

A G E N D A
SPECIAL MEETING
SAN RAFAEL SANITATION DISTRICT
BOARD OF DIRECTORS
TUESDAY – MARCH 28, 2017 - 8:30 A.M.
SAN RAFAEL CITY HALL
1400 FIFTH AVENUE –CONFERENCE ROOM 201
SAN RAFAEL, CALIFORNIA 94901

Members of the public may speak on Agenda items.

1. OPEN PERIOD

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

2. MINUTES OF THE MEETING

Request approval as submitted – February 24, 2017.

3. PAYMENTS

Request approval as submitted.

4. CLOSED SESSION

a. Conference with Legal Counsel – Existing Litigation

California Government Code Section 54956.9(d)(1)

Name of Case: Lavelle v. Reynolds, SRSD, et al.;

Marin County Superior Court, Case No. CIV 17-00973

b. Conference with Legal Counsel

California Government Code Section 54956.9(d)(2)

Number of Potential Cases: One (1)

5. OLD BUSINESS

None scheduled.

6. NEW BUSINESS

a. Adopt resolution authorizing the District Manager/District Engineer to sign an agreement with Nute Engineering for design and construction related services for the North Francisco Sewer Force Main Relocation Project at Rice Drive.

b. Adopt resolution authorizing the District Manager/District Engineer to sign an agreement with Nute Engineering for design and construction related services for the 2017 Sewer Pipe Repair and Replacement Project.

7. INFORMATIONAL ITEMS

8. DISTRICT MANAGER'S REPORT

a. Update on CMSA JPA update process.

9. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS

10. ADJOURNMENT

The next scheduled meeting is April 28, 2017.

SAN RAFAEL SANITATION DISTRICT
Minutes of the Meeting
February 24, 2017

Regular Meeting

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

The meeting was called to order at 9:07 A.M. by Acting Chairman Rice.

Attendance Board: Katie Rice, Acting Chairman
Maribeth Bushey, Secretary/Director

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

Attendance Others: Jason Dow, General Manager of CMSA

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

2. MINUTES OF DECEMBER 9, 2016

MOTION by Director Bushey, seconded by Acting Chairman Rice, to approve the minutes of the December 9, 2016, meeting as presented.

AYES: Director Bushey, Acting Chairman Rice

NOES: None

ABSENT: Chairman Phillips

Motion Carried

3. PAYMENTS

MOTION by Director Bushey, seconded by Acting Chairman Rice, to approve the payments for December 2016 in the amount of \$201,632.89 and January 2017 in the amount of \$2,823,056.08 for maintenance and operation of the District and for capital improvements.

AYES: Director Bushey, Acting Chairman Rice

NOES: None

ABSENT: Chairman Phillips

Motion Carried

4. OLD BUSINESS

None.

5. NEW BUSINESS

- a. **Accept conditional approval by Marin LAFCO for annexation of 355 Margarita Drive (APN 16-011-19) and 347 Margarita Drive (APN 16-011-18) to the San Rafael Sanitation District.**

District Manager Toy reported that 355 Margarita Drive and 347 Margarita Drive are neighboring properties, and both property owners had applied to LAFCO for annexation to the District. She also reported that on February 9th LAFCO approved their requests for annexation with conditions. Manager Toy reported that both properties would connect to the sewer main located within the easement next to 355 Margarita Drive, which was installed in 2004, and that there is adequate capacity for these two connection. She also reported that 347 Margarita Drive would need to obtain a sewer easement through 355 Margarita Drive in order to connect to the sewer main and that 355 Margarita Drive had already agreed to grant this easement. Manager Toy reported that although connection to the sewer is not mandatory, it would be required by the Marin County Environmental Health Services Department if a property has either a failing septic system or will be undergoing a major remodel and is located within 400 feet of a sewer.

MOTION by Director Bushey, seconded by Acting Chairman Rice, to accept conditional approval by Marin LAFCO for annexation of 355 Margarita Drive (APN 16-011-19) and 347 Margarita Drive (16-011-18) to the San Rafael Sanitation District.

AYES: Director Bushey, Acting Chairman Rice

NOES: None

ABSENT: Chairman Phillips

Motion Carried

Director Rice then reported that the County had recently adopted the Marin County Local Agency Management Plan (LAMP) for septic systems and that she would bring back information on this plan. Director Bushey then suggested that the District provide public outreach to people on septic systems that would help to expedite and facilitate connection to the sewer. Manager Toy then reported that many people do not want to connect to the sewer due to the cost of the sewer connection fee (\$9,290.94 combined SRSD & CMSA fees), and Director Bushey then suggested that the District adopt an incentive program, such as a payment plan. CMSA Manager Dow then suggested that CMSA might also be able to adopt a payment plan for CMSA's share of the connection fee. Director Rice then suggested the District begin by getting a count of the number properties on septic systems, and Director Bushey suggested that this number then be broken down into those that are within 400 feet of the sewer and those that are not.

b. Consider appointment of an Alternate Commissioner to serve on the CMSA Board of Commissioners.

District Manager Toy reported that the second paragraph of her memo contained an error and that each CMSA Commissioner would either need to be an elected official of the San Rafael Sanitation District or a resident of the City of San Rafael, which could also include an elected official of the City of San Rafael. Director Rice then reported that she would be interested in serving on the CMSA Board at some point in the future if the opportunity should arise and that many of her constituents are served by CMSA beyond San Rafael. She then reported that she currently has a conflict that would prevent her from doing so at the present time. Director Bushey then reported that due to the CMSA Board's method of decision making, it is important for SRSD to have a full complement of Commissioners available to represent SRSD at every meeting. She reported that presently, she and former SRSD Chairman Albert Boro represent SRSD by serving as CMSA Commissioners and that Councilmember Kate Colin and current SRSD Chairman Gary Phillips serve as Alternate Commissioners. She also reported that going forward, the thought would be that Kate Colin would serve as the first Alternate Commissioner, and Dean DiGiovanni would become the second Alternate Commissioner, since Commissioner Boro will be unable to attend the CMSA Board meetings for a while longer. CMSA Manager Dow then reported that there is nothing in the JPA that limits the number of Alternates and that Ross Valley Sanitary District has three Alternates. Director Bushey then suggested that the District appoint Director Rice as a third Alternate just in case she should be needed at some point in the future, and Director Rice agreed to serve as a third Alternate. Manager Toy then reported that she had consulted with the District's legal counsel in regard to whether it would be okay for the District to appoint Dean DiGiovanni as an Alternate Commissioner, since the District did not advertise for this position. She reported that she was advised that the District should advertise before appointing a member of the public, but it could make a temporary appointment until the advertisement and selection process are completed. The Board then decided that Manager Toy should use the same advertisement and selection process that is used by the City of San Rafael and should bring it to the next meeting for approval and adoption.

MOTION by Acting Chairman Rice, seconded by Director Bushey, to appoint Dean DiGiovanni as the second Alternate Commissioner to serve on the CMSA Board of Commissioners until the formal advertisement and selection process are completed and to authorize Manager Toy to bring the formal advertisement and selection process to the next meeting for approval and adoption.

AYES: Director Bushey, Acting Chairman Rice

NOES: None

ABSENT: Chairman Phillips

Motion Carried

After additional discussion, the Board decided to appoint Director Rice as the third Alternate Commissioner to serve on the CMSA Board of Commissioners.

MOTION by Director Bushey, seconded by Acting Chairman Rice, to appoint Director Rice to serve as the third Alternate Commissioner to serve on the CMSA Board of Commissioners.

AYES: Director Bushey, Acting Chairman Rice

NOES: None

ABSENT: Chairman Phillips

Motion Carried

c. Discussion on consideration of updating the CMSA Joint Exercise of Powers Agreement.

District Manager Toy reported that the CMSA Joint Exercise of Powers Agreement became effective in October 1979 and addressed the implementation of a new regional wastewater treatment agency, the funding and construction of the facilities, and the operation, management, and governance of the agency. She reported that this Agreement has been amended six times over the past 37 years, and two MOUs have been executed, one in 2013 and one in 2016. She also reported that the JPA Managers felt that this Agreement is outdated and began discussions at their monthly meetings regarding revisions to the Agreement. She then reported that this review was completed in December 2016 and referred the Board to the comments and suggestions that had been made. Next, Manager Toy reported that these comments and suggestions had been reviewed by the CMSA Board at their January meeting, and they also felt that the Agreement is outdated and should be amended. She reported that the CMSA Board had requested the JPA member agency Boards to take the following action over the next couple of months: 1. Confirm that the JPA needs to be revised to reflect current CMSA business and JPA relationships; 2. Discuss the process to review and revise the JPA; 3. Consider assigning a Board representative to a multi-Board working committee; and 4. Have an initial discussion on Powers (Section 5), Dispute Resolution (Section 21), and Withdrawal/Dissolution (Section 22). CMSA Manager Dow then suggested that the revisions to the JPA be made in a piecemeal manner by starting with the simplest parts first, such as removing outdated information and inserting current information. Director Bushey reported that in regard Item 4 under Action Required on Page 3 of the staff report, she would prioritize the JPA sections to be discussed in reverse order. She also reported that she agrees with the piecemeal approach and with the issues and volunteered to serve as the SRSD representative on the proposed multi-Board working committee.

MOTION by Director Bushey, seconded by Acting Chairman Rice, to take the actions required as stated in Items 1-4 on Page 3 of the staff report, to make revisions to the CMSA JPA in a piecemeal fashion by beginning with the removal of outdated information and inserting current information, and to appoint Director Bushey to serve as the SRSD representative on the proposed multi-Board working committee.

AYES: Director Bushey, Acting Chairman Rice

NOES: None

ABSENT: Chairman Phillips

Motion Carried

CMSA Manager Dow reported that Ross Valley Sanitary District (RVSD) also agrees that the JPA Agreement is outdated and needs to be revised. He then reported that he would talk to RVSD, Sanitary District No. 2 (Corte Madera), and the City of Larkspur in regard to the appointment of a representative to the proposed multi-Board working committee. Director Rice then reported that she would like have a more detailed report on this matter at the next meeting. She also reported that she would like to have on-going updates on this subject and for the Board to have the ability to formalize any actions recommended in these reports. The Board then recommended adding an item to the agenda that would be titled "District Manager's Report" with a subcategory titled "Update on CMSA JPA update process" for this purpose.

d. Consider changing current Board meeting schedule.

After a brief discussion, the Board agreed to set the new meeting schedule for the fourth Friday of the month at 9:00 A.M. Manager Toy then pointed out that because the fourth Friday in November 2017 is a holiday, that date will need to be changed prior to the November meeting.

6. INFORMATIONAL ITEMS.

a. Report on Category 1 SSO during storms at 22 Beach Drive.

District Manager Toy reported that during the recent storms, there had been a sewer overflow at 22 Beach Drive, which is located off of Point San Pedro Road between the Bay and the estuary. She reported that because of the high tides and the storms, the road and the estuary became flooded. She also reported that the District has a sewer main and a sewer pump station at this location. Manager Toy then reported that because the storm water had entered the sewer manhole through the holes in the manhole lid, the sewer became flooded and overloaded the pump station, which caused the overflow. Next, she reported that she would like to have a future project for the replacement of the existing pump station and for the new station to be raised above the flood elevation. She also reported that she would like to talk to the County about the possibility of structuring a tidal wall or levee at this location or raising the roadway, since this section of roadway is within the County's jurisdiction. Manager Toy then reported that she also wants to talk to the County's Maintenance Department about a drain pipe at this location that has a flapper that remains open and runs from the Bay into the estuary and across the roadway. Director Rice then advised Manager Toy that she should speak to the appropriate Flood Control District regarding the flapper. Director Rice also requested that Manager Toy bring back a report to a future meeting regarding any SRSD infrastructure that may be at risk of flooding, due to either maintenance issues or rising sea levels, in order to determine whether any adjustments to the District's Capital Improvement Program may be needed. Manager Toy then reported that most of the larger pump stations had already been rehabilitated and that the District will be working on the smaller ones next year.

b. Mudslide in Sewer Easement at 92 Bret Harte Road.

District Manager Toy reported that there had been a mudslide at Bret Harte Road. She reported that the District has a 20-foot wide sewer easement downhill from Bret Harte Road that is approximately 1,500 feet long. She reported that this easement includes a 5-to-15-foot wide cut into the hillside that is supported by a wooden retaining wall that was installed in the 1960's. She also reported that some of this wall is not in the best shape and that during the storms the soil became saturated and a portion of the wall failed at 92 Bret Harte Road. Manager Toy reported that the mudslide also pushed a manhole frame and grate down the hillside, but all of the wastewater was contained inside the pipe. She then reported that the District will need to have a future project for the installation of a new retaining wall or some other method of addressing this issue. She also reported that she is currently working with the City on the preparation of a Local Hazard Mitigation Plan to remedy this problem, which would make the District eligible for FEMA funding.

7. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS.

None.

8. ADJOURNMENT

There being no further business to come before the Board, the meeting of February 24, 2016, was adjourned at 9:59 A.M. The next meeting of the San Rafael Sanitation District scheduled for Friday, March 24, 2017, at 9:00 A.M. at San Rafael City Hall was later rescheduled for Tuesday, March 28, 2017, at 8:30 A.M. at San Rafael City Hall.

Respectfully submitted,

Maribeth Bushey, Recording Secretary

ATTEST THIS 28th DAY OF MARCH 2017

Katie Rice, Acting Chairman

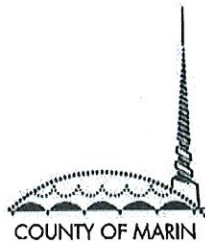
SAN RAFAEL SANITATION DISTRICT
PAYMENT SUMMARY
February 1, 2017 - February 28, 2017

Vendor/Payee	Memo	Class	Acct #	Account Name	Amount
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 1/11/17	200	2021	Uniforms	\$ 135.30
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 1/18/17	200	2021	Uniforms	\$ 135.30
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 1/25/17	200	2021	Uniforms	\$ 135.30
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 2/01/17	200	2021	Uniforms	\$ 149.46
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 2/08/17	200	2021	Uniforms	\$ 149.33
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 2/15/17	200	2021	Uniforms	\$ 150.33
AT&T 4667	Telephone Service - pump station dialers to CMSA from 12/20/16-1/19/17	100	2534	Telephone service	\$ 239.54
AT&T MOBILE	Telephone Service - cell phones service from 12/04/16-1/03/17	100	2534	Telephone service	\$ 614.79
AT&T MOBILE	Telephone Service - cell phones service from 1/04/16-2/03/17	100	2534	Telephone service	\$ 614.79
BRELJE AND RACE LABORATORIES, INC	Lincoln Ave - water samples tested 1/30/17	300	4319	Lincoln, Prospect/Paloma (80)	\$ 117.60
BRELJE AND RACE LABORATORIES, INC	Lincoln Ave - water samples tested 1/30/17	300	4319	Lincoln, Prospect/Paloma (80)	\$ 120.00
BRELJE AND RACE LABORATORIES, INC	Lincoln Ave - water samples tested 2/01/17	300	4319	Lincoln, Prospect/Paloma (80)	\$ 117.60
BRELJE AND RACE LABORATORIES, INC	Lincoln Ave - water samples tested 2/01/17	300	4319	Lincoln, Prospect/Paloma (80)	\$ 120.00
BWS DISTRIBUTORS	Safety Equipment - repair on gas detector	200	2365	Safety equipment and supplies	\$ 256.32
CAL-STEAM CO INC	Pump Stations - ARV parts	200	2359	Maint- pump sta's & force mains	\$ 160.20
CENTRAL MARIN SANITATION AGENCY	Connection Fees - 90 Fair Dr.	200	2210	Connection fees payable cmisa	\$ 5,863.20
CENTRAL MARIN SANITATION AGENCY	Connection Fees - 2000 Pt. San Pedro Rd.	200	2210	Connection fees payable cmisa	\$ 5,863.20
CENTRAL MARIN SANITATION AGENCY	FOG Program - personnel services from October-December 2016	100	4300	FOG Program	\$ 4,561.36
CITY OF SAN RAFAEL	Contract with San Rafael - 3rd quarter FY 16-17 reimbursement	100	2361	Contract with San Rafael	\$ 725,006.93
CITY OF SAN RAFAEL	Manhole Raising - adjustment of manhole covers to new roadway grades	100	4045	Manhole raising	\$ 28,000.00
CITY OF SAN RAFAEL	Vehicles - Fuel 10/07/16 to 1/07/17	200	2083	Parts and repairs vehicles	\$ 5,168.92
CRATUS INC.	Lincoln Ave. - sewer improvement project Prospect Ave to Paloma Ave, progress payment #5	300	4319	Lincoln, Prospect/Paloma (80)	\$ 480,723.33
CWEEA-TCF	Memberships and Dues - CWEEA membership renewal, Hector Rodriguez	100	2368	Training and education	\$ 172.00
EVOQUA WATER TECHNOLOGIES, LLC	Odor Control - chemicals for pump stations 1/11/17	200	2106	Odor control chemicals	\$ 3,733.25
FASTENAL	Collection System - power rodder tools	200	2360	O&M - collection systems	\$ 276.34
FASTENAL	Pump Stations - pressure gauges	200	2359	Maint- pump sta's & force mains	\$ 51.63
FLYERS ENERGY, LLC	Pump Stations - red dye diesel for North Francisco	200	2359	Maint- pump sta's & force mains	\$ 526.84
FLYERS ENERGY, LLC	Pump Stations - red dyed diesel for West Railroad	200	2359	Maint- pump sta's & force mains	\$ 1,509.38
FRANK OLSEN CO	Pump Stations - air release valve	200	2359	Maint- pump sta's & force mains	\$ 3,041.92
GRAF VAN & STORAGE, INC	Glenwood - unpack service at 8 Surfwood Circle	300	4146	Glenwood Pump Station (10Yr)	\$ 525.00
JACKSON'S HARDWARE	Pump Stations - tarp for Cayes Main Pump Station	200	2359	Maint- pump sta's & force mains	\$ 161.60
MAHER ACCOUNTANCY	Accounting Services - January	100	2717	Accounting services	\$ 3,600.00
MICHAEL PAUL COMPANY INC.	Collection System - clearing mud off a manhole on Bret Harte Road	200	2360	O&M - collection systems	\$ 1,461.06
MILLER PACIFIC ENGINEERING GROUP	Sun Valley - geotechnical services from 11/21/16-1/08/17	300	4324	Sun Valley-Cal. Solano, Alpine,	\$ 1,962.70
NUTE ENGINEERING	Glenwood - improvement Services from 7/1/16-12/31/16	300	4146	Glenwood Pump Station (10Yr)	\$ 31,490.25
NUTE ENGINEERING	Lincoln - improvement services from 12/1/16-12/31/16	300	4319	Lincoln, Prospect/Paloma (80)	\$ 1,879.50
NUTE ENGINEERING	Pipe Bursting - damage repair services from 12/1/16-12/31/16	300	4328	Pipe Bursting Sewer Rehab 2016	\$ 477.00
NUTE ENGINEERING	Pipe Bursting - services from 12/1/16-12/31/16	300	4328	Pipe Bursting Sewer Rehab 2016	\$ 1,128.00
NUTE ENGINEERING	San Pedro - services from 12/1/16-12/31/16	300	4130	Pt. San Pedro Road bwn EmsSea	\$ 16,143.83
NUTE ENGINEERING	Sun Valley - Rehabilitation services from 12/1/16-12/31/16	300	4324	Sun Valley-Cal. Solano, Alpine,	\$ 12,914.50
PARK ENGINEERING, INC	Sun Valley - inspection services for January 2017	200	2359	Maint- pump sta's & force mains	\$ 11,154.24
PERIN - BATTERIES PLUS	Pump Stations - battery for dialer at McNear's Beach Pump Station	200	2535	Electric utility costs	\$ 14.12
PG&E a/c 2480926202-5	Power - service for pump stations 12/08/16-1/08/16	200	2359	Maint- pump sta's & force mains	\$ 23,186.44
RACO	Pump Stations - repair on dialer	200	2359	Maint- pump sta's & force mains	\$ 190.75
RANGER PIPELINES, INC	Sun Valley Sewer Replacement Project - Phase 2 Progress Payment No.5	300	4324	Sun Valley-Cal. Solano, Alpine,	\$ 262,889.94
ROTO-ROOTER SEWER SERVICE INC	Lincoln - standby at 1600 Lincoln Ave.	300	4319	Lincoln, Prospect/Paloma (80)	\$ 810.00
ROTO-ROOTER SEWER SERVICE INC	San Pedro - televise sewer main on Loma Linda Rd.	300	4130	Pt. San Pedro Road bwn EmsSea	\$ 1,260.00
ROTO-ROOTER SEWER SERVICE INC	Standby - 4 Main Dr.	200	2363	Standby services	\$ 460.00
ROTO-ROOTER SEWER SERVICE INC	Standby - 11 Mill St.	200	2363	Standby services	\$ 460.00

SAN RAFAEL SANITATION DISTRICT
PAYMENT SUMMARY
February 1, 2017 - February 28, 2017

Vendor/Payee

Vendor/Payee	Class	Account Name	Amount
ROTO-ROOTER SEWER SERVICE INC	200	Standby - 12 Madrona St.	\$ 460.00
ROTO-ROOTER SEWER SERVICE INC	200	Standby - 15 Bayo Vista Way	\$ 460.00
ROTO-ROOTER SEWER SERVICE INC	200	Standby - 17 Redwood Dr.	\$ 327.00
ROTO-ROOTER SEWER SERVICE INC	200	Standby - 54 W. Crescent Dr.	\$ 460.00
ROTO-ROOTER SEWER SERVICE INC	200	Standby - 71 Twin Oaks Ave.	\$ 460.00
ROTO-ROOTER SEWER SERVICE INC	200	Standby - 113 Oakmont Ave.	\$ 460.00
ROTO-ROOTER SEWER SERVICE INC	200	Standby - 2100 4th St.	\$ 460.00
ROTO-ROOTER SEWER SERVICE INC	200	Standby - 3525 Kerner Blvd.	\$ 460.00
SEQUOIA SAFETY SUPPLY COM	200	Safety - safety jackets	\$ 217.78
SEQUOIA SAFETY SUPPLY COM	200	Safety - safety vests	\$ 117.67
TELSTAR INSTRUMENTS INC.	200	Pump Stations - fans for West Railroad Pump Station	\$ 779.42
TELSTAR INSTRUMENTS INC	200	Pump Stations - service call for West Railroad Pump Station	\$ 695.00
TRANSBAY SECURITY SERVICE	200	Pump Stations - keys	\$ 19.62
US BANK CORPORATE PAYMENT	200	Safety - safety vests	\$ 48.31
US BANK CORPORATE PAYMENT	200	Safety - shipping fee to return safety video to CSRMA	\$ 9.08
VERIZON WIRELESS	100	Telephone Service - wireless service for laptops 12/21/16-1/20/18	\$ 266.29
WATER COMPONENTS & BLDG SUPPLY	200	Collection System - parts for sewer repair at 92 Bret Harle Rd.	\$ 37.54
WATER COMPONENTS & BLDG SUPPLY	200	Collection System - parts for sewer repair at 92 Bret Harle Rd.	\$ 9.03
WATER COMPONENTS & BLDG SUPPLY	200	Collection System - parts for sewer repair at 92 Bret Harle Rd.	\$ 275.25
WATER COMPONENTS & BLDG SUPPLY	200	Collection System - test plug	\$ 22.89
WATER COMPONENTS & BLDG SUPPLY	200	Collection System - vector truck tank plugs	\$ 4.00
WORKSMART AUTOMATION, INC	300	Glenwood Pump Station - programming services for January 2017	\$ 1,272.50
Total			\$ 1,647,704.43



OFFICE OF THE
COUNTY COUNSEL

March 20, 2017

Brian E. Washington
COUNTY COUNSEL

Jack F. Govi
ASSISTANT COUNTY COUNSEL

Renee Giacomini Brewer
SUPERVISING DEPUTY

Mari-Ann G. Rivers
David L. Zaltsman
Michele Keno
Patrick M. K. Richardson
Stephen R. Raab
Steven M. Perl
Edward J. Kiernan
Brian C. Case
Jenna J. Brady
Valorie R. Boughey
Kerry L. Gerchow

DEPUTIES

Jeanine Michaels
ADMINISTRATIVE ASSISTANT

Marin County Civic Center
3501 Civic Center Drive
Suite 275
San Rafael, CA 94903
415 473 6117 T
415 473 3796 F
415 473 2226 TTY
www.marincounty.org/cl

Board of Directors
San Rafael Sanitation District
P.O. Box 151560
San Rafael, CA 94915-1560

Re: Closed Session – Existing Litigation

Dear Directors,

I request that you conduct a closed session, during your special meeting on March 28, 2017, to discuss pending litigation involving the San Rafael Sanitation District. In my opinion, public discussion of this matter would prejudice your position.

The specific reason and the legal authority for the closed session is Government Code Section 54956.9(d)(1). The title of the case or adjudicatory proceeding is *Lavelle v. Reynolds, San Rafael Sanitation District (SRSD), et al.* and the tribunal before which it is pending is the Marin County Superior Court – (Case No. CIV – 17 - 00973).

The agenda description should read as follows:

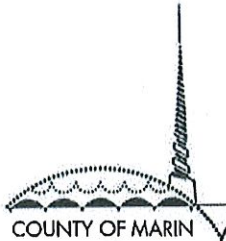
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

California Government Code Section 54956.9(d)(1).

**Name of Case: *Lavelle v. Reynolds, SRSD, et al.*;
Marin County Superior Court, Case No. CIV 17-00973**

Respectfully submitted,

Jack F. Govi
Assistant County Counsel



OFFICE OF THE
COUNTY COUNSEL

4, b.

Brian E. Washington
COUNTY COUNSEL

March 20, 2017

Jack F. Govi
ASSISTANT COUNTY COUNSEL

Renee Giacomini Brewer
SUPERVISING DEPUTY

Mari-Ann G. Rivers
David L. Zaltsman
Michele Keno
Patrick M. K. Richardson
Stephen R. Raab
Steven M. Perl
Edward J. Kiernan
Brian C. Case
Jenna J. Brady
Valorie R. Boughney
Kerry L. Gerchow

DEPUTIES

Jeanine Michaels
ADMINISTRATIVE ASSISTANT

Marin County Civic Center
3501 Civic Center Drive
Suite 275
San Rafael, CA 94903
415 473 6117 T
415 473 3796 F
415 473 2226 TTY
www.marincounty.org/cl

Board of Directors
San Rafael Sanitation District
P.O. Box 151560
San Rafael, CA 94915-1560

Re: Closed Session – Anticipated Litigation

Dear Directors,

I request that you conduct a closed session during your special meeting on **March 28, 2017**, to discuss the following matters: (1) significant exposure to litigation pursuant to California Government Code §54956.9(d)(2). In my opinion, public discussion of this matter would prejudice your position.

The specific reasons and the legal authority for the closed session are:

Government Code Section 54956.9(d)(2). A legislative body of a local agency may hold closed sessions with the local agency's designated representatives when a point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.

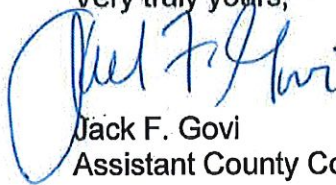
It should be noted that Government Code Section 54954.5 requires the Board to post a Closed Session item on the Board Agenda. With respect to the above referenced matters, you should include the number of potential cases (estimated at one at this juncture) and the fact that the Board will be meeting with counsel regarding the anticipated litigation.

I suggest that the Agenda read:

CONFERENCE WITH LEGAL COUNSEL
California Government Code
Section 54956.9(d)(2)
Number of Potential Cases: One (1)

Should you have any further questions, please do not
hesitate to contact me.

Very truly yours,



Jack F. Govi
Assistant County Counsel

SAN RAFAEL SANITATION DISTRICT
Agenda Item No. 6.a.

DATE: March 28, 2017

TO: Board of Directors, San Rafael Sanitation District

FROM: Doris Toy, District Manager/District Engineer

SUBJECT: Adopt Resolution Authorizing the District Manager/District Engineer to Execute a Professional Services Agreement with Nute Engineering for Design and Construction Related Services for the North Francisco Sewer Force Main Relocation Project at Rice Drive

RECOMMENDATION:

Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Nute Engineering for design and construction related services for the North Francisco Sewer Force Main Relocation Project at Rice Drive.

BACKGROUND:

The Sonoma Marin Area Rail Transit (SMART) is currently developing its rail facility from downtown San Rafael to Larkspur Landing. SMART is now in the process of selecting its design/build firm to construct the improvements, which will begin in August 2017 in the San Rafael area. As part of the SMART project, Francisco Boulevard West will be realigned south of Irwin Street, and a portion of Rice Drive will also be realigned. SMART has requested that all the utilities in this portion of Rice Drive be relocated. Unfortunately, the District will need to relocate approximately 500 feet of a 36-inch force main in this area.

ANALYSIS:

The District's 36-inch force main comes from the North Francisco Pump Station on the north side of Highway 101, near Grand Avenue and East Francisco Boulevard, which carries the flow from Central San Rafael to the treatment plant. Since this is a pressurized pipe, the wastewater must continue to flow through bypass piping around the construction area. District staff is currently looking to see whether a former force main from the North Francisco Pump Station could still be used during construction. If this is a viable option, it will provide some cost savings.

Since Nute Engineering is familiar with the District's pump stations and force mains, staff has asked Nute to assist the maintenance crew with the temporary use of the former force main and a proposal to relocate the force main at Rice Drive. The scope of this work is described in detail in Nute's proposal, which is attached as Exhibit "A".

In addition, SMART will be adding a second track at Second Street, where the District has a 30-inch sewer main. Therefore, staff has also requested Nute to investigate this 30-inch sewer main in order to verify whether the existing casing extends under the proposed second track. If there is additional work to be done, staff may need to request the Board to authorize an addendum to the proposed Agreement.

Nute Engineering proposes to perform the design and construction related services on a time-and-materials basis, not to exceed \$93,350.

FISCAL IMPACT:

The North Francisco Sewer Force Main Relocation Project will be funded from the Pump Station and Force Main Capital Improvements Program for Fiscal Year 2016-17.

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Nute Engineering for design and construction related services for the North Francisco Sewer Force Main Relocation Project at Rice Drive.

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

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 17-1148

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN RAFAEL SANITATION DISTRICT
AUTHORIZING THE DISTRICT MANAGER/DISTRICT ENGINEER
TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH
NUTE ENGINEERING FOR DESIGN AND CONSTRUCTION RELATED SERVICES
FOR THE NORTH FRANCISCO SEWER FORCE MAIN RELOCATION PROJECT
AT RICE DRIVE
FOR AN AMOUNT NOT TO EXCEED \$93,350**

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

The District Manager/District Engineer is hereby authorized to execute, on behalf of the San Rafael Sanitation District, a Professional Services Agreement with Nute Engineering for design and construction related services for the North Francisco Sewer Force Main Relocation Project at Rice Drive, a copy of which is hereby attached and by this reference made a part hereof.

PASSED AND ADOPTED at a special meeting of the San Rafael Sanitation District Board of Directors held on the 28th day of March, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT/ABSTAIN:

SAN RAFAEL SANITATION DISTRICT

Gary O. Phillips, Chairman

ATTEST:

Maribeth Bushey, Secretary

**PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN AND CONSTRUCTION RELATED SERVICES FOR THE
NORTH FRANCISCO SEWER FORCE MAIN RELOCATION PROJECT AT RICE DRIVE**

This Agreement is made and entered into this 28th day of March, 2017, by and between the SAN RAFAEL SANITATION DISTRICT (hereinafter "DISTRICT"), and *NUTE ENGINEERING* (hereinafter "CONSULTANT").

RECITALS

WHEREAS, the DISTRICT has selected *NUTE ENGINEERING* to perform the required design and construction related services for the **"North Francisco Sewer Force Main Relocation Project at Rice Drive"** (hereinafter "PROJECT"); and

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

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS.

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

2. PROJECT COORDINATION

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

B. CONSULTANT. CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. *MARK WILSON* is hereby designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason, the CONSULTANT shall notify the DISTRICT within ten (10) business days of the substitution.

3. DUTIES OF CONSULTANT

CONSULTANT shall perform the duties and/or provide services as follows; the CONSULTANT agrees to provide professional services as an Engineering Consultant to prepare work outlined in the Proposal from CONSULTANT dated March 27, 2017, marked Exhibit "A", attached hereto and incorporated herein by this reference. The CONSULTANT agrees to be available and perform the work specified in this Agreement in the time frame as specified and as shown in Exhibit "A".

4. DUTIES OF THE DISTRICT

DISTRICT shall perform the duties as described and incorporated herein.

5. COMPENSATION

For the full performance of the services described herein by CONSULTANT, DISTRICT shall pay CONSULTANT on a time-and-materials basis for services rendered in accordance with the rates shown on the current fee schedule as described in Exhibit "A" attached and incorporated herein. The total payment will not exceed \$93,350.

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

6. TERM OF AGREEMENT

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

7. TERMINATION

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

B. Cause. Either party may terminate this Agreement for cause upon ten (10) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination notice, to the reasonable satisfaction of the party giving such notice, within thirty (30) days of the receipt of said notice.

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

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

8. OWNERSHIP OF DOCUMENTS

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

9. INSPECTION AND AUDIT

Upon reasonable notice, CONSULTANT shall make available to DISTRICT, or its agent, for inspection and audit, all documents and materials maintained by CONSULTANT in connection with its performance of its duties under this Agreement. CONSULTANT shall fully cooperate with DISTRICT or its agent in any such audit or inspection.

10. ASSIGNABILITY

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

11. INSURANCE

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

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

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

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million (\$1,000,000) dollars to cover any claims arising out of the CONSULTANT's performance of services under this Agreement.

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

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

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

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

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

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

6. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years as long as the insurance is reasonably affordable and available;

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

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

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

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

12. INDEMNIFICATION

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

13. NONDISCRIMINATION

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

14. COMPLIANCE WITH ALL LAWS

CONSULTANT shall use due professional care to observe and comply with all applicable Federal, State and local laws, ordinances, codes, and regulations in the performance of its duties and obligations under this Agreement. CONSULTANT shall perform all services under this Agreement in accordance with these laws, ordinances, codes, and regulations.

15. NO THIRD PARTY BENEFICIARIES

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

16. NOTICES

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

TO DISTRICT: Ms. Karen Chew
San Rafael Sanitation District
111 Morphew Street
P.O. Box 151560
San Rafael, CA 94915-1560

TO CONSULTANT: Mr. Mark Wilson
Nute Engineering
907 Mission Avenue
San Rafael, CA 94901

17. INDEPENDENT CONSULTANT

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

18. ENTIRE AGREEMENT -- AMENDMENTS

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

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

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

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

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

19. SET-OFF AGAINST DEBTS

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

20. WAIVERS

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

21. CITY BUSINESS LICENSE/OTHER TAXES

CONSULTANT shall obtain and maintain during the duration of this Agreement a CITY business license as required by the San Rafael Municipal Code. CONSULTANT shall pay any and all State and Federal taxes and any other applicable taxes. CONSULTANT's taxpayer identification number is 94-1510137, and CONSULTANT certifies under penalty of perjury that said taxpayer identification number is correct.

22. APPLICABLE LAW

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

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

SAN RAFAEL SANITATION DISTRICT

CONTRACTOR

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

NUTE ENGINEERING

APPROVED AS TO FORM:

By: _____
Mark Wilson

Jack F. Govi
Assistant County Counsel

Title: _____



Civil & Sanitary Consultants

EXHIBIT A

March 27, 2017

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

**Re: 2017 North Francisco Sewer Force Main Relocation Project at Rice Drive
Proposal for Design Engineering Services and Construction Engineering
Services**

Dear Doris:

In response to your request Nute Engineering is pleased to submit the following proposal for the preparation of plans and technical specifications for the relocation of a portion of the North Francisco 36 inch Force Main located near the intersection of Rice Drive and Francisco Blvd West in San Rafael. This relocation is being planned simultaneously as Sonoma Marin Area Rail Transit (SMART) is proceeding with the design of the Larkspur Rail Extension.

The District's North Francisco Force Main crosses from the North Francisco Pump Station on the north side of Highway 101, near Grand Ave and East Francisco Blvd to the south side of Highway 101 running along the south side of West Francisco Blvd along the railroad right of way and turning at the Rice Drive intersection and crossing the historical rail road easement at Rice Drive.

North Francisco Force Main Alignment and Planned Relocation

The North Francisco Force Main is a 36 inch ductile iron restrained joint pipeline usually installed in 20 foot lengths. The pipeline in the vicinity of Rice Drive was designed in 1992 as Phase II of the overall pipeline project and constructed soon after. The record drawings for the project indicate the pipeline to be generally about 4 feet deep in the area of the project.

SMART staff provided to the District a Preliminary Utility Plan entitled *The Larkspur Extension 30%* which is attached to this proposal for reference and indicates expectations for the nearly 500 foot long bypass pipeline. It appears that SMART is planning to move the train alignment to the immediate north of the historical alignment. The new bypass pipeline, when constructed, will make a perpendicular crossing of the railroad. This pipeline crossing will need to follow railroad design standards for utilities crossing the rail line.

Construction of the Force Main Relocation

Successful construction of the relocated force main segment will rely on periods of continuous sewage bypassing around the construction area during certain facets of the construction process (e.g., tying in the new pipeline segment). However, because a parallel pipeline alignment is being constructed, much of the new pipeline could be constructed ahead of the rail construction without affecting the operation of the existing force main. In addition, the District has not abandoned the former 27 inch North Francisco Force Main which is located on the north side of Highway 101 and runs east toward the West Railroad Pump Station. In the next few weeks, District staff intend to test this force main to verify that it is capable of future bypass of sewage flow.

Another sewage bypass challenge for work on the force main is downstream of the planned relocation pipeline. Four of the District's pump stations including McPhails pump station and Bret Harte pump station discharge into the force main. Currently, there is not an existing isolation valve upstream of these pump stations to allow operation of only the downstream section. Therefore, any extended shut off of the 36 inch force main would require the installation of a line stop into the pipeline. A line stop is a mechanically installed system on the exterior of a pipeline which can deploy a type of temporary plug and stop the water flow. These systems are expensive, but can save critical time on work of this nature.

Second Street 30" RCP Trunk Pipeline Investigations

We will investigate the condition of the existing 30" RCP trunk pipeline and the existing railroad required steel casing on Second Street where it crosses the railroad right of way. This can include recommendations for field investigations including pothole locations to verify steel casing location. We will prepare a memo describing our findings. Contractor pothole and investigation costs are separate and not included in this proposal.

SCOPE OF WORK

The scope of work to prepare for rehabilitation of the sewers listed above will consist of the following:

Schedule A Services – Preparation of Plans and Specifications

1. Investigate the planned project and review pipeline constructability issues with the SMART planned pipeline relocation and summarize in a written report.
2. Conduct our own topographical survey using SMART control points (optional, if we can obtain the current SMART survey data).
3. Prepare plan drawings showing the sewer pipe line relocation, sewer bypass directions and construction details.

4. Prepare technical specifications and/or contract documents as necessary for the project.
5. Confer with San Rafael Public Works Staff regarding traffic control requirements necessary for this work, specifically for the Rice Drive intersection. Incorporate these and possible night time work requirements into the plans and specifications.
6. Based on the construction plans and specifications, prepare a final estimate of the project construction cost.
7. Investigate 30" Second Street sewer existing steel casing location and written memo.
8. It is our understanding this design will be provided to the SMART's selected contractor and we can assist the District at one (1) planning meeting related to the implementation of this project by SMART.
9. We will attend two (2) meetings with District staff to review the planned project.

Schedule B Services – Services During Construction (OPTIONAL)

1. Review Contractor's submittals and shop drawings.
2. Monitor and evaluate proposals from the Contractor for modifications to the contract work and Plans and Specifications, and prepare change orders to the contract for the District's approval.
3. Provide daily, on-going construction inspection and construction engineering for all aspects and phases of project.
4. Prepare digital video and still photographs of initial site conditions prior to construction.
5. Monitor and coordinate overall safety at the jobsite.
6. Monitor all Contractor construction permit compliance and recommend action for non-compliance.
7. Review project for safety issues/concerns and bring to attention of Contractor and District.
8. Perform final inspection for all aspects of construction, including new items resulting from Contractor's activities.
9. Maintain project report (inspection reports, pictures, material testing reports, etc.) to submit to District.

10. Schedule/conduct completion inspections, issue punch lists, review compliance, recommend acceptance by the District.

SCHEDULE

The construction of the SMART North Francisco Force Main Relocation Project is to be undertaken during the 2017 construction season. The following is the proposed schedule for the project design:

Force Main Relocation Project – 2017

- SRSD Board approves proposal – March 28, 2017
- 35% submittal, preliminary plans – May 1, 2017
- 90% submittal, plans and specifications – May 15, 2017
(District staff one week review)
- 100% submittal, full size plans, specifications and engineer's estimate – May 26, 2017

SERVICES NOT INCLUDED IN THIS PROPOSAL

It is understood that the following services are outside the scope of this proposal and will need to be provided by others as necessary or advisable.

1. Geotechnical engineering and soil contamination investigation services.
2. Hazardous materials investigations, assessment or removal.
3. Locating or potholing of underground utilities.
4. Existing pavement evaluation. District will provide specific pavement restoration guidance from Public Works to Nute Engineering for the Design as necessary. For purpose of this proposal pavement restoration will consist of trench excavation pavement plug.
5. Environmental review or preparation of an environmental impact report of the project.
6. Necessary permit applications and application fees.
7. Legal services in connection with the project.

8. Acquisition of rights of ways, rights of entries or permits. Moving the Force Main will likely move it out of the existing right of way and a new easement/quitclaim of existing easement may be required.
9. Printing of plans and specifications for bidding purposes and for the Contractor's use.
10. Clerical time to send bid documents out to bidders.

ENGINEERING FEE


We propose to do all the work on a time and materials basis to be billed according to the Schedule of Hourly Rates attached hereto as Attachment A. The following are budgets for the engineering fees for the various schedules outlined above:

Schedule A - Preparation of Plans and Specifications	\$ 53,350
Schedule B - Services During Construction	\$ 40,000

Very truly yours,

NUTE ENGINEERING

By:


Mark T. Wilson, P.E.

Attachment A - Schedule of Hourly Rates
Attachment B - Project Estimating Sheet
Attachment C - SMART Preliminary Utility Plan



Civil & Sanitary Consultants

ATTACHMENT A

HOURLY RATE SCHEDULE

OFFICE PERSONNEL	HOURLY RATE
Principal Engineer	\$235.00
Senior Engineer	192.00
Engineer III	182.00
Engineer II	176.00
Engineer I	150.00
Field Representative*	165.00
Assistant Engineer II	118.00
Assistant Engineer I	108.00
Senior Designer	173.00
CAD Drafter II	144.00
CAD Drafter I	124.00
Technical Administrative Support	106.00
Clerical	93.00
 LITIGATION SERVICES	
Court Appearance/Deposition	340.00

*Field Representative for construction is a Prevailing Wage category as required by the California Department of Industrial Relations.

REIMBURSABLE EXPENSES

Sub-consultants will be charged at 1.10 times cost. Charges for reproductions, blueprinting, outside computer services, rental of special equipment, delivery, express mail, insurance certificates (where client requires to be listed as an additional insured) and meals and lodging will be charged at 1.10 times cost. Mileage will be charged at the IRS approved rate. Nute Engineering reserves the right to adjust its hourly rate structure for all ongoing contracts.

EFFECTIVE DATE: January 1, 2017

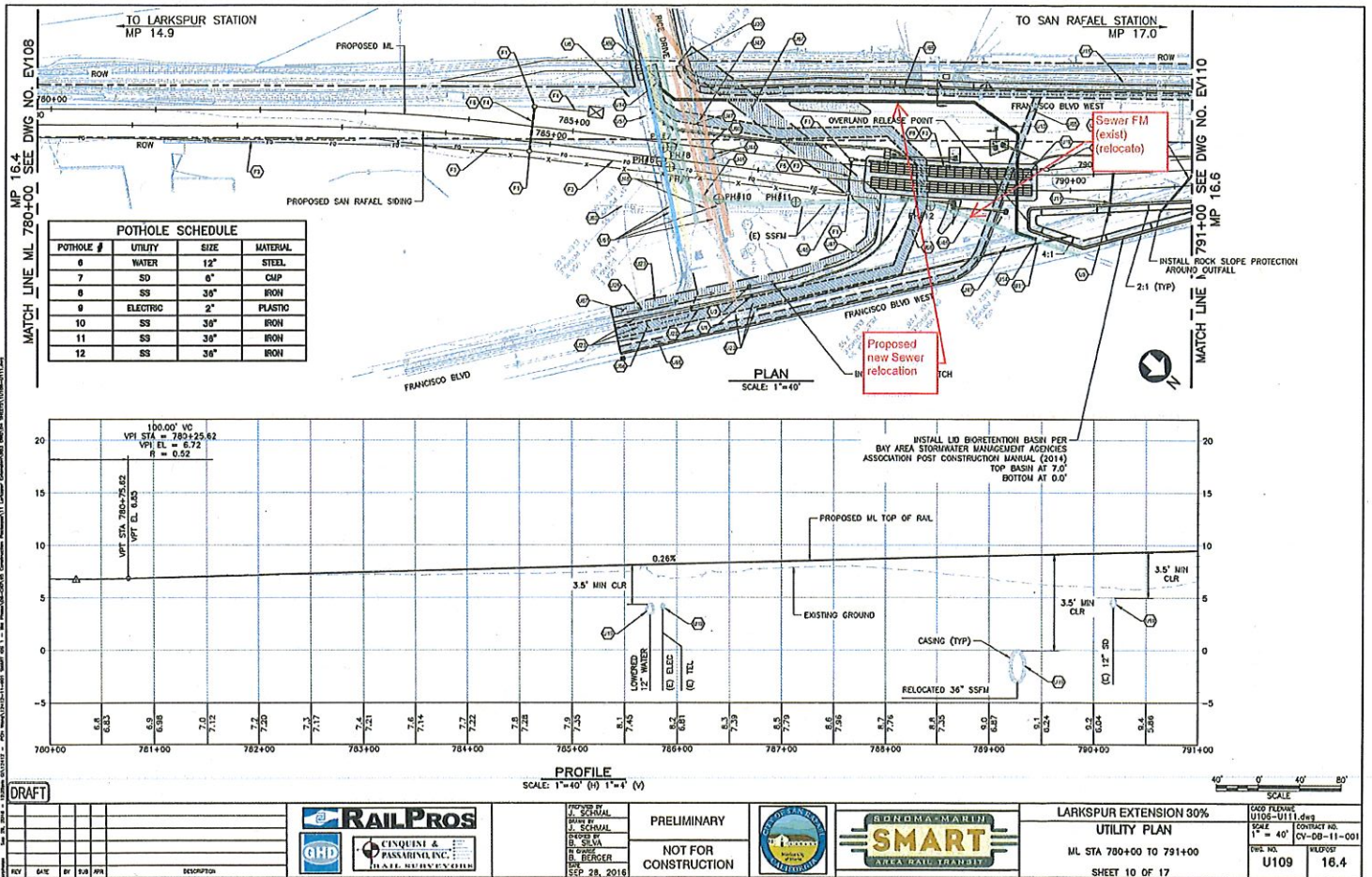
ATTACHMENT B
SAN RAFAEL SANITATION DISTRICT
2017 NORTH FRANCISCO FORCE MAIN RELOCATION - SMART LARKSPUR EXTENSION
PROPOSAL FOR ENGINEERING SERVICES
PROJECT ESTIMATING SHEET

Description	Rate \$/Hr	Principal Engineer	Senior Engineer	Engineer III	Senior Designer	Tech Admin Support	Direct Cost	Direct Cost Markup	TOTAL
Schedule A Services - Design and Prepare Plans and Specifications									
1. Investigate and Review Force Main Relocation Constructability Issues		4	6	8	20				
2. Conduct project topo survey and monitor third party potholing, if necessary			2	4	4		\$3,840	\$384	
3. Prepare plan drawings for force main relocation			20	46	70				
4. Prepare technical specifications and contract documents, if necessary			4	16	14				
5. Confer with San Rafael PW Dept. Regarding Traffic Control and Night Work									
6. Prepare a final estimate of the project construction cost			4	6					
7. Investigate 30" Second Street sewer existing steel casing location and written memo			6	12					
8. Attend one (1) meeting with SMART			2	5	2				
9. Attend two (2) meeting with staff to review the project			6	6	4				
10. Coordinate with SMART on Final Project Billing									
Hours		4	50	111	94	20			
Cost		\$940	\$9,600	\$20,202	\$16,262	\$2,120	\$3,840	\$384	\$33,348
Schedule B Services (Optional) - Construction Engineering Services									
1. Review Contractor's submittals and shop drawings			8		24	12			
2. Monitor and evaluate Contractor proposed modifications to P&S and Contract work, prepare COs			20		6				
3. Provide daily construction observation for all aspects and phases of project *			10	80		12			
4. Prepare digital video/still photographs of initial site conditions prior to construction				4					
5. Monitor and coordinate overall safety at the jobsite **			4						
6. Monitor Contractor construction permit compliance and recommend action for non-compliance **									
7. Review project for safety issues/concerns and bring to attention of Contractor and District **									
8. Perform final inspection for all construction, including new items from Contractor's activities			2	12		12			
9. Maintain project report to submit to District			2	6		16			
10. Schedule/conduct completion inspections, punch lists, review compliance, recommend proj. acceptance			2	8		4			
Hours			46	110	30	56			
Cost			\$8,832	\$20,020	\$5,190	\$5,936			\$39,978
							Grand Total		
							\$93,326		

*Assumes construction observation during construction period of 4 weeks at 4 hours per day

**This item will be addressed by construction observer during the regular site visits

ATTACHMENT C



6.b.

SAN RAFAEL SANITATION DISTRICT
Agenda Item No. 6.b.

DATE: March 28, 2017

TO: Board of Directors, San Rafael Sanitation District

FROM: Doris Toy, District Manager/District Engineer

SUBJECT: Adopt Resolution Authorizing the District Manager/District Engineer to Execute a Professional Services Agreement with Nute Engineering for Design and Construction Related Services for the 2017 Sewer Pipe Repair and Replacement Project

RECOMMENDATION:

Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Nute Engineering for design and construction related services for the 2017 Sewer Pipe Repair and Replacement Project.

BACKGROUND:

In mid-December 2016, the City of San Rafael Department of Public Works sent the District a letter listing 20 streets that will be paved beginning in August 2017. After the District televised its sewer mains in these streets, staff discovered that the following pipe sections will need to be repaired or replaced from manhole to manhole:

- Broadview Drive
- Vivian Way
- Bellevue Avenue
- Bay Court
- East Francisco Boulevard near Grange Avenue
- Hoag Street (300 LF)
- East Francisco Boulevard (1,190 LF)

Since the District will be rehabilitating various pipes throughout the District, staff has decided to include an additional pipe repair at F Street near Latham.

ANALYSIS:

The City has been working with the utility agencies over the past few years in order to inform them of its upcoming paving projects so that any necessary repairs can be done prior to the paving. Per the City's Municipal Code, if there are any excavations in a roadway with a pavement condition index (PCI) of 70 or higher or if the roadway has been resurfaced within the last five (5) years, the full-width pavement restoration requirement will apply.

Since the District will need to design, go out to bid, and complete construction on this proposed project by August of 2017, staff has requested Nute Engineering to submit a proposal for the design and construction related services for the 2017 Sewer Pipe Repair and Replacement Project. The scope of work is described in detail in Nute's proposal, which is attached as Exhibit "A".

Nute Engineering proposes to perform the design and construction related services on a time-and-materials basis, not to exceed \$103,600.

FISCAL IMPACT:

The design and construction related services for the 2017 Sewer Pipe Repair and Replacement Project will be funded from the 80-Year Life Cycle Sewer Replacement Program for Fiscal Year 2016-17.

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Nute Engineering for design and construction related services for the 2017 Sewer Pipe Repair and Replacement Project.

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

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 17-1149

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN RAFAEL SANITATION DISTRICT
AUTHORIZING THE DISTRICT MANAGER/DISTRICT ENGINEER
TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH
NUTE ENGINEERING FOR DESIGN AND CONSTRUCTION RELATED SERVICES
FOR THE 2017 SEWER PIPE REPAIR AND REPLACEMENT PROJECT
FOR AN AMOUNT NOT TO EXCEED \$103,600**

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

The District Manager/District Engineer is hereby authorized to execute, on behalf of the San Rafael Sanitation District, a Professional Services Agreement with Nute Engineering for design and construction related services to for the 2017 Sewer Pipe Repair and Replacement Project, a copy of which is hereby attached and by this reference made a part hereof.

PASSED AND ADOPTED at a special meeting of the San Rafael Sanitation District Board of Directors held on the 28th day of March, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT/ABSTAIN:

SAN RAFAEL SANITATION DISTRICT

Gary O. Phillips, Chairman

ATTEST:

Maribeth Bushey, Secretary

**PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN AND CONSTRUCTION RELATED SERVICES FOR THE
2017 SEWER PIPE REPAIR AND REPLACEMENT PROJECT**

This Agreement is made and entered into this 28th day of March, 2017, by and between the SAN RAFAEL SANITATION DISTRICT (hereinafter "DISTRICT"), and *NUTE ENGINEERING* (hereinafter "CONSULTANT").

RECITALS

WHEREAS, the DISTRICT has selected *NUTE ENGINEERING* to perform the required design and construction related services for the **"2017 Sewer Pipe Repair and Replacement Project"** (hereinafter "PROJECT"); and

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

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS.

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

2. PROJECT COORDINATION

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

B. CONSULTANT. CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. *MARK WILSON* is hereby designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason, the CONSULTANT shall notify the DISTRICT within ten (10) business days of the substitution.

3. DUTIES OF CONSULTANT

CONSULTANT shall perform the duties and/or provide services as follows; the CONSULTANT agrees to provide professional services as an Engineering Consultant to prepare work outlined in the Proposal from CONSULTANT dated March 27, 2017, marked Exhibit "A", attached hereto and incorporated herein by this reference. The CONSULTANT agrees to be available and perform the work specified in this Agreement in the time frame as specified and as shown in Exhibit "A".

4. DUTIES OF THE DISTRICT

DISTRICT shall perform the duties as described and incorporated herein.

5. COMPENSATION

For the full performance of the services described herein by CONSULTANT, DISTRICT shall pay CONSULTANT on a time-and-materials basis for services rendered in accordance with the rates shown on the current fee schedule as described in Exhibit "A" attached and incorporated herein. The total payment will not exceed \$103,600.

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

6. TERM OF AGREEMENT

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

7. TERMINATION

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

B. Cause. Either party may terminate this Agreement for cause upon ten (10) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination notice, to the reasonable satisfaction of the party giving such notice, within thirty (30) days of the receipt of said notice.

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

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

8. OWNERSHIP OF DOCUMENTS

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

9. INSPECTION AND AUDIT

Upon reasonable notice, CONSULTANT shall make available to DISTRICT, or its agent, for inspection and audit, all documents and materials maintained by CONSULTANT in connection with its performance of its duties under this Agreement. CONSULTANT shall fully cooperate with DISTRICT or its agent in any such audit or inspection.

10. ASSIGNABILITY

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

11. INSURANCE

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

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

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

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million (\$1,000,000) dollars to cover any claims arising out of the CONSULTANT's performance of services under this Agreement.

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

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

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

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

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

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

6. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years as long as the insurance is reasonably affordable and available;

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

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

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

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

12. INDEMNIFICATION

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

13. NONDISCRIMINATION

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

14. COMPLIANCE WITH ALL LAWS

CONSULTANT shall use due professional care to observe and comply with all applicable Federal, State and local laws, ordinances, codes, and regulations in the performance of its duties and obligations under this Agreement. CONSULTANT shall perform all services under this Agreement in accordance with these laws, ordinances, codes, and regulations.

15. NO THIRD PARTY BENEFICIARIES

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

16. NOTICES

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

TO DISTRICT: Ms. Karen Chew
San Rafael Sanitation District
111 Morphew Street
P.O. Box 151560
San Rafael, CA 94915-1560

TO CONSULTANT: Mr. Mark Wilson
Nute Engineering
907 Mission Avenue
San Rafael, CA 94901

17. INDEPENDENT CONSULTANT

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

18. ENTIRE AGREEMENT -- AMENDMENTS

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

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

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

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

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

19. SET-OFF AGAINST DEBTS

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

20. WAIVERS

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

21. CITY BUSINESS LICENSE/OTHER TAXES

CONSULTANT shall obtain and maintain during the duration of this Agreement a CITY business license as required by the San Rafael Municipal Code. CONSULTANT shall pay any and all State and Federal taxes and any other applicable taxes. CONSULTANT's taxpayer identification number is 94-1510137, and CONSULTANT certifies under penalty of perjury that said taxpayer identification number is correct.

22. APPLICABLE LAW

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

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

SAN RAFAEL SANITATION DISTRICT

CONTRACTOR

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

NUTE ENGINEERING

APPROVED AS TO FORM:

By: _____
Mark Wilson

Jack F. Govi
Assistant County Counsel

Title: _____



EXHIBIT A

March 27, 2017

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

**Re: 2017 Sewer Pipe Repair and Replacement Project
CMP Sewer Replacement, F Street Rehabilitation and Spot Repairs
Proposal for Design Engineering Services**

Dear Doris:

In response to your request Nute Engineering is pleased to submit the following proposal for the preparation of plans and specifications for rehabilitation of Corrugated Metal Pipe (CMP) sewers including F Street and Latham Street sewer, and other identified repairs. Many of these projects need to be repaired before the upcoming San Rafael Paving Project in August 2017.

CMP Sewer Replacement

Hoag Street. This 10" CMP sewer is approximately 300 feet and runs down the center of Hoag Street between East Francisco Blvd and Front Street. The entire sewer is being replaced due to the corrugated metal pipe's poor condition and will repair bad spots identified in by CCTV inspection, including a broken void.

East Francisco Blvd. Additional 10" and 8" CMP sewers are in East Francisco Blvd north of Hoag Street and between Hoag and Medway Ave. Approximately 1,190 feet of the sewer will need to be rehabilitated. The existing alignment is mainly near the curb.

Spot Repairs

The District has televised many of the sewers within or near the repaving project and has identified several sewers needing repairs.

Broadview Drive: 2 spot repairs, 6" VCP, broken voids visible
Vivian Street: 1 spot repair, 6" VCP, broken void visible, 45° bend
Bellevue Ave: 1 spot repair, 6" PVC, broken pipe
Bay Ct: 1 spot repair, 6" VCP, joint separation, infiltration
East Francisco Blvd near Grange Ave: 2 spot repairs, 12" VCP

F Street Sewer Rehabilitation near Latham

The original 12" concrete pipe sewers in this area were constructed with curves at the street intersection instead of straight pipe with manholes. In 1929, the curved sewers were replaced with VCP pipe with manholes at the intersections. This project would reline with an HDPE liner the original concrete sewer and the 1929 10" VCP replacement sewer between MH 3026 near #9 F Street to MH 1202 at the intersection with Latham Street. MH 1202 will also be replaced due to its poor condition. In addition, approximately 34 feet of the 10" VCP sewer downstream of MH 1202 that was constructed in 1929 will need to be replaced by direct burial to connect with the existing 10" VCP sewer in Latham Street that was replaced in 1977.

SCOPE OF WORK

The scope of work to prepare for rehabilitation of the sewers listed above will consist of the following:

Schedule A Services – Preparation of Plans and Specifications

1. We will prepare plan drawings showing the sewer line location, spot repair locations and sewers to be pre-televised by the contractor. Randy Willis of Willis Land Surveying will provide topographic survey at all locations within street improvements for pipe replacement projects.
2. We will prepare contract documents and technical specifications for the project.
3. We will confer with San Rafael Public Works Staff regarding traffic control requirements necessary for this work, if any, and incorporate these requirements in the plans and specifications.
4. Based on the construction plans and specifications, we will prepare a final estimate of the project construction cost.
5. We will assist the District at one (1) public pre-bid meeting related to the bidding process, prepare addendums and review the bid documents for responsiveness.
6. We will attend one (1) meeting with staff to review the project.

Schedule B Services – Services During Construction

1. Review Contractor's submittals and shop drawings.
2. Randy Willis of Willis Land Surveying will provide construction layout.
3. Render advice on the conduct of the construction work.

4. Evaluate proposals from the Contractor for modifications to the contract work and prepare change orders to the contract for the District's approval.
5. Prepare a set of record drawings for the project.

Schedule C Services – Construction Observer Services (Optional)

1. Provide a construction observer 3.5 hours per day for the contract period.

SCHEDULE

It is proposed that construction of this project be undertaken during the 2017 construction season. The following is the proposed schedule for the project design:

Project – 2017 Construction Season

- SRSD Board approves proposal – March 28, 2017
- 65% submittal, preliminary plans – April 27, 2017
- 90% submittal, plans and specifications – May 16, 2017
(District staff one week review)
- 100% submittal, full size plans, specifications and engineer's estimate – May 24, 2017
- Receive construction bids – June 21, 2017
- SRSD Board awards bid – June 23, 2017
- Issue Notice to Proceed – July 11, 2017
- Completion of Work – August 25, 2017 (45 days)

SERVICES NOT INCLUDED IN THIS PROPOSAL

It is understood that the following services are outside the scope of this proposal and will need to be provided by others as necessary or advisable.

1. Geotechnical engineering and soil contamination investigation services.
2. Hazardous materials investigations, assessment or removal.
3. Determining the exact location of sewer laterals.
4. Locating or potholing of underground utilities or showing utilities on the plans.

5. Existing pavement evaluation. District will provide specific pavement restoration guidance from Public Works to Nute Engineering for the Design as necessary. For the purpose of this proposal, pavement restoration will consist of trench excavation pavement plug, and if needed, a road slurry seal location plan.
6. Environmental review or preparation of an environmental impact report of the project.
7. Necessary permit applications and application fees.
8. Legal services in connection with the project.
9. Acquisition of rights of ways, rights of entries or permits
10. Printing of plans and specifications for bidding purposes and for the Contractor's use.
11. Clerical time to send bid documents out to bidders.
12. Periodic site visits and on site construction observer will be provided on a time and materials basis. Project estimating sheet estimates site visits based on planned construction period.

ENGINEERING FEE

We propose to do all the work on a time and materials basis to be billed according to the Schedule of Hourly Rates attached hereto as Attachment A. The following are budgets for the engineering fees for the various schedules outlined above:

Schedule A - Preparation of Plans and Specifications	\$62,800
Schedule B - Services During Construction	\$26,900
Schedule C - Construction Observer Services	\$13,900

Very truly yours,

NUTE ENGINEERING

By: 
Gary E. Robards, P.E.

Attachment A - Schedule of Hourly Rates
Attachment B - Project Estimating Sheet



Civil & Sanitary Consultants

ATTACHMENT A

HOURLY RATE SCHEDULE

OFFICE PERSONNEL	HOURLY RATE
Principal Engineer	\$235.00
Senior Engineer	192.00
Engineer III	182.00
Engineer II	176.00
Engineer I	150.00
Field Representative*	165.00
Assistant Engineer II	118.00
Assistant Engineer I	108.00
Senior Designer	173.00
CAD Drafter II	144.00
CAD Drafter I	124.00
Technical Administrative Support	106.00
Clerical	93.00
 LITIGATION SERVICES	
Court Appearance/Deposition	340.00

*Field Representative for construction is a Prevailing Wage category as required by the California Department of Industrial Relations.

REIMBURSABLE EXPENSES

Sub-consultants will be charged at 1.10 times cost. Charges for reproductions, blueprinting, outside computer services, rental of special equipment, delivery, express mail, insurance certificates (where client requires to be listed as an additional insured) and meals and lodging will be charged at 1.10 times cost. Mileage will be charged at the IRS approved rate. Nute Engineering reserves the right to adjust its hourly rate structure for all ongoing contracts.

EFFECTIVE DATE: January 1, 2017

ATTACHMENT B
SAN RAFAEL SANITATION DISTRICT
2017 SEWER PIPE REPAIR & REPLACEMENT PROJECT
PROPOSAL FOR ENGINEERING SERVICES
PROJECT ESTIMATING SHEET

Description	Rate \$/Hr	Principal Engineer	Senior Engineer	Engineer III	Field Rep I	CAD Drafter I	Technical Typing	Direct Cost	Direct Cost Markup	TOTAL
Schedule A Services - Design and Prepare Plans and Specifications										
1. Prepare plan drawings showing sewer lines, and spot repairs			24	96		150		\$10,000	\$1,000	
2. Prepare contract documents and technical specifications			16	16			20			
3. Confer with San Rafael Public Works Regarding Traffic Control				8						
4. Prepare a final estimate of the project construction cost			3	3						
5. Assist District at one (1) public meeting related to bidding process			3	3				\$100	\$10	
6. Attend one (1) meeting with staff to review the project			46	132		150	20			
Hours			\$8,648	\$23,628		\$17,400	\$2,020	\$10,100	\$1,010	\$62,806
Schedule B Services (Optional) - Construction Engineering Services										
1. Review Contractor's submittals and shop drawings			4	12			8			
2. Construction Layout								\$10,000	\$1,000	
3. Render advice on the conduct of the construction work			8	24						
4. Evaluate proposed Contractor modifications and prepare change orders			2	14		4	4	\$200	\$20	
5. Record Drawings			2			16		\$200	\$20	
Hours			16	50		20	12			
Cost			\$3,008	\$8,950		\$2,320	\$1,212	\$10,400	\$1,040	\$26,930
Schedule C Services (Optional) - On-Site Construction Observation (Optional)										
Hours					112					
Cost					\$13,888					\$13,888
Grand Total										\$103,624

* Construction Observation hours assumes that the Observer will be on-site for 3.5 hours per day for a 45 calendar day project (32 working days).