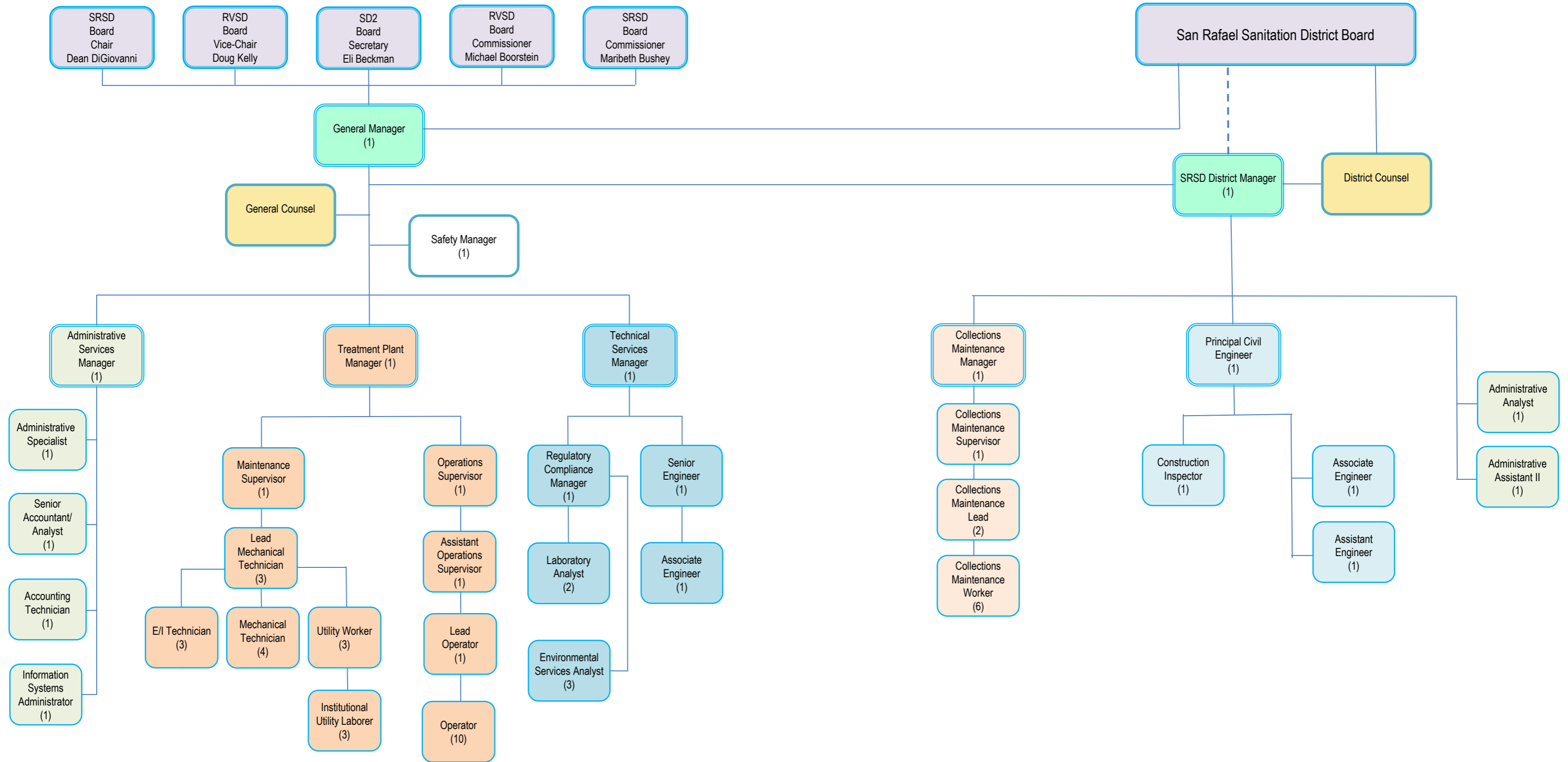
Attachments: Organizational Chart, Initial Phase proposed (draft)
Organizational Chart, 5-Year tentative (draft)
SRSD Management and Operations Agreement, Aug. 8, 2024 (draft)
Potential Overhead Concept List, Aug. 8, 2024

CMSA ORGANIZATIONAL CHART – INITIAL PHASE (PROPOSED)

JULY 30, 2024

4c

DRAFT

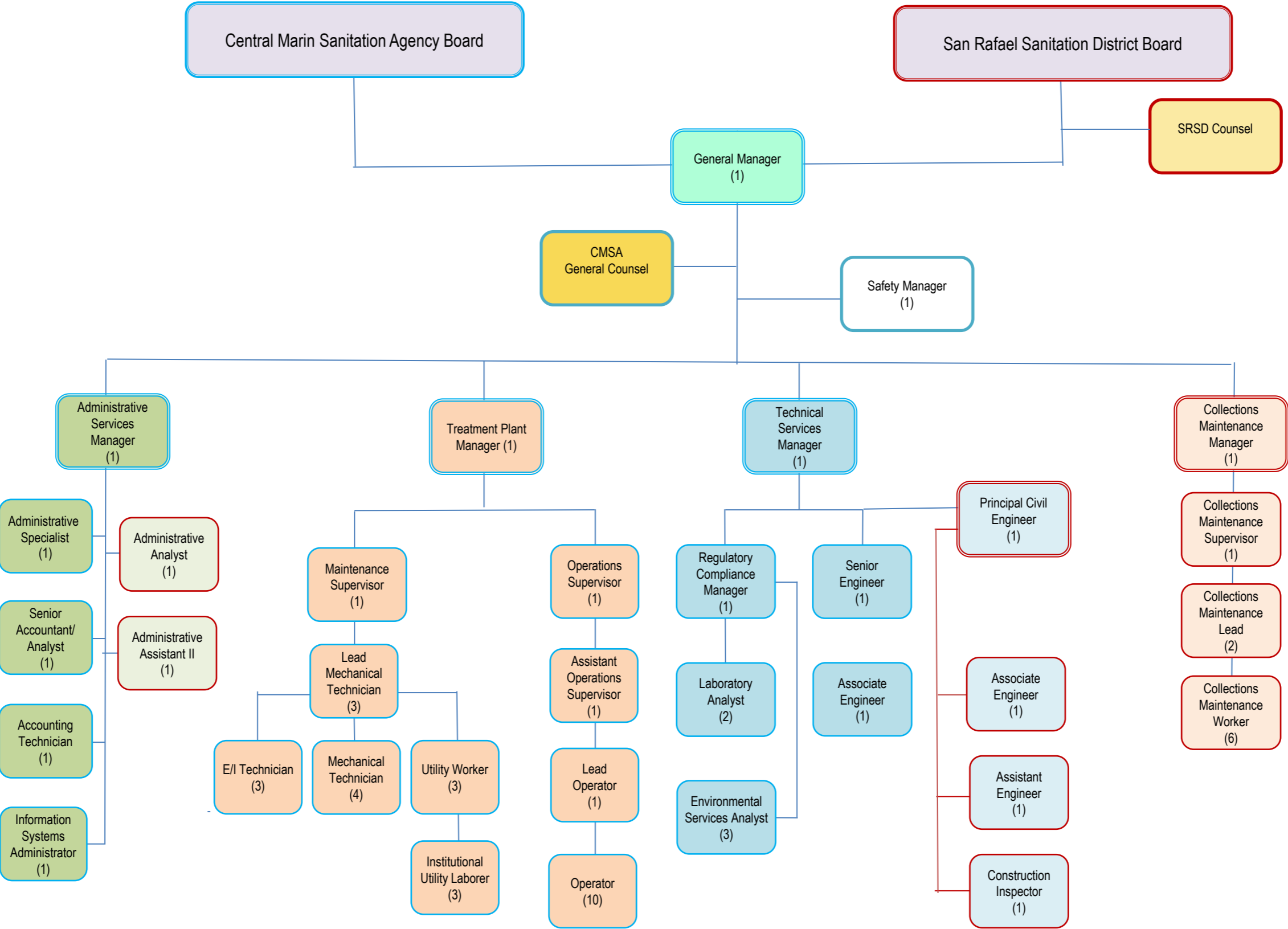


CMSA 47 Full Time Equivalent (FTE)
SRSD 17 Full Time Equivalent (FTE)

**CMSA ORGANIZATIONAL CHART (TENTATIVE)
5-YEAR AFTER EFFECTIVE DATE**

August 7, 2024

4c **DRAFT**



SRSD

CMSA 47 Full Time Equivalent (FTE)
SRSD 16 Full Time Equivalent (FTE)

**SAN RAFAEL SANITATION DISTRICT
MANAGEMENT AND OPERATIONS AGREEMENT**

August 8, 2024

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

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

WHEREAS, SRSD is a special district formed in 1947 pursuant to Health and Safety Code Section 4700, et seq. with all of its employees currently employed by the City of San Rafael (hereinafter referred to as City); and

WHEREAS, SRSD is a member of CMSA and has been using the regional plant facilities for the treatment and disposal of wastewater and biosolids, source control and lab services; and

WHEREAS, this Agreement is entered into pursuant to Health and Safety Code Section 4742 providing for agreements between governmental agencies for the type of management and operations services to be provided by CMSA, and

WHEREAS, SRSD's mission is to protect the public health and the environment through proactively planning and operating a fiscally responsible and safe wastewater collection system; and

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

WHEREAS, the services provided by this agreement shall be fully reimbursed by SRSD including all overhead costs for CMSA general services; and

WHEREAS, the services provided to SRSD shall not result in increased costs to other Joint Powers Agreement members; and

WHEREAS, SRSD and CMSA now desire to enter into a services agreement for management, administration, operations, and maintenance of SRSD, including hiring of SRSD's current City employees; and

WHEREAS, the service agreement could serve as a possible first step toward a full consolidation; and.

NOW, THEREFORE, it is agreed as follows:

1. **System:** SRSD currently owns and manages a sanitary sewer collection system including gravity and pressure piping, interceptors, pump stations, manholes, siphons, sewer related equipment and appurtenances as, more fully described in Exhibit “B” and Exhibit “C” Pump Stations, attached hereto and incorporated herein.
2. **Scope of Services:** 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”. . After hiring of SRSD’s current City employees, CMSA shall provide all of the SRSD Board administration and all labor and materials necessary to perform the stated services in a professional and competent manner based on direction for the SRSD Board of Directors in accordance with accepted professional practices and standards as well as the requirements of federal, state and local laws. It being understood that payment for acceptance of CMSA’s work by SRSD shall not operate as a waiver or release by SRSD of any claims that may have arisen or may arise from the performance of CMSA’s work that has been paid for by SRSD.

CMSA and SRSD agree that the Management and Operations Agreement shall 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. Phase I: Hire of City Employees
 - b. Phase II: **Transition Employee Relocation to CMSA**
 - c. Phase III Staff Assessment for future integration
 - d. Phase IV: Integration Implementation
3. **Work Outside of the Scope of Services:** 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 Board 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, 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:** : CMSA shall respond to all pump

station alarms and/or extra ordinary services or acts of God twenty-four (24) hours a day, seven (7) days week. In the event of a pump station or force main emergency during regular business hours, CMSA shall notify SRSD Board President of the emergency and work cooperatively with the SRSD Board to resolve the situation.

In the event that CMSA staff are unavailable, or if the emergency occurs during non-business hours, CMSA shall take all necessary actions to prevent or minimize adverse effects upon SRSD or others' property or to public health and safety resulting from the emergency, and restore SRSD normal operations as soon as reasonably possible. SRSD authorizes CMSA to retain outside consultants and contractors, as needed, to respond to and address the emergency situation prior to having adequate opportunity to receive authorization from the SRSD.

CMSA will notify SRSD, verbally and in writing, of: 1) the emergency action as soon as practicable thereafter, but in no event later than twenty-four (24) hours after CMSA becomes knowledgeable of the emergency event; and 2) whether additional work will be needed.

SRSD shall compensate CMSA in accordance with Section 5 below for all work necessary to be performed under this section: 1) prior to SRSD receipt of notice of the work to be performed; or 2) pursuant to oral or written authorization given by SRSD Board to CMSA to proceed with the work described by CMSA's notice under this section.

** May combine 3 and 4

5. Compensation and Overhead:

SRSD shall compensate CMSA on a monthly basis for all services provided under this agreement. Compensation shall be expenses for CMSA staff salaries and benefits, materials, supplies, equipment, vehicles, professional service contracts, construction and maintenance contract services, insurance, public education and outreach, payroll services and all other direct expenses to perform this Agreement's scope of services.

a. CMSA will include a x% overhead on each monthly invoice to cover non-direct expenses associated with..... the overhead rate will be applied to CMSA's total labor and benefit monthly fee.

b. CMSA will prepare and send the SRSD Board of Directors a monthly invoice for the services provided the prior month, and SRSD will pay the invoice within 30 days of receipt.

6. Reports and Logs: CMSA shall keep and maintain records of expenditures, records of emergencies, customer complaints and logs of the routine maintenance activities performed at each of 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.

** combine with 17?

7. **Budget Estimates:** CMSA shall develop an annual line-item budget for the routine maintenance work needed to comply with the Exhibit B provisions and a five-year capital improvement budget. The draft budget will include adjustments to CMSA staff hours and weighted rates,. The draft budget will be submitted to the SRSD Board in March and the final draft budget submitted May 31st.

8. **Indemnification:**

- a. CMSA agrees to hold 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 negligent omissions arising from or 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 main, force main, 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 normal 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 responsibilities in this.
- d. In the event CMSA utilizes outside contractors or consultants in connection with the work provided for through this Agreement, CMSA shall require the outside 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, its officers, officials, agents and employees from all claims arising from the acts or omissions of the outside contractor or consultant. In addition, CMSA

shall require the outside contractor or consultant to obtain and maintain general liability insurance in an amount of not less than \$1 million or an amount that is approved by 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 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 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 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 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.

9. **Regulatory 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 to comply with the most current Statewide Waste Discharge Requirements for Sanitary Sewer Systems (WDR). CMSA will report spills, to the Office of Emergency Services, and other required regulatory agencies to meet the two (2) hour notification requirement. CMSA personnel shall follow reporting procedures in the SRSD Spill Emergency Response Plan (SERP).

CMSA shall annually report the status of the NPDES and WDR permit compliance to the SWRCB and the RWQCB and the SRSD Board.

10. **Dispute Resolution:** Should any disagreement or dispute between the Parties arise concerning interpretation, implementation and/ or enforcement of any of the terms or subject

matter of this Agreement, the Parties shall submit such dispute to mandatory mediation before an agreed-upon mediator, each Party to pay an equal share of the mediation fees and each Party to pay its own attorneys' fees and legal costs. Should the Parties be unable to agree upon a mediator, they shall agree upon a mediation service and shall have that service select a mediator for them.

Should mediation be unsuccessful, then the Parties each agree that they shall submit their dispute to binding arbitration before a mutually agreeable arbitrator. If they cannot agree upon an arbitrator, they shall select an arbitration service which shall select an arbitrator for them. Each Party shall pay an equal portion of the arbitration fees and each Party shall pay its own attorneys' fees and legal costs, it hereby being agreed that the arbitrator shall have no authority to award attorneys' fees or costs to any prevailing Party.

The Parties each hereby expressly waives any and all rights to have disputes under this Agreement decided by court action, court trial, jury trial or any other legal action of any kind or type, other than the mandatory mediation and binding arbitration process specified above. However, in emergency or extraordinary circumstances, either or both Parties may seek equitable or injunctive relief to preserve the status quo pending occurrence of the mediation / arbitration process specified above. It is the express intent of both the Parties to have any and all disputes under this Agreement resolved by the above specified mediation/ arbitration process and in as timely and economical manner as possible.

11. **SRSD and CMSA Board Responsibilities:** SRSD's Board will be responsible for approving an annual budget, annual financial audit, and a multi-year capital improvement program; setting sewer service charges to fully fund the annual operating and multi-year capital program; awarding professional service contracts, and constructions and maintenance contracts; procurement of materials, supplies, and equipment; public education and outreach to SRSD customers, provide district manager performance feed back to the CMSA General Manager; establishing Agreement performance metrics; and

CMSA's Board shall be responsible for ensuring that CMSA complies with the terms and provisions of this agreement and provides the services in Exhibit B.

12. **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 or amended by mutual agreement of all parties to the agreement.

13. **Termination:**

- a. **Notice.** The performance of work under this Agreement may be terminated by the Parties in accordance with this Section in whole whenever both Parties determine that such termination is in their best interest by unanimous vote of each Party's respective board. Any such termination shall be effectuated by notice of one (1) calendar year advance written notice of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.
 - i. **Actions Following Termination Notice.** Upon receipt of a written notice of termination, and except as otherwise expressly agreed upon by both the Parties,

the Parties, if applicable, shall: (1) stop work under the Agreement on the date and to the extent specified in the written notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination of this Agreement; (4) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the non-terminating Party; (5) complete any such part of the work as shall not have been terminated by the notice of termination; and (6) take any other such action as may be necessary, which shall be agreed to by both Parties

- ii. Compensation. The terminating Party shall be compensated for the reasonable costs of termination, and any other compensable costs incurred before termination, if any.

b. Responsibility and Management of Workforce Management

- i. In General. If termination of this Agreement occurs, during this one (1) year notice period, SRSD will offer to hire back all former SRSD employees and/or full-time employees equivalents that exclusively work for SRSD before the notice of termination date.
- ii. Workforce Management. During this one (1) year notice period prior the effective termination date, both Parties will manage the overall workforce to avoid or minimize any adverse impact on all employees resulting from fluctuations in volume or level of services resulting from the termination of this Agreement.

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
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If to the SRSD:	Board Chair San Rafael Sanitation District 1400 Fifth Avenue San Rafael, CA 94901
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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. Independent Contractor: The status of CMSA is that of independent contractor having control of its work and the manner in which it is performed. CMSA, its employees and agents are not considered to be officers, employees, or agents of SRSD.

- 17. Reports, Plans and Documents:** All reports, drawings, calculations, plans, specifications, and other documents prepared or obtained pursuant to the terms of this Agreement shall be the property of the SRSD. In addition, data prepared or obtained under this Agreement shall be made available, upon request, to the SRSD.
- a. CMSA will prepare an annual report summarizing all reimbursed expenses in the categories of labor, contracting, procurement, emergencies.
 - b. All reports and plans prepared by CMSA for SRSD shall be owned by SRSD.
 - c. Storage of old City documents and reports
- 18. Prior Agreements:** This Agreement shall neither affect the Joint Powers Agreement (JPA), dated December 2019, nor any of the amendments to that Agreement.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. Employee Hires by CMSA:** CMSA agree to hire the below SRSD employees and place them in the shown CMSA classifications at the appropriate level in the compensation range. CMSA agrees to establish the employee hired date as the date the employee started with either the City of San Rafael or SRSD whichever is earlier.

<u>SRSD Classification Title</u>	<u>FTEs</u>	<u>CMSA/RVSD Comparable Classification</u>	<u>Representation now/future</u>
District Manager/Engineer (SRSD)	1	District Manager	Unrepresented/Unrepresented
Principal Engineer	1	Principal Engineer	Unrepresented/Unrepresented
Associate Civil Engineer	1	Associate Engineer	WCE/Unrepresented
Assistant Engineer	1	Assistant Engineer	WCE/SEIU
Inspector (Construction)	1	Collection System Inspector	SEIU/SEIU
Sewer Operations & Manitenancer Manager	1	Collection System Manager	Unrepresented/Unrepresented
Sewer Maintenance Supervisor	1	Collection System Operations Supervisor	SEIU/Unrepresented
Sewer Lead Maintenance	2	Lead Collection System Worker	SEIU/SEIU
Sewer Maintenance II	6	Collection System Worker I/II	SEIU/SEIU
Sewer Maintenance I		Collection System Worker I/II	SEIU/SEIU
Adminstrative Assistance	1	Adminstrative Assistance	SEIU/Unrepresented
Administrative Analyst	1	Administrative Analyst	SEIU/Unrepresented
	17		

The following **bi-weekly** salary ranges for the classifications of employees hired by CMSA shall be established on the effective date of the agreement.

Classification	Step A	Step B	Step C	Step D	Step E
District Manager					
Principal Engineer					
Associate Engineer					
Assistant Engineer					
Collection System Inspector					
Collection System Manager					
Collection System Supervisor					
Lead Collection System Worker					
Collection System Worker II					
Collection System Worker I					
Administrative Assistance					
Administrative Analyst					

24: Transfer of Employee City Leave Balances: TBD

25. **SRSD Pensions**: SRSD will consider and direct the payment and resolution of any unfunded pension liabilities prior to the effective date of this Agreement and before the employees transfer to CMSA. The UAL payment will be based on each employee's compensation level after the transfer to CMSA.

23. Exhibits:

- A. CMSA Initial and 5-year Organization Charts
- B. SRSD Asset Descriptions
- C. Scope of Services Routine District Operations

Exhibit B-1 – SRSD Sewer System Assets

1. Gravity Pipelines – 132 miles gravity sewer mains ranging in size from ___ to ___ and with multiple material types standard to sanitary sewer program operations.
2. Pressure Pipelines – 13 miles ranging in size from 4 inches to 45 inches and with multiple material types.
3. Manholes, Rod Holes and Access Points - ???
4. Sewerage Pump stations – 32 each as stated in Exhibit B-2 below including all pumps, motors, mechanical and electrical equipment, flow measurement equipment, valves, appurtenances, station alarms and all pump station site facilities including buildings, landscaping, fencing and gates.
5. 45” San Rafael Interceptor (FM 1A-1 and 2) – SRSD owns the interceptor and all its fittings, valves, and other pipeline appurtenances for the entire length of the interceptor to the CMSA treatment plant including the fitting that accepts the chemical dosing station pipeline.
6. 10” South San Francisco Force Main (FM IG) – SRSD owns the owns the interceptor and all its fittings, valves, and other pipeline appurtenances for the entire length from the connection to the 45” San Rafael Interceptor to the South San Francisco pump station.
7. Owner Owned/Operated Laterals – *will there be any of these or do they all revert to the City of San Rafael?*
8. Minor Collection System Appurtenances such as air values, inline pipe valving, pipeline flow monitoring equipment, siphons and District maintained lateral clean-outs and
9. Equipment and Facilities – Pipeline cleaning vehicles, trucks, district vehicles, CCTV van, computer equipment, field monitoring equipment, miscellaneous pipe and manhole materials, sewer plugs, emergency response equipment, tools, radios, etc.

Exhibit B-2 – Pump Stations

PS #	PUMP STATION	Address
1	ANDERSEN A	1001 Andersen
2	ANDERSEN B	1271 Andersen
3	KERNER A	3098 Kerner Blvd
4	KERNER B	2599 Kerner Blvd
5	MOORING RD.	2 Pt San Pedro Road
6	WEST FRANCISCO	699 Andersen Drive
7	THIRD ST.	119 Third Street
8	NORTH FRANCISCO	201 Francisco Blvd
9	MC PHAILS	460 DuBois Street
10	BRET HARTE	86 Woodland Avenue
11	SIMMS ST.	40 Simmas Street
12	SOUTH FRANCISCO	1601 Francisco Blvd East
13	WEST RAILROAD	47 Castro Avenue
14	CAYES MAIN (CATALINA)	19 Gloucester Cove
15	NEWPORT WAY	11 New Port Way
16	SAN PEDRO	48 Marina @ Pt San Pedro
17	LOCH LOMOND	575 Pt San Pedro Road
18	GLENWOOD	905 Pt San Pedro Road
19	SEAWAY	50 Sea Way
20	BEACH DR FIBERGLASS	11 Beach Drive
21	BEACH DR BY BAY	35 Brach Drive
22	PEACOCK#1 (RIVIERA)	301 Rivera Drive
23	PEACOCK#2	140 Peacock Drive
24	PEACOCK #3 (LAGOON)	44 Lagoon Road
25	MAIN DR	850 Pt San Pedro Road
26	MCNEARS	201 Canterra Way
27	MARIN BAY PARK	1 Canterra Way
28	BAYPOINT	30 Baypoint Drive
29	BEDFORD	47 Bedford Cove
30	BAYPOINT LAGOON	147 Baypoint Drive
31	KERNER C	2450 Kerner Blvd
32	BISCAYNE	403 Biscayne drive

Exhibit C – Scope of Services Routine District Operations

The San Rafael Sanitation District (SRSD) owns and operates the assets stated in Exhibit B above and hereby request that as of the effective date of this Management and Operations Agreement, that CMSA provide all staffing, regulatory compliance, Board support coordination and services necessary for the proper management, administration and operation of SRSD including all owned and operated SRSD assets. Those activities to be provided through this Service Agreement are generally outlined and described below or as directed by the SRSD Board following adoption of this Agreement.

1. SRSD Board Administration and Management
2. Financial Management and Administration
 - a. Payroll Administration –
 - i. Phase I: all payroll administration for the SRSD employees hired by CMSA from the date of employment. This effort also includes the coordination of necessary financial information for the SRSD financial management consultant to properly manage the SRSD financial management system during.
 - ii. Phase III: Provide transition of all SRSD financial reporting to CMSA from the SRSD financial management consultant and thereafter full SRSD financial recordkeeping pursuant to a separate CMSA fund developed for only SRSD management and operations to comply with federal and state financial requirements.
 - b. Annual Operating Budget (Phase I) – prepare and submit annual fiscal draft and final SRSD budgets as coordinated and directed by the SRSD Board of Directors.
 - c. Annual Capital Budget (Phase I) – annually prepare five- and ten-year capital planning budgets resulting from regular asset evaluations and condition assessments, asset master planning, staff input and regulatory requirements.
 - d. Annual Service Charge Billing and Administration (Phase III)
3. Operation and Maintenance of District Assets
 - a. Gravity pipelines and owned/operated laterals

b. ROUTINE PUMP STATION MAINTENANCE

Routine weekly pump station inspections, excludes Agency observed holidays. Pump and lift station specific equipment maintenance is detailed in station-specific maintenance (PM) procedures. General details are described in Attachment 1.

Monday	Tuesday	Wednesday	Thursday	Friday
Andersen A		Andersen A		Andersen A

Routine services completed on each day inspected, including timely reporting of any deficiencies. During routine servicing, if any deficiencies that cannot be immediately corrected will affect the station's operation, CMSA will report immediately to SD2.

3. District pump station monitoring and response, 24-hour/7 day-a-week availability of CMSA personnel.
4. Assist DISTRICT with special projects, collection system and force main isolation/shutdown work, and with identifying gravity sewer leaks in/at/near the Boardwalk A and B pump station(s).
5. For projects not covered in the scope of services, CMSA will assist the District in providing a quotation from a suitable contractor and supervising the contractor if directed by the District
6. Hydrogen Sulfide (H2S) monitoring as requested by the District.
7. Complete mechanical and electrical systems maintenance, including communications and alarm systems. See detailed task work in Attachment 1.
8. Station maintenance includes but is not limited to minor interior/exterior painting, wet well cleaning and deodorizing, maintaining interior and exterior lighting, facility security (motion detection lighting, locks, and keys), odor control and management at stations with odor control systems, tree and brush trimming, and debris removal inside station fenced areas.

Regular maintenance does not include major landscaping projects, major painting or coatings projects, or fencing replacements.

9. Maintain Air Release Valve's (ARV) at pump stations and those connected to the 22-inch Forcemain and 14-inch parallel Forcemain.

District is responsible for the maintenance of the piping below the isolation valve separating the ARV from the Forcemains.

10. Investigate Underground Service Alert (USA). Mark force main locations as accurately as possible utilizing District provided maps and drawings.

ATTACHMENT 1 - PUMP STATION MAINTENANCE TASKS

Mechanical Maintenance Tasks

Daily

1. Pump stations rounds and inspections.
2. Fill out daily activity rounds and/or logbooks.
3. Review and respond as necessary to USA notifications in vicinity of forcemains.
Use of specialty contractor for USA work is authorized in circumstances beyond the level of CMSA's locating and marking expertise.
4. General housekeeping such as trash removal, weed abatement, restroom maintenance shall be completed on an as needed basis.

Weekly

1. Assist as needed with setting-up and collecting District wastewater samples at the SD2 Meter Vault.
2. Hydrogen sulfide (H₂S) sampling On Tuesdays and Thursdays at the SD@ meter vault when the forcemain temperature is at or above 22°C.
3. Odor control prevention devices utilized at the individual station's shall be maintained at all times by the Agency.
4. Prepare a Collection System Activity Report, which is, available upon request.

Monthly

1. Exercise stand-by emergency generators and power transfer equipment, check generator fluid levels, and ensure diesel fuel storage tanks are adequately filled.
Record all runtimes in generator specific logbooks and denote operating hours as maintenance, utility power disruption, or public safety power shutoff.
2. Degrease wet wells utilizing an odor reducing degreaser.
3. As detailed in station-specific maintenance procedure, exercise isolation and check valves.
4. Inspect and verify wet well level control floats and/or transducers are working correctly and displaying accurate well levels.
5. Inspect station pumps and verify pump output (Flow/Pressure).
6. Ensure that HVAC system motors, belts, ducting, and thermostats are always in working order.
7. Inspect fire extinguishers, eye wash stations, first aid kits, and station specific safety equipment.
8. Provide a monthly Service Report to the District.

Quarterly

1. Remove pumps for cleaning, inspection of volutes and impellers, and to perform clearance and wear inspections. Additionally, for submersible pumps, inspect electrical connections and cables, and check for water contamination in pump motor cavity and oil.
2. Inspect forcemain ARVs, and perform preventive maintenance on a semi-annual basis.
3. Complete cycle count of District warehoused parts and equipment inventory.
4. Calibrate H2S monitoring equipment.

Annually

1. Perform maintenance on all stand-by emergency generators. Filter and dewater and add a fuel stabilizer to stand-by generator diesel fuel storage tanks. Annual standby generator preventative maintenance at Paradise pump station is performed by a District approved industrial generator repair and maintenance contractor.

2. Hire a contractor to perform routine wet well cleaning to remove settled debris.

Electrical, Communication, and Alarm System Maintenance Tasks

Continuous 24-hour 365 Day Response

1. Maintain Supervisory Control and Data Acquisition (SCADA) system link to pump station network.
2. Maintain and repair all pump station radio's, repeaters, modems, and signal antennas).
3. Address and perform station specific electrical or instrumentation repairs.

Monthly

1. Test and verify pump station alarm set points.
2. Verify wet well floats, bubblers, ultrasonic, and pressure transducers) aligns with control panel measurements/readings.

Quarterly

1. Test and Calibrate both air monitoring systems at Paradise pump station.

Annually

1. Inspect and clean motor controls (MCC) cabinets.
2. Inspect and clean Instrumentation control panels.
3. Check and verify equipment operating amperes, megger motors, and tighten electrical connections.
4. Inspect non-sealed motor contactors and clean as needed.
5. Calibrate and/or zero District flow meters. Includes backing-up sections of the collection system to verify accurate instrument readings.
6. Test and calibrate pressure transducers.

- c. Force Mains – CMSA shall develop and implement a force main operations, maintenance and condition assessment program including O&M recordkeeping and condition rating system for these mains.
 - d. 45” San Rafael Interceptor (FM 1A-1 and 2) – CMSA shall be responsible to maintain the SRSD interceptor pipeline and its appurtenances upstream of SFJB (FM IA-2).
 - e. 10” South San Francisco Force Main (FM IG) - CMSA shall be responsible to maintain the SRSD interceptor pipeline and its appurtenances outside the of SFJB
 - f. Minor Collection System Appurtenances
 - g. Equipment and Facilities
4. Human Resources and Staffing (Phase I) – CMSA shall provide all necessary hiring and human resources support services for employees designated with the management and operations of the SRSD collection system.
 5. Emergency Response Services (Phase I) – CMSA shall be responsible for emergency response to all SRSD assets failures and shall provide necessary spill event responsibilities for compliance with the State of California Waste Discharge Requirements for Sanitary Sewer Systems. In addition, CMSA shall respond to and track all SRSD customer complaints from initial calls to final completion including reports to the SRSD Board of all emergency response services.
 6. Staff Training and Development (Phase I) – CMSA shall be responsible to assure that all employees providing sewer system services to SRDD are properly training to provide all services to SRSD. Including proper training for designated officials and all CMSA staff required for complete compliance with all spill event reporting and documentation.
 7. Customer Relations and Outreach (Phase I) – CMSA shall be responsible for all customer relations required for SRSD customers and public outreach authorized by the SRSD Board related to SRSD activities and programs.
 8. Routine Billing and Reporting for SRSD Services
 - a. Phase I – CMSA shall establish a separate SRSD fund in the CMSA financial management system for the proper tracking of all SRSD expenses associated with this agreement. CMSA shall be responsible for all billing and reporting for services to SRSD pursuant to Section __ of this agreement. In addition, CMSA shall work closely with the SRSD financial manager contractor to provide the necessary payroll and financial information for SRSD financial management.
 - b. Phase III – CMSA shall initiate and coordinate the transfer of full financial management of SRSD finances and thereafter shall maintain in the separate SRSD financial management fund all related finances. In addition, CMSA shall be

responsibilities for coordinating with the County of Marin all SRSD investments, finances and sewer service charge billing requirements.

DRAFT

Potential Overhead Expenses

- Safety training
- GM oversight
- Main building utilities
- Human resources support
- MOU support services - IEDA
- Bargaining unit expenses
- Cost of radio and CMMS support services
- Document management and storage
- SRSD Office Utilities
- Use of CMSA phone system – general
- Space rentals
- Equipment storage areas rental
- Front office support services
- Delivery management services

Assumed Direct Charges to SRSD

- ~~SRSD Benefit mark-ups~~
- ~~Payroll administration~~
- ~~Budget preparation timing and preparation—allowing time for SRSD Board consideration~~
- ~~Financial Coordination with Maher~~
- ~~Lab services~~
- ~~County sewer service charge management~~
- ~~County financial, management~~
- ~~MSERA coordination~~
- ~~CMSA SRSD fund management support costs—separate financial fund for SRSD~~
- ~~CMSA Board administration expenses~~
- ~~Overhead expenses tracking and support~~
- ~~Financial reporting~~
- ~~Performance reporting to SRSD Board~~
- ~~SRSD Recordkeeping management requirements~~
- ~~SRSD Board recordkeeping and files~~
- ~~SRSD Claims management~~
- ~~Computer support services~~
- ~~Radio system management services~~
- ~~SRSD insurance management SCADA system management needs~~
- with CSRMA