

A G E N D A

SAN RAFAEL SANITATION DISTRICT

BOARD OF DIRECTORS

FRIDAY – APRIL 24, 2020 - 9:00 A.M.

TELECONFERENCE: 1-209-215-5196, CONFERENCE ID: 425 833 898#

CORONAVIRUS (COVID-19) ADVISORY NOTICE

In response to Governor Newsom's Executive Order N-29-20, the San Rafael Sanitation District will no longer offer an in-person meeting location for the public to attend. This meeting will be available by teleconference.

Any member of the public who needs accommodations should contact the District Clerk (email cindy.hernandez@cityofsanrafael.org or phone 415-485-3132) who will use their best efforts to provide reasonable accommodations to provide as much accessibility as possible while also maintaining public safety.

Members of the public may speak on Agenda items.

1. OPEN PERIOD

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

2. MINUTES OF THE MEETING

Request approval as submitted – February 28, 2020

3. PAYMENTS

Request approval as submitted.

4. OLD BUSINESS

None scheduled.

5. NEW BUSINESS

- a. Presentation and discussion on Bayside Acres Beach Sewers (Nute Engineering and Prunuske Chatham).
- b. Adopt resolution authorizing the District Manager/District Engineer as designated representative to sign documents for federal financial assistance.
- c. Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc., for design and construction related services for the Third Street Sewer Rehabilitation Project, Lootens Place to Mary Street.
- d. Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Park Engineering for construction related services for the South Francisco Pump Station Improvement Project.

6. INFORMATIONAL ITEMS

7. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS

8. ADJOURNMENT

The next scheduled meeting is May 22, 2020.

**SAN RAFAEL SANITATION DISTRICT
Minutes of the Meeting
February 28, 2020**

Regular Meeting

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

The meeting was called to order at 9:05 A.M. by Chair Phillips.

Attendance Board: Gary O. Phillips, Chair
Katie Rice, Acting Secretary/Director

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

Attendance Others: Benjamin L. Shick, P.E., Schaaf & Wheeler
Dean DiGiovanni, CMSA Commissioner for SRSD

- 1. **OPEN PERIOD** - No persons were present to address the Board.
- 2. **MINUTES OF JANUARY 31, 2020.**

MOTION by Director Rice, seconded by Chair Phillips, to approve the minutes of the January 31, 2020, meetings as presented.

AYES: Director Rice, Chair Phillips
NOES: None
ABSENT: Director Bushey

Motion Carried

3. PAYMENTS

MOTION by Director Rice, seconded by Chair Phillips, to approve the payments for January 2020 in the amount of \$1,900,621.84 for maintenance and operation of the District and for capital improvements.

AYES: Director Rice, Chair Phillips
NOES: None
ABSENT: Director Bushey

Motion Carried

4. OLD BUSINESS

None.

5. NEW BUSINESS

a. Presentation and discussion on Woodland Avenue Sewer Improvement Project (Schaaf & Wheeler).

District Manager Toy reported that at the November meeting the Board had adopted a resolution to execute an Agreement with Schaaf & Wheeler for engineering services for the Woodland Avenue Sewer Improvement Project. She then referred to the project site map and reported that this project is for the repair and replacement of the sewer facilities on B Street, from First Street to Woodland Avenue to Warner Court and to Octavia Street. Next, Manager Toy reported that on Woodland Place, the homes connect to the sewer through their backyards and that these sewers run through a 5-foot easement on one side and a 10-foot easement on the other side. She also reported that these sewers are flat and shallow and have cracks, roots, and offset joints, which create a maintenance nightmare. She then reported that the maintenance crew must go out to clean these sewer lines about six times per year and that it is time to replace them. Manager Toy then introduced Ben Shick with Schaaf & Wheeler who was present to discuss the options for improving these sewer lines. Mr. Shick then gave a presentation outlining the issues, the goals, the alternatives considered for the improvements, and the preferred alternative. He reported that the only alternative that would address all of the issues (open trench relocation) would be to install a new sewer line in Woodland Place and to relocate the sewer laterals by going under or around the homes in order to connect to that line. He also reported that because of the landscaping and hardscaping around the homes, relocating the laterals would require many improvements, including possible driveway replacements. Mr. Shick then reviewed the costs for this project and reported that the total estimate within Woodland Place would be approximately \$800,000. He also reviewed some options for funding the work associated with the installation of the new sewer laterals, since sewer laterals are privately owned and maintained by the property owners. He then recommended that the next steps for the open trench relocation project would be to conduct field investigations to confirm the feasibility of relocating the sewer laterals; conduct public outreach, such as community and individual meetings, and discuss costs and/or possible financial assistance; and establish a timeline for property owners to connect to the new sewer main (if they are required to fund or perform a portion of the work). The Board then reported that they felt the next step should be to determine the feasibility of relocating the sewer laterals. Mr. Shick then reported that an investigation into the feasibility of this option would cost approximately \$15,000 and could take up to a couple of months to complete since most of the properties are not owner occupied. Director Rice then inquired whether this project might delay the Beach Sewers Bayside Acres Project, and Manager Toy explained that it would not cause a delay because construction on the Beach Sewers Bayside Acres Project could not begin until next year due to the extensive public outreach required. After much discussion, a consensus was reached on the need for a feasibility study/investigation, and the Board requested that this matter be brought back to report the findings of the study/investigation.

- b. **Adopt resolution authorizing the District Manager/District Engineer to sign an agreement with WorkSmart Automation, Inc., for programming services for the South Francisco Pump Station Improvement Project.**

District Manager Toy reported that back in September, the District had awarded the South Francisco Pump Station Improvement Project to JMB Construction, Inc. She reported that the contract specifications for this project did not include the programming portion of the work because the District wanted this work to be performed by a consultant that is familiar with the programming of the District's pump stations. She also reported that WorkSmart Automation, Inc., had previously performed the programming work for the District's last four pump station projects and had also installed and set up the District's SCADA system. Manager Toy then reported that the District had requested WorkSmart to provide a proposal for programming services for the South Francisco Pump Station, and the proposal received was for a lump-sum cost of \$32,000.

MOTION by Director Rice, seconded by Chair Phillips, to adopt the resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with WorkSmart Automation, Inc., for programming related services for the South Francisco Pump Station Improvement Project for an amount not to exceed \$32,000.

AYES: Director Rice, Chair Phillips

NOES: None

ABSENT: Director Bushey

Motion Carried

- c. **Report on adoption of investment policy.**

- **Adopt resolution to approve the investment policy of the County of Marin as the investment policy for the San Rafael Sanitation District.**

District Manager Toy reported that California Government Code Section 53600 requires all California special districts to adopt an annual investment policy. She reported that the District utilizes the services of the County to collect its revenues, disburse expenses, and invest its cash. She also reported that the County investment policy meets the requirements of this California Government Code; and because the District does not independently manage investments, the investment policy of the County serves as the investment policy of the District. District Manager Toy then recommended that the Board adopt the resolution approving the County's investment policy as the investment policy for the District.

MOTION by Director Rice, seconded by Chair Phillips, to adopt the resolution to approve the investment policy of the County of Marin as the investment policy for the San Rafael Sanitation District.

AYES: Director Rice, Chair Phillips

NOES: None

ABSENT: Director Bushey

Motion Carried

d. Approve Board meeting calendar for 2020.

District Manager Toy reported that at the January meeting, the Board had decided to continue to hold its meetings on the fourth Friday of the month at 9:00 A.M. Next, she referred to the Board meeting schedule and reported that the fourth Friday in both November and December falls on a holiday. She then reported that she felt it would be better to reschedule those meetings when it gets closer to those dates.

MOTION by Director Rice, seconded by Chair Phillips, to approve the Board meeting calendar for 2020.

AYES: Director Rice, Chair Phillips

NOES: None

ABSENT: Director Bushey

Motion Carried

6. INFORMATIONAL ITEMS

None.

7. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS

Chair Phillips requested that a closed session be placed on the agenda for the next meeting in order to continue the public employee performance evaluation for the District Manager.

8. ADJOURNMENT

There being no further business to come before the Board, the meeting of February 28, 2020, was adjourned at 9:48 A.M. The next regular meeting of the San Rafael Sanitation District scheduled for Friday, March 27, 2020, was later canceled. The following regular meeting was scheduled for Friday, April 24, 2020, at 9:00 A.M. via teleconferencing.

Respectfully submitted,

Katie Rice, Acting Recording Secretary

ATTEST THIS 24th DAY OF APRIL 2020

Gary O. Phillips, Chair

3.

SAN RAFAEL SANITATION DISTRICT
PAYMENT SUMMARY
February 1, 2020 - February 29, 2020
 Vendor/Payee

	Class	Acct#	Account Name	Amount
3T EQUIPMENT COMPANY	200	2360	O&M - collection systems	327.00
3T EQUIPMENT COMPANY	200	2360	O&M - collection systems	114.64
ARAMARK UNIFORM SERVICES	200	2021	Uniforms	143.58
ARAMARK UNIFORM SERVICES	200	2021	Uniforms	138.83
ARAMARK UNIFORM SERVICES	200	2021	Uniforms	138.83
ARAMARK UNIFORM SERVICES	200	2021	Uniforms	138.83
AT&T *4667	100	2534	Telephone service	240.20
AT&T *9362	100	2534	Telephone service	314.35
AT&T MOBILITY	100	2534	Telephone service	668.70
BAY AREA AIR QUALITY MANAGEMENT DIS	200	2359	Maint- pump sta's & force mains	984.00
BAY AREA AIR QUALITY MANAGEMENT DIS	200	2359	Maint- pump sta's & force mains	698.00
CALIFORNIA CAD SOLUTIONS INC	100	4188	Facilities mapping services	2,925.00
CENTRAL MARIN SANITATION AGENCY	200	2210	Connection fees payable cmsa	6,252.73
CENTRAL MARIN SANITATION AGENCY	200	2210	Connection fees payable cmsa	13,287.13
CENTRAL MARIN SANITATION AGENCY	200	2210	Connection fees payable cmsa	6,252.64
CENTRAL MARIN SANITATION AGENCY	100	4900	FOG Program	1,136.08
CITY OF SAN RAFAEL	200	2359	Maint- pump sta's & force mains	2,624.11
COUNTY OF MARIN	100	2282	Director's fees	100.00
CSW/STUBER-STROEHR ENGR GROUP INC.	300	4306	Miramar and Miraflores (80)	1,846.25
CWEA-TCP	100	2388	Training and education	192.00
EWERS ENGINEERING INC	300	4151	Force Main Cond A	24,120.00
GOLDSTREET DESIGN AGENCY, INC	100	2321	Public outreach	1,004.23
GOLDSTREET DESIGN AGENCY, INC	100	2321	Public outreach	7,041.21
GRAINGER	200	2359	Maint- pump sta's & force mains	73.93
JACKSON'S HARDWARE	200	2359	Maint- pump sta's & force mains	5.40
KIMBALL MIDWEST	200	2359	Maint- pump sta's & force mains	68.08
MAHER ACCOUNTANCY	100	2717	Accounting services	3,600.00
MARIBETH BUSHEY	100	2282	Director's fees	100.00
MARIN COUNTY TAX COLLECTOR	100	2713	Legal services	1,170.00
MAZARIEGOS, DEMETRIA	300	4333	Forbes Ave Sewer Project (80)	1,200.00
NORTH BAY PETROLEUM	200	2359	Maint- pump sta's & force mains	2,640.14
NUTE ENGINEERING	300	4336	Francisco Blvd. East-Medway(80)	5,429.75
NUTE ENGINEERING	300	4148	S. Francisco Pump Station (10)	176.00
NUTE ENGINEERING	300	4148	S. Francisco Pump Station (10)	1,649.25
NUTE ENGINEERING	300	4148	S. Francisco Pump Station (10)	7,816.00
NUTE ENGINEERING	300	4148	S. Francisco Pump Station (10)	7,082.75
PHILLIPS, GARY	100	2282	Director's fees	100.00
PIERSON JACOBS, OLIVIA	100	2122	Rebate/Refunds	3,543.97
R & B COMPANY	200	2359	Maint- pump sta's & force mains	210.59
ROBERT A. BOTHMAN CONSTRUCTION, INC.	200	2359	Maint- pump sta's & force mains	33,934.93
SCHAAF & WHEELER, INC	300	4339	Woodland Pl/Ave & Octavia (80)	19,303.00
STAPLES INC	100	2133	Office & shop supplies	63.20

US BANK CORPORATE PAYMENT	200	2360	O&M - collection systems	Collection System - clamp for manhole hook for new vector truck	3,01
US BANK CORPORATE PAYMENT	100	2133	Office & shop supplies	Office Supplies - certified mail to 255 Margarita Drive on 1/14/20	11,30
US BANK CORPORATE PAYMENT	100	2133	Office & shop supplies	Office Supplies - tide calendars	79,90
US BANK CORPORATE PAYMENT	200	2359	Maint- pump sta's & force mains	Pump Stations - cover for fuel trailer at Corp. yard	273,94
US BANK CORPORATE PAYMENT	200	2359	Maint- pump sta's & force mains	Pump Stations - eye wash preservative for pump stations	101,54
US BANK CORPORATE PAYMENT	200	2359	Maint- pump sta's & force mains	Pump Stations - shipping fee to return surge protector for the Marina Pump Station	69,05
US BANK CORPORATE PAYMENT	300	4148	S. Francisco Pump Station (10)	South Francisco Pump Station Improvements Project - encroachment permit	919,00
US BANK CORPORATE PAYMENT	100	2131	Memberships and subscriptions	Subscriptions - Marin LJ for 8 weeks	120,00
US BANK CORPORATE PAYMENT	100	2388	Training and education	Training & Education - Intro to Collection O&M for new Maintenance Worker	195,00
VERIZON WIRELESS	100	2534	Telephone service	Telephone Service - wireless service for laptops 12/21/19-1/20/20	342,09
WALDMEIER M. L. AND GORDON MARTIN	100	2122	Rebate/Refunds	Refunds - refund of overpayment of sewer service charges for 326 G St. for FY2013-14, FY2014-15, and FY2015-16	2,330,02
WATER COMPONENTS & BLDG SUPPLY	200	2360	O&M - collection systems	Collection system - pipe for spot repair at 292 Fairhills Drive	1,336,59
WECO INDUSTRIES LLC	200	2360	O&M - collection systems	Collection System - new head for new vector nozzle	1,880,19
WECO INDUSTRIES LLC	200	2360	O&M - collection systems	Collection System - nozzle skid for new vector truck	102,26
WECO INDUSTRIES LLC	200	2360	O&M - collection systems	Collection System - repair to push camera for CCTV	3,949,73
WORKSMART AUTOMATION, INC	200	2359	Maint- pump sta's & force mains	Pump Stations - San Pedro PS cellular modem link	6,034,07
					\$ 176,602,86

3.

SAN RAFAEL SANITATION DISTRICT
PAYMENT SUMMARY


March 1, 2020 - March 31, 2020

Vendor/Payee

	Memo	Class	Acct #	Account Name	Amount
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 2/19/20	200	2021	Uniforms	139.83
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 2/26/20	200	2021	Uniforms	154.33
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 3/04/20	200	2021	Uniforms	138.83
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 3/11/20	200	2021	Uniforms	142.83
AT&T *8362	Telephone Service - land lines for pump stations and dialers from 2/02/20-3/01/20	100	2534	Telephone service	317.69
BAY AREA AIR QUALITY MANAGEMENT DIS	Pump Stations - permit renewal fee for Bret Harte Pump Station for 4/01/20-4/01/22	200	2359	Maint- pump sta's & force mains	776.00
BRANDON TIRE	Vehicles - flat tire repair on vehicle #8149-18	200	2083	Parts and repairs vehicles	50.00
BWS DISTRIBUTORS	Safety - repair to gas detector #1	200	2365	Safety equipment and supplies	176.75
CITY OF SAN RAFAEL	Contract with San Rafael - third quarter FY 2019-20 reimbursement	100	2361	Contract with San Rafael	776,173.28
COUNTY OF MARIN	Director's Fees - Katie Rice on 2/28/20	100	2282	Director's fees	100.00
DURACABLE MANUFACTURING	Collection System - blades for powder rodder	200	2360	O&M - collection systems	325.47
ELITE VALVE, INC.	Pump Stations - knife valves for force main	200	2359	Maint- pump sta's & force mains	3,608.00
EVOQUA WATER TECHNOLOGIES, LLC	Odor Control - service and inspection of chemical tanks at pump stations for 12/01/19-2/29/20	200	2106	Odor control chemicals	4,549.67
EWERS ENGINEERING INC	Force Main Condition Assessment Program Development, Phase 2 - engineering services for 2/01/20-2/29/20	300	4151	Force Main Cond A	8,840.00
JACKSON'S HARDWARE	Pump Stations - supplies for North Francisco Pump Station Guard Rails	200	2359	Maint- pump sta's & force mains	42.13
JACKSON'S HARDWARE	Pump Stations - tarp for chemical tote at West Railroad Pump Station	200	2359	Maint- pump sta's & force mains	19.61
MAGGIORA & GHILOTTI INC	Francisco Blvd East Sewer Rehabilitation Project - potholing	300	4336	Francisco Blvd. East-Medway(60)	5,400.00
MAHER ACCOUNTANCY	Accounting Services - March 2020	100	2717	Accounting services	3,600.00
MARIN MUNICIPAL WATER DIS	Water - 44 Lagoon Rd. from 12/17/19 - 2/13/20	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	Water - 220 Tamal Vista Blvd. for 12/26/19 - 2/28/20 - water for vactor truck	200	2536	Water utility costs	734.09
MARIN MUNICIPAL WATER DIS	Water - 220 Tamal Vista Blvd. for 1/01/20 - 2/28/20 - water for vactor truck	200	2536	Water utility costs	964.09
MARIN MUNICIPAL WATER DIS	Water - 1271 Andersen Dr. from 12/11/19 - 2/10/20	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	Water - 3106 Kerner Blvd. from 12/14/19 - 2/13/20	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	Water - Andersen Dr. from 12/11/19 - 2/10/20	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	Water - Castro Ave. from 12/13/19 - 2/12/20	200	2536	Water utility costs	316.82
MARIN MUNICIPAL WATER DIS	Water - Catalina Blvd. from 12/13/19 - 2/12/20	200	2536	Water utility costs	157.31
MARIN MUNICIPAL WATER DIS	Water - East Francisco Blvd. from 12/13/19 - 2/12/20	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	Water - East Francisco Blvd. from 12/14/19 - 2/13/20	200	2536	Water utility costs	451.03
MARIN MUNICIPAL WATER DIS	Water - Montecito Rd. from 12/14/19 - 2/13/20	200	2536	Water utility costs	103.91
MARIN MUNICIPAL WATER DIS	Water - North San Pedro Rd. from 12/17/19 - 2/13/20	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	Water - Peacock Dr. from 12/17/19 - 2/13/20	200	2536	Water utility costs	81.29
MARIN MUNICIPAL WATER DIS	Water - Point San Pedro Rd. from 12/14/19 - 2/13/20	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	Water - Riviera Dr. LT28 Sewer Pump from 12/17/19 - 2/13/20	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	Water - Simms St. from 12/11/19 - 2/10/20	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	Water - Woodland Ave. from 12/11/19 - 2/10/20	200	2536	Water utility costs	81.29
MARIN ROTO-ROOTER SEWER SERVICE, INC	Collection System - spot repair at 11 Wilson Court	200	2360	O&M - collection systems	5,468.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Collection System - spot repair at 52 Elizabeth Way	200	2360	O&M - collection systems	13,235.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Collection System - spot repair at 120 Maywood Way	200	2360	O&M - collection systems	7,685.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Collection System - spot repair at 319 Pt. San Pedro Rd.	200	2360	O&M - collection systems	4,395.00

MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - service at 107 Taylor St	200	2363	Standby services	325.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - service at 232 Miramar Avenue	200	2363	Standby services	1,950.00
McMASTER-CARR	Pump Stations - anchors for concrete for North Francisco PS guard rails	200	2359	Maint- pump sta's & force mains	29.70
McMASTER-CARR	Pump Stations - chain clips for North Francisco PS guard rails	200	2359	Maint- pump sta's & force mains	487.68
McMASTER-CARR	Pump Stations - screws for North Francisco PS guard rails	200	2359	Maint- pump sta's & force mains	44.63
McMASTER-CARR	Pump Stations - washers for shop stock	200	2359	Maint- pump sta's & force mains	5.47
PAC MACHINE CO	Pump Stations - cable adapter for generators	200	2359	Maint- pump sta's & force mains	159.57
PERIN - BATTERIES PLUS	Collection Systems - batteries for metal detector	200	2360	O&M - collection systems	8.99
PG&E a/c 2480926202-5	Power - electric service for pump stations January-February 2020	200	2535	Electric utility costs	14,341.05
PHILLIPS, GARY	Director's Fees - Gary O. Phillips on 2/28/20	100	2282	Director's fees	100.00
PLATT	Pump Stations - light bulbs for the North Francisco Pump Station	200	2359	Maint- pump sta's & force mains	15.48
PUMP REPAIR SERVICE CO	Pump Stations - repair to pump #1 at Riviera Pump Station	200	2359	Maint- pump sta's & force mains	23,859.90
SCHAAF & WHEELER, INC	Woodland Ave. SIP - engineering services through 2/29/20	300	4339	Woodland Pl(Ave & Octavia (80)	34,923.63
SHAPE INC	Pump Stations - parts for portable pumps	200	2359	Maint- pump sta's & force mains	25.61
SmartCover Systems, Inc.	Collection System - labor to install SmartCover H2S sensor and H2Scents	200	2360	O&M - collection systems	500.00
SmartCover Systems, Inc.	Collection System - new SmartCover	200	2360	O&M - collection systems	4,750.65
SmartCover Systems, Inc.	Collection System - new SmartCover and upgrade	200	2360	O&M - collection systems	6,076.65
SUBSITE ELECTRONICS CA	Collection System - tires for tractor camera	200	2360	O&M - collection systems	974.85
TRANSBAY SECURITY SERVICE	Vehicles - extra key for vehicle # 818 Ford Escape	200	2083	Parts and repairs vehicles	81.75
TREEMASTERS	Pump Stations - prune trees encroaching into neighboring yard at the Peacock #2 Pump Station	200	2359	Maint- pump sta's & force mains	2,560.00
TRICOLOR PAINTING LLC	Pump Stations - painting of North Francisco PS	200	2359	Maint- pump sta's & force mains	6,750.00
UNITED TEXTILE	Pump Stations - shop rags	200	2359	Maint- pump sta's & force mains	168.87
US BANK CORPORATE PAYMENT	Office Supplies - date stamp	100	2133	Office & shop supplies	32.76
US BANK CORPORATE PAYMENT	Office Supplies - nails and hooks to hang pictures at Corp. yard	100	2133	Office & shop supplies	10.88
US BANK CORPORATE PAYMENT	Office Supplies - postage for certified mail to 255 Margarita Drive	100	2133	Office & shop supplies	5.80
US BANK CORPORATE PAYMENT	Pump Stations - UPS for Cayes Main PS	200	2388	Maint- pump sta's & force mains	226.71
US BANK CORPORATE PAYMENT	Training and Education - Resident Engineers Academy for SRSD Junior Engineer	100	2388	Training and education	360.00
VERIZON WIRELESS	Telephone Service - wireless service for laptops 1/21/20-2/20/20	100	2534	Telephone service	342.09
WATER AND WASTEWATER JOBS	Public Outreach - job posting for Senior Civil Engineer position	100	2321	Public outreach	185.00
WATER COMPONENTS & BLDG SUPPLY	Collection System - concrete to plug abandoned sewer main at 12 Amalfi Place	200	2360	O&M - collection systems	35.40
WATER COMPONENTS & BLDG SUPPLY	Collection System - mortar for sewer repair at 183 Oak Street	200	2360	O&M - collection systems	136.20
WATER COMPONENTS & BLDG SUPPLY	Collection System - pipe for sewer repair at 824 Point San Pedro Road	200	2360	O&M - collection systems	37.56
WATER COMPONENTS & BLDG SUPPLY	Collection System - pipe for spot repair at 52 Elizabeth Way	200	2360	O&M - collection systems	234.38
WILLIS PROFESSIONAL LAND SURVEYING INC	Force Main Condition Assessment Program Development, Phase 2 - excavation topographies	300	4151	Force Main Cond A	1,980.00
WILLIS PROFESSIONAL LAND SURVEYING INC	Pump Stations - SMART Crossing	200	2359	Maint- pump sta's & force mains	692.00
WILLIS PROFESSIONAL LAND SURVEYING INC	Pump Stations - valve replacement	200	2359	Maint- pump sta's & force mains	1,485.00
					\$ 942,684.88

SAN RAFAEL SANITATION DISTRICT
Agenda Item No. 5.b.

DATE: April 24, 2020
TO: Board of Directors, San Rafael Sanitation District
FROM: Doris Toy, District Manager/District Engineer 
SUBJECT: Adopt Resolution Authorizing the District Manager/District Engineer as Designated Representative to Sign Documents for Federal Financial Assistance

RECOMMENDATION:

Adopt resolution authorizing the District Manager/District Engineer as designated representative to sign documents for federal financial assistance.

SUMMARY:

In accordance with Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of public health officials may be reimbursed under Category B of FEMA’s Public Assistance Program. Special districts, such as the San Rafael Sanitation District, are eligible to apply.

The District is required to submit the following documentation to the California Governor’s Office of Emergency Services (CalOES):

1. Request for Public Assistance (FEMA Form 009-0-49).
2. Project Assurances for Federal Assistance (Cal OES 89 Form).
3. Designation of Applicant’s Agent Resolution (Cal OES 130 Form).

Staff has submitted the first two documents to CalOES. Therefore, the Designation of Applicant’s Agency Resolution is the only outstanding document to complete this phase of CalOES requirements for requesting financial assistance. The resolution is for authorizing and designating a District representative to execute the federal application and file it with CalOES for the purpose of obtaining federal financial assistance

FISCAL IMPACT:

No financial impact in applying for federal financial assistance from CalOES.

Since early March, the District has performed the following activities related to COVID-19:

- Management staff has been attending meetings and addressing personnel related issues.
- Performed emergency maintenance work on pump stations due to additional towels, wipes, and rags.
- Purchased personal protective equipment.
- Provided employee training on health and safety in regard to COVID-19.
- Developed an Exposure Control Plan for District staff.

- Provided public notifications, i.e., educational postcard mailers and videos.

The District will be requesting reimbursement for the above items and any other related items in the near future

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer as designated representative to sign documents for federal financial assistance.

Attachments: Request for Public Assistance (FEMA Form 009-0-49).
Project Assurances for Federal Assistance (Cal OES 89 Form).
Designation of Applicant's Agent Resolution (Cal OES 130 Form).
Resolution

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
REQUEST FOR PUBLIC ASSISTANCE

OMB Control Number 1660-0017
Expires December 31, 2019

Paperwork Burden Disclosure Notice			
Public reporting burden for this data collection is estimated to average 15 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW., Washington, DC 20472, Paperwork Reduction Project (1660-0017) NOTE: Do not send your completed form to this address.			
Privacy Act Statement			
Authority: FEMA is authorized to collect the information requested pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, §§ 402-403, 406-407, 417, 423, and 427, 42 U.S.C. 5170a-b, 5172-73, 5184, 5189a, 5189e; The American Recovery and Reinvestment Act of 2009, Public Law No. 111-5, § 601; and "Public Assistance Project Administration," 44 C.F.R. §§ 206.202, and 206.209.			
APPLICANT (Political subdivision or eligible applicant) San Rafael Sanitation District			DATE SUBMITTED April 16, 2020
DUNS NUMBER 963545996		FEDERAL TAX ID NUMBER 94-6003818	
COUNTY (Location of Damages. If located in multiple counties, please indicate) Marin			
APPLICANT PHYSICAL LOCATION			
STREET ADDRESS 111 Morphew Street			
CITY San Rafael	COUNTY Marin	STATE CA	ZIP CODE 94901
MAILING ADDRESS (If different from Physical Location)			
STREET ADDRESS			
POST OFFICE BOX	CITY	STATE	ZIP CODE
Primary Contact/Applicant's Authorized Agent		Alternate Contact	
NAME Doris Toy		NAME Cindy Hernandez	
TITLE District Manager		TITLE Senior Administrative Assistant	
BUSINESS PHONE 415-485-3484		BUSINESS PHONE 415-485-3132	
FAX NUMBER 415-454-2270		FAX NUMBER 415-454-2270	
HOME PHONE (Optional)		HOME PHONE (Optional)	
CELL PHONE		CELL PHONE	
E-MAIL ADDRESS Doris.Toy@cityofsanrafael.org		E-MAIL ADDRESS Cindy.Hernandez@cityofsanrafael.org	
Did you participate in the Federal/State Preliminary Damage Assessment (PDA)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
Private Non-Profit Organization? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
If yes, which of the facilities identified below best describe your organization?			
Title 44 CFR, part 206.221(e) defines an eligible private non-profit facility as: "... any private non-profit educational, utility, emergency, medical or custodial care facility, including a facility for the aged or disabled, and other facility providing essential governmental type services to the general public, and such facilities on Indian reservations." "Other essential governmental service facility means museums, zoos, community centers, libraries, homeless shelters, senior citizen centers, rehabilitation facilities, shelter workshops and facilities which provide health and safety services of a governmental nature. All such facilities must be open to the general public."			
Private Non-Profit Organizations must attach copies of their Tax Exemption Certificate and Organization Charter or By-Laws. If your organization is a school or educational facility, please attach information on accreditation or certification.			
OFFICIAL USE ONLY: FEMA -		-DR-	FIPS#
			DATE RECEIVED

PROJECT ASSURANCES FOR FEDERAL ASSISTANCE

SUBRECIPIENT'S NAME: San Rafael Sanitation District
(Name of Organization)

ADDRESS: 111 Morphew Street

CITY: San Rafael STATE: CA ZIP CODE: 94901

TELEPHONE: 415-485-3132 FAX NUMBER: 415-454-2270

AUTHORIZED AGENT: Doris Toy TITLE: District Manager

EMAIL ADDRESS: Doris.Toy@cityofsanrafael.org

ASSURANCES – CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to all of your projects. If you have questions, please contact the California Governor's Office of Emergency Services. Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the subrecipient named above:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, Federal Office of Inspector General 2 CFR 200.336, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance-awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gains.
8. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

9. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) which may apply to the application.
10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
11. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$5,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.O. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
15. Will comply with Standardized Emergency Management (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
16. Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996.
17. Will disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with §200.112.
18. Will comply with all applicable requirements of all other federal laws, Executive Orders, regulations and policies governing this program.
19. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the subrecipient application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
 - a. The state warrant covering federal financial assistance will be deposited in a special and separate account, and will be used to pay only eligible costs for projects described above;
 - b. To return to the State of California such part of the funds so reimbursed pursuant to the above numbered application, which are excess to the approved actual expenditures as accepted by final audit of the federal or state government.
 - c. In the event the approved amount of the above numbered project application is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.

20. The non-Federal entity for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award §200.113. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment.

21. Will not make any award or permit any award (subaward or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

"I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized by the above named subrecipient to enter into this agreement for and on behalf of the said subrecipient, and by my signature do bind the subrecipient to the terms thereof."

Doris Toy

PRINTED NAME

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

District Manager

4/16/2020

TITLE

DATE

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____, a public entity
(Name of Applicant)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the _____, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this _____ day of _____, 20____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)
_____, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the _____ of the _____
(Governing Body) (Name of Applicant)

on the _____ day of _____, 20____.

(Signature)

(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification.")

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 20-1200

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN RAFAEL SANITATION DISTRICT
AUTHORIZING THE DISTRICT MANAGER/DISTRICT ENGINEER
AS DESIGNATED REPRESENTATIVE TO SIGN DOCUMENTS
FOR FEDERAL FINANCIAL ASSISTANCE**

**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 as designated representative to sign documents for federal financial assistance on behalf of the San Rafael Sanitation District.

PASSED AND ADOPTED at a regular meeting of the San Rafael Sanitation District Board of Directors held on the 24th day of April 2020 by the following vote, to wit:

AYES:

NOES:

ABSENT/ABSTAIN:

SAN RAFAEL SANITATION DISTRICT


Gary O. Phillips, Chair

ATTEST:

Maribeth Bushey, Secretary

5.c.

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

DATE: April 24, 2020
TO: Board of Directors, San Rafael Sanitation District
FROM: Doris Toy, District Manager/District Engineer 
SUBJECT: Adopt Resolution Authorizing the District Manager/District Engineer to Execute a Professional Services Agreement with Kimley-Horn and Associates, Inc., for Design and Construction Related Services for the Third Street Sewer Rehabilitation Project, Lootens Place to Mary Street

RECOMMENDATION:

Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc., for design and construction related services for the Third Street Sewer Rehabilitation Project, Lootens Place to Mary Street.

BACKGROUND:

In August 2019, the City of San Rafael informed the utility agencies that it is planning to rehabilitate Third Street from Fourth Street/Miracle Mile to Union Street, which will include ADA sidewalks and ramps, traffic signal upgrades, bike and pedestrian safety, and paving the road. The City is planning to begin construction in 2021. Both the District and Marin Municipal Water District (MMWD) have facilities that are in need of repair or replacement. In order to lessen the impact on traffic and disruption to the public, the City plans to incorporate both MMWD and the District's plans and specifications into the City's construction project.

MMWD plans to design its portion of the project in-house. However, the District decided to participate in the City's Request for Proposal (RFP) process for the design portion of the project and received proposals from CSW/Stuber-Stroeh Engineering Group, BKF Engineers, and Kimley-Horn and Associates, with the thought that the chosen consultant could include the sewer design. This would streamline the project and make it more efficient.

Since the portion of the project located between Lindaro Street and Union Street is funded by federal funds, the City decided to subdivide the Third Street project into two separate projects:

1. Third Street Rehabilitation Project – Miracle Mile to Lindaro Street; and
2. Third Street Safety Improvements Project – Lindaro Street to Union Street.

The District followed the City's lead by separating the Third Street project into two projects with similar project limits. Since the nearest sewer manhole on Third and Lindaro streets is at Lootens Place, the District has revised its project limits on Third Street to separate the project at Lootens Place.

ANALYSIS:

Both District and City staff interviewed the three consultants, CSW/Stuber-Stroeh, BKF, and Kimley-Horn. All three consultants addressed and adequately analyzed the issues raised in both the District and DPW's Request for Proposals.

At the November 19, 2019, City Council meeting, the City Council awarded a contract to CSW/Stuber-Stroeh to perform the design and environmental related services for the Third Street project from Fourth Street/Miracle Mile to Lindaro Street. Several days later, the District also awarded a contract to CSW/Stuber-Stroeh for design and construction related services for the Third Street Sewer Rehabilitation Project, Lootens Place to Fourth Street.

At the March 2, 2020, City Council meeting, the Council awarded a contract to Kimley-Horn and Associates for engineering design and environmental clearance services for the Third Street Safety Improvements Project, Lindaro Street to Union Street.

Kimley-Horn proposes to perform the design and construction related services for the District on a time-and-materials basis, for an amount not to exceed \$99,850.00 for the Third Street Sewer Rehabilitation Project, Lootens Place to Mary Street.

FISCAL IMPACT:

Kimley-Horn's design and construction related services for the Third Street Sewer Rehabilitation Project, Lootens Place to Mary Street, will be funded by the 80-Year Life Cycle Sewer Replacement Program from Fiscal Years 2019-20 and 2020-21.

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc., for design and construction related services for the Third Street Sewer Rehabilitation Project, Lootens Place to Mary Street.

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

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 20-1201

**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
KIMLEY-HORN AND ASSOCIATES, INC.,
FOR DESIGN AND CONSTRUCTION RELATED SERVICES
FOR THE THIRD STREET SEWER REHABILITATION PROJECT,
LOOTENS PLACE TO MARY STREET,
FOR AN AMOUNT NOT TO EXCEED \$99,850**

**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 Kimley-Horn Associates, Inc., for design and construction related services for the Third Street Sewer Rehabilitation Project, Lootens Place to Mary Street, a copy of which is hereby attached and by this reference made a part hereof.

PASSED AND ADOPTED at a regular meeting of the San Rafael Sanitation District Board of Directors held on the 24th day of April 2020 by the following vote, to wit:

AYES:

NOES:

ABSENT/ABSTAIN:

SAN RAFAEL SANITATION DISTRICT

Gary O. Phillips, Chair

ATTEST:

Maribeth Bushey, Secretary

**PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN AND CONSTRUCTION RELATED SERVICES FOR THE
THIRD STREET SEWER REHABILITATION PROJECT
LOOTENS PLACE TO MARY STREET**

This Agreement is made and entered into this 24th day of April 2020 by and between the SAN RAFAEL SANITATION DISTRICT [hereinafter "DISTRICT"], and Kimley-Horn and Associates, Inc. (hereinafter "CONSULTANT").

RECITALS

WHEREAS, the DISTRICT has selected Kimley-Horn and Associates, Inc. to perform the required engineering services for the **"Third Street Sewer Rehabilitation Project, Lootens Place to Mary Street"** (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 District Manager/District Engineer is hereby designated 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. SAM MCWHORTER 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 November 14, 2019, marked Exhibit "A" attached hereto, and incorporated herein by this reference. 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 \$ 99,850 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 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. Any modifications made by Client to any of the Consultant's documents, or any use, partial use or reuse of the documents, for purposes other than identified in this Agreement, without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorney's fees, resulting therefrom.

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, terminate or otherwise modify the terms and conditions of 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;

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 Worker's 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, to the extent 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. Doris Toy, P.E. (Project Manager) San Rafael Sanitation District 111 Morphew Street San Rafael, CA 94901
TO CONSULTANT:	Mr. Sam McWhorter, P.E. (Vice President) Kimley-Horn and Associates, Inc. 4637 Chabot Drive, Suite 300 Pleasanton, CA 94588

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 Consultant, 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 Consultant 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, 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 56-0885615, 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

CONSULTANT

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

KIMLEY-HORN AND ASSOCIATES, INC.

APPROVED AS TO FORM:

By: _____
Sam McWhorter, P.E

Kerry Laiw Gerchow
Deputy County Counsel

Title: Vice President

EXHIBIT A



November 14, 2019

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

Re: Professional Service Agreement

Dear Ms. Toy:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the San Rafael Sanitation District ("Client") for providing professional services for the rehabilitation of the Third Street sewer.

PROJECT UNDERSTANDING

The project is located in Third Street in the City of San Rafael, from Lootens Place (MH1724) to Mary Street (MH181). We understand most of the existing sewer line is Vitrified Clay Pipe (VCP) and will be replaced with PVC per City Standards & Specifications. In addition to the existing system rehabilitation, the sewer system analysis will be coordinated with two existing redevelopment sites and a future senior housing development project.

SCOPE OF SERVICES

Task 1: Project Management and Coordination

Kimley-Horn will provide contract management and quality control services throughout the duration of the project as part of this task. This task includes weekly meetings with the Sanitation District, City of San Rafael, and other consultants working on the Third Street Rehabilitation project as needed.

Deliverables:

- Project Schedule and updates
- Meeting agendas and minutes for all design and coordination meetings

Task 2: Construction Documents

Kimley-Horn will prepare one construction document package based upon the Client's standards and specifications. We will produce 35%, 65% and 95% submittal packages for review and coordination with the City staff. An engineer's opinion of probable cost will be prepared at each project milestone. One round of consolidated review comments will be addressed for each submittal package. The construction documents package will include:

- Cover Sheet – indicating project location and team data
- Project Notes – Client, governing agency, and engineer's general notes to the contractor

- Project Layout and Horizontal Control – establishing the bench mark and survey controls for the project
- Plan and Profile – the horizontal and vertical detailing of the sewer pipeline will be indicated with relevant construction notes
- Construction Details – project specific details will be included to clarify unique field conditions and modifications from City standards if required

This task includes up to two site visits to the project site by the design team. The initial site visit will be conducted to field check items on the as-built documents and CCTV camera information provided by the City. Additional field visits will be conducted as need to determine project phasing.

We will prepare final bid documents incorporating comments from previous reviews. Final plans will be printed on 24" x 36" paper and will include final signatures ready for reproduction.

Deliverables:

- 35%, 65%, and 95% PS&E submittals in both paper and electronic (PDF)
- A table summarizing review comments and the resolution of the review comments
- Final Construction Documents in both paper and electronic format

Task 3: Final Bid Phase and Bid Phase Support

Kimley-Horn will attend the pre-bid meeting and respond to questions concerning the plans, specifications, and estimates prepared in Task 2. Should a bid addendum be required we assume a maximum of twenty-four (24) hours of effort. We will review construction bids provided by the Client and make a recommendation to the Client for award of the construction contract.

Deliverables:

- Prepare a construction document addendum, if required, for distribution by the Client.
- Prepare answers to bidder's questions for distribution by the Client on a weekly basis during bid phase
- Prepare a recommendation to the Client for the award of the construction contract

Task 4: Design Support During Construction

Kimley-Horn will assist the Client during construction, as requested. Kimley-Horn will provide its services on a time and materials basis according to the attached rate schedule. Construction is assumed to occur over a five-month duration and a maximum of one hundred eighty (180) hours will be required of this effort. Services we can provide include the following:

Visits to Site and Observation of Construction Kimley-Horn will provide on-site construction observation visits during the construction phase. Kimley-Horn will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, and similar methods of general observation of the Work based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will

evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep Client informed of the general progress of the Work.

The purpose of Kimley-Horn's site visits will be to enable Kimley-Horn to better carry out the duties and responsibilities specifically assigned in this Agreement to Kimley-Horn, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Kimley-Horn A shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Client.

Change Orders. Kimley-Horn may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Disagreements between Client and Contractor. Kimley-Horn will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Kimley-Horn shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Kimley-Horn will determine the amounts that Kimley-Horn recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Kimley-Horn's representation to Client, based on such observations and review, that, to the best of Kimley-Horn's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, Kimley-Horn shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Kimley-Horn in this Agreement. It will also not impose responsibility on Kimley-Horn to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

Limitation of Responsibilities. Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Flow monitoring
- Wastewater generation rate calculations
- Contaminated soil remediation
- Dewatering plans
- Excavation and Shoring Plans
- Any additional sewer line rehabilitation outside of the limits described in the Project Understanding

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Any project-related utility underground maps and any existing information in the possession of the Client necessary to complete the design.
- All project construction inspection work and contract administration.
- Sewer flow rates and proposed connection drawings for the three proposed projects within the limits of work

SCHEDULE

We will provide our services as expeditiously as practicable with the goal of meeting the mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 4 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1 Project Management & Coordination	\$15,400
Task 2 Construction Documents	\$51,180
Task 3 Bid Phase Support	\$6,940
Task 4 Design Support During Construction	\$25,630
Estimated Reimbursable Expenses	\$700
Maximum Labor Fee	\$99,850

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a 15% markup, will be immediately issued to and paid by the Client.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to San Rafael Sanitation District.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Tyler Whaley
Project Manager

P.E. No. C74848



Sam McWhorter
Vice President

P.E. No. C61788

San Rafael Sanitation District

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Request for Information
Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client				
Mailing Address for Invoices				
Contact for Billing Inquiries				
Contact's Phone and e-mail				
Client is (check one)	Owner		Agent for Owner	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.10 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Invoices are due and payable upon presentation. Client shall pay Consultant a time price differential of one and one-half percent (1.5%) of the outstanding amount of each invoice that is overdue for more than 30 days. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. If the Client fails to make any payment due under this or any other agreement within 30 days after presentation, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid, and may commence legal proceedings including filing liens to secure payment.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in

this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions, or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of California. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

CITY OF SAN RAFAEL
Third Street Sewer Rehabilitation Project
11/14/2019

Kimley-Horn and Associates, Inc.									
Name Category/Title	Sam McWhorter Principal In Charge	Tyler Whaley Project Manager	Professional I	Analyst	Sr. Project Support	Project Support	Billing Rate		
							\$240.00	\$220.00	\$180.00
Task 1: Project Management & Coordination	5	80	20	0	10	20	135	\$	15,400.00
1A Project Management & Coordination	5	40	10		10	20	85	\$	15,400.00
1.2 Project meetings		40	10				50	\$	10,600.00
Task 2: Construction Documents	18	49	72	182	0	9	330	\$	51,180.00
2.1 Submittal Packages (35%, 65%, 95%)	12	29	52	144		6	243	\$	39,410.00
2.2 Plan Check responses and revisions	2	12	8	30			52	\$	8,760.00
2.3 Project Specifications	2	4	8	0		2	16	\$	3,010.00
2.4 Cost Estimate	2	4	4	8		1	19	\$	3,305.00
Task 3: Bid Phase Support	2	12	8	14	0	4	40	\$	6,940.00
3.1 Pre-Bid Meeting and RFI		4	4			2	10	\$	1,810.00
3.2 Addenda (if required)		4	4	14		2	24	\$	3,770.00
3.3 Bid Review and recommendation	2	4					6	\$	1,360.00
Task 4: Design support during construction	5	40	39	48	0	18	150	\$	25,630.00
4.1 Pre-construction conference		4	4				8	\$	1,600.00
4.2 Site Visits		4	4	8			16	\$	2,720.00
4.3 RFI review and response	2	2	5	16		4	29	\$	4,480.00
4.4 Submittal review and response		2	4	8		4	18	\$	2,700.00
4.5 Change order assistance	1	2	4			4	11	\$	1,820.00
4.6 Weekly construction meetings		20	10				30	\$	6,200.00
4.7 Final Walk and punch list	1	4	4			2	11	\$	2,050.00
4.8 Record Drawings	1	2	4	16		4	27	\$	4,060.00
TOTAL HOURS	30	181	139	244	10	51	655		
Subtotal Labor:	\$ 7,200.00	\$ 39,820.00	\$ 25,020.00	\$ 34,160.00	\$ 1,500.00	\$ 5,355.00		\$	99,150.00
Other Direct Costs								\$	700.00
Chaudhary & Associates (Surveying Sub)*								\$	75,613.00
Parikh Associates (Geotech Sub)*								\$	20,946.88
Bess Testlab (Potholing Sub)*								\$	50,000.00
Bond Plots and Printing								\$	300.00
Travel-Mileage/Tolls								\$	400.00
								\$	-
TOTAL COST:								\$	99,850.00

*Sub-consultant costs listed for informational purpose. Their fee is covered by the roadway rehab contract to avoid double counting services to the City

S.d.

SAN RAFAEL SANITATION DISTRICT
Agenda Item 5.d.

DATE: April 24, 2020
TO: San Rafael Sanitation District Board of Directors
FROM: Doris Toy, District Manager/District Engineer *DT*
SUBJECT: Adopt Resolution Authorizing the District Manager/District Engineer to Execute a Professional Services Agreement with Park Engineering, Inc., for Construction Related Services

RECOMMENDATION:

Adopt Resolution Authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Park Engineering, Inc., for construction related services.

BACKGROUND:

At the end of March 2020, our Senior Engineer retired, and the District is currently in the recruitment process to fill this position. Since the District's engineering staff presently consists of a Junior Engineer and a District Engineer, the District needs assistance with managing the South Francisco Pump Station Improvement Project, which began construction early this month. A pump station replacement project is a complex project and takes approximately eight months to complete.

Since Park Engineering has assisted both the District and the City of San Rafael with construction related services over the past five years, staff has requested Park Engineering to submit a proposal for construction related services on a part-time basis until the end of the year.

ANALYSIS:

Park Engineering has offered to have Steve Patterson, Vice President, assist us on a part-time basis for construction management services for the South Francisco Pump Station Improvement Project. Staff worked with Mr. Patterson approximately five years ago on the H Street Roadway Improvement Project, which included replacing both the District's sewer and the City's storm drain facilities. Please refer to the attached proposal and resume.

Park Engineering has submitted a proposal for part-time construction management services on a time-and-materials basis for a cost of \$60,614.40. Park's rate of \$189 per hour is reasonable. If staff determines that Mr. Patterson's services are not needed through the end of the year, the District can end Park's contract.

FISCAL IMPACT:

Park Engineering's cost for construction management services in the amount of \$60,614.40 will be funded out of the FY 2019-20 and FY 2020-21 Budget for the 80-Year Life Cycle Sewer Replacement Fund.

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Park Engineering for construction related services.

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

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 20-1202

**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
PARK ENGINEERING, INC., FOR CONSTRUCTION RELATED SERVICES
FOR THE SOUTH FRANCISCO PUMP STATION IMPROVEMENT PROJECT
FOR AN AMOUNT NOT TO EXCEED \$60,615**

**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 Park Engineering, Inc., for construction 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 regular meeting of the San Rafael Sanitation District Board of Directors held on the 24th day of April 2020 by the following vote, to wit:

AYES:

NOES:

ABSENT/ABSTAIN:

SAN RAFAEL SANITATION DISTRICT

Gary O. Phillips, Chair

ATTEST:

Maribeth Bushey, Secretary

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

This Agreement is made and entered into this 24th day of April 2020 by and between the SAN RAFAEL SANITATION DISTRICT (hereinafter "DISTRICT"), and PARK ENGINEERING, INC. (hereinafter "CONSULTANT").

RECITALS

WHEREAS, the DISTRICT has selected PARK ENGINEERING, INC., to perform the required construction 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 District Manager/District 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. JAEMIN PARK 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 Construction Management Consultant to provide services outlined in the Proposal from CONSULTANT dated March 13, 2020, marked Exhibit "A", attached hereto, and incorporated herein by this reference. The CONSULTANT agrees to be available and perform the work as required by the District.

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 the \$60,614.40 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 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. Doris Toy, P.E. (Project Manager)
San Rafael Sanitation District
111 Morpew Street
San Rafael, CA 94901

TO CONSULTANT: Mr. Jaemin Park, P.E. (President)
Park Engineering, Inc.
372 Village Square
Orinda, CA 94563

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 46-3675877, 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

PARK ENGINEERING, INC.

APPROVED AS TO FORM:

By: _____
Jaemin Park, P.E.

Kerry Laiw Gerchow
Deputy County Counsel

Title: President



EXHIBIT A

March 13, 2020

Doris Toy
District Manager / District Engineer
San Rafael Sanitation District
111 Morpew Street
PO Box 151560
San Rafael, CA 94915-1500

RE: Construction Management Services for South Francisco Pump Station Project

Dear Doris,

Park Engineering, Inc. is pleased to submit personnel qualifications and a related cost proposal to provide construction management services for the South Francisco Pump Station Project in the City of San Rafael. We appreciate the opportunity to continue working with the Sanitation District.

As discussed through various phone conversations, the District is in need of a part-time construction manager for the subject project to ensure contract compliance and document the project activities. I am proposing myself for the role and will work on a part-time basis – anticipated about 8 hours per week for the rest of 2020, or about 40 weeks.

Assistance with other District workload tasks may also be performed as requested by the District. Hours can be adjusted as needed to fit the needs of the project and the District. My resume and a proposed cost estimate is included for your information and review.

Should you have any questions or need additional information, please do not hesitate to contact me. I can be reached at 372 Village Square, Orinda, CA 94563, E-mail: spatterson@park-eng.com and Cell: (510) 701-0319.

Sincerely,

A handwritten signature in blue ink that reads "Steve Patterson".

Steve Patterson, P.E.
Vice President

Orinda Office
372 Village Square
Orinda, CA 94563
Tel: 925-257-2508
Fax: 925-401-7030

Emeryville Office
3960 Adeline Street, #3
Emeryville, CA 94608
Tel: 925-257-2508
Fax: 925-401-7030

STATEMENT OF QUALIFICATIONS – PROJECT TEAM

FIRM PROFILE

Park Engineering, Inc. was founded in 2013 with the vision of providing high quality engineering, program/ project management, construction management, construction inspection, project controls, and contract administration services to public agencies on infrastructure and transportation projects.

Park Engineering is led by Jaemin Park and Steve Patterson as the principals of the company. Our company is comprised of experienced professionals who have worked together for numerous transportation and local agencies throughout the San Francisco Bay Area. Our collective project experience includes roadway rehabilitation and repaving, streetscapes including street lighting and signals, sanitary sewer projects, bridge rehabilitation and replacements, structures and buildings, rail and grade separations, parks and playgrounds, trails, flood control, underground utilities, and many other local agency projects constructed to Local, Caltrans and Federal requirements.

Park Engineering specializes in projects with Federal, State, bond, grant and other specialty funding requiring coordination with and audits by, Caltrans, FHWA and many other oversight agencies.

Specialties

- Program/Project Management
- Construction Management
- Resident Engineering
- Construction Inspection
- Civil and Structural Engineering Design
- Project Controls and Document Control
- SWPPP Implementation and Inspection
- Scheduling and Schedule Control
- Cost Estimating and Cost Control
- Utility Coordination
- Claims Analysis, Negotiation and Resolution
- Value Engineering
- Permit Compliance
- Constructability and Bid-ability Review
- Bid Advertisement and Award
- Staff Augmentation
- Federal and State Audit Support

- Federal Fund Reimbursement and Project Closeout
- Public and Community Outreach
- Training and Staff Development

Firm	Park Engineering, Inc.
Year Founded	2013
Form of Organization	California Corporation
Location of Offices	Headquarters: 372 Village Square Orinda, CA 94563 Tel: (925) 257-2508 Fax: (925) 401-7030 www.park-eng.com Additional Office: 3960 Adeline Street, #3 Emeryville, CA 94608
Primary Contact for RFP	Steve Patterson, PE Vice President Cell: (510) 701-0319 E-Mail: spatterson@park-eng.com
Number of Employees	14
Principals	Jaemin Park, PE President Steve Patterson, PE Vice President
Licensing	Registered Professional Civil Engineer(s), State of California

Park Engineering, Inc. has expertise delivering projects for local agencies that include new roadway and street improvements, bridge replacements, widenings and retrofits, streetscapes, water and sewer lines, buildings, pump stations, signals and lighting, and working in sensitive environments. Our expertise includes administering construction projects to Caltrans Standards and Local Assistance Procedures and administering projects that receive funding from multiple sources, including federal, State, local tax measure, special grant and local funds.

STEVE PATTERSON, P.E., RESIDENT ENGINEER / PROJECT MANAGER

Years of Experience

28

Education

B.S. Civil Engineering, Michigan State University, East Lansing, 1991

Professional Registrations

Professional Engineer: California, #C54481, 1995

QSD / QSP: Certificate #22073

Key Qualifications

Steve Patterson's experience includes roadway widening and rehabilitation, highways and interchanges, emergency slide and flood repairs, sound walls, MSE walls, retaining walls, storm box culverts, utility installations and relocations. He has worked in the capacity of Project Manager, Resident Engineer, Construction Inspector, and Office Engineer. Steve is familiar with the Caltrans Standard Specifications, Standard Plans, Construction Manual, Local Assistance Procedures Manual, and the "Greenbook" Standard Specifications for Public Works Construction.

Steve is experienced with supervising inspection staff, CPM schedules, project controls and costs, quality control/quality assurance, analyzing claims, preparing reports, planning personnel resources, negotiating contract change orders. Steve coordinated project work with utility companies, cities, counties, Caltrans, California Department of Fish and Game, Regional Water Quality Control Board, Union Pacific Railroad, private businesses, and the public.

Representative Project Experience

- **City of San Rafael, Public Works & Engineering Department, San Rafael, CA**
City Owned Property Improvements, Roadway and Drainage Improvements
 Steve is Project Manager and Resident Engineer for numerous City Projects ranging in construction costs from \$30,000 to \$2million and including street rehabilitation, curb ramp improvements, drainage improvements, bridge resurfacing, City-owned facility improvements and sanitary sewer replacements. Assisting City Staff to develop and/or assist delivery of project documents for construction, advertise projects for bidding, answer pre-bid questions and evaluate bids, conduct pre-construction meetings and monitor contract progress.
- **Contra Cost County Public Work, Kirker Pass Road Northbound Truck Climbing Lane Project, Concord, California**
 Steve is the construction manager on this \$14.1M federally funded project that constructs an additional lane for improved truck climbing safety. The project constructs six retaining walls to complete the widening lane, as well as grind & pave of all lanes (4) for approximately 2 miles, related drainage improvements and restriping work. Coordination is needed with the Cities of Concord * & Pittsburg, Union 76 for their close proximity gas line and the Concord Pavilion.
- **City of Concord, Citywide Accessibility Improvements No. 4 and Central Concord Pedestrian Improvements Streetscape Project, Concord, California**
 Steve was the construction manager on the \$350,000 federally funded project that removed and reconstructed 45 curb ramps throughout the City. Additional scope of work included pedestrian push button upgrades and roadway striping improvements. He was also the construction manager on a \$3M project in Downtown Concord that includes roadway resurfacing work of both the mill and fill method for Willow Pass Road and a slurry seal for Broadway, as well as replacement of non-ADA compliant curb ramps for 25 intersections in downtown Concord, new traffic signal, and streetscape features installed near the Concord BART Station.

- **City of Orinda, 2017 Paving Rehab Project & BART-Downtown Access Ramp & Lighting Project**
Construction Cost: \$10M & \$900,000 (respectively)
 Construction Manager for this project that required work to occur on 65 different streets within the City. Roadway rehabilitation is primarily through Full Depth Reclamation with extensive drainage and concrete curb & gutter replacement work. Other work consists of utility adjustments, replacement AC dikes and roadway delineation. BART-Downtown Access Ramp consisted of removing an existing concrete stairway and replacing with a new stairway and ADA compliant ramp to link the City's busy Theater District with the adjacent Orinda BART Station. A series of seven retaining walls were constructed to achieve the ADA ramp in small work area, located on Caltrans right-of-way. Other work includes improved lighting and new landscaping with an improved irrigation system.
- **Moraga Road Utility Undergrounding, Sidewalks & Pavement Resurfacing Projects, Town of Moraga, CA - \$2.7M**
 Steve was the Resident Engineer/Project Manager on these three projects for the Town of Moraga that were construction simultaneously.

 - ✓ **Utility Undergrounding, \$1.7M** – A Rule 20A project with PG&E for the Town to convert existing overhead utilities to new underground facilities along one of the main roadways for the Town. Work consisted of extensive daily traffic control for vehicles and pedestrians to perform the installation of new joint trench and utility vault systems.
 - ✓ **Bicycle & Pedestrian Improvements, \$160k** – A federally funded project to construct about 300 LF of sidewalk to connect two critical side streets along Moraga Road.
 - ✓ **Resurfacing Project, \$800k** – A federally funded project that removed and replaced the top 3-inches of existing Moraga Road. Pone of the Town's busiest roadways and only a 2-lane road, daily one-way traffic control was required. Advance notice and monitoring of traffic control was critical to the community outreach on the project.
- **City of Orinda 2014 Street Rehabilitation Project, Orinda, CA**
 Resident Engineer for this \$1.4 million pavement rehabilitation project. Steve was responsible for managing all aspects of this project including contract administration, contract compliance and acceptance, project costs and schedule, and public relations.
- **City of Emeryville, Safe Routes to School Project, Emeryville, CA**
 Resident Engineer for this federally funded \$650K project that upgraded multiple cross-walk intersections, installed rectangular rapid flash beacon systems and speed feedback assemblies, and upgraded an existing traffic signal. Work was coordinated with Caltrans, as it was performed on State Route 123 (San Pablo Ave).
- **Mission Blvd/Warren Ave/Freight Rail Relocation Program, Santa Clara Valley Transportation Authority (VTA), San Jose, CA**
 Steve was the Resident Engineer on the preliminary creek alignment project and grade separation project that totaled \$60M and prepared the corridor for BART's Silicon Valley/ Berryessa Extension.
- **Countywide Microsurfacing Project – Contra Costa County, CA**
 Steve was the Resident Engineer for the County on this \$2 million project. The project scope included: applying micro-surface treatment to 21 miles of roadway on ten roads at seven separate locations. Work will include surface preparation, stripe removal, thermoplastic striping and Class II bike lanes.
- **East Hillsdale Bridge Seismic Retrofit - City of San Mateo, San Mateo, CA**
 Resident Engineer for this \$4.3 million federally-funded project that was part of the State of California Hazardous Bridge Repair & Replacement Program. The work installed 48-inch cast-in-steel-shell outboard piles and post-tensioned bent cap strengthening and required extensive traffic handling and coordination to create work area necessary to perform the retrofit work.



San Rafael Sanitation District

Construction Management Services

South Francisco Pump Station Improvement Project

Position	Base Rate	Overtime Rate	Double Time Rate	Hours	Cost
Steve Patterson, P.E. Construction / Project Manager	\$189.42	\$189.42	\$189.42	320	\$ 60,614.40
Total =					\$ 60,614.40

1. Rate includes vehicle, mobile phone, laptop and all equipment required to perform required duties.
2. Estimated approximately 1 day per week, for 9 months.