

**A G E N D A**  
**SPECIAL MEETING**  
**SAN RAFAEL SANITATION DISTRICT**  
**BOARD OF DIRECTORS**  
**FRIDAY – MARCH 16, 2018 - 9:00 A.M.**  
**SAN RAFAEL CITY HALL**  
**1400 FIFTH AVENUE – CDD LARGE CONF. RM. – 3<sup>RD</sup> FL.**  
**SAN RAFAEL, CALIFORNIA 94901**

**Members of the public may speak on Agenda items.**

**1. OPEN PERIOD**

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

**2. MINUTES OF THE MEETING**

Request approval as submitted – February 23, 2018.

**3. PAYMENTS**

Request approval as submitted.

**4. CLOSED SESSION**

- a. Conference with Legal Counsel**  
California Government Code  
Section 54956.9(d)(2)  
Number of Potential Cases: One (1)

**5. OLD BUSINESS**

None.

**6. NEW BUSINESS**

- a.** Adopt resolution authorizing the District Manager/District Engineer to execute a funding agreement with SMART for the San Rafael Sewer Force Main Relocation at Rice Drive.
- b.** Adopt resolution authorizing the District Manager/District Engineer to sign an agreement with WorkSmart Automation, Inc., for programming services for the San Pedro Pump Station Improvements Project.
- c.** Adopt resolution authorizing the District Manager/District Engineer to sign an agreement with Nute Engineering for design related services for the 36-Inch Trunk Sewer Relocation Project for the Caltrans San Rafael Harbor Bridge Replacement Project.
- d.** Review Budget Status Report for the period 7-1-17 through 12-31-17.

**7. INFORMATIONAL ITEMS**

**8. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS**

**9. ADJOURNMENT**

The next scheduled meeting is April 23, 2018.

**SAN RAFAEL SANITATION DISTRICT**  
**Minutes of the Meeting**  
**February 23, 2018**

Special Meeting

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

The meeting was called to order at 9:04 A.M. by Acting Chairman Rice.

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

Attendance Staff: Doris Toy, District Manager/District Engineer  
(Attended Closed Session only via Phone Call)  
Karen Chew, Senior Civil Engineer  
Cynthia Hernandez, District Secretary

Attendance Others: Jack F. Govi, Assistant County Counsel

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

**2. MINUTES OF JANUARY 22, 2018.**

**MOTION** by Director Bushey, seconded by Acting Chairman Rice, to approve the minutes of the January 22, 2018, 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 January 2018 in the amount of \$1,745,745.88 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**

None.

**6. INFORMATIONAL ITEMS.**

**7. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS.**

**8. CLOSED SESSION**

**a. Conference with Legal Counsel**

**California Government Code Section 54956.9(d)(2)**

**Number of Potential Cases: One (1)**

**Closed Session – Opened at 9:05 A.M.**

**Closed Session – Ended at 9:40 A.M.**

Acting Chairman Rice reported that the Board has directed staff to pursue relocating the existing sewer force main in the SMART right-of-way to outside the SMART right-of-way along new Rice Drive and West Francisco as described in the attached. Consistent with existing policy, the costs associated with relocating the force main will be assessed to SMART, and the Board will consider in the future whether to initiate litigation to recover its costs. The costs are estimated to be in the \$600,000 range for this project, and staff is further directed to pursue all means to reduce costs of the project.

**9. ADJOURNMENT**

There being no further business to come before the Board, the meeting of February 23, 2018, was adjourned at 9:41 A.M. The next meeting of the San Rafael Sanitation District was later scheduled for Friday, March 16, 2018, at 9:00 A.M. at San Rafael City Hall.

Respectfully submitted,

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Maribeth Bushey, Recording Secretary

**ATTEST THIS 16th DAY OF MARCH 2018**

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Katie Rice, Acting Chairman







**SAN RAFAEL SANITATION DISTRICT**

**PAYMENT SUMMARY**

February 1, 2018 - February 28, 2018

Vendor/Payee

	Class	Acct #	Account Name	Amount
3T EQUIPMENT COMPANY	200	2360	O&M - collection systems	\$ 418.36
AIR RESOURCES BOARD	200	2359	Maint- pump sta's & force mains	\$ 570.00
ARAMARK UNIFORM SERVICES	200	2021	Uniforms	\$ 161.50
ARAMARK UNIFORM SERVICES	200	2021	Uniforms	\$ 134.90
ARAMARK UNIFORM SERVICES	200	2021	Uniforms	\$ 134.90
ARAMARK UNIFORM SERVICES	200	2021	Uniforms	\$ 138.22
ARAMARK UNIFORM SERVICES	200	2021	Uniforms	\$ 134.90
ARAMARK UNIFORM SERVICES	200	2021	Uniforms	\$ 134.90
ARAMARK UNIFORM SERVICES	200	2021	Uniforms	\$ 109.50
AT&T *4667	100	2534	Telephone service	\$ 239.60
AT&T *4667	100	2534	Telephone service	\$ 239.60
AT&T *8362	100	2534	Telephone service	\$ 323.94
AT&T MOBILE	100	2534	Telephone service	\$ 671.28
AT&T MOBILE	100	2534	Telephone service	\$ 625.01
BAY AREA AIR QUALITY MANAGEMENT DIS	200	2359	Maint- pump sta's & force mains	\$ 796.00
BAY AREA AIR QUALITY MANAGEMENT DIS	200	2359	Maint- pump sta's & force mains	\$ 816.00
BAY AREA AIR QUALITY MANAGEMENT DIS	200	2359	Maint- pump sta's & force mains	\$ 796.00
BAY AREA AIR QUALITY MANAGEMENT DIS	200	2359	Maint- pump sta's & force mains	\$ 796.00
BOB WONDRIES FORD, NAT. AUTO FLEET GROUP	100	4830	Vehicle equipment & acquisition	\$ 45,352.27
BOB WONDRIES FORD, NAT. AUTO FLEET GROUP	100	4830	Vehicle equipment & acquisition	\$ 42,441.27
CENTRAL MARIN SANITATION AGENCY	100	4300	FOG Program	\$ 2,313.62
CITY OF SAN RAFAEL	100	2361	Contract with San Rafael	\$ 769,029.53
COUNTY OF MARIN	100	2282	Director's fees	\$ 100.00
CWIEA-TCP	100	2388	Training and education	\$ 180.00
DOWNEY BRAND LLP	100	2713	Legal services	\$ 9,010.42
FASTENAL	200	2360	O&M - collection systems	\$ 161.54
FLASHBAY INC.	100	2133	Office & shop supplies	\$ 367.88
FLYERS ENERGY, LLC	200	2359	Maint- pump sta's & force mains	\$ 917.73
FLYERS ENERGY, LLC	200	2359	Maint- pump sta's & force mains	\$ 1,072.23
GOLDEN STATE LUMBER INC	200	2359	Maint- pump sta's & force mains	\$ 26.67
GOLDEN STATE LUMBER INC	200	2359	Maint- pump sta's & force mains	\$ 72.00
GOLDEN STATE LUMBER INC	200	2359	Maint- pump sta's & force mains	\$ 33.83
GOLDEN STATE LUMBER INC	200	2359	Maint- pump sta's & force mains	\$ 95.96
GRAINGER	200	2359	Maint- pump sta's & force mains	\$ 494.36
JACKSON'S HARDWARE	200	2359	Maint- pump sta's & force mains	\$ 8.67
MAHER ACCOUNTANCY	100	2717	Accounting services	\$ 3,600.00
MARIBETH BUSHEY	100	2282	Director's fees	\$ 100.00
MARIN COUNTY TAX COLLECTOR	100	2713	Legal services	\$ 5,280.00
MARIN MUNICIPAL WATER DIS	200	2536	Water utility costs	\$ 50.04
MARIN MUNICIPAL WATER DIS	200	2536	Water utility costs	\$ 46.57
MARIN MUNICIPAL WATER DIS	200	2536	Water utility costs	\$ 46.57
MARIN MUNICIPAL WATER DIS	200	2536	Water utility costs	\$ 46.57

MARIN MUNICIPAL WATER DIS	Water - Castro Ave. from 12/13/17-2/12/18	200	2536	Water utility costs	\$	304.66
MARIN MUNICIPAL WATER DIS	Water - Catalina Blvd. from 12/13/17-2/12/18	200	2536	Water utility costs	\$	85.76
MARIN MUNICIPAL WATER DIS	Water - E Francisco Blvd. from 12/13/17-2/12/18	200	2536	Water utility costs	\$	50.55
MARIN MUNICIPAL WATER DIS	Water - E Francisco Blvd. from 12/14/17-2/13/18	200	2536	Water utility costs	\$	222.80
MARIN MUNICIPAL WATER DIS	Water - Montecito Rd. from 12/14/17-2/13/18	200	2536	Water utility costs	\$	62.29
MARIN MUNICIPAL WATER DIS	Water - N San Pedro Rd. from 12/15/17-2/14/18	200	2536	Water utility costs	\$	46.57
MARIN MUNICIPAL WATER DIS	Water - Peacock Dr. from 12/15/17-2/14/18	200	2536	Water utility costs	\$	46.57
MARIN MUNICIPAL WATER DIS	Water - Riviera Dr. from 12/15/17-2/14/18	200	2536	Water utility costs	\$	46.57
MARIN MUNICIPAL WATER DIS	Water - Simms St. from 12/09/17-2/08/18	200	2536	Water utility costs	\$	46.57
MARIN MUNICIPAL WATER DIS	Water - Woodland Ave. from 12/09/17-2/08/18	200	2536	Water utility costs	\$	46.57
MATRIX HG, INC.	Pump Stations - broken vent fan repair quote for North Francisco PS	200	2359	Maint- pump sta's & force mains	\$	365.00
MILLER PACIFIC ENGINEERING GROUP	Sewer Pipe Repair & Replacement 2017 - services from 10/09/17-1/28/18	300	4329	2017 Sewer Pipe Repair and (80)	\$	6,671.80
NUTE ENGINEERING	San Pedro Pump Station - services from 12/01/17-12/31/17	300	4147	San Pedro Pump Station (10)	\$	8,480.50
PERIN - BATTERIES PLUS	Collection System - batteries for locator	200	2380	O&M - collection systems	\$	10.89
PG&E a/c 2480926202-5	Power - service for pump stations 12/08/17-1/08/18	200	2535	Electric utility costs	\$	9,973.33
PG&E a/c 2480926202-5	Power - service for pump stations 1/08/18-2/07/18	200	2535	Electric utility costs	\$	17,159.65
RANGER PIPELINES, INC	Sun Valley Sewer Replacement Project - Phase 2 - Progress Payment No. 9	300	1210	Construction contract retention	\$	133,884.60
REDWOOD EMPIRE CHAPTER OF MSA	Training & Education - maintenance superintendents association meeting	100	2388	Training and education	\$	30.00
ROAD AMERICA, INC.	Vehicles - vehicle emblems	200	2083	Parts and repairs vehicles	\$	393.49
ROTO-ROOTER SEWER SERVICE INC	Collection System - repair sewer main and install two wye connections at 8 Balboa Ave.	200	2360	O&M - collection systems	\$	6,985.00
ROTO-ROOTER SEWER SERVICE INC	Collection System - repair sewer main and remove rod hole at 8 Balboa Ave.	200	2360	O&M - collection systems	\$	4,985.00
ROTO-ROOTER SEWER SERVICE INC	Collection System - spot repair at 6 Octavia Street	200	2360	O&M - collection systems	\$	4,985.00
ROTO-ROOTER SEWER SERVICE INC	Rehab of Gravity Sewer System - install new sewer main, new manhole, new rodhole, and new lateral at 21 Pepper Way	300	4302	Rehab of Gravity Sewer (80yr)	\$	31,498.00
ROTO-ROOTER SEWER SERVICE INC	Standby - service at 43 Leafwood Circle	200	2363	Standby services	\$	460.00
ROY'S SEWER SERVICE INC	Collection System - CCTV 36-inch sewer main and stubs at N/B Central San Rafael exit	200	2360	O&M - collection systems	\$	1,800.00
SEQUOIA SAFETY SUPPLY COM	Safety Equipment - gloves	200	2365	Safety equipment and supplies	\$	143.92
SHAPE INC	Pump Stations - single phase capacitor kit	200	2359	Maint- pump sta's & force mains	\$	370.80
STAPLES INC	Collection System - external hard drive with mobile backup for CCTV video file storage	200	2360	O&M - collection systems	\$	86.10
STAPLES INC	Office Supplies - binders	100	2133	Office & shop supplies	\$	50.65
STAPLES INC	Office Supplies - daily diary	100	2133	Office & shop supplies	\$	31.38
TIFCO INDUSTRIES	Pump Stations - drill bits and drill bit index	200	2359	Maint- pump sta's & force mains	\$	136.15
TRANSBAY SECURITY SERVICE	Pump Stations - keys for pump stations	200	2359	Maint- pump sta's & force mains	\$	118.70
US BANK CORPORATE PAYMENT	Miscellaneous Expenses - mailing fee for personnel documents	100	2389	Miscellaneous expenses	\$	87.55
US BANK CORPORATE PAYMENT	Office supplies - miscellaneous office supplies	100	2133	Office & shop supplies	\$	14.15
US BANK CORPORATE PAYMENT	Office Supplies - phone holster	100	2133	Office & shop supplies	\$	55.15
US BANK CORPORATE PAYMENT	Safety Equipment - shipping fee to return safety video to CSRMA	200	2365	Safety equipment and supplies	\$	9.43
VAN MIDDE & SON CONCRETE, INC.	Sewer Pipe Repair & Replacement 2017 - remove/replace portion of driveway apron & gutter per contract	300	4329	2017 Sewer Pipe Repair and (80)	\$	4,500.00
VAN MIDDE & SON CONCRETE, INC.	Sun Valley Sewer Replacement Project - Phase 2 - repair driveway gutter at 161 Solano St.	300	4324	SunValley-Ca.Solano, Alpine(80)	\$	500.00
VERIZON WIRELESS	Telephone Service - wireless service for laptops 12/21/17-1/20/18	100	2534	Telephone service	\$	286.07
VORTEX INDUSTRIES, INC.	Pump Stations - repair to West Railroad PS door	200	2359	Maint- pump sta's & force mains	\$	2,526.13
WATER COMPONENTS & BLDG SUPPLY	Collection System - parts for sewer repair at 23 Rafael Drive	200	2360	O&M - collection systems	\$	222.79
WATER COMPONENTS & BLDG SUPPLY	Pump Stations - sump pump piping	200	2359	Maint- pump sta's & force mains	\$	175.70
WESTLAND CONTRACTORS, INC.	Sewer Pipe Repair & Replacement 2017 - Progress Payment #1	300	4329	2017 Sewer Pipe Repair and (80)	\$	379,596.68
					\$	1,504,960.86



4.a.



OFFICE OF THE  
COUNTY COUNSEL

Brian E. Washington  
COUNTY COUNSEL

March 13, 2018

Jack F. Govi  
ASSISTANT COUNTY COUNSEL

Renee Giacomini Brewer  
CHIEF DEPUTY COUNTY COUNSEL

Mari-Ann G. Rivers  
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  
Tarisha K. Bal  
Ayriel A. Bland  
Michael W. Jorgenson

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Jeanine Michaels  
ADMINISTRATIVE ASSISTANT

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275  
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415 473 6117 T  
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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 16<sup>th</sup>, 2018**, to discuss the following matter: (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 matter, 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. Please note that disclosure of any facts of this matter may, in my opinion, prejudice the District.

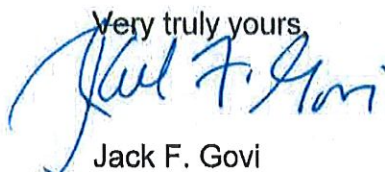
I suggest that the Agenda read:

**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,

A handwritten signature in blue ink, appearing to read "Jack F. Govi", is written over the typed name.

Jack F. Govi  
Assistant County Counsel

6.a.

**SAN RAFAEL SANITATION DISTRICT**

**RESOLUTION NO. 18-1166**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SAN RAFAEL SANITATION DISTRICT  
AUTHORIZING THE DISTRICT MANAGER/DISTRICT ENGINEER  
TO EXECUTE A FUNDING AGREEMENT WITH  
SONOMA-MARIN AREA RAIL TRANSIT (SMART) FOR THE  
SAN RAFAEL SEWER FORCE MAIN RELOCATION AT RICE DRIVE**

**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 Funding Agreement with Sonoma-Marín Area Rail Transit (SMART) for the San Rafael Sewer Force Main Relocation 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 16th day of March, 2018, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

**SAN RAFAEL SANITATION DISTRICT**

\_\_\_\_\_  
**Katie Rice, Acting Chairman**

**ATTEST:**

\_\_\_\_\_  
**Maribeth Bushey, Secretary**

## **FUNDING AGREEMENT**

### **SONOMA-MARIN AREA RAIL TRANSIT**

#### **San Rafael Sewer Force Main Relocation at Rice Drive**

THIS FUNDING AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_, 2018, by and between the **SONOMA-MARIN AREA RAIL TRANSIT (SMART) DISTRICT**, a public entity duly established under the laws of California (District), and the **SAN RAFAEL SANITATION DISTRICT**, (SRSD).

#### **Recitals**

A. The rail corridor, commonly known as the Northwestern Pacific Railroad (NWP), generally parallels Highway 101 running north-south in Sonoma and Marin Counties. The NWP corridor is owned by the District from Milepost (MP) 68.22 in Healdsburg southward to MP 11.4 in Corte Madera.

B. District operates and maintains the rail corridor in accordance with applicable California Public Utilities Commission (CPUC) and Federal Railroad Administration (FRA) laws and regulations.

C. District has completed California Environmental Quality Act (CEQA) review and is proceeding with design and construction of passenger rail service along an approximately 70-mile existing rail corridor extending from Cloverdale in Sonoma County, California, to a location near the ferry terminal in Larkspur, Marin County, California (the "SMART Rail Project").

D. The District and the City of San Rafael ("City") are realigning Francisco Boulevard West and Rice Drive in order to close two at-grade crossing (Francisco Boulevard at Second and Irwin Street) in order to support the City's Andersen Drive at-grade crossing application to the CPUC.

E. The City requested that utilities relocate their facilities in and around Rice Drive where a portion of Rice Drive will be realigned.

F. SRSD intends to reconstruct and relocate its sanitary sewer force main from the portion of Rice Drive that is closing to the realigned to the Francisco Boulevard West.

G. The District prepared initial relocation plans and included them in the District's design-build Contract CV-DB-16-001 as part of this Agreement as Exhibit B (SRSD Work).

H. SRSD is funding the SRSD Work cost of \$600,000 which includes all costs to pay for its share of relocating the sewer facilities. These costs are detailed in Bid Item 7B Sanitary Sewer Force Main of the District's design-build Contract CV-DB-16-001 that is incorporated and included as part of this agreement as Exhibit B.

#### **Agreement**

THE DISTRICT AND SRSD HEREBY AGREE AS FOLLOWS:



1. **RECITALS**

- A. The above recitals are true and correct and are hereby incorporated in and expressly form a part of this Agreement.

2. **COORDINATION**

- A. SRSD shall coordinate the work with District's Chief Engineer or his designee. Contact information for the parties' respective representatives is set forth below:

District	SRSD
Bill Gamlen Sonoma-Marin Area Rail Transit (SMART) 5401 Old Redwood Highway, Suite 200 Petaluma, California 94954	Doris Toy San Rafael Sanitation District 111 Morpew Street San Rafael, CA 94915-1560
Phone: 707.794.3330	Phone: 415.485.3484
Fax: 707.794.3037	Fax: 415.454.2270
Email: <a href="mailto:bgamlen@sonomamarintrain.org">bgamlen@sonomamarintrain.org</a>	Email: <a href="mailto:doris.toy@cityofsanrafael.org">doris.toy@cityofsanrafael.org</a>

3. **DISTRICT'S RESPONSIBILITIES**

District shall be responsible for the following:

- A. Construction Documents: District shall prepare and provide SRSD with construction documents and allow 10 working days for review.
- B. Contracting: District shall contract for the work through its design-build Contract CV-DB-016-001 with Stacy Witbeck/Herzog joint venture.
- C. Changed Circumstances: District shall promptly notify SRSD in writing of any potential change or unforeseen conditions. SRSD shall promptly investigate the change or conditions, and if it finds that the circumstance is a change, District shall provide a change proposal delineating the changed or unforeseen condition and an increase or decrease of costs, for SRSD's approval.

4. **SRSD'S RESPONSIBILITIES**

SRSD agrees to perform the following:

- A. Permits: SRSD shall obtain any permits that may be necessary from the City of San Rafael for construction of the Project.
- B. Payment: The District will invoice SRSD in monthly as invoices are received from the contractor. SRSD shall pay District within thirty (30) days after receipt of undisputed invoice.

- C. Review of Construction Documents: SRSD shall review the construction documents within ten working days of submittal. If SRSD fails to approve or provide written comments on the any set of the Construction Documents within the review period, SRSD shall be deemed to have approved such Construction Documents. SRSD may not unreasonably withhold approval as long as the construction documents are consistent with the design-build engineering documents in Exhibit B.
- D. Staffing: SRSD agrees to provide adequate staffing to effectively review, inspect and approve construction of the SRSD Work. SRSD shall designate appropriate Staff to review, inspect and approve construction activities related to construction of the SRSD Work.
- E. Inspection: SRSD shall be responsible for timely inspecting and approving the work for the SRSD Work, at no cost to the District. SRSD may not direct or provide instruction to the District's contractor in any way.
- F. Construction Support: SRSD may provide support to the contractor during construction in order to realize cost savings. Support activities could include such tasks as redirecting sewage flow to eliminate need for a pump around, or removing effluent from the isolated line for treatment. The support activities must be approved by the District in writing prior to implementing them.
- G. Schedule: SRSD acknowledges that time is of the essence and that completion of the SRSD Work is necessary so as to not delay the Larkspur Extension Project.
- H. Maintenance: SRSD shall be deemed the owner and operator of the SRSD Work and shall continue to be responsible for all on-going operation and future maintenance and costs associated with the SRSD Work.

## **5. ADDITIONAL REQUIREMENTS**

### **A. Amendments to Agreement**

This Agreement may be amended only by the mutual written consent of both parties.

### **B. Indemnification**

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation of the amount or type of acts, disability benefit acts, or other employee benefit acts.

C. Termination

Either party may terminate this Agreement by giving 30-days prior written notice to the other party, in the manner described in Section 5.D of this Agreement, of its intent to terminate. Should SRSD terminate this agreement, DISTRICT shall be entitled to receive the full payment for all costs rendered prior to termination and any claims, loss, damages or profit incurred by the District's contractor.

D. Notice

Unless otherwise requested by a party, all notices, demands, requests, consents or other communications which may be or are required to be given by either party to the other shall be in writing and shall be deemed effective upon service. Notices shall be deemed to have been properly given when served on the party to whom the same is to be given by hand delivery or by deposit in the United States mail addressed to the party as follows:

District: Bill Gamlen, P.E.  
Chief Engineer  
Sonoma-Marin Area Rail Transit  
5401 Old Redwood Highway, Suite 200  
Petaluma, California 94954

SRSD: Doris Toy  
District Manager/District Engineer  
San Rafael Sanitation District  
111 Morpew Street  
San Rafael, CA 94915-1560

When a notice is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business day. When a notice or payment is sent via United States Mail, it shall be deemed received seventy-two (72) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid. In all other instances, notices, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

E. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

F. Entire Agreement

This instrument contains the entire agreement between the parties, and no statement, promise, or inducement made by either party or agents of the



parties that is not contained in this written contract shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by the parties.

G. No Third Party beneficiary

This Agreement is between the Parties and no other person or entity is an express, intended, or implied third party beneficiary hereof.

H. Waiver

Unless agreed to in writing by the Parties, the waiver by a Party of any breach, violation, or default of a provision of this Agreement will not operate as a waiver of any subsequent breach, violation, or default of that or of any other provision of this Agreement. No extension of time for the performance of any obligation or act required by a Party hereunder will be deemed to be an extension of time for the performance of any other obligation or act.

I. Unenforceable Provisions

If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid or unenforceable, the Parties agree that such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby. If necessary to effectuate the intent of the Parties, the Parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

J. Counterparts

This Agreement may be executed in two or more counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile or otherwise) to the other Party.

—THIS SPACE INTENTIONALLY LEFT BLANK—

IN WITNESS WHEREOF, the District and SRSD have executed this Agreement as of the date first above written.

SAN RAFAEL SANITATION DISTRICT (SRSD): SONOMA MARIN AREA RAIL TRANSIT (SMART):

By: \_\_\_\_\_  
Doris Toy,  
District Manager/District Engineer

By: \_\_\_\_\_  
Farhad Mansourian  
General Manager, SMART

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jack F. Govi  
Assistant County Counsel

By: \_\_\_\_\_  
Tom Lyons  
SMART Counsel

## EXHIBIT A



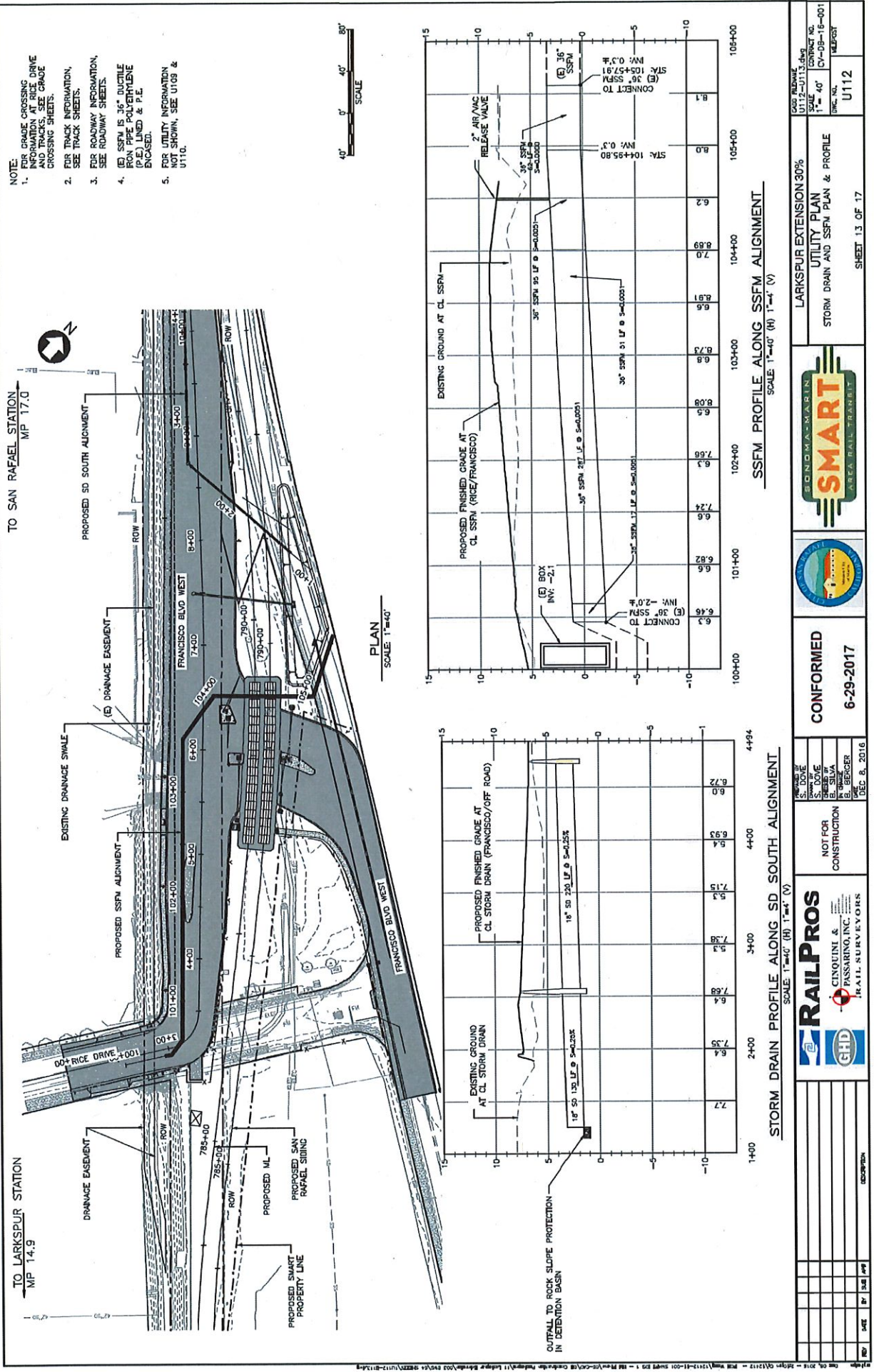


EXHIBIT A1





## EXHIBIT B



**REVISED - BAFO 6/5/2017 - FORM BS - BID SCHEDULE - LARKSPUR EXTENSION**  
(Milepost 14.8 to Milepost 17.0)

BID ITEM NUMBER	ITEM NAME	QTY	UNIT	UNIT COST	COST
1	Site Preparation	1	LS	\$1,130,000.00	\$1,130,000.00
2A	Trackwork	1	LS	\$6,450,000.00	\$6,400,000.00
2B	Track at Grade Crossings	1	LS	\$750,000.00	\$750,000.00
2C	MUP Fencing and Gates	1	LS	\$100,000.00	\$100,000.00
2D	Palisade Fence and Gate	1	LS	\$50,000.00	\$50,000.00
2E	Rice Drive Additional 8' High Security Fence	400	LF	\$58.00	\$23,200.00
2F	Provisional Sum: 6' Chain Link Fence	2000	LF	\$32.50	\$65,000.00
2G	Provisional Sum: 4' Chain Link Fence	600	LF	\$27.00	\$16,200.00
2H	Provisional Sum: High Security Fence	100	LF	\$34.00	\$3,400.00
2I	Provisional Sum: 8' High Security Fence	2000	LF	\$58.00	\$116,000.00
3	Special Trackwork	1	LS	\$528,000.00	\$528,000.00
4	Drainage	1	LS	\$1,345,000.00	\$1,345,000.00
5	Roadway	1	LS	\$3,700,000.00	\$3,700,000.00
6	Traffic Signal and Illumination	1	LS	\$805,685.30	\$805,685.30
7A	Utilities (Excluding Sanitary Sewer Force Main)	1	LS	\$425,000.00	\$425,000.00
7B	Sanitary Sewer Force Main	1	LS	\$600,000.00	\$600,000.00
8	AC Power	1	LS	\$1,000,000.00	\$1,000,000.00
9A	Sheet Pile Walls	1	LS	\$800,000.00	\$800,000.00
9B	Miscellaneous Walls	1	LS	\$460,000.00	\$460,000.00
9C	Structural Culverts	1	LS	\$275,000.00	\$275,000.00
10	Tunnel Improvements	1	LS	\$100,000.00	\$100,000.00
11A	Larkspur Station and Plaza	1	LS	\$1,375,000.00	\$1,375,000.00
11B	Larkspur Platform Shelters	2	EA	\$75,000.00	\$150,000.00
11C	District Field Office/Operations Trailer	1	LS	\$80,000.00	\$80,000.00
12A	Auburn Street Bridge	1	LS	\$200,000.00	\$200,000.00
12B	Unnamed Channel Bridge	1	LS	\$512,000.00	\$512,000.00
12C	San Rafael Creek Bridges	1	LS	\$1,450,000.00	\$1,450,000.00
13	Environmental Compliance and SWPPP	1	LS	\$750,000.00	\$750,000.00



to applicable safety orders of OSHA and the State of California Division of Industrial Safety.

8. Tunneling or pipe jacking under obstructions as required.
9. Restoration of irrigation systems in-kind.
10. Reconstruction/extension of existing pipe culverts of sixty (60) inches nominal diameter or less, including new headwalls, cleaning and grading.
11. Construction of new storm drains and sanitary sewers of sixty (60) inches nominal diameter or less, including manholes, drain inlets, catch basins, catch basin leads, side sewers, vacuum sewer systems (complete), and temporary bypassing of aforementioned systems, but excluding the sanitary sewer force main relocation at Rice Drive.
12. Construction or relocation of sanitary sewer force mains, including thrust blocks, pipe installation, sealing, joining to existing sewers, testing, and temporary bypassing.
13. Water connection to platform, hydrants, and Operations trailer at Larkspur station
14. Modifications to existing and new Multi-Use Pathway drainage structures in the vicinity of the Golden Gate private crossing.

The lump sum (LS) price for Utilities shall be paid for under the following bid item:

**BID ITEM 7A – UTILITIES (EXCLUSIVE OF SANITARY SEWER FORCE MAIN)**

The lump sum (LS) price for Sanitary Sewer Force Main shall include construction of new sanitary sewer force main in the vicinity of Rice Drive and extending under the tracks at Francisco Blvd. West, including manholes, temporary bypassing, connections to existing sanitary sewer force main, and removal of portions of existing sanitary sewer force main that are abandoned.

**BID ITEM 7B – SANITARY SEWER FORCE MAIN**


**8 – AC POWER**

The lump sum price for bid item AC Power shall include all materials, equipment and labor necessary for provision and activation of commercial AC Power at the locations indicated in the Baseline Documents.

1. Furnish and install secondary service poles, pull boxes, vaults, meter bases and empty conduits from Pacific Gas and Electric (PG&E) point of connection to tamper-proof service pedestals and meter bases, meters mounted on the side of Central Instrument Locations (CILs), installed per PG&E and NEC requirements.
2. D/B shall perform all work and coordination with the District and PG&E necessary to obtain an activated service at each location, based on the locations and equipment identified in the Contract Documents.
3. Furnish and install empty conduits from PG&E point of connection to transformer at Larkspur station. Final location of transformer at Larkspur station will be determined by the District during final design. Provide conduits sufficient to extend

6.b.

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

**DATE:** March 16, 2018  
**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 Sign an Agreement with WorkSmart Automation, Inc., for Programming Services for the San Pedro Pump Station Improvements Project

---

**RECOMMENDATION:**

Adopt resolution authorizing the District Manager/District Engineer to sign an Agreement with WorkSmart Automation, Inc., for programming services for the San Pedro Pump Station Improvements Project.

**BACKGROUND:**

At the December 22, 2017, Board meeting, the Board awarded the San Pedro Pump Station Improvements Project Rebid to Valentine Corporation. The contract specifications did not include the programming portion of work because District staff wanted this work to be performed by a consultant who is familiar with the programming of its pump stations.

Since WorkSmart Automation, Inc., has performed all the programming for our Cayes Main Pump Station, Glenwood Pump Station, and Loch Lomond Marina Pump Station, and installed the District's SCADA (Supervisory Control Data Acquisition) programming, staff asked WorkSmart to provide a proposal for the programming work for the San Pedro Pump Station Improvements Project.

**ANALYSIS:**

WorkSmart's staff has been responsive, has offered recommendations based upon their own experiences, and has performed extra work at fair costs.

WorkSmart has offered a proposal to perform the programming work for the San Pedro Pump Station Improvements Project at a lump-sum cost of \$39,000.

**FISCAL IMPACT:**

This project will be funded under the Pump Station and Force Main Capital Improvements Program in the current 2017-18 Budget.

**ACTION REQUIRED:**

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to sign an Agreement with WorkSmart Automation, Inc., for programming related services for the San Pedro Pump Station Improvements Project Rebid.

Attachments: Resolution  
Agreement

**SAN RAFAEL SANITATION DISTRICT**

**RESOLUTION NO. 18-1167**

**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 WORKSMART AUTOMATION, INC., FOR  
PROGRAMMING RELATED SERVICES FOR THE  
SAN PEDRO PUMP STATION IMPROVEMENTS PROJECT  
FOR AN AMOUNT NOT TO EXCEED \$39,000**

**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 WorkSmart Automation, Inc., for programming related services for the San Pedro Pump Station Improvements 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 16th day of March, 2018, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

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**Katie Rice, Acting Chairman**

**ATTEST:**

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**Maribeth Bushey, Secretary**



**PROFESSIONAL SERVICES AGREEMENT  
FOR PROGRAMMING RELATED SERVICES FOR THE  
SAN PEDRO PUMP STATION IMPROVEMENTS PROJECT**

This Agreement is made and entered into this 16th day of March, 2018, by and between the SAN RAFAEL SANITATION DISTRICT (hereinafter "DISTRICT"), and *WORKSMART AUTOMATION, INC.* (hereinafter "CONSULTANT").

**RECITALS**

WHEREAS, the DISTRICT has selected *WORKSMART AUTOMATION, INC.*, to perform the required programming related services for the "**San Pedro Pump Station Improvements Project**" (hereinafter "PROJECT") for the DISTRICT; 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. DAN JONES is hereby designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason, the CONSULTANT shall notify the DISTRICT within ten (10) business days of the substitution.

3. DUTIES OF CONSULTANT

CONSULTANT shall perform the duties and/or provide services as follows; the CONSULTANT agrees to provide professional services as a Programming Consultant to perform work outlined in the Proposal from CONSULTANT dated December 1, 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 lump-sum basis for services rendered as described in Exhibit "A" attached and incorporated herein. The total payment will not exceed the amount of \$39,000 as shown on the Proposal Budget, set out in Exhibit "A".

Payment will be made upon receipt by PROJECT MANAGER of an invoice 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 (Project Manager)  
San Rafael Sanitation District  
111 Morpew Street  
P.O. Box 151560  
San Rafael, CA 94915-1560

TO CONSULTANT: Mr. Dan Jones (Project Director)  
WorkSmart Automation, Inc.  
3112 O Street, Suite 11  
Sacramento, CA 95816

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 68-0486438, 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

WORKSMART AUTOMATION, INC.

ATTEST:

By: \_\_\_\_\_  
Dan Jones

\_\_\_\_\_  
Cynthia Hernandez  
District Secretary

Title: Director of Business Development

APPROVED AS TO FORM:

\_\_\_\_\_  
Jack F. Govi  
Assistant County Counsel



WorkSmart Automation, Inc.  
Software Automation Specialists  
836 57<sup>th</sup> Street, Suite 202  
Sacramento, CA 95819

Phone (916) 454-1718

December 1, 2017

**Quote: SRV17-3038.2**

TO: Doris Toy, P.E.  
District Manager/District Engineer  
San Rafael Sanitation District  
[Doris.Toy@cityofsanrafael.org](mailto:Doris.Toy@cityofsanrafael.org)

**EXHIBIT  
A**

FROM: Dan Jones  
WorkSmart Automation, Inc.

SUB: Quotation for Services – San Pedro Pump Station Programming Services

Hi Doris,

Pursuant to your request, WorkSmart Automation is pleased to submit this quotation for the above mentioned project. This quotation was generated based the contract documents we received from Mark Wilson via *DropBox* (dated 4-18-17 and 4/20/17) and our conference call with SRSD on 3-29-2017.

### Overview

WorkSmart Automation shall supply the programming and assist with startup of the PLC and OIT Panel system in accordance with the contract documents specified in Section 16100 – Electrical Requirements and 17200 – Control Descriptions. We shall utilize our own licensed copies of the development software required to program these devices.

The following outlines WorkSmart's scope of work for this project:

### Programming

The programming scope of tasks for WorkSmart Automation involves the following:

- **PLC Ladder Logic Programming (4 PLCs)**  
Provide programming for four (4) new PLCs in order to provide the control features specified and required to operate the new pump station and as specified. The four PLCs are as follows:
  1. Main San Pedro Pump Station PLC (referred to as SPPS)
  2. Pump 1 Control PLC
  3. Pump 2 Control PLC
  4. Pump 3 Control PLC

The SPPS PLC shall execute programming logic that monitors Pumping Pit levels / float switches. Based on the level of the Pumping Pits, the SPPS PLC will send requests to each of the three Pump Control PLCs to start and stop their respective pumps as needed.

The Pump Control PLCs will execute their own programming logic that monitors the status of the float switches. This allows the individual Pump Control PLC to start/stop its own pump in the event of SPPS PLC failure. Each Pump Control PLC essentially replaces a large portion of the hardwired relay logic that was present in each pump control cabinet in past SRSD Pump Station designs.



- **OIT Programming**  
Provide programming for the new OIT (operator interface terminal) located at the new MCC panel to provide graphical control, alarm and indication features specified and required to operate the new pump station locally.
- **SCADA Programming**  
Provide programming and configuration for the FactoryTalk SCADA system to provide graphical control, alarm, and indication features specified and required to operate the new pump station from a remote location such as the corporate yard.
- **Alternate Communications Methodology**  
Per our discussion during our meeting at SRSD on April 18, 2017, WorkSmart shall design and implement an alternate communications methodology between SCADA and the SPPS in an effort to reduce the amount of radio bandwidth used. WorkSmart shall program the SPPS PLC to make its data available to SCADA via the Modbus TCP protocol, which is more efficient than the native Ethernet IP protocol used by CompactLogix PLCs.

The FactoryTalk View SCADA software does not have built-in capability to communicate via Modbus. A company called Kepware manufactures a suite of communications drivers that can be used by any SCADA system. One of the included communications drivers is Modbus TCP.

For the San Pedro Pump Station project, WorkSmart shall perform the following tasks:

1. Install and configure the Kepware Modbus TCP Communications driver on the FactoryTalk View SCADA Server. Kepware can be run in demo mode for two hours at a time on a trial basis.
2. Configure a new Digi-One protocol converter to add Modbus TCP capability. This will require an additional Digi-One protocol converter (in addition to the Digi-One protocol converter that is currently specified – the currently specified Digi-One is used strictly for communications with the alarm annunciator panel).
3. Design the San Pedro SPPS PLC programming logic to map data to Modbus style addressing
4. Design the Factory Talk View screens for San Pedro to use the Modbus style addresses

WorkSmart shall query radio statistics using the existing RSLinx Enterprise communications driver and query radio statistics using the Modbus TCP communications driver. The results from both methods shall be compared in an effort to prove (or disprove) the effectiveness of Modbus versus Ethernet IP. If Modbus communications results in significant reduction of radio bandwidth used, this communications method can be reused as a template for future pump station designs. If Modbus communications does not result in any improvement, WorkSmart shall configure San Pedro PS to communicate using the RSLinx Enterprise communications driver to match existing stations.

In the event the alternate Modbus method is used, a fully licensed copy of the Kepware Modbus server and a 2<sup>nd</sup> Digi-One adapter will be required—this will be the responsibility of SRSD.

## **Testing**

A representative of WorkSmart Automation will attend and participate in the required testing as specified and required for pump station operation for the following specified tests:

- **Factory Test**  
WorkSmart Automation will attend and participate in the factory testing as specified and required for pump station operation.
- **Field Functional Acceptance Test (FAT)**  
WorkSmart Automation will participate in the field functional acceptance testing as specified and required for pump station operation.

## **Training**

WorkSmart Automation shall provide operator/user training on the devices we program (PLC, OIT, and SCADA) during a 1 –day visit consisting of two sessions. The first session shall be on-site at the pump station where we will review the program logic and discuss the operation and review the OIT graphics and how to operate the station using the available OIT displays. The second session will be on-site at the Corp yard where we will review the SCADA displays for the pump station and how to operate the station using the available SCADA displays.

## **Project Meetings**

WorkSmart Automation will attend up to three (3) project meetings on-site as requested by CONTRACTOR or DISTRICT throughout the course of the project.

## **Warranty**

WorkSmart Automation will warrant our programming and SCADA configuration for a period of one year from the date of acceptance as specified. We will correct any programming errors uncovered during this time at no additional charge. This warranty excludes operational changes and new features or changes to the PLC program, OIT and SCADA displays.

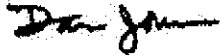
## **Assumptions / Exclusions**

- WorkSmart will contract directly with owner (DISTRICT).
- No hardware or installation of hardware or wiring is included in this quote.
- No PLC or OIT programming and development software licensing is included in this quote.
- All Testing Plans and Testing Forms required throughout the course of the project are to be provided by the CONTRACTOR.
- All Training manuals and study materials required for training throughout the course of the project are to be provided by the CONTRACTOR.
- No O&M material or Submittals are included in this quote. We assume these tasks will be provided by the CONTRACTOR.
- Any work requested outside the scope of this project will be quoted separately at WorkSmart's current labor and travel rates.
- WorkSmart carries \$1,000,000 in General liability insurance, \$1,000,000 in Professional Liability, and \$1,000,000 in Automobile Liability insurance for our clients. Amounts requested above these limits may require a change in contract price.

**Total costs for these services shall be \$39,000 lump sum.**

Please give me a call if you have any questions.

Best regards,

A handwritten signature in black ink, appearing to read "Dan Jones", with a stylized flourish at the end.


Dan Jones  
Director of Business Development  
WorkSmart Automation, Inc.

6.c.

**SAN RAFAEL SANITATION DISTRICT**  
*Agenda Item No. 6.c.*

**DATE:** March 16, 2018

**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 Sign an Agreement with Nute Engineering for Design Related Services for the 36-Inch Trunk Sewer Relocation Project for the Caltrans San Rafael Harbor Bridge Replacement Project

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**RECOMMENDATION:**

Adopt resolution authorizing the District Manager/District Engineer to sign an Agreement with Nute Engineering for design related services for the 36-Inch Trunk Sewer Relocation Project for the Caltrans San Rafael Harbor Bridge Replacement Project.

**BACKGROUND:**

On February 1, 2018, several Caltrans engineers met with SRSD staff to explain their upcoming project, the "San Rafael Harbor Bridge Replacement Project." This project consists of replacing the bridge section at the Highway 101 Central San Rafael northbound off-ramp due to the scoured pier foundation, which includes widening and realigning the bridge. The District has a 36-inch trunk sewer line from Second Street to the North Francisco Pump Station, located on the east side of the off-ramp, which carries the flow from central and west San Rafael and the Dominican area. When Caltrans replaces its bridge, a section of the 36-inch sewer line that is currently on the west shoulder of the off-ramp will be in the first left lane. This future location will cause difficulties in maintaining the sewer facilities due to heavy traffic (see attached sketch).

SRSD and Caltrans staff have been working together and discussing options for the relocation of the sewer facilities and have arrived at two conceptual alternatives:

1. Relocate approximately 60 feet of sewer facilities to the west, parallel to the existing sewer alignment.
2. Install new sewer facilities that cross the off-ramp in a skewed alignment and abandon the existing sewer.

Caltrans is planning to finish its design of the Bridge project by June 2018 and will begin construction in the spring or summer of 2019. Because of their tight timeline, Caltrans staff prefers that the District design and relocate its facilities prior to the start of the Caltrans project. Again, due to the tight schedule, District staff requested Nute Engineering to participate in its most recent meeting with Caltrans on February 16<sup>th</sup>. After the meeting, District staff requested Nute Engineering to provide a proposal for the design of the two alternatives referenced above.

## **ANALYSIS:**

Nute Engineering has submitted a proposal describing the two alternatives. The first alternative consists of replacing the sewer line located parallel to the existing line on a time-and-materials basis for a cost not to exceed \$44,000. The second alternative is to design a new pipe across the off-ramp for a cost that will not exceed \$55,000.

In the past couple of meetings with Caltrans, they advised District staff that they would reimburse the District for its design and construction costs. District staff then requested Caltrans to state that in writing. However, on March 13<sup>th</sup>, the District received a letter from the Caltrans Right-of-Way Division requesting documentation showing that either the sewer facilities were there first or that a utility agreement had been signed with Caltrans in order to determine liability. District staff found a drawing showing the sewer facilities at the off-ramp in 1954, which is prior to the State's ownership in the 1960's and submitted this drawing to Caltrans on March 14<sup>th</sup>. District staff is currently waiting for Caltrans to respond.

## **FISCAL IMPACT:**

This project will be funded under the 80-Year Life Cycle Sewer Replacement Program from the current 2017-18 Budget with the possibility of full reimbursement from the State of California.

## **ACTION REQUIRED:**

### Option 1.

That the Board adopt the resolution authorizing the District Manager/District Engineer to sign an Agreement with Nute Engineering for design related services for the 36-Inch Trunk Sewer Relocation Project for the Caltrans San Rafael Harbor Bridge Replacement Project. Staff recommends this option.

### Option 2.

That the Board adopt the resolution authorizing the District Manager/District Engineer to sign an Agreement with Nute Engineering for design related services for the 36-Inch Trunk Sewer Relocation Project for the Caltrans San Rafael Harbor Bridge Replacement Project pending receipt of a letter from Caltrans stating that they will fully reimburse the District for the relocation of its sewer facilities. With this option, the District will be taking a chance on whether it will be able to meet the Caltrans schedule. If the District cannot comply with the Caltrans schedule, Caltrans will need to incorporate the sewer relocation in its Bridge project.

### Option 3:

Do nothing.

- a. If the Board waits for the letter from Caltrans stating that it will fully reimburse the District and then adopts the resolution authorizing Nute to provide design services at its April 23<sup>rd</sup> meeting, the District will not be able to meet the Caltrans schedule. Caltrans will then have to include the sewer design into their project.
- b. If Caltrans determines that it is the District's responsibility to relocate its facilities, the Board can then decide at a future meeting to do nothing, which will then result in the District facilities being located in the new off-ramp or relocating the sewer facilities after the Caltrans Bridge Project has been completed.

Attachments: Sketch of SRSD facilities at Central San Rafael Off-Ramp  
Resolution  
Agreement



**Option 1 - Relocate Sewer to West**

**Option 2 - New Sewer across Off Ramp**

**Option 2- Abandon EX 36" SS**

**EX 36" SS will be in First Left Lane in Future Off Ramp**

**North Francisco Pump Station**

Labels on map: IRWIN ST, 2ND ST, HWY 101, HWY 101 RAMP, FRANCISCO BLVD W, HETHERINGTON ST, MH172, MH171, MH170, MH169, MH168, MH167, MH166, MH165, MH164, MH163, MH162, MH161, MH160, MH159, MH158, MH157, MH156, MH155, MH154, MH153, MH152, MH151, MH150, MH149, MH148, MH147, MH146, MH145, MH144, MH143, MH142, MH141, MH140, MH139, MH138, MH137, MH136, MH135, MH134, MH133, MH132, MH131, MH130, MH129, MH128, MH127, MH126, MH125, MH124, MH123, MH122, MH121, MH120, MH119, MH118, MH117, MH116, MH115, MH114, MH113, MH112, MH111, MH110, MH109, MH108, MH107, MH106, MH105, MH104, MH103, MH102, MH101, MH100, MH99, MH98, MH97, MH96, MH95, MH94, MH93, MH92, MH91, MH90, MH89, MH88, MH87, MH86, MH85, MH84, MH83, MH82, MH81, MH80, MH79, MH78, MH77, MH76, MH75, MH74, MH73, MH72, MH71, MH70, MH69, MH68, MH67, MH66, MH65, MH64, MH63, MH62, MH61, MH60, MH59, MH58, MH57, MH56, MH55, MH54, MH53, MH52, MH51, MH50, MH49, MH48, MH47, MH46, MH45, MH44, MH43, MH42, MH41, MH40, MH39, MH38, MH37, MH36, MH35, MH34, MH33, MH32, MH31, MH30, MH29, MH28, MH27, MH26, MH25, MH24, MH23, MH22, MH21, MH20, MH19, MH18, MH17, MH16, MH15, MH14, MH13, MH12, MH11, MH10, MH9, MH8, MH7, MH6, MH5, MH4, MH3, MH2, MH1, MH0.

**Option 2- Abandon  
EX 36" SS**

**SAN RAFAEL SANITATION DISTRICT**

**RESOLUTION NO. 18-1168**

**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 RELATED SERVICES FOR THE  
36-INCH TRUNK SEWER RELOCATION PROJECT FOR THE  
CALTRANS SAN RAFAEL HARBOR BRIDGE REPLACEMENT PROJECT  
FOR AN AMOUNT NOT TO EXCEED \$55,074**

**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 related services to for the 36-Inch Trunk Sewer Relocation Project for the Caltrans San Rafael Harbor Bridge 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 16th day of March, 2018, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

**SAN RAFAEL SANITATION DISTRICT**

---

**Katie Rice, Acting Chairman**

**ATTEST:**

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**Maribeth Bushey, Secretary**

**PROFESSIONAL SERVICES AGREEMENT  
FOR DESIGN RELATED SERVICES FOR THE 36-INCH  
TRUNK SEWER RELOCATION PROJECT FOR THE CALTRANS  
SAN RAFAEL HARBOR BRIDGE REPLACEMENT PROJECT**

This Agreement is made and entered into this 16th day of March, 2018, 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 related services for the **"36-Inch Trunk Sewer Relocation Project for the Caltrans San Rafael Harbor Bridge 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 13, 2018, 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 \$55,074.

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 Morpew 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 13, 2018

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

**Re: Proposal for 36 Inch Trunk Sewer Relocation Project  
Planned Caltrans San Rafael Way Bridge and Exit Ramp Reconstruction**

Dear Doris:

In response to your request at the San Rafael Sanitation District, Caltrans and Nute Engineering conference call on February 16, 2018, 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 36 inch trunk sewer main located on the west side of the Caltrans Central San Rafael exit ramp at the intersection of Second and Irwin Street in San Rafael. This relocation is being required as portions of the existing sewer are within planned Caltrans reconstruction of the exit ramp and San Rafael Canal Bridge.

The District's 36 inch trunk sewer crosses from Central San Rafael on the west side of the 101 Freeway. This sewer pipeline brings most of the west side wastewater to the North Francisco Pump Station on the east side of Highway 101.

## **BACKGROUND**

The City of San Rafael is bisected by the State Highway 101. Historically, this highway was not multi-lane but the presence of this right of way was cause for the Sanitation District to minimize and modify their sewer highway crossings. Today, there are two highway sewer crossings: a smaller diameter sewer crossing at Third Street which serves the northeast side of San Rafael, conveying sewage to the Second Street trunk sewer system by crossing the highway from east to west; and the large diameter, 36 inch trunk sewer which crosses the highway, from the west to the east, near Second Street.

The Second Street trunk sewer is the main sewer running east and west and serving all of central and west San Rafael between Miracle Mile and eventually via the 36 inch diameter trunk sewer leading to the District's North Francisco Pump Station, which pumps directly to the CMSA Treatment Plant.



## SCOPE OF WORK

Any excavation in the vicinity of the existing trunk sewer will likely encounter high groundwater and alluvial or bay mud ground conditions. Therefore, the construction Contractor will need to employ careful shoring methods to prevent trench wall caving. During the February 16<sup>th</sup> conference call two alternate sewer relocation plans were discussed:

- Relocate trunk sewer line parallel to existing trunk sewer towards the west, widened Caltrans ramp.
- Trench across off-ramp to construct new trunk sewer to North Francisco Pump Station and abandon existing trunk sewer within planned Caltrans ramp. (This alternative will require a skewed alignment crossing of a Caltrans right of way and Caltrans ROW Department approval.)

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

### Alternate Design Services - Schedule A - Preparation of Plans and Specifications for the Parallel Realignment of 36 inch Pipeline on West Side of Tracks

1. Investigate the planned construction of approximately 100 feet of a new 36" pipeline parallel and west of the existing trunk sewer and review pipeline constructability issues, including utility conflicts, freeway bents conflicts and overhead structure conflicts, ramp closure and traffic control, and sewer bypass design during construction. After Caltrans/District staff meeting, summarize findings in a written letter report.
2. Conduct our own topographical survey, tying in CALTRANS control points and add existing pipeline and utility depth data.
3. Prepare plan drawings showing the sewer pipeline relocation, sewer bypass directions, traffic control and construction details, freeway bents conflicts and overhead structure conflicts.
4. Prepare technical specifications and/or contract documents as necessary for the project.
5. Confer with San Rafael Public Works staff and Caltrans regarding traffic control requirements necessary for this work alongside the Central San Rafael exit ramp. Incorporate the agreed upon requirements 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. It is our understanding this design will also be reviewed by Caltrans and the District and there will be minimum one (1) planning meeting related to the implementation of this project and will require additional coordination time to address comments received from the agencies.
8. We will attend two (2) meetings with District staff to review the planned project.

Alternate Design Services - Schedule B - Preparation of Plans and Specifications for the Realignment of 36 inch Pipeline by New Crossing of Central San Rafael Exit Ramp to North Francisco Pump Station

1. Investigate the alternate project of crossing the Central San Rafael Caltrans Ramp and review pipeline constructability issues, including utility conflicts, ramp closure and traffic control, and sewer bypass design during construction. After Caltrans/District staff meeting, summarize findings in a written letter report.
2. Conduct our own topographical survey, tying in CALTRANS control points and add existing pipeline and utility depth data.
3. Prepare plan drawings showing the sewer pipeline relocation, sewer bypass directions, traffic control and construction details.
4. Prepare technical specifications and/or contract documents as necessary for the project.
5. Confer with San Rafael Public Works staff and Caltrans regarding traffic control requirements necessary for this work alongside the Central San Rafael Exit Ramp. Incorporate the agreed upon requirements 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. It is our understanding this design will also be reviewed by Caltrans and the District at one (1) planning meeting related to the implementation of this project and there will be comments from the agencies which will need to be addressed.
8. We will attend two (2) meetings with District staff to review the planned project.

## **SCHEDULE**

The construction of the Caltrans San Rafael Way Bridge and Exit Ramp Project is to be undertaken during the 2019 construction season. However, Caltrans has indicated that they need the District's Plans by June 1, 2018. The following is the proposed schedule for the project design:

## **Trunk Sewer Main Relocation Project – 2018**

- SRSD Board approves proposal – Second week of March, 2018
- 35% submittal, preliminary plans – April 9, 2018
- 90% submittal, plans and specifications – May 7, 2018  
(District staff one week review)
- 100% submittal, full size plans, specifications and engineer's estimate –  
May 28, 2018

### **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. (It is possible that Caltrans has already conducted geotechnical investigations and the District may be able to obtain a copy for their own use.)
2. Hazardous materials investigations, assessment or removal.
3. Locating or potholing of underground utilities.
4. Existing pavement evaluation. District, or Caltrans will provide specific pavement restoration guidance from Public Works to Nute Engineering for the design as necessary. For purposes 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 trunk sewer main will likely move it out of the existing right of way and a new Caltrans and City encroachment permit 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.

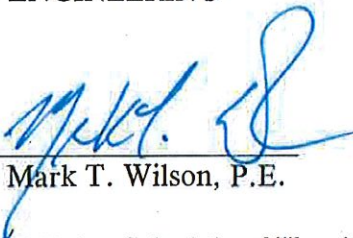
## ENGINEERING FEE

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:

Alternate Schedule A Services	\$ 44,000
Alternate Schedule B Services	\$ 55,000

Very truly yours,

NUTE ENGINEERING

By:   
Mark T. Wilson, 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
<b>LITIGATION SERVICES</b>	
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  
36" TRUNK SEWER RELOCATE FOR CALTRANS RAMP RECONSTRUCTION  
PROPOSAL FOR ENGINEERING SERVICES  
PROJECT ESTIMATING SHEET

SCHEDULE A: Relocate 36" Sewer in Parallel Alignment									
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 trunk main relocation constructability, utilities and sewer bypass issues			12	20					
2. Conduct project topo survey and monitor third party potholing, if necessary				10			\$2,400	\$240	
3. Prepare plan drawings for trunk main relocation			12	10	90				
4. Prepare technical specifications and contract documents, if necessary				10		29			
5. Confer with San Rafael PW Dept. and Caltrans regarding traffic control and night work			4	6					
6. Prepare a final estimate of the project construction cost			6	6					
7. Attend one (1) meeting with Caltrans and District, incorporate Agency comments.			6	6					
8. Attend two (2) meeting with staff to review the project			8	6					
Hours			48	74	90	29			
Cost			\$9,216	\$13,468	\$15,570	\$3,074	\$2,400	\$240	\$43,968

SCHEDULE B: Relocate 36" Sewer by Crossing Exit Ramp									
Description	Rate \$/Hr	Principal Engineer	Senior Engineer	Engineer III	Senior Designer	Tech Admin Support	Direct Cost	Direct Cost Markup	TOTAL
Schedule B Services - Design and Prepare Plans and Specifications									
1. Investigate and review trunk main relocation constructability, utilities and sewer bypass issues			14	20					
2. Conduct project topo survey and monitor third party potholing, if necessary				10			\$3,500	\$350	
3. Prepare plan drawings for trunk main relocation to cross Highway exit ramp			16	16	120				
4. Prepare technical specifications and contract documents, if necessary				12		28			
5. Confer with San Rafael PW Dept. and Caltrans regarding traffic control and night work			6	12					
6. Prepare a final estimate of the project construction cost			6	8					
7. Attend one (1) meeting with Caltrans and District, incorporate Agency comments			6	8					
8. Attend two (2) meeting with staff to review the project			8	6					
Hours			56	92	120	28			
Cost			\$10,752	\$16,744	\$20,760	\$2,968	\$3,500	\$350	\$55,074



## Budget Status

## San Rafael Sanitation District

July 1, 2017 through December 31, 2017

OPERATING FUND				
ACCOUNT NUMBER - DESCRIPTION OF ITEM	ANNUAL BUDGET 17-18	ACTUAL	BUDGET REMAINING	Actual as % of Budget
<b>FUND BALANCE AT JUNE 30, 2017</b>	<b>13,577,850</b>	<b>13,577,850</b>	<b>-</b>	
<b>REVENUE</b>				
400000 · Sewer assessments and charges	16,640,112 <sup>1</sup>	9,392,078	(7,248,034)	56%
410010 · Connection fees	71,503	45,347	(26,156)	63%
451000 · Property taxes	1,618,767	836,116	(782,651)	52%
4410125 · Interest income	92,011	94,626	2,615	103%
<b>Total Revenue</b>	<b>18,422,393</b>	<b>10,369,696</b>	<b>(8,052,697)</b>	<b>56%</b>
<b>TOTAL RESOURCES AVAILABLE</b>	<b>32,000,243</b>	<b>23,947,546</b>	<b>(8,052,697)</b>	
<b>EXPENDITURES</b>				
<b>Supplies and Services</b>				
2361 · Contract with San Rafael	2,987,232	1,538,059	1,449,173	51%
2388 · Training and education	1,758	1,675	83	95%
2477 · Conferences	5,500	-	5,500	0%
2131 · Memberships and subscriptions	14,500	10,814	3,686	75%
2534 · Telephone service	15,225	10,377	4,848	68%
2282 · Director's fees	5,000	1,600	3,400	32%
2713 · Legal services	30,000	14,995	15,005	50%
2325 · Consulting services	65,000	28,649	36,351	44%
2717 · Accounting fees	56,200	31,500	24,700	56%
2716 · Tax collection fees	38,340	24,259	14,081	63%
2059 · General insurance	117,321	59,562	57,759	51%
2051 · Claims and deductibles	35,000	3,105	31,895	9%
2321 · Public outreach	20,000	-	20,000	0%
2221 · Legal notice publications	1,500	-	1,500	0%
2122 · Rebates, refunds of conn fees	10,000	-	10,000	0%
2133 · Office & shop supplies	10,000	2,126	7,874	21%
2389 · Miscellaneous expenses	1,500	271	1,229	18%
2359 · Maint - pump sta's and force mains	213,231	36,872	176,359	17%
2360 · O&M - collection systems	140,000	23,483	116,517	17%
2535 · Electric utility costs	206,788	71,386	135,402	35%
2536 · Water utility costs	13,079	4,208	8,871	32%
2363 · Standby services	40,000	8,741	31,259	22%
2083 · Parts and repairs vehicles	50,000	15,692	34,308	31%
2106 · Odor control chemicals	84,000	39,100	44,900	47%
2021 · Uniforms	10,000	3,636	6,364	36%
2365 · Safety equipment and supplies	5,000	2,908	2,092	58%
4045 · Manhole raising	55,000	4,340	50,660	8%
4300 · FOG Program	29,383	4,493	24,890	15%
4188 · Facilities mapping services	61,471	-	61,471	0%
<b>Total Supplies and Services</b>	<b>4,322,028</b>	<b>1,941,851</b>	<b>2,380,177</b>	<b>45%</b>

<sup>1</sup> Revenue collection concentrated in second and fourth quarters of fiscal year.

# Budget Status

# San Rafael Sanitation District

July 1, 2017 through December 31, 2017

OPERATING FUND (Continued)				
ACCOUNT NUMBER - DESCRIPTION OF ITEM	ANNUAL BUDGET 17-18	ACTUAL	BUDGET REMAINING	Actual as % of Budget
<b>746040 - Central Marin Sanitation Agency</b>				
4112 - Sewage treatment	4,510,860	2,255,430	2,255,430	50%
4113 - Sewage treatment - debt service	1,859,855	1,468,860	390,995	79%
<b>Total 746040 - Central Marin Sanitation Agency</b>	<b>6,370,715</b>	<b>3,724,290</b>	<b>2,646,425</b>	<b>58%</b>
<b>Transfers to Capital Funds</b>				
Equipment acquisition fund	123,931	123,931	-	100%
80-year life-cycle sewer replacement fund	5,200,000	5,200,000	-	100%
Pump station & force main capital improvements	3,250,000	3,250,000	-	100%
<b>Total Transfers to Capital Funds</b>	<b>8,573,931</b>	<b>8,573,931</b>	<b>-</b>	<b>100%</b>
<b>Budget Status Summary</b>				
Total Supplies & Services	4,322,028	1,941,851	2,380,177	45%
Total Central Marin Sanitation District	6,370,715	3,724,290	2,646,425	58%
Total Transfers to capital funds	8,573,931	8,573,931	-	100%
<b>Total Budgeted Expenditures</b>	<b>19,266,674</b>	<b>14,240,072</b>	<b>5,026,602</b>	<b>74%</b>
<b>FUND BALANCE - ENDING</b>	<b>12,733,569</b>	<b>9,707,474</b>		

EQUIPMENT ACQUISITION FUND				
ACCOUNT NUMBER - DESCRIPTION OF ITEM	ANNUAL BUDGET 17-18	ACTUAL	BUDGET REMAINING	Actual as % of Budget
<b>FUND BALANCE AT JUNE 30, 2017</b>	<b>1,687,629</b>	<b>1,687,629</b>	<b>0</b>	
<b>REVENUE</b>				
Transfers from Operating Fund	123,931	123,931	-	100%
<b>TOTAL RESOURCES AVAILABLE</b>	<b>1,811,560</b>	<b>1,811,560</b>	<b>0</b>	<b>100%</b>
<b>EXPENDITURES</b>				
<b>Equipment Acquisitions</b>				
4830 - Vehicle and equipment acquisition	440,303	42,876	397,427	10%
<b>Total Equipment Acquisitions</b>	<b>440,303</b>	<b>42,876</b>	<b>397,427</b>	<b>10%</b>
<b>FUND BALANCE - ENDING</b>	<b>1,371,257</b>	<b>1,768,684</b>		

# Budget Status

July 1, 2017 through December 31, 2017

## San Rafael Sanitation District

### 80-YEAR LIFE-CYCLE SEWER REPLACEMENT FUND

ACCOUNT NUMBER - DESCRIPTION OF ITEM	ANNUAL BUDGET 17-18	ACTUAL	BUDGET REMAINING	Actual as % of Budget
<b>FUND BALANCE AT JUNE 30, 2017</b>	<b>7,057,331</b>	<b>7,057,331</b>	<b>-</b>	
<b>REVENUE</b>				
Transfers from Operating Fund	5,200,000	5,200,000	-	100%
<b>TOTAL RESOURCES AVAILABLE</b>	<b>12,257,331</b>	<b>12,257,331</b>	<b>-</b>	<b>100%</b>
<b>EXPENDITURES</b>				
<b>Capital Improvements - Expend</b>				
4301 · Sewer System condition/capacity	400,000	-	400,000	0%
4320 · Rehab of Beach Sewers-Bayside	200,000	-	200,000	0%
4311 · #22 El Cerrito to Forbes	470,000	-	470,000	0%
4321 · Miscellaneous Projects	640,000	-	640,000	0%
4302 · Rehab of Gravity Sewer	200,000	33,395	166,605	17%
4323 · Woodland Pl/Ave & Octavia	100,000	-	100,000	0%
4324 · Sun Valley-Calif, Solano, Alpine, Windsor	-	38,739	(38,739)	*
4329 · 2017 Sewer pipe repair and replace	800,000	446,700	353,300	56%
4330 · La Crescenta, Loma Linda (80)	850,000	721,564	128,436	85%
<b>Total 746010 · Capital Improvements - Expend</b>	<b>3,660,000</b>	<b>1,240,398</b>	<b>2,419,602</b>	<b>34%</b>
<b>FUND BALANCE - ENDING</b>	<b>8,597,331</b>	<b>11,016,933</b>		

### PUMP STATION & FORCE MAIN CAPITAL IMPROVEMENT FUND

ACCOUNT NUMBER - DESCRIPTION OF ITEM	ANNUAL BUDGET 17-18	ACTUAL	BUDGET REMAINING	Actual as % of Budget
<b>FUND BALANCE AT JUNE 30, 2017</b>	<b>1,696,311</b>	<b>1,696,311</b>	<b>(0)</b>	
<b>REVENUE</b>				
Transfers from Operating Fund	3,250,000	3,250,000	-	100%
<b>TOTAL RESOURCES AVAILABLE</b>	<b>4,946,311</b>	<b>4,946,311</b>	<b>(0)</b>	<b>100%</b>
<b>EXPENDITURES</b>				
<b>Capital Improvements - Expend</b>				
4147 · San Pedro Road Pump Station upgrade	2,100,000	36,836	2,063,164	2%
4151 · Force Main Condition Assessment	200,000	16,646	183,354	8%
4200 · Miscellaneous projects	140,000	-	140,000	0%
4142 · Stand Pipe at Pump Stations	100,000	-	100,000	0%
4148 · South Francisco Pump Station	100,000	-	100,000	0%
4152 · North Francisco Force Main	800,000	8,745	791,255	1%
<b>Total 746010 · Capital Improvements - Expend</b>	<b>3,440,000</b>	<b>62,227</b>	<b>3,377,773</b>	<b>2%</b>
<b>FUND BALANCE - ENDING</b>	<b>1,506,311</b>	<b>4,884,084</b>		





**MAHER ACCOUNTANCY**

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Financial Plumline

## ACCOUNTANTS' COMPILATION REPORT

Board of Directors  
San Rafael Sanitation District

Management is responsible for the accompanying special purpose statement of San Rafael Sanitation District (a California Special District) which comprise the budgetary status report for the period ended December 31, 2017, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on this special purpose budgetary comparison statement.

The special purpose statement is prepared in accordance with the budgetary basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. This report is intended for the information of the Board of Directors of the District.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the special purpose budgetary comparison statement, they might influence the user's conclusions about the District's results of operations. Accordingly, this special purpose budget status report is not designed for those who are not informed about such matters.

We are not independent with respect to the District because we performed certain accounting services that impaired our independence.

*Maher Accountancy*

San Rafael, California  
March 5, 2017

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