

**A G E N D A**  
**SPECIAL MEETING**  
**SAN RAFAEL SANITATION DISTRICT**  
**BOARD OF DIRECTORS**  
**WEDNESDAY – OCTOBER 31, 2018 - 9:00 A.M.**  
**SAN RAFAEL CITY HALL**  
**1400 FIFTH AVENUE – CONFERENCE ROOM 201**  
**SAN RAFAEL, CALIFORNIA 94901**

Members of the public may speak on Agenda items.

**1. OPEN PERIOD**

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

**2. MINUTES OF THE MEETING**

None submitted.

**3. PAYMENTS**

Request approval as submitted.

**4. OLD BUSINESS**

None.

**5. NEW BUSINESS**

- a. Adopt resolution of appreciation for Albert J. Boro.
- b. Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Nute Engineering for Design Related Services for the South Francisco Pump Station Improvement Project.
- c. Adopt resolution authorizing the District Manager/District Engineer to sign an Amendment to 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. Adopt resolution authorizing District Manager/District Engineer to sign an agreement with Pure Technologies for pipeline inspection services for the Force Main Condition Assessment Program.
- e. Discuss new Board meeting schedule.

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

**9. ADJOURNMENT**

The next scheduled meeting is November 26, 2018.

**SAN RAFAEL SANITATION DISTRICT**

**PAYMENT SUMMARY**

September 1, 2018 - September 30, 2018

Vendor/Payee

	Memo	Class	Acct #	Account Name	Amount
AAA BUSINESS SUPPLIES	Office Supplies - gold seals	100	2133	Office & shop supplies	\$ 4.89
AMERICAN MESSAGING SERVICE	Telephone Service - annual pager service	100	2534	Telephone service	\$ 138.23
ANCHOR SCIENTIFIC, INC.	Pump Stations - floats	200	2359	Maint- pump sta's & force mains	\$ 233.78
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 8/08/18	200	2021	Uniforms	\$ 137.72
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 8/15/18	200	2021	Uniforms	\$ 139.63
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 8/22/18	200	2021	Uniforms	\$ 137.72
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 8/29/18	200	2021	Uniforms	\$ 137.72
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 9/05/18	200	2021	Uniforms	\$ 151.02
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 9/12/18	200	2021	Uniforms	\$ 177.62
AT&T *4667	Telephone Service - pump station dialers to CMSA from 7/20/18-8/19/18	100	2534	Telephone service	\$ 240.83
AT&T *8362	Telephone Service - land lines for pump stations and dialers from 8/02/18-9/01/18	100	2534	Telephone service	\$ 336.72
AT&T MOBILITY	Telephone Service - cell phone service from 7/04/18-8/03/18	100	2534	Telephone service	\$ 733.28
AT&T MOBILITY	Telephone Service - cell phone service from 8/04/18-9/03/18	100	2534	Telephone service	\$ 716.50
CALIFORNIA CAD SOLUTIONS INC	Consulting Services - annual sewer billing data import and update of billing site for FY 18-19 property tax billing	100	2325	Consulting services	\$ 5,000.00
CALIFORNIA CAD SOLUTIONS INC	Facilities Mapping Services - cleaning system group updates for July and August 2018	100	4188	Facilities mapping services	\$ 262.50
CENTRAL MARIN SANITATION AGENCY	CMSA Connection Fees - 498 Point San Pedro Road - San Pedro Elementary School	200	2210	Connection fees payable crmsa	\$ 47,091.60
CITY OF SAN RAFAEL	Vehicles - repair unit #8191	200	2083	Parts and repairs vehicles	\$ 707.27
CITY OF SAN RAFAEL	Vehicles - repair unit #8194	200	2083	Parts and repairs vehicles	\$ 640.32
CITY OF SAN RAFAEL	Vehicles - repair unit #8194	200	2083	Parts and repairs vehicles	\$ 692.44
CITY OF SAN RAFAEL	Vehicles - repair unit #8194	200	2083	Parts and repairs vehicles	\$ 421.90
CITY OF SAN RAFAEL	Vehicles - repair unit #8199	200	2083	Parts and repairs vehicles	\$ 435.14
CITY OF SAN RAFAEL	Vehicles - repair unit #8203	200	2083	Parts and repairs vehicles	\$ 536.25
COUNTY OF MARIN	Director Fees - Katie Rice on 8/27/18	100	2282	Director's fees	\$ 100.00
CSW/STUBER-STROEH ENGR GROUP INC.	Miramar and Miraflores Sewer Replacement Project - sanitary sewer rehab through 7/15/18	300	4306	Miramar and Miraflores (80)	\$ 10,505.50
CSW/STUBER-STROEH ENGR GROUP INC.	Miramar and Miraflores Sewer Replacement Project - sanitary sewer rehab through 8/19/18	300	4306	Miramar and Miraflores (80)	\$ 3,425.28
DEGEN, JORDAN	Collection System - reimbursement for plumbing service at 246 Center Street	200	2360	O&M - collection systems	\$ 350.00
EVOQUA WATER TECHNOLOGIES, LLC	Odor Control - odor control chemicals for Cayes Main, Lock Lomond, Glenwood PS delivered on 8/09/18	200	2106	Odor control chemicals	\$ 14,207.06
EVOQUA WATER TECHNOLOGIES, LLC	Vehicle & Equipment Acquisition - replace odor scrubber at West Railroad Pump Station	300	4830	Odor control chemicals	\$ 40,462.00
EWERS ENGINEERING INC	Force Main Condition Assessment Program Development, Phase 2 - engineering services for 9/14/17-6/30/18	300	4151	Force Main Condition Assess(10)	\$ 29,332.84
EWERS ENGINEERING INC	Force Main Condition Assessment Program Development, Phase 2 - engineering services for 7/01/18-8/07/18	300	4151	Force Main Condition Assess(10)	\$ 2,948.36
FORSTER & KROEGER INC.	Collection System - weed abatement - sewer easements	200	2360	O&M - collection systems	\$ 3,432.00
FORSTER & KROEGER INC.	Pump Stations - tree trimming - West Railroad PS	200	2359	Maint- pump sta's & force mains	\$ 1,424.00
GRAINGER	Pump Stations - light for Baypoint Pump Station	200	2359	Maint- pump sta's & force mains	\$ 64.83
GREG THE DRAINMAN	Collection System - plumbing service at 10 Madrona St.	200	2360	O&M - collection systems	\$ 300.00
JACKSON'S HARDWARE	Pump Station - mineral oil for cleaning pump parts	200	2359	Maint- pump sta's & force mains	\$ 10.89
MAHER ACCOUNTANCY	Accounting Services - August	100	2717	Accounting services	\$ 3,600.00
MAHER ACCOUNTANCY	Accounting Services - September	100	2717	Accounting services	\$ 3,600.00

MARIBETH BUSHEY	Director's Fees - Maribeth Bushey on 8/27/18	100	2282	Director's fees	\$	100.00
MARIN MUNICIPAL WATER DIS	Water - 44 Lagoon Rd. from 6/15/18 - 8/15/18	200	2536	Water utility costs	\$	46.57
MARIN MUNICIPAL WATER DIS	Water - 220 Tamal Vista Blvd. 7/03/18-08/27/18 - water for vacor truck	200	2536	Water utility costs	\$	990.51
MARIN MUNICIPAL WATER DIS	Water - 1271 Anderson Dr. from 6/09/18 - 8/09/18	200	2536	Water utility costs	\$	46.57
MARIN MUNICIPAL WATER DIS	Water - 3106 Kerner Blvd. from 6/14/18 - 8/14/18	200	2536	Water utility costs	\$	46.57
MARIN MUNICIPAL WATER DIS	Water - Anderson Dr. from 6/09/18-8/09/18	200	2536	Water utility costs	\$	46.57
MARIN MUNICIPAL WATER DIS	Water - Castro Ave. from 6/13/18 - 8/13/18	200	2536	Water utility costs	\$	240.98
MARIN MUNICIPAL WATER DIS	Water - Catalina Blvd. from 6/13/18 - 8/13/18	200	2536	Water utility costs	\$	85.76
MARIN MUNICIPAL WATER DIS	Water - E. Francisco Blvd. from 6/13/18 - 8/13/18	200	2536	Water utility costs	\$	46.57
MARIN MUNICIPAL WATER DIS	Water - E. Francisco Blvd. from 6/14/18 - 8/14/18	200	2536	Water utility costs	\$	214.84
MARIN MUNICIPAL WATER DIS	Water - Montecito Rd. from 6/14/18 - 8/14/18	200	2536	Water utility costs	\$	58.31
MARIN MUNICIPAL WATER DIS	Water - N San Pedro Rd. from 6/15/18 - 8/15/18	200	2536	Water utility costs	\$	46.57
MARIN MUNICIPAL WATER DIS	Water - Peacock Dr. from 6/15/18 - 8/15/18	200	2536	Water utility costs	\$	46.57
MARIN MUNICIPAL WATER DIS	Water - PT San Pedro Rd. from 6/14/18 - 8/14/18	200	2536	Water utility costs	\$	46.57
MARIN MUNICIPAL WATER DIS	Water - Riviera Dr. from 6/15/18 - 8/15/18	200	2536	Water utility costs	\$	46.57
MARIN MUNICIPAL WATER DIS	Water - Simms St. from 6/09/18 - 8/09/18	200	2536	Water utility costs	\$	50.55
MARIN MUNICIPAL WATER DIS	Water - Woodland Ave from 6/09/18-8/09/18	200	2536	Water utility costs	\$	77.63
MARIN RESOURCE RECOVERY INC	Pump Stations - dump fees for tree trimmings from West Railroad PS	200	2359	Maint- pump sta's & force mains	\$	75.00
MARIN RESOURCE RECOVERY INC	Pump Stations - dump fees for weed removal from sewer easements	200	2360	O&M - collection systems	\$	75.00
MILLER PACIFIC ENGINEERING GROUP	Caltrans San Rafael Harbor Bridge - geotechnical services from 6/18/18-8/26/18	300	4331	Caltrans SR Harbor Bridge (80)	\$	3,200.00
NUTE ENGINEERING	Caltrans San Rafael Harbor Bridge - services from 7/01/18-7/31/18	300	4331	Caltrans SR Harbor Bridge (80)	\$	1,920.00
NUTE ENGINEERING	Consulting Services - revise standard specs services from 7/01/18-7/31/18	100	2325	Consulting services	\$	659.00
NUTE ENGINEERING	N. Francisco FM Relocation Project - services from 7/01/18-7/31/18	300	4152	North Francisco Force Main (10)	\$	288.00
NUTE ENGINEERING	San Pedro Pump Station Improvement Project Rebid - services from 7/01/18-7/31/18	300	4147	San Pedro Pump Station (10)	\$	4,836.50
PERIN - BATTERIES PLUS	Office Supplies - batteries	100	2133	Office & shop supplies	\$	15.70
PERIN - BATTERIES PLUS	Pump Stations - battery for Baypoint Pump Station uninterruptible power supply	200	2359	Maint- pump sta's & force mains	\$	30.47
PG&E a/c 2480926202-5	Power - service for pump stations 7/10/18-8/08/18	200	2535	Electric utility costs	\$	10,204.65
PHILLIPS, GARY	Director's Fees - Gary O. Phillips on 8/27/18	100	2282	Director's fees	\$	100.00
PICON FRP, INC.	Pump Stations - replace grating in scrubber at West Railroad Pump Station	200	2359	Maint- pump sta's & force mains	\$	9,911.76
PLATT	Pump Stations - light bulbs for pump stations	200	2359	Maint- pump sta's & force mains	\$	15.83
PUMP REPAIR SERVICE CO	Pump Stations - Bret Harte Pump Station - parts for flygt pump	200	2359	Maint- pump sta's & force mains	\$	1,282.93
PUMP REPAIR SERVICE CO	Pump Stations - Cayes Main Pump Station - parts for flygt pump	200	2359	Maint- pump sta's & force mains	\$	3,303.79
PUMP REPAIR SERVICE CO	Pump Stations - Loch Lomond Pump Station - parts for flygt pump	200	2359	Maint- pump sta's & force mains	\$	594.60
PUMP REPAIR SERVICE CO	Pump Stations - repair pump at Kerner B Pump Station	200	2359	Maint- pump sta's & force mains	\$	3,679.66
RACO	Pump Stations - service to autodialer	200	2359	Maint- pump sta's & force mains	\$	245.25
ROTO-ROOTER SEWER SERVICE INC	Collection System - spot repair at 137 Bungalow Ave.	200	2360	O&M - collection systems	\$	3,637.50
ROTO-ROOTER SEWER SERVICE INC	Rehab Gravity Sewer System - clean and televise lateral at 732 Fourth Street (Spotless Cleaners)	300	4302	Rehab of Gravity Sewer (80yr)	\$	920.00
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Francisco Blvd. East flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	1,648.03
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Francisco Blvd. East flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	4,337.91
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Francisco Blvd. East flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	1,387.57



ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Francisco Blvd. East flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	3,395.91
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Second St. (A to Tamalpais) flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	3,564.00
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Second St. (A to Tamalpais) flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	7,377.04
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Second St. (A to Tamalpais) flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	4,890.00
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Second St. (A to Tamalpais) flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	8,037.12
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Second St. (A to Tamalpais) flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	1,113.75
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Second St. (A to Tamalpais) flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	4,928.00
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Second St. (A to Tamalpais) flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	3,920.00
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Second St. (A to Tamalpais) flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	870.00
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Second St. (A to Tamalpais) flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	7,918.40
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Second St. (A to Tamalpais) flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	6,682.50
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Second St. (A to Tamalpais) flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	3,315.00
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Second St. (A to Tamalpais) flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	4,455.00
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Second St. (A to Tamalpais) flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	2,895.75
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Second St. (A to Tamalpais) flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	4,058.88
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Second St. (A to Tamalpais) flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	670.00
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Second St. (A to Tamalpais) flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	4,900.50
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Second St. (A to Tamalpais) flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	3,953.60
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Second St. (A to Tamalpais) flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	5,208.00
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Second St. (A to Tamalpais) flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	2,632.00
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Second St. (A to Tamalpais) flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	2,673.00
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Second St. (A to Tamalpais) flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	672.00
ROTO-ROOTER SEWER SERVICE INC	Sewer System Conditional Capacity - Second St. (A to Tamalpais) flushing and televising project	300	4301	Sewer Syst cond/capacity (80)	\$	4,455.00
ROTO-ROOTER SEWER SERVICE INC	Standby - service at 23 Sonoma Street	200	2363	Standby services	\$	487.50
ROTO-ROOTER SEWER SERVICE INC	Standby - service at 161 Maywood Way	200	2363	Standby services	\$	325.00
ROTO-ROOTER SEWER SERVICE INC	Standby - service at 261 Union Street	200	2363	Standby services	\$	650.00
ROY'S SEWER SERVICE INC	Collection System - sewer cleaning in easements at various locations	200	2360	O&M - collection systems	\$	14,950.00
SEQUOIA SAFETY SUPPLY COM	Safety Equipment - gloves	200	2365	Safety equipment and supplies	\$	112.16
SEQUOIA SAFETY SUPPLY COM	Safety Equipment - gloves	200	2365	Safety equipment and supplies	\$	207.45
STAPLES INC	Office Supplies - miscellaneous office supplies	100	2133	Office & shop supplies	\$	54.26
TIFCO INDUSTRIES	Pump Stations - lubricant for pump stations	200	2359	Maint- pump sta's & force mains	\$	60.41
TRANSBAY SECURITY SERVICE	Pump Stations - locks and keys for various pump stations	200	2359	Maint- pump sta's & force mains	\$	444.96
US BANK CORPORATE PAYMENT	Caltrans San Rafael Harbor bridge - publication of NIB for the Harbor Bridge Trunk Sewer Relocation project	300	4331	Caltrans SR Harbor Bridge (80)	\$	926.15
US BANK CORPORATE PAYMENT	Collection System - GoPro camera screen protector	200	2360	O&M - collection systems	\$	18.99
US BANK CORPORATE PAYMENT	Collection System - GoPro lens replacement kit	200	2360	O&M - collection systems	\$	12.98
US BANK CORPORATE PAYMENT	Collection System - lens cover for GoPro camera	200	2360	O&M - collection systems	\$	2.18
US BANK CORPORATE PAYMENT	Memberships - statement of information for SRSD Financing Corp.	100	2131	Memberships and subscriptions	\$	20.00
US BANK CORPORATE PAYMENT	Miscellaneous Expenses - lunch for Oral Board for Associate/Junior Engineer	100	2389	Miscellaneous expenses	\$	54.95
US BANK CORPORATE PAYMENT	Miscellaneous Expenses - lunch for Oral Board for Sewer Maintenance Worker	100	2389	Miscellaneous expenses	\$	23.44
US BANK CORPORATE PAYMENT	Pump Stations - cathodic protection test station	200	2359	Maint- pump sta's & force mains	\$	63.15



US BANK CORPORATE PAYMENT	Pump Stations - distilled water for Cayes Main PS coolant changeout	200	2359	Maint- pump sta's & force mains	\$	7.20
US BANK CORPORATE PAYMENT	Pump Stations - tunnel for Cayes Main PS coolant changeout	200	2359	Maint- pump sta's & force mains	\$	4.35
US BANK CORPORATE PAYMENT	Pump Stations - nut for valves at Loch Lomond PS	200	2359	Maint- pump sta's & force mains	\$	71.33
US BANK CORPORATE PAYMENT	Pump Stations - supplies for Cayes Main PS coolant changeout	200	2359	Maint- pump sta's & force mains	\$	12.08
US BANK CORPORATE PAYMENT	Training & Education - refund of Supervisor 101 training for Sewer Maintenance Superintendent and Supervisor	100	238	Training and education	\$	(450.00)
VALENTINE CORPORATION	Rehab Gravity Sewer System - sewer lateral replacement for Spotless Cleaners at 732 Fourth St	300	4302	Rehab of Gravity Sewer (80yr)	\$	43,852.66
VALENTINE CORPORATION	San Pedro Pump Station Improvement Project Rebid - sewer improvement project, Progress Payment #5	300	4147	San Pedro Pump Station (10)	\$	254,977.44
VERIZON WIRELESS	Telephone Service - wireless service for laptops 7/21/18-8/20/18	100	2534	Telephone service	\$	266.07
WECO INDUSTRIES LLC	Collection System - repair to CCTV camera	200	2360	O&M - collection systems	\$	408.54
					\$	637,591.40



RESOLUTION NO. 18-1184

THE BOARD OF DIRECTORS OF THE  
SAN RAFAEL SANITATION DISTRICT

PRESENTS THIS

***RESOLUTION OF APPRECIATION***

TO

**ALBERT J. BORO**

**WHEREAS**, Council member Albert J. Boro was appointed to the District Board as a Director by the City Council in December 1989, and Mayor Boro was appointed as Board Chairman in January 1992 and remained Chairman until December 2011; and

**WHEREAS**, Albert Boro has served as a representative of the San Rafael Sanitation District on the Central Marin Sanitation Agency (CMSA) Board as a Commissioner since February 1990; and

**WHEREAS**, throughout his tenure on the District and CMSA Boards, Albert Boro offered guidance, insight, and knowledge to Board members and staff; and

**WHEREAS**, Albert Boro has faithfully served with honor, integrity, and great distinction and has always been mindful of the interests of the District and CMSA and has earned great respect from the members of the public.

**NOW, THEREFORE, BE IT RESOLVED**, that the San Rafael Sanitation District Board of Directors and staff hereby extend their sincere gratitude and appreciation to Albert J. Boro for his dedication, commitment, and contributions to the District and CMSA.

**PASSED AND ADOPTED** this 31st day of October, 2018, at a special meeting of the Board of Directors.

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CHAIR


\_\_\_\_\_  
SECRETARY/DIRECTOR

\_\_\_\_\_  
DIRECTOR

**SAN RAFAEL SANITATION DISTRICT*****Agenda Item 5.b.***

**DATE:** October 31, 2018

**TO:** San Rafael Sanitation District Board of Directors

**FROM:** Doris Toy, District Manager/District Engineer 

**SUBJECT:** Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Nute Engineering for Engineering Related Services for the South Francisco Pump Station Improvement Project

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**RECOMMENDATION:**

Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Nute Engineering for engineering related services for the South Francisco Pump Station Improvement Project.

**BACKGROUND/SUMMARY:**

The South Francisco Pump Station is located at 1601 East Francisco Boulevard near the corner of Shoreline Parkway. The pump station is over 50 years old, housed in a small one-story concrete structure above ground (where the control panels are located), and has two pumps below ground in a dry pit with an adjacent wet well. The station collects wastewater from the commercial/industrial area along East Francisco Boulevard, between Irene Street and the Rod and Gun Club, and out to the Bay Trail, which includes Home Depot, Target, and the San Rafael Sanitation District/Public Works Building. The station then pumps the wastewater through a 10-inch force main pipe that crosses Highway 580 and continues into the Central Marin Sanitation Agency wastewater treatment plant.

The project includes the design and preparation of construction contract documents and design support during construction of the new submersible pumping system that will replace the existing pump station. The benefit of a submersible pump station is mainly for personnel safety; staff does not need to enter a confined space to service the pumps since they can be lifted up to the surface for servicing. Also, because the pump motors operate underwater, there is no risk of the motors being damaged during a flood. The work includes raising the new pump station above the flood level, removing the existing pumps and equipment located below grade and the



portion of the station that is above grade, and combining the existing wet well and pump room (located below grade) into a larger wet well in order to minimize demolition and excavation and to allow the reuse of the existing walls. This project will also require an auxiliary pump pit to be installed upstream of the pump station in order to provide temporary bypass pumping during construction and additional pumping capacity after construction.

**ANALYSIS:**

Staff has requested Nute Engineering to submit a proposal to provide the engineering services as described. The proposed cost of this project is \$259,400. It is anticipated that all work will be completed by March 2019 in order for the District to seek competitive bids for construction in the late spring or early summer of 2019.

**FISCAL IMPACT:**

Nute Engineering proposes to perform the engineering design services on a time-and-materials basis for an amount not to exceed \$259,400, and this project will be funded under the Pump Station and Force Main Capital Improvements Program from the FY 2018-19 Budget.

**ACTION REQUIRED:**

Staff recommends that the Board adopt the Resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Nute Engineering for Engineering Related Services for the South Francisco Pump Station Improvement Project.

Attachments: Resolution  
Professional Services Agreement  
Scope of Work and Proposal Budget, Exhibit "A"

**SAN RAFAEL SANITATION DISTRICT**

**RESOLUTION NO. 18-1181**

**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 ENGINEERING RELATED SERVICES  
FOR THE SOUTH FRANCISCO PUMP STATION IMPROVEMENT PROJECT  
FOR AN AMOUNT NOT TO EXCEED \$259,400**

**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 engineering related services for the South Francisco Pump Station Improvement 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 31st day of October, 2018, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

**SAN RAFAEL SANITATION DISTRICT**

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**Katie Rice, Acting Chair**

**ATTEST:**

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**Maribeth Bushey, Secretary**

**PROFESSIONAL SERVICES AGREEMENT  
FOR ENGINEERING RELATED SERVICES FOR THE  
SOUTH FRANCISCO PUMP STATION IMPROVEMENT PROJECT**

This Agreement is made and entered into this 31st day of October, 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 engineering related services for the **"South Francisco Pump Station Improvement 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 October 18, 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 \$259,400.

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

APPROVED AS TO FORM:

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

NUTE ENGINEERING

By: \_\_\_\_\_  
Mark Wilson

Title: \_\_\_\_\_





# EXHIBIT A

October 18, 2018

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

**Re: South Francisco Pump Station Improvement Project  
Proposal for Engineering and Design Services**

Dear Doris:

Nute Engineering is pleased to provide this proposal for Engineering and Design Services for the South Francisco Pump Station Improvement Project. The attached Proposal outlines our planned services.

We thank you for this opportunity to work with you and your staff. Please let us know if you need any further information.

Very truly yours,

NUTE ENGINEERING

By:

A handwritten signature in blue ink, appearing to read "Mark T. Wilson", is written over a horizontal line. Below the line, the text "Mark T. Wilson, P.E." is printed in a black sans-serif font.

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

# PROPOSAL

## **SOUTH FRANCISCO PUMP STATION IMPROVEMENT PROJECT**

### **Proposal For Engineering Services**

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In accordance with your request Nute Engineering is pleased to offer our proposal for engineering services for the South Francisco Pump Station Improvement Project.

### **PROJECT UNDERSTANDING**

The following proposal is for the design of a project to upgrade and improve SRSD's South Francisco Pump Station. In recent years, Nute Engineering has worked with SRSD on the design of various SRSD pump stations including the San Pedro Pump Station Improvements and the Glenwood Pump Station Improvement Projects.

Nute Engineering is a local Marin County firm and has designed numerous sewage pump stations and pump station upgrades for various sanitation agencies throughout Marin County. In most cases Nute Engineering's approach to improving and upgrading existing pump stations has been to convert them to submersible type stations in which dry pit pumps are removed and replaced with submersible pumps within the same structure.

The South Francisco Pump Station is a wet pit/dry pit type in which the pumps and pump motors are located below grade in the dry pit and are subject to damage from flooding if a pipe were to break or a valve were to fail.

A main advantage of submersible type pump stations is that maintenance personnel do not have to enter a confined space to service the pumps since they can be lifted to the ground surface for servicing. Another advantage is that the pump motors operate submerged and damage from flooding is not an issue as long as the electrical work and the engine generator are kept above high water level.

### **BACKGROUND**

It is not known when the South Francisco Pump Station was originally constructed, but it is likely older than 50 years based on the style of construction. Nute Engineering is aware of two upgrades:

- In 1983, a comprehensive upgrade of the wet well/dry well pump system and controls were completed in a joint design by Kennedy Jenks Engineers and Nute Engineering. Along with this work was the construction of a new 10 inch high density polyethylene pipeline with steel casing across the 580 Freeway to a junction box prior to entering the recently upgraded CMSA Treatment Plant.



# PROPOSAL

- In 2001, Nute Engineering provided a force main valve change design at the pump station to allow the alternate use of the former force main which pumps toward the West Railroad PS collection system, or to pump directly to the CMSA wastewater plant. (It does not appear that this change was implemented. Nute will investigate with staff.)

The pump station is located at 1601 East Francisco Blvd just west of Shoreline Parkway. The station is a wet pit/dry pit type and contains two 20 hp centrifugal Fairbanks Morse sewage pumps. The pump station collects gravity and pumped sewage from the San Rafael Sanitation District collection system in the Shoreline Parkway area which is predominantly commercial and includes roughly the area east of the intersection of East Francisco Blvd and Irene Street and north of the 580 Freeway, which encompasses the Home Depot shopping area. A 10 inch diameter force main normally transports the sewage approximately 570 feet to the CMSA Treatment Plant headworks after the Highway 580 crossing. However, in 2001, Nute Engineering developed plans for the District to reconnect to the existing 10 inch force main which is directed westerly under East Francisco Blvd towards Irene Blvd and eventually is directed to the West Railroad Pump Station collection system. Based on discussion with current staff, this work may have not been completed in its entirety.

Currently there is no permanent backup electrical power at the site, but the District maintains a portable genset connection and keeps a portable genset on the site ready to connect when necessary due to a PG&E power outage. The District is planning on sizing and designing a new above ground diesel generator to be installed permanently onsite to handle the planned electrical loads.

## EXISTING PUMP STATION ISSUES

In addition to the above discussion about the South Francisco Pump Station there are the following additional areas of concern or items that should be addressed during the design process:

- Safety – The existing pump station configuration requires SRSD operators to navigate a ladder and dry pit area which would present a challenge if a rescue was necessary. Conversion to a submersible pump station will remove this issue.
- Wet Well Concrete Deterioration - The wet well has deteriorated to some degree and is in need of rehabilitation. The planned project will increase wetwell storage significantly.





# PROPOSAL

- Updated and Improved Pump Controls and SCADA – The pump station will be upgraded with new electrical and pump control system that meets current codes and District operational standards.
- Site Design, Landscaping, Security – Design of the pump station site should include a new wood fence to limit public exposure and improve security at the facility. The site entrance will also be evaluated for functionality and possible improvements. The existing South Francisco Pump Station site is small and has limited area. Willis Land Surveying will verify whether the legal site is currently fully used. We will work closely with District staff to best utilize the area.
- Flood Elevation – The top of the pump station and elevation of the electrical controls and generator set will need to be set above the 100 year flood level as shown on the FEMA FIRM maps and above the County of Marin's sea level rise projections.

## APPROACH



Nute Engineering's approach to the upgrade and improvement of the South Francisco Pump Station will be to convert it from the existing wet pit/dry pit type to a submersible type station. A new motor control center and new engine generator will be installed. The pump station deck and all electrical equipment will be installed above the flood level and the predicted elevation for sea level rise. A primary goal for this small limited site will be to redesign to allow better access for SRSD maintenance vehicles.

We will review the expected collection system buildout wastewater flow capacity to verify proper pump sizing with the existing force main. It is proposed that at least three pumps be installed with sufficient capacity to pump the peak flow with any one pump out of service. This will be achieved by creating two connected wet well spaces, former comminutor pit/wet well and dry pump pit. The existing pump station structure will be inspected to determine the condition of the concrete. As with other pump station designs it is expected that the existing concrete pump station structure can be reconditioned to accommodate the submersible pumps. Due to the age of the pump station it will likely be necessary to repair the concrete in the existing wet well to some degree. However, these repairs are expected to be superficial and not major. In order to accommodate the submersible pumps the wall between the wet well and dry pit is opened up so that both pits become the wet well for the pumps. This also serves to provide additional storage.



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Converting the dry pit to a wet well will require that a separate valve pit be constructed. The valve pit will be located on the west side of the pump station in line with the discharge force main. After the valve pit, and along the alignment of the existing force main, a flow meter vault will be constructed and a flowmeter will be installed. Both the valve pit vault and the flowmeter vault should be constructed with traffic rated, waterproof hatches to allow maintenance vehicles close access to the pump station.

Nute Engineering will be teaming with Todd Beecher of Beecher Engineering, Inc. to implement the pump station control strategy established by the District staff and their SCADA Developer, Joey Tran of Work Smart.

For maximum reliability a permanent generator or a permanent portable generator connection will be installed to provide electrical power in the event the PG&E power goes out. We will evaluate the pros and cons of the use of a stationed and automatically operated portable generator versus a permanently mounted generator. Other reliability features that will be incorporated into the project include power surge protection, and an alarm system and SCADA communications to meet SRSD requirements. The alarms and communications will not only be wired through the PLC, but will also reincorporate the Verbatim dialer to avoid the possibility that SRSD would not receive an alarm if the PLC fails.

The design of the upgraded pump station will be optimized in relation to cost, constructability, aesthetics, reliability, and operations and maintenance given existing constraints. These design recommendations will be reviewed by SRSD staff during the various phases of the design process.

## SCOPE OF WORK

Nute Engineering will provide comprehensive engineering services necessary for the evaluation and design of the South Francisco Pump Station Improvement Project. Throughout the duration of the project, Nute engineering will schedule meetings with SRSD staff to coordinate efforts and designs.

As an early item of work Nute Engineering will review existing relevant documents and examine the existing system. Recommendations will be made for improvements along with engineering estimates for the various options for review by SRSD. Once the course of action is determined in consultation with SRSD staff, plans and specifications will be prepared for the recommended pump station upgrade and improvements. An estimate of the probable construction cost for the project will also be prepared. We will assist SRSD during the bidding process and through construction by answering questions, providing clarification of plans and intent, responding to RFI's, approving submittals, etc. A detailed description of the engineering services is provided below:



# PROPOSAL

## Schedule A Services - Preparation of Plans and Specifications

The project design will include the following items of work:

1. Design and preparation of plans and specifications for the improvements to the South Francisco Pump Station. The project design will include the following work:
  - a. Make a topographic survey of the site and surrounding area and design improvements to ensure critical electrical components are above the flood level. Verify the location of the property lines (survey by Willis Land Surveying).
  - b. Prepare demolition plans for the existing pump station.
  - c. Develop a detailed temporary bypass plan to maintain sewage flow during construction of the pump station.
  - d. Design site layout to allow access and maintenance to all critical components by SRSD staff.
  - e. Make hydraulic calculations of the force main and select pumps which will be suitable for the head conditions. Design the mechanical and hydraulic elements of the pumping facilities, together with selection of the necessary pumping equipment and connection to the existing force main system.
  - f. Prepare a letter report predesign study for District staff review.
  - g. Design site piping including the connection to existing force main, flowmeter vault and cathodic protection. With District pump station staff we will also investigate the use of the alternate emergency bypass for the existing force main developed in 2001 to verify if it is still functional.
  - h. Prepare and submit service applications for the PG&E utility power supply and submit application for the new engine generator to the Bay Area Air Quality Management Agency. Coordinate with the County of Marin to determine encroachment permit requirements.
  - i. Design all structural work including removal/modifications of the comminuter and the new valve pit.
  - j. Design of the electrical work and controls by our electrical consultant, Todd Beecher, Beecher Engineering.
  - k. Prepare technical specifications of the project improvements.

# PROPOSAL

2. Prepare the Bid Documents, including the Agency's standard Instructions to Bidders, Proposal, General Conditions, etc.
3. Based on the construction plans and specifications, prepare a final estimate of the project construction cost.
4. Provide assistance during bidding consisting of answering the contractor's questions and issuing addenda as necessary.
5. Compile the bid results, check the Contractor's licensing information and make a recommendation to the Agency regarding the award.
6. Prepare for and attend project meetings during the conduct of the design work to define the project. It is assumed that three (3) project meetings will be needed.



## Schedule B Services - Design Services During Construction

The project design services during construction will include the following items of work:

1. Attend pre-construction conference to respond to plans, specs, estimate questions.
2. District requested site visits during progress of work and const. staking.
3. Respond to RFI and prepare modifications and revisions as necessary.
4. Assist District staff in reviewing submittals from contractor.
5. Assist District staff in preparing change orders as necessary.
6. Attend weekly construction meetings (assume 24 week construction period).
7. Participate in final walk through of construction project and prepare punch list.
8. Prepare record drawings from markups by contractor and resident engineer.

Upon completion of this work, we will furnish three (3) sets of plans and specifications for the project for approval. Additional sets needed for advertising for bids and for the contractor's use in construction will be furnished to the District at cost.



# PROPOSAL

## SERVICES NOT INCLUDED IN THIS PROPOSAL

The following services are not included in this proposal and will need to be provided by others:

- Payment of permit fees and City of San Rafael Encroachment Permit Application
- Televising sewer lines.
- Printing of the plans and specifications and sending them out to builder's exchanges and to bidders.
- Special investigation work and design work in the event that hazardous wastes are found at the site.
- Legal services in connection with the project or for site acquisition.
- Onsite inspection or construction observation services.
- Construction easement negotiations with adjacent landowners if necessary.
- Environmental permitting.
- BAAQMD permit cost for generator
- Potholing of utilities.
- Any legal services associated with the project.

## STAFFING PLAN

### A. NUTE ENGINEERING

Nute Engineering will be the prime consultant on this project and will bring a strong background in wastewater treatment facilities. The Nute Engineering team for this project will consist of the following personnel:

**W. Edward Nute, RCE 15945**, has over 40 years' experience and will serve as Project Consultant for the work. Mr. Nute has extensive experience in designing pump station improvement projects for various sanitation agencies. Mr. Nute will be consulted during the initial project planning phase and provide QA/QC on the development and preparation of the predesign study, review the overall design concepts, review the plans and specifications as well as the estimates of construction costs.

**Mark Wilson, RCE 47988**, will serve as Project Manager for this project. Mr. Wilson has been with Nute Engineering since 1992 and has been involved in the planning, design and



# PROPOSAL

construction review of pump station and force main projects. He will be closely involved in the preparation of the predesign study, manage in-house technical support and coordinate the work of the subconsultants on this project. Mr. Wilson possesses strong client communication skills and will be the primary contact with SRSD. Mr. Wilson was responsible for the design of the San Pedro Pump Station and Glenwood Pump Station and will be the main engineer for this project design as well.

**Pippin Cavagnaro, RCE 73172**, Mr. Cavagnaro has been with Nute Engineering since 2001. His duties include data analysis, preparation of reports, construction observation, project design and management and CIP standard specification development. His knowledge of earth resources, environmental engineering and mechanics is applied to his work in project research, analysis, design and construction review of sewer and wastewater pumping projects. His computer skills and wide knowledge of software programs include Adobe Photoshop, AutoCAD, Microsoft Excel and Word, and GIS. Mr. Cavagnaro uses these computer skills to reduce survey notes and plot topographic maps, perform system condition assessment review for CIP planning and facilitate the presentation of data, design proposals and plans to clients.

**Priscilla Mills, CAD Designer**, will lead the CAD team in developing the construction plans. Priscilla has been involved with the design of pump station and wastewater treatment facilities since 1981 using AutoCAD design software from release 2.5 to the current version. She is particularly experienced in the reuse of existing as-built plans and incorporating these into current CAD drawings.

## B. SUBCONSULTANTS

Subconsultants on this project will include the following firms:

**Beecher Engineering – Todd Beecher, E14712**, is an independent registered professional electrical engineer with over twenty-five years of experience in the design, analysis, planning and construction of electrical power, control and instrumentation systems for the water and wastewater industry. Mr. Beecher has worked with Nute Engineering on the design team for various pump station improvement projects.

**Willis Land Surveying – Randall T. Willis, PLS 8118, Owner** has over 20 years of land surveying experience. Willis Land provides a full range of land surveying services throughout the San Francisco Bay Area. Using state of the art, robotic and digital equipment, this owner operated survey firm provides quality work, performed on time and on budget. Mr. Willis has been involved in many projects throughout Marin and Sonoma Counties, covering every aspect of land surveying. Mr. Willis also has a background in civil engineering and understands the technical requirements of design professionals. He has the professional and practical experience to work and communicate cooperatively and effectively with design and construction personnel. In addition, he has provided boundary and topography surveys for the SASM Sutton Manor Pump Station project.

# PROPOSAL

## WORK PLAN / SCHEDULE / DEADLINES

The milestones and completion dates for the South Francisco Pump Station Improvement Project design assuming a December 1, 2018 start date are as follows:

- Complete 30% PS&E February, 1, 2019
- Complete 60% PS&E: February 15, 2019
- Complete 95% PS&E: March 15, 2019
- Complete Final PS&E March 20, 2019
- Advertise begin bidding process March 29, 2019
- Award construction contract April 29, 2019
- Begin Construction June 15, 2019
- Complete Construction January 1, 2020

## PROJECT COST PROPOSAL

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 estimated labor hours and costs for the work by task and job classification are shown in Attachment B. The following is the budget for the engineering fees for the schedule listed above:

Schedule A Services – Preparation of Plans and Specifications	\$164,400
Schedule B Services – Design Services During Construction	\$ 95,000

Very truly yours,

NUTE ENGINEERING

By:

  
Mark T. Wilson, PE

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



	Rate \$/Hr	Principal Engineer	Senior Engineer	Engineer III	Designer	Tech Admin Support	Direct Cost	Direct Cost Markup	TOTALS
		\$235	\$192	\$182	\$173	\$106			
SCHEDULE A - ENGINEERING DESIGN SERVICES - PREPARATION OF PLANS AND SPECIFICATIONS									
1. Design and prepare plans and specifications									
a. Topographic survey of site, ensure critical electrical components above flood level			10	10	10		\$5,000	\$500	
b. Prepare demolition plans for existing pump station			5	5	20				
a. Develop detailed temporary pump station bypass plans		2	10	10	10		\$500	\$50	
d. Design site layout to allow access and maintenance by SRSD staff		2	10	10	40				
e. Make hydraulic FM calcs, select pumps, design mech. & hyd. elements of pump facilities		6	10	10	16				
f. Prepare a letter report predesign study for District staff review			15	15	12	14	\$1,300	\$130	
g. Design site piping, investigate FM bypass design			10	10	40				
h. Prepare/submit PG&E permitting, BAAQMD Generator Permit, County of Marin EP appls.			10	10	10		\$2,000	\$200	
i. Design structural work including removal/modification of comminutor and new valve pit			10	10	40				
j. Design electrical work and controls by electrical consultant, Beecher Engineering			3	3	60		\$40,000	\$4,000	
k. Prepare technical specifications of the project improvements			10	10	8	14	\$1,000	\$100	
2. Prepare Bid Documents (Instructions to Bidders, Proposal, Gen. Conditions, etc.)		2	10	10		14	\$600	\$60	
3. Prepare final estimate of project construction cost			10	10					
4. Provide bidding assistance, answer contractor's questions, issue addenda			10	10					
5. Compile bid results, check Contractor's license information, recommend award			5	5	8				
6. Prepare and attend project meetings (assume 3 project meetings)			5	5	4		\$600	\$60	
Hours	12	143	143	143	270	50			
Cost	\$2,820	\$27,456	\$26,026	\$46,710	\$5,300		\$51,000	\$5,100	\$164,412
SCHEDULE B - DESIGN SERVICES DURING CONSTRUCTION									
1. Attend pre-construction conference to respond to plans, specs, estimate questions			4				800	\$80	
2. District requested site visits during progress of work and const. staking			24				8,000	\$800	
3. Respond to RFI and prepare modifications and revisions as necessary			32				2,000	\$200	
4. Assist District staff in reviewing submittals from contractor					80	30	21,000	\$2,100	
5. Assist District staff in preparing change orders as necessary			6		24		2,000	\$200	
6. Attend weekly construction meetings (assume 24 week construction period)			60						
7. Participate in final walk through of construction project and prepare punch list			10			2	6,500	\$650	
8. Prepare record drawings from markups by contractor and resident engineer					12		1,000	\$100	
Hours			136		116	32			
Cost			\$26,112		\$20,068	\$3,392	\$41,300	\$4,130	\$95,002




5.c.

**SAN RAFAEL SANITATION DISTRICT**  
*Agenda Item No. 5.c.*

**DATE:** October 31, 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 Amendment to Agreement with Nute Engineering for Additional Engineering 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 Amendment to Agreement with Nute Engineering for additional engineering related services for the 36-Inch Trunk Sewer Relocation Project for the Caltrans San Rafael Harbor Bridge Replacement Project.

**BACKGROUND:**

In January 2019, Caltrans will award its "San Rafael Harbor Bridge Replacement Project," which consists of replacing the bridge section at the Highway 101 Central San Rafael northbound off-ramp due to the scoured pier foundation. This project will also include 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 proposed location would cause difficulties in maintaining the sewer facilities due to heavy traffic. Therefore, the District will be relocating 115 feet of sewer facilities in order to avoid this situation.

At the March Board Meeting, the Board authorized the District Manager 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. Nute Engineering completed its design, and the construction project was awarded to Ghilotti Bros., Inc., at the September Board meeting.

During the design phase, Nute Engineering performed the following out-of-scope services:

1. Coordinate, design, and draft changes required during the Caltrans encroachment permit process, which resulted in additional potholing for Caltrans and meetings with Caltrans and District staff.
2. Additional design changes due to recent traffic lane changes included in the Caltrans project.
3. Additional design issues regarding soil and ground water contamination.

The District's Professional Services Agreement with Nute Engineering only included the design related services, since Nute Engineering and District staff did not have sufficient information to develop a proposal for Nute's assistance during construction, i.e. design parameters, Caltrans encroachment permit requirements, and District staffing.

**ANALYSIS:**

Nute Engineering has exceeded its initial budget of \$55,074 by \$34,747.50 for the design portion of the project. For the engineering related services during construction, Nute Engineering is proposing to perform this work on a time-and-materials basis for an amount not to exceed \$50,462. Therefore, staff is requesting a budget increase from \$55,074 to \$140,284 for engineering related services for both design and construction.

**FISCAL IMPACT:**

No fiscal impact, since Caltrans is 100% liable for the sewer relocation project. Caltrans will reimburse the District, per the June 25, 2018, Utility Agreement between the State of California and the District.

**ACTION REQUIRED:**

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

Attachments: Resolution  
Amendment to Agreement  
Proposal from Consultant, Exhibit "A"

**SAN RAFAEL SANITATION DISTRICT**

**RESOLUTION NO. 18-1182**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SAN RAFAEL SANITATION DISTRICT  
AUTHORIZING THE DISTRICT MANAGER/DISTRICT ENGINEER  
TO EXECUTE AN AMENDMENT TO AGREEMENT WITH  
NUTE ENGINEERING FOR ADDITIONAL ENGINEERING RELATED SERVICES  
FOR THE 36-INCH TRUNK SEWER RELOCATION PROJECT FOR THE  
CALTRANS SAN RAFAEL HARBOR BRIDGE REPLACEMENT PROJECT  
FOR AN ADDITIONAL AMOUNT OF \$85,210.00**

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

The District Manager/District Engineer is hereby authorized to execute, on behalf of the San Rafael Sanitation District, an Amendment to Agreement with Nute Engineering for additional engineering 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 31st day of October, 2018, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

**SAN RAFAEL SANITATION DISTRICT**

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**Katie Rice, Acting Chair**

**ATTEST:**

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**Maribeth Bushey, Secretary**

**AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL SERVICES  
TO COVER ADDITIONAL ENGINEERING RELATED SERVICES  
BY NUTE ENGINEERING FOR THE  
36-INCH TRUNK SEWER RELOCATION PROJECT FOR THE  
CALTRANS SAN RAFAEL HARBOR BRIDGE REPLACEMENT PROJECT**

This Amendment to the original Agreement is made and entered into this 31<sup>ST</sup> day of October, 2018, by and between the SAN RAFAEL SANITATION DISTRICT and NUTE ENGINEERING.

This Amendment covers increasing the original contract budget amount of \$55,074 for design related services by approximately \$85,210 to cover additional engineering related services, for both design and construction, requested by District staff for the 36-Inch Trunk Sewer Relocation Project for the Caltrans San Rafael Harbor Bridge Replacement Project.

All of the additional work will be in accordance with the attached proposal dated October 1, 2018, and attached herein as Exhibit "A".

SAN RAFAEL SANITATION DISTRICT

CONTRACTOR

\_\_\_\_\_  
Doris Toy  
District Manager/District Engineer

Nute Engineering

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

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





Civil & Sanitary Consultants

# EXHIBIT A

October 1, 2018

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

**Re: SRSD Harbor Bridge Trunk Sewer Relocation Project –  
Design and Bid Assist Budget Increase – New Engineering Services During  
Construction Budget**

Dear Doris:

As we have discussed previously, Nute Engineering exceeded our previously approved design engineering services approximately a month ago. We continued to provide engineering design services, including resolving several Caltrans issues, and completed the project. The project was successfully bid on September 20, 2018 and the District received three responsive bids. The District Board approved the low bidder, Ghilotti Bros., Inc. for the project and the amount of \$1,191,188.00.

During the design process, Nute Engineering exceeded the approved budget. This letter describes the primary unexpected issues that affected the approved engineering services scope and the level of effort by the Nute Engineering to assist the District in resolving these issues.

In addition, this letter presents the proposed construction engineering services during the project construction.

## **BUDGET DISCUSSION**

The approved Design of the Harbor Bridge Trunk Sewer Relocation Project budget included a design budget of \$55,074. This was based on the then expected scope of the project which did not include items discussed below with a construction estimate of \$800,000. (There was not a construction engineering services budget initially approved.)

### **Out of Scope Design Issues**

1. Coordination, engineering and design, and drafting changes required during the encroachment permit application discussions with Caltrans. This included the additional Caltrans requested potholing of their Hwy 101 Overpass Pilecaps and its separate application for a State Encroachment Permit along with additional meetings with Caltrans and District Staff. Our initial proposal did not include encroachment permit applications and the Caltrans encroachment permit process



delayed the completion of the design plans by several months. During this permit process Caltrans Staff also required the modification of the two manhole/turning vault structures more than once, which required their subsequent redesign.

2. Additional design issues presented by Caltrans including previously unidentified existing soil contamination and shallow ground water contamination. In addition, we also received late information on the actual planned traffic lanes on the Hwy 101 exit ramp immediately adjacent to the affected trunk sewer and the requirement for night time work.

### **REQUEST FOR ENGINEERING SERVICES INCREASE**

Due to the project scope changing issues described above we request a onetime increase to the initial design engineering services during construction budget. This increase request is based on work completed on a time and materials basis during the last few months and held because we had reached our initial budget. The following summarizes the attached invoice for work completed from July through the present.

Work from 7/1/18 through 9/25/18

\$ 34,747.50

We respectfully request a budget increase for the Harbor Bridge Trunk Sewer Project from \$55,074 to \$89,821.50.

### **PROPOSAL FOR ENGINEERING SERVICES DURING CONSTRUCTION**

The District staff will perform primary construction observation and construction management of the Harbor Trunk Sewer Project. Nute Engineering is being asked to provide the usual submittal, RFI and potential change order assistance. In addition, due to the required night time construction, we will check into the night time work, each day, early in the work day to address possible engineering issues. The current proposal is based on a 60 calendar day construction period.

We propose a not to exceed budget of \$50,462 for the Engineering Services During Construction.

Very truly yours,

NUTE ENGINEERING

By:

  
Mark T. Wilson, PE

Attachment A – Held Nute Invoice  
Attachment B – Project Estimating Sheet



907 Mission Avenue  
San Rafael, CA 94901

## Attachment A

# Invoice

<b>Bill To</b>
San Rafael Sanitation District Attn: Ms. Doris Toy PO Box 151560 San Rafael, CA 94915-1560

Date	9/13/2018
Invoice #	20029
Terms	Net 30
Due Date	10/13/2018
P.O. No.	
Representative	MW

Project	Contract Amount	Total Billed to Date	Amount Remaining
8742 - Harbor Bridge Sewer	\$55,074.00	\$89,813.80	(\$34,739.80)
Description	Hours	Rate	Current Billed
Services 7/1/18 - 9/20/18 ALL TIME OVER BUDGET			
CAD Drafter I	83.5	124.00	10,354.00
Senior Engineer	56.5	192.00	10,848.00
Senior Designer	67	173.00	11,591.00
Technical Administrative Support	13.25	106.00	1,404.50
Willis Land Surveying (see attached)		500.00	500.00
Total Reimbursable Expenses			500.00
Administration Fee		10.00%	50.00
Total Reimbursable Expenses			550.00
	<b>Total</b>		\$34,747.50
	<b>Payments/Credits</b>		\$0.00
	<b>Balance Due</b>		\$34,747.50



ATTACHMENT B

SAN RAFAEL SANITATION DISTRICT  
36" TRUNK SEWER RELOCATE FOR CALTRANS RAMP RECONSTRUCTION  
PROPOSAL FOR ENGINEERING SERVICES DURING CONSTRUCTION  
PROJECT ESTIMATING SHEET

SCHEDULE A: Relocate 36" Sewer in Parallel Alignment		Principal Engineer	Senior Engineer	Engineer III	Senior Designer	Tech Admin Support	Direct Cost	Direct Markup	TOTAL
Description	Rate \$/Hr	\$235	\$192	\$182	\$173	\$106			
Schedule A Services – Engineering Services During Construction									
1. Attend pre-construction conference to respond to plans, specs, estimate questions			4						
2. Perform District-requested site visits during progress of work and construction staking			60				\$3,000	\$300	
3. Respond to RFI and prepare modifications and revisions as necessary			16		16				
4. Assist District staff in reviewing submittals from contractor			16		20	22			
5. Assist District staff in preparing change orders as necessary			8						
6. Attend weekly construction meeting (assume 60 days construction period, 8 weeks)			20			12			
7. Participate in final walk through of construction project and prepare punch list			6			4			
8. Prepare record drawings from markups by contractor and resident engineer			4		16				
Hours			134		52	38			
Cost			\$25,728		\$8,996	\$4,028	\$3,000	\$300	\$42,052
							20 percent contingency for unforeseen conditions		
							Total		
							\$8,410		
							\$50,462		

5.d.

**SAN RAFAEL SANITATION DISTRICT**  
*Agenda Item No. 5.d.*

**DATE:** October 31, 2018

**TO:** Board of Directors, San Rafael Sanitation District

**FROM:** Doris Toy, District Manager/District Engineer *DT*

**SUBJECT:** Adopt Resolution Authorizing the District Manager/District Engineer to Execute a Professional Services Agreement with Pure Technologies for Pipeline Inspection Services for the Force Main Condition Assessment Program

---

**RECOMMENDATION:**

Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Pure Technologies for pipeline inspection services for the Force Main Condition Assessment Program.

**BACKGROUND:**

In February 2016, the District entered into a Professional Services Agreement with Ewers Engineering to assist the District with the development of a Force Main Condition Assessment Program (Phase 1) in order to help preclude future force main failures and sanitary sewer overflows.

The Force Main Condition Assessment Program is divided into three phases. Phase 1 involves gathering and evaluating data for each force main, prioritizing the locations, determining pipe lengths that have a higher risk for failure, and developing a plan that includes the costs and scheduling of the condition assessments along with various inspection methods. Phase 2 involves implementing the inspection methods, and Phase 3 involves implementing additional inspections and possibly more aggressive inspection methods, depending upon the results from Phase 2. Phase 1 was completed and a risk model was developed.

In October 2017, the District entered into an Agreement with Ewers Engineering for Phase 2 to assist the District with developing, administering, and managing the pipeline inspection contract, to perform the field inspections, and with updating the risk model. The District was seeking a vendor that detects the presence of leaks and gas pockets in force mains. Chris Ewers, the owner of Ewers Engineering, has done research, contacted vendors, and called references for this purpose. Mr. Ewers discovered that there is only one vendor that specializes in leak and gas pocket detection, which is Pure Technologies.

In January 2018, the District entered into a Professional Services Agreement with Pure Technologies to perform leak and gas pocket detection on approximately 16,000 linear feet of pipeline for the 27-inch, 30-inch, and 36-inch North Francisco sewer force main. District staff wishes to continue with additional leak and gas pocket detection on 4,660 linear feet of the 12-inch HDPE (High-Density Polyethylene) force main from the Cayes Pump Station in the

Spinnaker Point neighborhood to the 36-inch C303 (bar-wrapped concrete cylinder pipe) North Francisco force main located on Bellam Boulevard.

**ANALYSIS:**

Pure Technologies has been performing pipeline inspections for more than ten years in both Canada and the United States. Pure has purchased a couple of companies performing similar services within the last several years; thus, resulting in less companies that perform leak and gas detection services. The District worked with Pure Technologies two years ago as part of CMSA's Force Main Condition Assessment Project, in which Pure inspected 4,900 linear feet of the District's 45-inch force main on Andersen Drive that connects to CMSA's treatment plant; and the District recently worked with Pure to inspect approximately 16,000 linear feet of pipeline.

On our recent project with Pure, its field personnel were dedicated to the project and worked long hours, including a Saturday, for which the District was not charged any additional costs.

With the assistance of Ewers Engineering, staff requested Pure Technologies to submit a proposal to inspect the 4,660 linear feet of force main. Pure proposed to perform the work for the amount of \$49,099, which is the same unit rate per foot that the District was charged for its previous inspection project.

District staff and Ewers Engineering are recommending that the force main pipeline inspection be performed by Pure Technologies.

**FISCAL IMPACT:**

This project will be funded under the Pump Station and Force Main Capital Improvements Program from the 2018-19 Budget.

**ACTION REQUIRED:**

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Pure Technologies for pipeline inspection services for the Force Main Condition Assessment Program.

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

**SAN RAFAEL SANITATION DISTRICT**

**RESOLUTION NO. 18-1183**

**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  
PURE TECHNOLOGIES U.S. INC. FOR PIPELINE INSPECTION SERVICES  
FOR THE FORCE MAIN CONDITION ASSESSMENT PROGRAM  
FOR AN AMOUNT NOT TO EXCEED \$49,099**

**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 Pure Technologies U.S. Inc. for pipeline inspection services for the Force Main Condition Assessment Program, 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 31st day of October, 2018, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

**SAN RAFAEL SANITATION DISTRICT**

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**Katie Rice, Acting Chair**

**ATTEST:**

---

**Maribeth Bushey, Secretary**

**PROFESSIONAL SERVICES AGREEMENT  
FOR PIPELINE INSPECTION RELATED SERVICES FOR THE  
FORCE MAIN CONDITION ASSESSMENT PROGRAM**

This Agreement is made and entered into this 31st day of October, 2018, by and between the SAN RAFAEL SANITATION DISTRICT (hereinafter "DISTRICT"), and *PURE TECHNOLOGIES U.S. INC.* (hereinafter "CONSULTANT").

**RECITALS**

WHEREAS, the DISTRICT has selected *PURE TECHNOLOGIES U.S. INC.* to perform the required pipeline inspection related services for the **"Force Main Condition Assessment Program"** (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. *CHRIS EWERS* 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. *RAUL BORROMEO* 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 Pipeline Inspection Consultant to perform work outlined in the Scope of Work, 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 in accordance with each task shown on the current fee schedule as described in Exhibit "A" attached and incorporated herein. The total payment will not exceed the \$49,099 as shown on the Proposal Budget, set out in Exhibit "A".

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 and delivered to DISTRICT 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.

Notwithstanding anything herein to the contrary, neither party hereto will be liable to the other for any consequential, indirect, incidental, or special loss or damage suffered by the other party or any third party, or for any punitive damages; provided, however, that the foregoing limitation will not apply to liability or claims resulting from automobile accidents or damages.

13. NONDISCRIMINATION

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

14. COMPLIANCE WITH ALL LAWS

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

15. NO THIRD PARTY BENEFICIARIES

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

16. NOTICES

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

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

TO CONSULTANT: Mr. Carl Sharkey, Business Development Manager  
Pure Technologies U.S. Inc.  
600 W. Broadway, Suite 500  
San Diego, CA 92101

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 86-0853190, 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

PURE TECHNOLOGIES U.S. INC.

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John J. Galleher Jr., P.E.

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

Title: VP Western Region

# EXHIBIT A

## SmartBall® Leak Detection and Gas Pocket Detection on Cayes and Francisco Force Mains

Prepared for:

**Ewers Engineering**



Prepared by:

**Pure Technologies U.S. Inc.**  
600 West Broadway, Suite 500  
San Diego, CA 92101

Sept 18<sup>th</sup>, 2018





September 18<sup>th</sup>, 2018

Chris Ewers, P.E.  
Principal Engineer  
Ewers Engineering  
209 Donner Ave  
Roseville, CA 95678

**Subject: SmartBall® Leak Detection and Gas Pocket Detection of Cayes and Francisco Force Mains**

Chris,

Pure Technologies U.S. Inc. (Pure Technologies) is pleased to offer our services to the Ewers Engineering (Ewers) and San Rafael Sanitation District (Client) for inline inspection of the Cayes and Francisco force mains. This inspection will be performed using the SmartBall® technology platform, details of which will be outlined in more detail in the body of this proposal.

The purpose of this project is to locate any leaks and gas pockets in the 12-inch HDPE Cayes force main and 36-inch C303 Bar Wrapped Pipe (BWP) Francisco force main. In total the SmartBall will travel 8,616-ft however only 4,660-ft will be analyzed for leaks and gas pockets.

The extraction will take place at the Central Marin Waste Water Treatment Plant treatment plant and based on previous experience an overnight recharge of the line will be needed in order to push the tool into the main basin for retrieval the following morning.

Pure Technologies is dedicated to providing Ewers Engineering and San Rafael Sanitation District with quality inspection services on this project. We look forward to working with you and welcome any comments or questions you may have.

Best Regards,

Carl Sharkey  
Business Development Manager  
Pure Technologies U.S. Inc.  
(530) 379-5633  
[Carl.Sharkey@puretechltd.com](mailto:Carl.Sharkey@puretechltd.com)

## SCOPE OF SERVICES

### SmartBall® Inspection Platform

The SmartBall tool is an internal free-swimming inspection platform that utilizes acoustic leak detection technology. The SmartBall tool is comprised of a watertight, aluminum core that contains a power source, electronic components, and instrumentation (including an acoustic sensor, accelerometer, magnetometer, GPS synchronized ultrasonic transmitter, and temperature sensor). The core is contained inside an outer foam spherical shell. The outer foam shell provides additional surface area to propel the tool and eliminates noise generated while traversing the pipeline. The core and outer foam are illustrated in Figure 1, below. This tool is able to inspect many miles of a pipeline in a single deployment and is only limited by a 12-hour battery life and un-passable pipeline features.

The SmartBall tool is inserted into the flow of a live pipeline. The tool records acoustic activity as it travels the pipeline propelled by the hydraulic flow and is captured at a point downstream. Positional information of the tool is determined through monitoring signals emitted from the ultrasonic transmitter as the tool traverses the pipeline. Pure Technologies utilizes a proprietary SmartBall Receiver (SBR) to record the ultrasonic signals emitted and correlate a position during the inspection.

Following retrieval of the SmartBall tool, the acoustic data is analyzed using proprietary software to identify the presence, approximate size, and location of active leaks and gas pockets.



*Figure 1: SmartBall Core, Foam Outer Shell, and SBR*



## INSPECTION PLAN

### Phase 1: Site Reconnaissance and Project Planning Document

Pure Technologies will conduct a site reconnaissance; and has already reviewed the pipeline drawings and design specifications supplied, hydraulic conditions, and manufacturing and installation details in an effort to thoroughly understand the pipeline configuration, as well as operational and logistical constraints that may be encountered on the project.

All information will be used to develop a comprehensive planning document for the proposed condition assessment services. The written planning document will be submitted to Ewers and the SRSD in advance of performing any field work. The document will include a description of work activities, address contingencies, safety protocols, and scheduling.

Before the start of any field work, we would like to visually inspect the proposed insertion and extraction points which are outlined later on in this proposal. Pure Technologies will review the work plan with Ewers and SRSD to ensure all parties are well informed and agree on how the project will be executed.

### Phase 2: SmartBall® Leak and Gas Pocket Detection Inspection

The SmartBall technology is an internal free-swimming acoustic leak detection tool ideally suited for large diameter transmission pipelines and force mains. The outer foam shell provides additional surface area to propel the device and it also eliminates any noise the device might generate while traversing the pipeline. The diameter of the outer sphere is typically 7 to 9 inches in diameter, however may vary depending on the pipe diameter and flow conditions. The SmartBall is deployed into the water flow of a pipeline and it simply travels the pipeline, being propelled by the hydraulic flow, and is captured at a point downstream.

The device requires a single access point (a minimum of a 4-inch opening with full port valve) for insertion into a pipeline, and it requires only a single

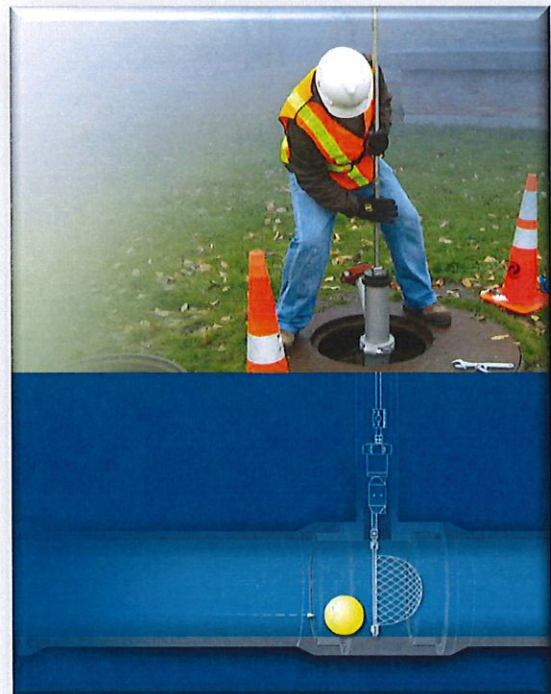


Figure 2: SmartBall Extraction



extraction point (a minimum of a 4-inch opening with full port valve) for removal of the device as shown in Figure 2 (above). For this force main inspection a check valve at the Cayes pumping station should work as an insertion point, with the main treatment basin in Central Marin Sanitation Agency (CMSA) Water Water Treatment Plant (WWTP) working as an extraction point.

Given the battery life of SmartBall, many miles of pipeline can be tested during a single deployment. Pure Technologies utilizes a proprietary SmartBall Receiver (SBR) to track the location of the device as it traverses the pipeline. Once the SmartBall is retrieved from the pipeline, the acoustic data is analyzed using proprietary software to identify leaks and/or gas pockets.

- **Insertion & Extraction Location:** Pure Technologies anticipates inserting the SmartBall through a check valve at the Cayes pump station (Sta 13+95) and extracting at the CMSA WWTP, in a similar fashion to the SmartBall inspection completed earlier this year. A site visit is recommended to make sure the planned insertion point is suitable.
- **SBR Tracking Locations:** To determine the location of identified leaks and/or gas pockets, SBR's are used to track the position of the SmartBall. SBRs utilize acoustic sensors to track the SmartBall as it travels in the pipeline. They perform best when attached directly to the metal surfaces of pipeline appurtenances that are in direct contact with the fluid column, such as existing air release valves, flanges, valves or any other contact points on the pipe. At these locations, we attach a small acoustic sensor on the pipe for the duration of the survey. We anticipate sensor spacing for SBRs at approximately one-half (1/2) to one (1) mile, based on availability of access to pipeline appurtenances. Pure Technologies placed SBR's earlier this year for another SmartBall inspection that can be used and new locations have been outlined as good potential tracking locations. These locations will be confirmed as applicable during a site visit.
- **Minimum Flow:** A consistent flow rate of approximately 1.5 to 2.5 feet per second is requested for optimal inspection conditions. An exact flow rate needed will be determined after the site reconnaissance.
- **Flow Control:** Flow into the laterals must be restricted.
- **Pressure:** The SmartBall device can operate in mains operating at pressures from 15 to 500 psi.

### **Phase 3: Data Analysis & Final Report**

The complete data analysis and associated QA/QC will take approximately six (6) weeks following completion of the fieldwork. All results will be presented to Ewers and SRSD in a preliminary report for review and comment before issuing a final report. The final report shall include a map identifying the locations of leaks and gas pockets. Locations of any identified leaks and/or gas pockets will be presented in the report in relation to the nearest SBR fixed reference location.



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## PROJECT DELIVERABLES

A detailed Project Plan will be submitted to Ewers and SRSD prior to the condition assessment in electronic PDF format before the inspection.

1. A Draft Report (electronic PDF) will be generated and delivered to Ewers and SRSD within six (6) weeks of completion of the inspection. The technology report will contain the information outlined below:
  - Location of any leaks and/or gas pockets in the pipeline.
2. A Final Report will be submitted within two (2) weeks of the receipt of comments from Ewers and SRSD summarizing the findings and recommendations based on the proposed inspections. The Final Report shall be delivered in electronic format (PDF format), and if adequate survey coordinates of the structures and pipeline are available or can be obtained during the inspection, it shall include an electronic map of the section of the pipeline inspected.

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## PROJECT SCHEDULE

The proposed schedule is based on a suggested timeframe that is subject to change:

It is anticipated that the field inspection will take three (3) days to complete:

**Day 1:** Arrive and install sensors

**Day 2:** Begin Inspection

**Day 3:** In the morning retrieve ball after tanks recharged, check data. Demobilization.

**Sept 2018:** Contracts signed and Notice to Proceed issued.

**Sept 2018:** Site Visit conducted

**Oct 2018:** Field Investigations (earlier if availability opens)

**Nov/Dec 2018:** Delivery of draft report for comments  
(4-6 weeks after completion of field work)

**Dec 2018:** Delivery of final report (2 weeks after receipt of comments)

## PROPOSED FEE & PAYMENT SCHEDULE

Description	Unit Rate	Unit of Measure	Qty	Total
<b>Mobilization:</b> Includes Travel, Equipment Shipping, Site Reconnaissance and Project Planning Document	\$26,250	Lump Sum	1	\$26,250
<b>SmartBall Leak and Gas Pocket Detection Field Inspection:</b> Perform internal acoustic inspection for leaks and entrained gas pockets on 12-inch HPDE Cayes force main and 36-inch C303 Francisco force main (min 1 mile)	\$2.65	Per Foot	4,660	\$12,349
Inspection Results Analysis and Reporting	\$10,500	Lump Sum	1	\$10,500
<b>TOTAL</b>				<b>\$49,099</b>

### **Budgetary Notes:**

- 1) The budget assumes that work will commence upon arrival and be executed until the work is complete. Thus, all preparation work should be performed by SRSD prior to Pure Technologies' staff arrival.
- 2) The proposed billing schedule is: upon completion of each line item task an invoice will be generated (mobilization, field inspection, reporting).
- 3) The proposed fee schedule is based on all 4,660-feet of field inspection being completed on the same mobilization.
- 4) Additional insertions caused by obstructions, low flows, etc. will be charged at \$5,250 each.
- 5) Inspection schedules and will be mutually determined by Ewers, SRSD and Pure Technologies.
- 6) Standby Rates: If delays occur due to parties other than Pure Technologies, Pure Technologies shall be reimbursed for the delay at a rate of \$5,250 per day.
- 7) SRSD will be responsible for any traffic control and permits that may be required unless otherwise agreed upon prior to inspection.

Pure Technologies is excited by the opportunity to perform the proposed scope of work. We are committed to providing you with a successful project. If you have any questions or comments, please do not hesitate to contact me.

## CONDITIONS OF ENGAGEMENT FOR THE PROVISION OF SERVICES

### (North America)

The Proposal is issued upon and is subject to these Conditions of Engagement. If the Proposal is accepted by the Client, these Conditions of Engagement and the Proposal will be deemed to form part of the Contract between the Client and Pure.

#### 1. DEFINITIONS

In these Conditions of Engagement, the following definitions apply:

- Client** means any person or persons, firm or company engaging Pure to provide the Services.
- Contract** means the agreement awarded to Pure as a result of the Proposal.
- Pure** means Pure Technologies Ltd., Pure Technologies U.S. Inc., Pure Engineering Services Inc., or any of their affiliates, as the case may be, which submitted the Proposal and is a party to the Contract.
- Proposal** means Pure's offer to carry out the Services and includes all related correspondence plus agreed written variations or amendments thereto.
- Services** mean those services of whatever nature to be supplied by Pure under the Contract.
- Site** means the facility, land, installation or premises to which Pure is granted access for the purposes of the Contract and may include any combination of the foregoing.

#### 2. PURE'S OBLIGATIONS

- 2.1** Pure will perform the Services in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence and consistent with industry standards.
- 2.2** Pure will ensure that the equipment used in performing the Services is in a good and functional state.

#### 3. CLIENT'S OBLIGATIONS

- 3.1** The Client will provide to Pure full, good faith co-operation to assist Pure in providing the Services. Unless otherwise specified in the Proposal and without limiting the generality of the foregoing, the Client will at its own expense:
- (i) ensure, if required, access to private land will be given to Pure and that any official permits or permissions required for Pure to have access to the Site or carry out the Services are obtained and are in force for the duration of the Services;
  - (ii) inform Pure in writing of any special circumstances or danger which the execution of the Services may entail or which are inherent in the Site, including the existence and identity of any known hazardous substance or material;
  - (iii) perform such additional duties and responsibilities and provide such information and resources as are described in the Proposal.
- 3.2** The description of the Services and related compensation amount set out in the Proposal will be based upon information that the Client shall have provided to Pure, and assumptions that Pure shall have identified in the Proposal. The Client acknowledges that if any such information provided by Client is materially incomplete or inaccurate, or if the assumptions identified by Pure are not correct, then the parties will modify the Proposal to reflect the actual information, assumptions, and Services required, and the compensation to Pure will be adjusted accordingly using the change order process set



out in the Contract, or if there is no such process, on an equitable basis.

**4. PROPRIETARY AND CONFIDENTIAL INFORMATION**

- 4.1** All reports generated in the performance of the Services and delivered by Pure to the Client will become the property of the Client.
- 4.2** Pure's equipment which is made available to the Client in connection with the Contract and the raw data generated in the performance of the Services will remain the sole and exclusive property of Pure. The Client will not acquire any proprietary rights in Pure's equipment, systems, software, technology, inventions (whether or not patentable), patents, patent applications, documentation, specifications, designs, data, databases, methods, processes or know-how ("Pure's Proprietary Technology"). Any modifications or improvements to the Pure's Proprietary Technology made during the performance of the Services will be the sole and exclusive property of Pure.
- 4.3** Both parties agree to keep confidential all documentation and information provided by the other during the performance of the Contract. The obligations set out in this clause 4.3 will remain in full force and effect after any termination or expiry, as the case may be, of the Contract.

**5. LIABILITY AND WARRANTIES**

- 5.1** Pure will indemnify the Client against any expense, demand, liability, loss, claim or proceeding whatsoever in respect of personal injury to or the death of any person, or any loss, destruction or damage to any tangible property and arising directly or indirectly from the negligence of Pure, its employees, servants or agents except to the extent caused by the negligence of the Client or any person for whom the Client is responsible. The Client will similarly indemnify Pure.
- 5.2** Pure will not be liable for any loss of production, loss of use of property, loss of revenue or profit, equipment downtime, business interruption, loss of goodwill, loss of anticipated savings, cost of procurement of substitute goods or services, or for any consequential, indirect, incidental, or special loss or damage suffered by the Client or any third party, or for any punitive damages, even if advised of the possibility thereof and notwithstanding the failure of essential purpose of any remedy.
- 5.3** Pure's cumulative liability under the Contract, whether in contract, tort (including negligence), or otherwise, will in no event exceed the aggregate consideration paid by the Client to Pure for the portion of the Services that gave rise to the liability, provided, however, that this clause 5.3 shall not limit Pure's indemnification obligations under these Conditions of Engagement.
- 5.4** The report(s) and any other recommendations or advice made by Pure relating to the pipeline or the Services will be made in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence consistent with industry standards, but do not and will not constitute a warranty of the pipeline's quality, capacity, safety or fitness for purpose. Pure will not be liable to the Client for any liability or damages that arise from the Client's reliance upon or application or use of such final report or recommendations or advice made by Pure in relation to the pipeline or Services, and the Client will indemnify Pure against any liability to third parties resulting therefrom.
- 5.5** Pure's warranties for the Services will be set out in the Contract. Pure disclaims all implied or statutory warranties or conditions, including of merchantability, merchantable quality, durability, or fitness for particular purpose to the extent allowed by applicable law. This means Pure's warranty obligations will be limited to what is expressly set out in the Contract.



OFFICE OF THE  
COUNTY COUNSEL

Brian E. Washington  
COUNTY COUNSEL

October 25, 2018

Jack F. Govi  
ASSISTANT COUNTY COUNSEL

Renee Giacomini Brewer  
CHIEF DEPUTY COUNTY COUNSEL

Mari-Ann G. Rivers  
Patrick M. K. Richardson  
Stephen R. Raab  
Steven M. Perl  
Brian C. Case  
Jenna J. Brady  
Valorie R. Boughey  
Kerry L. Gerchow  
Tarisha K. Bal  
Deidre K. Smith  
Newton F. Oldfather  
Brandon W. Halter  
Sarah B. Anker

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 **October 31, 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:

DEPUTIES

Colleen McGrath  
ADMINISTRATIVE SERVICES  
OFFICER

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

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.

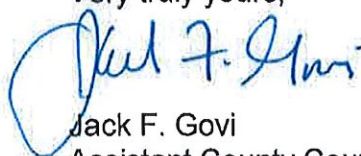
It should be noted that Government Code Section 54954.5 requires the Board to post a Closed Session item on the Board Agenda. With respect to the above referenced matter, you should include the number of potential cases and the fact that the Board will be meeting with counsel regarding the anticipated litigation. Please note that disclosure of the 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,



Jack F. Govi  
Assistant County Counsel