

A G E N D A

SPECIAL MEETING

SAN RAFAEL SANITATION DISTRICT BOARD OF DIRECTORS

FRIDAY – JUNE 5, 2020 - 9:30 A.M.

Join Zoom Meeting at <https://zoom.us/j/91902976324>

Meeting ID: 919 0297 6324

Or By Phone:

One tap mobile

+16699006833,,91902976324# US (San Jose)

+12532158782,,91902976324# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

Find your local number: <https://zoom.us/u/adGQ1ID7Un>

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 virtual and teleconference.

If you experience an issue providing comments in the meeting or have any questions regarding the meeting, please contact the District Clerk (email cindy.hernandez@cityofsanrafael.org or phone 415-485-3132).

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 – April 24, 2020

3. PAYMENTS

Request approval as submitted.

4. OLD BUSINESS

a. Discussion on Bayside Acres Beach Sewers.

5. NEW BUSINESS

- a. Report on bid opening for the Sanitary Sewer Televising Project 2019 and adopt resolution to award contract.
- b. Report on bid opening for the Francisco Boulevard East Sewer Rehabilitation Project and adopt resolution to award contract.
- c. Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Park Engineering for construction related services for the Francisco Boulevard East Sewer Rehabilitation Project.
- d. Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Nute Engineering for engineering related services for the Francisco Boulevard East at Grange Avenue Sewer and Storm Drain Replacement Project.
- e. Discussion on the Operations and Maintenance Manager position.
- f. Discussion on the City of San Rafael cost savings measures.
- g. Discussion on Board meeting schedule.

6. INFORMATIONAL ITEMS

- a. Letter from Eide Bailly dated April 29, 2020.

7. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS

8. ADJOURNMENT

The next scheduled meeting is June 26, 2020.

SAN RAFAEL SANITATION DISTRICT
Minutes of the Meeting
April 24, 2020

Regular Meeting

Via Teleconferencing

The meeting was called to order at 9:09 A.M. by Chair Phillips.

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

Attendance Staff: Doris Toy, District Manager/District Engineer
Cynthia Hernandez, District Secretary

Attendance Others: Mark Wilson, President, Nute Engineering
Carrie Lukacic, Senior Environmental Planner, Prunuske-Chatham
Dean DiGiovanni, CMSA Commissioner for SRSD

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

2. MINUTES OF FEBRUARY 28, 2020.

MOTION by Director Rice, seconded by Director Bushey, to approve the minutes of the February 28, 2020, meetings as presented.

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

Motion Carried

3. PAYMENTS

MOTION by Director Rice, seconded by Director Bushey, to approve the payments for February 2020 in the amount of \$176,602.86 and for March 2020 in the amount of \$942,824.71 for maintenance and operation of the District and for capital improvements.

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

Motion Carried

4. OLD BUSINESS

None.

5. NEW BUSINESS

a. **Presentation and discussion on Bayside Acres Beach Sewers (Nute Engineering and Prunuske Chatham).**

District Manager Toy reported that she had previously discussed this matter. She then reported that there are 20 homes right off the beach off of the west side of Point San Pedro Road just north of Andy's Market. She also reported that the roads are higher than the beach, and the sewers that these homes connect to are currently located in the beach. Manager Toy then reported that due to rising sea levels, the sewer main is underwater during high tide. She also reported that the sewer main is made of cast iron pipe and is corroding and some of the exposed laterals are in poor condition. Next, she reported that staff had requested Nute Engineering to perform a preliminary site investigation in order to help determine the status of the situation. She also reported that Nute Engineering was here to present their report along with Prunuske-Chatham, an environmental consulting firm, who was present to discuss the permitting requirements. Mark Wilson, President of Nute Engineering, then introduced Carrie Lukacic, Senior Environmental Planner with Prunuske-Chatham, and began his slide presentation. Mr. Wilson reported the following: The existing sewer system is difficult to maintain because it is located in the beach, it is corroding, access to the manholes is very difficult, and it was built in 1972. He then presented a map showing the gravity sewer lines in green and the two pump stations maintained by the District that they discharge to in yellow. He also presented some pictures of the existing conditions of the sewer facilities. Next, he presented three options to repair the current conditions: Replace the existing gravity sewer in the beach, install private pump systems (installed by the District and maintained by the owners), install a District pump system (installed, owned, and maintained by the District). He then reviewed the advantages and disadvantages for each option and the costs for both the privately owned and District owned pump systems along with maps of these pump systems. He also provided information on pump systems in two other sewer districts. Next, Carrie Lukacic reviewed the environmental requirements. She reported that each of these options would be categorically exempt from CEQA because this is an existing facility, unless the project involves an expanded capacity. She also reviewed the various regulatory agencies that may require permits and advised that the BCDC would be the most challenging agency to deal with. She then provided information on whether the permits would need to be obtained by the District or by the homeowners. Director Bushey then reported her initial thoughts on this project and suggested having a more detailed discussion about this with the District Manager, since she had to leave the meeting.

Director Bushey needed to leave the meeting and left at 9:30 A.M.

The Board then had some additional questions and discussion on this matter regarding funding, urgency, timelines, regulatory agencies, easements, etc. In response to a question by the Board, Manager Toy reported that she felt this project should be done fairly quickly since the District is unable to clean or perform maintenance on the sewer main. She suggested that the Board provide her with some questions about the project and that she would then bring back answers. Mr. Wilson and Ms. Lukacic then left the meeting.

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

District Manager Toy reported that the District is eligible to apply for federal financial assistance for emergency protection measures in response to COVID-19. She reported that she had already begun the application process and that there were only three documents required. She then reported that she had already submitted two of the documents and only needed to obtain a resolution from the Board stating that she is the authorized designated representative to sign documents for federal financial assistance on behalf of the District. Next, Manager Toy reported that the District had done the following in regard to COVID-19 thus far: Attended meetings with the City (attended by the District Manager and mid-managers); received trainings; removed rags, paper towels, and wipes from the pump stations on weekends (District maintenance crews); purchased personal protective coverings, such as face masks; provided training for staff; developed an exposure control plan for staff to follow; and sent out mailers and ran public service announcements on television cautioning against flushing disposable wipes. Director Rice then advised Manager Toy to carefully track and document everything, especially the time involved in these activities.

MOTION by Director Rice, seconded by Chair Phillips, to adopt the resolution authorizing the District Manager/District Engineer as designated representative to sign documents for federal financial assistance.

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

Motion Carried

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.

District Manager Toy reported that this is the project that the City had brought to the District's attention last year regarding their plan to rehabilitate Third Street from the Miracle Mile to Union Street where Whole Foods is located. She also reported that this project will include ADA sidewalks and ramps, traffic signal updates, bike and pedestrian safety, and paving the road. She then reported that the City had notified both MMWD and the District about this project and that the District does have some sections of pipe that staff would like to improve or repair. Next, Manager Toy reported that the City had offered to incorporate each of these projects (DPW, SRSD, and MMWD) into one project in order to have less impact on the public and on traffic. She also reported that MMWD had decided to design its project in-house, and the District had decided to participate in the City's Request for Proposal (RFP). She then reported that proposals were received from CSW/Stuber-Stroeh Engineering Group, BKF Engineers, and Kimley-Horn and Associates. Next, Manager Toy reported that because a portion of the City's project is federally funded (from Lindaro Street to Union Street), the City decided to split the project into two parts, with Lindaro at Third Street as the location of the split. She reported that because of this, the District also decided to split its project into two parts but

had to use Lootens Place at Third Street as the location of its split because there is no sewer manhole at Lindaro and Third. She also reported that in November 2019, the City Council awarded the City's portion of the project to CSW/Stuber-Stroeh for the section between the Miracle Mile and Lindaro Street; and a few days later, the SRSD Board awarded the District's portion of the project to CSW/Stuber-Stroeh for the section between the Miracle Mile and Lootens Place. Manager Toy then reported that last month the City Council awarded the second half of the City's project to Kimley-Horn, and District staff is now requesting the Board to award the second half of the District's project for the sewer work to Kimley-Horn. She also reported that Kimley-Horn is proposing 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.

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 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 \$99,850.00.

AYES: Director Rice, Chair Phillips

NOES: None

ABSENT: Director Bushey

Motion Carried

- 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.**

District Manager Toy reported that the District's former Senior Civil Engineer, Karen Chew, had retired at the end of March 2020 and that the District is currently in the recruitment process to fill this position. She then reported that the South Francisco Pump Station Improvement Project had begun earlier this month and that she needed assistance with the construction management for this project. She also reported that because Park Engineering had assisted both the District and the City with construction management, inspection, and engineering over the past five years, staff had requested them to submit a proposal for construction related services for this project. Next, Manager Toy reported that Steve Patterson, the Vice President of Park Engineering, was offered to provide the construction management services for this project. She also reported that she had previously worked with Mr. Patterson five years ago on the H Street Roadway Improvement Project, which included both sewer and storm drain work, and found that he was easy to work with and had good management skills. She then reported that Park Engineering had offered to perform the construction management services on a time-and-materials basis for a cost not to exceed \$60,614.40. In addition, she reported that if his services are not required through the end of the year, the District can end the contract sooner.

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 Park Engineering for construction related services for the South Francisco Pump Station Improvement Project for an amount not to exceed \$60,614.40.

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

Motion Carried

6. INFORMATIONAL ITEMS

None.

7. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS

None.

8. ADJOURNMENT

There being no further business to come before the Board, the meeting of April 24, 2020, was adjourned at 10:02 A.M. The next regular meeting of the San Rafael Sanitation District scheduled for Friday, May 22, 2020, was later canceled, and a special meeting was set for Friday, June 5, 2020, at 9:30 A.M. via teleconferencing.

Respectfully submitted,

Katie Rice, Acting Recording Secretary

ATTEST THIS 5th DAY OF JUNE 2020

Gary O. Phillips, Chair

3.

SAN RAFAEL SANITATION DISTRICT

PAYMENT SUMMARY

April 1, 2020 - April 30, 2020

Vendor/Payee

	Memo	Class	Acct #	Account Name	Amount
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 3/18/20	200	2021	Uniforms	142.83
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 3/25/20	200	2021	Uniforms	138.83
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 4/08/20	200	2021	Uniforms	148.97
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 4/15/20	200	2021	Uniforms	148.97
AT&T *4667	Telephone Service - pump station dialers to CMSA from 2/20/20-3/19/20	100	2534	Telephone service	240.20
AT&T *4667	Telephone Service - pump station dialers to CMSA from 3/20/20-4/19/20	100	2534	Telephone service	240.20
AT&T *8362	Telephone Service - land lines for pump stations and dialers from 3/02/20-4/01/20	100	2534	Telephone service	320.61
AT&T MOBILITY	Telephone Service - cell phone service from 2/04/20-3/03/20	100	2534	Telephone service	675.50
AT&T MOBILITY	Telephone Service - cell phone service from 3/04/20-4/03/20	100	2534	Telephone service	668.32
BWS DISTRIBUTORS	Safety - bracket for winch used in confined space	200	2365	Safety equipment and supplies	198.52
BWS DISTRIBUTORS	Safety - equipment for confined space	200	2365	Safety equipment and supplies	5,201.15
BWS DISTRIBUTORS	Safety - filters for gas detectors and safety glasses	200	2365	Safety equipment and supplies	85.69
BWS DISTRIBUTORS	Safety - gloves	200	2365	Safety equipment and supplies	337.90
BWS DISTRIBUTORS	Safety - recert recovery winch used in confined space	200	2365	Safety equipment and supplies	1,096.21
BWS DISTRIBUTORS	Safety - repair to retrieval winch for confined space	200	2365	Safety equipment and supplies	1,103.58
BWS DISTRIBUTORS	Pump Stations - annual crane inspections at West Railroad PS and on pump truck, vehicle #8149	200	2359	Maint- pump sta's & force mains	1,425.00
C & C Crane & Aerial, Inc.	Facilities Mapping Services - cleaning system updates for February to March 2020	100	4188	Facilities mapping services	375.00
CALIFORNIA CAD SOLUTIONS INC	Manhole Raising - street resurfacing 2018-2019 Project	100	4045	Manhole raising	31,607.61
CITY OF SAN RAFAEL	Vehicles - maintenance and repairs to vehicles # 8191, 8154, and 8150 and Riviera PS battery replacement	200	2083	Parts and repairs vehicles	865.27
CITY OF SAN RAFAEL	Miramar and Miraflores Sewer Replacement Project - design services through 3/08/20	300	4306	Miramar and Miraflores (80)	1,606.01
CSW/STUBER-STROEH ENGR GROUP INC.	Force Main Condition Assessment Program Development, Phase 2 - engineering services for 3/01/20-3/31/20	300	4151	Force Main Cond A	7,700.00
EWERS ENGINEERING INC	Public Outreach - post cards and mailing fees regarding wipes during COVID-19 pandemic	100	2321	Public outreach	6,882.73
GOLDSTREET DESIGN AGENCY, INC	Collection System - USA paint sprayer	200	2360	O&M - collection systems	34.42
GRAINGER	Accounting Services - April 2020	100	2717	Accounting services	3,600.00
MAHER ACCOUNTANCY	Collection System - clean and televise sewer main at 15 Curtis Avenue	200	2360	O&M - collection systems	1,340.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Collection System - spot repair at 825 Fifth Avenue	200	2360	O&M - collection systems	12,158.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - service at 34 Deer Park Avenue	200	2363	Standby services	1,085.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - service at 110 Glen Park Avenue	200	2363	Standby services	650.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - service at 520 Fifth Avenue	200	2363	Standby services	650.00
McMASTER-CARR	Pump Stations - bolts for ARV A23 and A24	200	2359	Maint- pump sta's & force mains	137.36
McMASTER-CARR	Pump Stations - springs for check valves at Simms Street Pump Station and Glenwood Pump Station	200	2359	Maint- pump sta's & force mains	31.09
NAPA TRUCK CARE CENTER/J W MOBILE	Vehicles - repairs to vehicle #8149-17	200	2083	Parts and repairs vehicles	1,036.20
NUTE ENGINEERING	East Francisco Blvd Sewer Replacement Project - services from 2/01/20-2/28/20	300	4336	Francisco Blvd. East-Medway(80)	11,653.50
NUTE ENGINEERING	East Francisco Blvd Sewer Replacement Project - services from 3/01/20-03/31/20	300	4336	Francisco Blvd. East-Medway(80)	5,231.25
NUTE ENGINEERING	South Francisco Pump Station Improvements Project - services from 2/01/20-2/28/20	300	4148	S. Francisco Pump Station (10)	5,420.50
NUTE ENGINEERING	South Francisco Pump Station Improvements Project - services from 3/01/20-3/31/20	300	4148	S. Francisco Pump Station (10)	6,363.00
PACE SUPPLY	Collection System - plugs for sewer laterals kept on vector truck	200	2360	O&M - collection systems	176.41
PERIN - BATTERIES PLUS	Collection System - batteries for locator	200	2360	O&M - collection systems	14.26
PERIN - BATTERIES PLUS	Pump Stations - batteries and light bulbs	200	2359	Maint- pump sta's & force mains	37.22

PG&E #/c: 2480926202-5	Power - electric service for pump stations February 2020-March 2020	200	2535	Electric utility costs	10,510.85
PLATT	Pump Stations - fittings for remote control for Gantry at West Railroad Pump Station	200	2359	Maint- pump sta's & force mains	6.44
PUMP REPAIR SERVICE CO	Pump Stations - repair to pump at North Francisco Pump Station	200	2359	Maint- pump sta's & force mains	17,889.79
PUMP REPAIR SERVICE CO	Pump Stations - repair to pump at West Railroad Pump Station	200	2359	Maint- pump sta's & force mains	5,436.55
ROSS VALLEY SANITARY	Public Outreach - repair to pump at West Railroad Pump Station	100	2321	Public outreach	2,546.00
TELSTAR INSTRUMENTS INC	Pump Stations - advertising campaign from November 2019 to February 2020	200	2359	Maint- pump sta's & force mains	9,899.11
TELSTAR INSTRUMENTS INC	Pump Stations - replacement VFD for Riviera Pump Station	200	2359	Maint- pump sta's & force mains	1,249.00
TOY, DORIS	Pump Stations - troubleshoot ATS at West Railroad PS and troubleshoot VFD at Riviera PS	200	2365	Safety equipment and supplies	244.13
US BANK	Safety - masks to protect against COVID-19	200	2359	Maint- pump sta's & force mains	496.07
US BANK	Pump Stations - job box for vehicle #8149	200	2359	Maint- pump sta's & force mains	78.32
US BANK	Pump Stations - sealant for Gantry at West Railroad Pump Station	200	2359	Maint- pump sta's & force mains	161.32
VERIZON WIRELESS	Subscriptions - Mann Independent Journal renewal	100	2131	Memberships and subscriptions	342.11
WATER COMPONENTS & BLDG SUPPLY	Telephone Service - wireless service for laptops 2/21/20-3/20/20	100	2534	Telephone service	87.64
WATER COMPONENTS & BLDG SUPPLY	Collection System - rope	200	2360	O&M - collection systems	136.29
WATER COMPONENTS & BLDG SUPPLY	Pump Stations - gaskets for ARV23 and ARV24	200	2359	Maint- pump sta's & force mains	24.48
WECO INDUSTRIES LLC	Safety - hard hat front brim ratchet and face-shield hard hat E17	200	2365	Safety equipment and supplies	727.57
WECO INDUSTRIES LLC	Collection System - couplings for power rodder	200	2360	O&M - collection systems	2,417.15
WECO INDUSTRIES LLC	Collection System - hose guide for power rodder	200	2360	O&M - collection systems	\$ 163,078.13

5.a.

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

DATE: June 5, 2020
TO: Board of Directors, San Rafael Sanitation District
PREPARED BY: Nicholas Busse, Junior Engineer
APPROVED BY: Doris Toy, District Manager/District Engineer
SUBJECT: Report on Bid Opening for the Sanitary Sewer Televising Project 2019 and Adopt Resolution to Award Contract

RECOMMENDATION:

Adopt resolution awarding contract to Pipe and Plant Solutions, Inc., for the Sanitary Sewer Televising Project 2019.

BACKGROUND:

The Sanitary Sewer Televising Project consists of cleaning and televising 11.5 miles of the District's sewer main in Central San Rafael. The project includes assessing the condition of manholes and pipe from 4-inch to 36-inch diameter using the Pipeline Assessment Certification Program (PACP) rating system, which is the North American Standard for pipeline defect identification and assessment developed by the National Association of Sewer Service Companies.

Staff plans to inspect approximately 10 miles of pipe each year to evaluate and identify pipelines for future capital improvement projects. The primary location of the Sanitary Sewer Televising Project 2019 are sewers throughout Central San Rafael near the US-101 Harbor Bridge and nearby adjacent streets. The project's northern boundary will include the sewers near the US-101 Lincoln Avenue off-ramp at Prospect Drive and then proceed southerly to the US-101 on-ramp at Second Street and Hetherton Street. Staff plans to obtain an encroachment permit from the State of California for this project due to the close proximity of the work to the interstate offramps, with a goal to complete all sewer inspections that would require a Caltrans permit collectively within a single project. Additional sewers near Dominican University have also been included in the project.

The Bids for the Sanitary Sewer Televising Project 2019 were opened on May 26, 2020.

The following is the Engineer's Estimate and a list of the bids received.

Engineer's Estimate	\$ 225,000.00
Pipe and Plant Solutions, Inc.	\$ 259,755.00
Nor-Cal Pipeline Services	\$ 262,857.60
Hoffman Southwest Corp.	\$ 289,011.62

See attached bid summary for itemized breakdown of items.

ANALYSIS:

The Engineer's Estimate was \$225,000.00 for the Sanitary Sewer Televising Project 2019. Pipe and Plant Solutions, Inc., with a bid of \$259,755.00, was the lowest responsible bidder for this project. Staff believes that the ongoing COVID-19 pandemic and its associated modified work procedures, such as social distancing with field personnel and working in the proximity of State right-of-way, may account for the difference in bid prices received. Started in 2011, Pipe and Plant has provided a wide spectrum of services in underground infrastructure in the Western and Northeastern United States. Their specializations include pipeline cleaning, CCTV inspections, and PG&E cross bore inspections. The company primarily works with municipalities to inspect, clean, and rehabilitate underground pipes. The majority of their work has been completed in the San Francisco Bay Area, and their main office is located in Oakland. Staff contacted the San Francisco Public Utilities Commission (SFPUC) and spoke with their project manager who stated that SFPUC has been working with Pipe and Plant since 2012 and has used them as a sewer inspection and cleaning service for seven annual contracts to date with no complaints. The City of Santa Clara has also been working with Pipe and Plant for the last five years, during which time they have successfully completed three projects. The project manager at the City of Santa Clara described Pipe and Plant as professional and easy to conduct business with and stated that they have become a preferred partner for their annual sewer inspection projects.

Staff recommends that this project be awarded to Pipe and Plant Solutions, Inc.

FISCAL IMPACT:

Pipe and Plant Solutions, Inc., has a bid amount of \$259,755.00 for the Sanitary Sewer Televising Project 2019. District staff will implement the construction management for this project. This project will be funded under the 80-Year Life Cycle Sewer Replacement Program from the FY 2019-20 and FY 2020-21 Budgets.

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution awarding contract to Pipe and Plant Solutions, Inc., for the Sanitary Sewer Televising Project 2019.

Attachments:

1. Bid Summary
2. Resolution

SAN RAFAEL SANITATION DISTRICT
 MARIN COUNTY, CALIFORNIA
 SANITARY SEWER TELEVISION PROJECT 2019

Bid Opening: 10:00 am
 May 26, 2020
 Design Job No: 14.03.275
 Engineer's Est: \$225,000

Item No.	Total Quantity	Unit of Measure	Description	Pipe & Plant Solutions, Inc. Oakland, CA		Nor-Cal Pipeline Services West Sacramento, CA		Hoffman Southwest Corp. Mission Viejo, CA	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1.a.	89	LF	Cleaning 4" sewer pipe	1.50	\$133.50	3.80	\$338.20	37.75	\$3,359.75
1.b.	35636	LF	Cleaning 6" sewer pipe	1.50	\$53,454.00	1.65	\$58,799.40	1.87	\$66,639.32
1.c.	6,771	LF	Cleaning 8" sewer pipe	1.50	\$10,156.50	1.80	\$12,187.80	1.70	\$11,510.70
1.d.	2937	LF	Cleaning 10" sewer pipe	2.00	\$5,874.00	1.80	\$5,286.60	1.80	\$5,286.60
1.e.	7,146	LF	Cleaning 12" sewer pipe	2.00	\$14,292.00	1.80	\$12,862.80	1.87	\$13,363.02
1.f.	3,136	LF	Cleaning 15" sewer pipe	2.00	\$6,272.00	2.20	\$6,899.20	1.99	\$6,240.64
1.g.	1985	LF	Cleaning 18" sewer pipe	2.00	\$3,970.00	2.40	\$4,764.00	2.18	\$4,327.30
1.h.	489	LF	Cleaning 24" sewer pipe	2.00	\$978.00	3.20	\$1,564.80	8.00	\$3,912.00
1.i.	1,463	LF	Cleaning 27" sewer pipe	10.00	\$14,630.00	3.20	\$4,681.60	8.00	\$11,704.00
1.j.	617	LF	Cleaning 30" sewer pipe	10.00	\$6,170.00	3.20	\$1,974.40	8.00	\$4,936.00
1.k.	725	LF	Cleaning 36" sewer pipe	10.00	\$7,250.00	3.20	\$2,320.00	8.00	\$5,800.00
2.a.	89	LF	Inspection 4" sewer pipe	1.50	\$133.50	3.80	\$338.20	34.51	\$3,071.39
2.b.	35636	LF	Inspection 6" sewer pipe	1.50	\$53,454.00	1.65	\$58,799.40	1.71	\$60,937.56
2.c.	6,771	LF	Inspection 8" sewer pipe	1.50	\$10,156.50	1.80	\$12,187.80	1.54	\$10,427.34
2.d.	2937	LF	Inspection 10" sewer pipe	2.00	\$5,874.00	1.80	\$5,286.60	1.62	\$4,757.94
2.e.	7,146	LF	Inspection 12" sewer pipe	2.00	\$14,292.00	1.80	\$12,862.80	1.71	\$12,219.66
2.f.	3,136	LF	Inspection 15" sewer pipe	2.00	\$6,272.00	2.20	\$6,899.20	1.81	\$5,676.16
2.g.	1985	LF	Inspection 18" sewer pipe	2.00	\$3,970.00	2.40	\$4,764.00	1.92	\$3,811.20
2.h.	489	LF	Inspection 24" sewer pipe	2.00	\$978.00	3.20	\$1,564.80	2.05	\$1,002.45
2.i.	1,463	LF	Inspection 27" sewer pipe	4.00	\$5,852.00	3.20	\$4,681.60	2.19	\$3,203.97
2.j.	617	LF	Inspection 30" sewer pipe	4.00	\$2,468.00	3.20	\$1,974.40	2.36	\$1,456.12
2.k.	725	LF	Inspection 36" sewer pipe	5.00	\$3,625.00	3.20	\$2,320.00	2.56	\$1,856.00
3.	50	EA	Reverse setups for cleaning & televising	10.00	\$500.00	310.00	\$15,500.00	195.25	\$9,762.50
4.	250	EA	Manhole inspection	116.00	\$29,000.00	96.00	\$24,000.00	135.00	\$33,750.00
TOTAL					\$259,755.00		\$262,857.60		\$289,011.62

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 20-1203

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN RAFAEL SANITATION DISTRICT
AWARDING CONTRACT TO PIPE AND PLANT SOLUTIONS, INC.
FOR THE SANITARY SEWER TELEVISIONING PROJECT 2019**

WHEREAS, sealed bids or proposals were received by the San Rafael Sanitation District for the Sanitary Sewer Televisioning Project 2019, and all such bids were publicly opened, examined, and declared; and

WHEREAS, the bid or proposal of Pipe and Plant Solutions, Inc., was and is the lowest responsible bid or proposal; and

WHEREAS, the District Manager/District Engineer, after review and evaluation, has recommended award of the contract to Pipe and Plant Solutions, Inc.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Chair and Secretary are authorized to execute a contract on behalf of the San Rafael Sanitation District with Pipe and Plant Solutions, Inc., for the Sanitary Sewer Televisioning Project 2019 in accordance with the terms, specifications, and general provisions of said bid or proposal.

BE IT FURTHER RESOLVED that all other bids or proposals are hereby rejected, and the District Manager/District Engineer is directed to return all accompanying certified checks, cash, and bonds of said unsuccessful bidders.

PASSED AND ADOPTED at a special meeting of the San Rafael Sanitation

District Board of Directors held on the 5th day of June, 2020, by the following vote,

to wit:

AYES:

NOES:

ABSENT:

Gary O. Phillips, Chair

ATTEST:

Maribeth Bushey, Secretary

5.b.

SAN RAFAEL SANITATION DISTRICT
Agenda Item No. 5b.

DATE: June 5, 2020
TO: Board of Directors, San Rafael Sanitation District
APPROVED BY: Doris Toy, District Manager/District Engineer
SUBJECT: Report on Bid Opening for the Francisco Boulevard East Sewer Rehabilitation Project and Adopt Resolution to Award Contract

RECOMMENDATION:

Adopt resolution awarding contract to K.J. Woods Construction, Inc., for the Francisco Boulevard East Sewer Rehabilitation Project in the amount of \$588,000.00.

BACKGROUND:

The Francisco Boulevard East Sewer Rehabilitation Project consists of replacing approximately 980 linear feet of 10-inch corrugated metal pipe on Francisco Boulevard East between Medway Road and Harbor Way. Originally, this scope of work was included in the 2017 Sewer Pipe Repair and Replacement Project; but during the bid advertisement, the City of San Rafael informed District staff that it was planning a sidewalk widening improvement project that included light poles and trees within our project limits. Since the sewer main is in close proximity to the sidewalk, staff decided to remove this portion of work from the 2017 sewer project and postpone it until the City completed its design in order for both agencies to coordinate their design and construction. The City has now completed its design for the Francisco Boulevard East Sidewalk Improvements Project and awarded the project to Ghilotti Bros., Inc. (GBI) on May 18, 2020.

Both the District's sewer project and the City's sidewalk project will be constructed concurrently. The City's contractor, GBI, will begin demolishing the sidewalk within the District's project limits. After GBI has finished demolishing the sidewalk, the District's contractor will begin construction of the new sewer line. Once the sewer installation has been completed, GBI will return to complete the sidewalk work. Thus, District staff, City staff, and contractors will all be coordinating throughout the project.

The bids for the Francisco Boulevard East Sewer Rehabilitation Project were opened on May 28, 2020.

The following is the Engineer's Estimate and a list of the bids received:

Engineer's Estimate	\$ 670,365.00
K.J. Woods Construction, Inc.	\$ 588,000.00
Ghilotti Bros., Inc.	\$ 597,867.00
Maggiora & Ghilotti, Inc.	\$ 767,444.00
Glosage Engineering, Inc.	\$ 916,380.00

Please see the attached bid summary for an itemized breakdown of the items.

ANALYSIS:

The Engineer's Estimate was \$670,365.00. K.J. Woods Construction, Inc., with a bid of \$588,000.00, was the lowest responsible bidder for this project. The District's engineering consultant, Nute Engineering, has worked with K.J. Woods in other districts and believes that K.J. Woods is capable of completing our project.

Both District staff and Nute Engineering have reviewed the bids and recommend that this project be awarded to K.J. Woods Construction, Inc.

FISCAL IMPACT:

This project will be funded under the 80-Year Life Cycle Sewer Replacement Program from the FY 2019-20 and FY 2020-21 Budget.

Proposed Construction Costs:

Construction (includes 10% contingency)	\$ 737,400.00
Construction Management/Inspection	\$ 45,000.00
Construction Services (Geotechnical/Engineer)	\$ 20,000.00
<u>Miscellaneous and Incidental Costs</u>	<u>\$ 10,000.00</u>
Total	\$ 812,400.00

OPTIONS:

- 1) Staff recommends that the Board award the contract to K.J. Woods Construction, Inc.
- 2) The Board may reject all bids and rebid the project. Staff does not recommend this option since this will delay construction.

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution awarding contract to K.J. Woods Construction, Inc., for the Francisco Boulevard East Sewer Rehabilitation Project in the amount of \$588,000.00.

Attachments:

1. Nute Engineering Recommendation Award letter with Bid Summary
2. Resolution



June 1, 2020

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

Re: Francisco Blvd East Sewer Rehabilitation Project
Award Recommendation

Dear Doris:

On May 28, 2020 four (4) bids were received for the above-referenced project. A spreadsheet comparing these bids is enclosed.

The lowest apparent bid of \$588,000 was submitted by K. J. Woods Construction of South San Francisco.

Enclosed are the license details obtained from the Contractor's License Board which shows that K. J. Woods Construction has a valid Contractor's License and is registered with the California Department of Industrial Relations (DIR). The subcontractor also has a valid Contractor's License and is registered with the DIR.

We reviewed their submitted bid package and recommend the bid be awarded to K. J. Woods Construction.

Very truly yours,

NUTE ENGINEERING

By

Mark T. Wilson, P.E.

Enclosure(s)

SAN RAFAEL SANITATION DISTRICT
 MARIN COUNTY, CALIFORNIA
 FRANCISCO BLVD EAST SEWER REHABILITATION PROJECT
 BID RESULTS SUMMARY

Bid Opening: 1:30 pm
 May 28, 2020
 Design Job Nos: 8874
 Engineer's Est: \$670,365

Item No.	Qu.	U/M	Description	K J Woods South San Francisco		Ghilotti Bros. San Rafael		Maggiola & Ghilotti San Rafael		Glosage Engineering Richmond	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
				1	2	3	4				
1.	1	LS	MOBILIZATION, DEMOBILIZATION, SWPPP, PERMITS & LICENSES (Less than 5% of total cost)	\$25,000	\$25,000	\$19,481	\$19,481	\$36,616	\$36,616	\$45,000	\$45,000
2.	430	LF	A LINE, HOAG ST, FRANCISCO BLVD EAST - INSTALL NEW 10.75" OD HDPE SEWER - STA 0+00 TO STA 4+30	\$400	\$172,000	\$305	\$131,150	\$420	\$180,600	\$537	\$230,910
3.	540	LF	B LINE, MEDWAY RD, FRANCISCO BLVD EAST - INSTALL NEW 10.75" HDPE OD SEWER - STA 0+00 TO STA 5+40	\$400	\$216,000	\$260	\$140,400	\$370	\$199,800	\$543	\$293,220
4.	10	LF	B LINE, MEDWAY RD, FRANCISCO BLVD EAST - INSTALL NEW 18" PVC C-900 PIPE, CONNECT TO (E) 18" PVC C-900 SEWER STUB WITH 18" C-900 HIGH DEFLECTION COUPLING	\$700	\$7,000	\$900	\$9,000	\$1,400	\$14,000	\$799	\$7,990
5.	1	EA	4' DIAMETER STANDARD MANHOLE	\$8,000	\$8,000	\$12,000	\$12,000	\$7,000	\$7,000	\$15,780	\$15,780
6.	1	EA	5' DIAMETER STANDARD MANHOLE	\$10,000	\$10,000	\$16,000	\$16,000	\$13,000	\$13,000	\$18,300	\$18,300
7.	1	EA	CONNECT TO EXISTING MANHOLE, REBUILD CHANNELS	\$1,000	\$1,000	\$3,000	\$3,000	\$5,000	\$5,000	\$2,700	\$2,700
8.	1	EA	CONCRETE MANHOLE VAULT 4" X 4" X 4" DEEP	\$2,000	\$2,000	\$14,000	\$14,000	\$7,200	\$7,200	\$15,780	\$15,780
9.	2	EA	REMOVE EXISTING MANHOLE - MEDWAY ROAD	\$2,000	\$4,000	\$4,000	\$8,000	\$2,500	\$5,000	\$2,500	\$5,000
10.	2	EA	REMOVE EXISTING RODHOLES	\$500	\$1,000	\$700	\$1,400	\$2,000	\$4,000	\$1,000	\$2,000
11.	2	EA	INSTALL NEW RODHOLES	\$2,500	\$5,000	\$3,500	\$7,000	\$2,000	\$4,000	\$3,200	\$6,400
12.	6	EA	LIVE LATERAL DETERMINATION	\$50	\$300	\$500	\$3,000	\$1,500	\$9,000	\$1,350	\$8,100
13.	6	EA	FIELD LOCATE EXISTING LIVE LATERALS BY POTHOLING	\$500	\$3,000	\$900	\$5,400	\$600	\$3,600	\$1,400	\$8,400
14.	4	EA	6" LATERAL REPLACEMENT DETAIL	\$1,500	\$6,000	\$5,000	\$20,000	\$5,000	\$20,000	\$4,790	\$19,160
15.	2	EA	6" SHALLOW TWO-WAY CLEANOUT, RELIEF VALVES AND CLEANOUT BOXES FOR LATERAL DEPTH UNDER 2.5 FT	\$1,500	\$3,000	\$3,000	\$6,000	\$2,500	\$5,000	\$3,910	\$7,820
16.	72	LF	REPLACE 6" LOWER LATERALS, FITTINGS & CONNECTIONS	\$100	\$7,200	\$205	\$14,760	\$300	\$21,600	\$140	\$10,080
17.	50	LF	INSTALL STANDARD CONCRETE PIPE PROTECTION	\$60	\$3,000	\$225	\$11,250	\$120	\$6,000	\$215	\$10,750
18.	80	LF	CURB AND GUTTER/ROLLED GUTTER REPLACEMENT	\$45	\$3,600	\$29	\$2,320	\$150	\$12,000	\$27	\$2,160
19.	64	SF	CONCRETE SIDEWALK AND DRIVEWAY APPROACH REPLACEMENT	\$25	\$1,600	\$10	\$640	\$175	\$11,200	\$25	\$1,600
20.	10	CY	HARD ROCK & BURIED CONCRETE EXCAVATION	\$100	\$1,000	\$90	\$900	\$130	\$1,300	\$280	\$2,800
21.	190	TONS	ASPHALT CONCRETE TRENCH REPAIR	\$100	\$19,000	\$270	\$51,300	\$450	\$85,500	\$270	\$51,300
22.	530	LF	B LINE - ABANDON SEWER LINE AND FILL WITH GROUT	\$12	\$6,360	\$22	\$11,660	\$20	\$10,600	\$89	\$47,170
23.	1	LS	REPLACE PAVEMENT MARKINGS	\$500	\$500	\$1,250	\$1,250	\$9,500	\$9,500	\$4,500	\$4,500
24.	1	LS	SHORING FOR ALL EXCAVATIONS	\$25,000	\$25,000	\$15,000	\$15,000	\$2,000	\$2,000	\$8,800	\$8,800
25.	16	EA	POTHOLE UTILITY MAINS	\$300	\$4,800	\$1,000	\$16,000	\$1,000	\$16,000	\$1,490	\$23,840
26.	TRAFFIC CONTROL AND NOTIFICATIONS (Total of 26a-26f)				\$15,452		\$15,100		\$30,700		\$21,600
	25a.	1 LS	Traffic Control Plan	\$2,000		\$1,500		\$8,200		\$8,000	
	25b.	1 LS	Solid Barrier	\$6,952		\$5,000		\$13,000		\$3,900	
	25c.	1 LS	Barrier Fence	\$2,000		\$3,500		\$2,200		\$4,300	
	25d.	Per Work Shift	Flaggers	\$2,000		\$1,300		\$2,600		\$800	
	25e.	1 LS	Signage	\$2,000		\$2,300		\$2,200		\$3,800	
	25f.	1 LS	Public Notification	\$500		\$1,500		\$2,500		\$800	
27.	1,888	LF	INTERNAL TELEVISIONING OF SEWER MAINS	\$1	\$1,888	\$12	\$22,656	\$6	\$11,328	\$5	\$9,440
28.	6	EA	INTERNAL TELEVISIONING OF COMPLETED SEWER LATERALS	\$50	\$300	\$700	\$4,200	\$150	\$900	\$130	\$780
29.	1	LS	AS-BUILT DRAWINGS	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
30.	1	LS	CHANGED CONDITIONS ALLOWANCE	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
SUBTOTAL					\$588,000		\$597,867		\$767,444		\$916,380
Contingencies and Incidentals (15%)					\$0		\$0		\$0		\$0
GRAND TOTAL					\$588,000		\$597,867		\$767,444		\$916,380

Item B - 2,500 man approved not reflected

Check Percentage Bid Item 1 to Total Project (5% max)	4.3%	3.3%	4.8%	4.9%
Addendum Acknowledged	3	3	3	3
Bid Bond	y	y	y	y
Contract Signed	y	y	y	y
License Number	y	y	y	y
Non-Collusion Affidavit	y	y	y	y
Contractors License Number	707797	132128	226767	1028046
DIR Number	1000002599			
SUBCONTRACTORS:		NONE	NONE	NONE
Subcontractors	Cell-Crete Inc.- Lic243404-DIR			
Site Visit Affidavit	y	y	y	y
Drug-Free Certification	y	y	y	y
Bidder's Statement Financial Responsibility & Experience	y	y	y	y
Three Year EMR ≤ 1.0	0.73	0.86	1.38	1
RIR ≤ 5.5	2.08	1.75	1.39	0
LTR ≤ 2.0	2.08	0.602	0.073	0
Financial Statement Submitted	y	y	Not yet	Not yet
Safety Compliance Affidavit	y	y	y	y

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 20-1204

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN RAFAEL SANITATION DISTRICT
AWARDING CONTRACT TO K.J. WOODS CONSTRUCTION, INC.
FOR THE FRANCISCO BOULEVARD EAST SEWER REHABILITATION PROJECT**

WHEREAS, sealed bids or proposals were received by the San Rafael Sanitation District for the Francisco Boulevard East Sewer Rehabilitation Project, and all such bids were publicly opened, examined, and declared; and

WHEREAS, the bid or proposal of K.J. Woods Construction, Inc., at the quotation stated in their bid, was and is the lowest responsible bid or proposal; and

WHEREAS, the District's consulting engineer, Nute Engineering, after review and evaluation, has recommended award of the contract to K.J. Woods Construction, Inc.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Chair and Secretary are authorized to execute a contract on behalf of the San Rafael Sanitation District with K.J. Woods Construction, Inc., for construction of the Francisco Boulevard East Sewer Rehabilitation Project in accordance with the terms, specifications, and general provisions of said bid or proposal.

BE IT FURTHER RESOLVED that all other bids or proposals are hereby rejected, and the District Manager/District Engineer is directed to return all accompanying certified checks, cash, and bonds of said unsuccessful bidders.

PASSED AND ADOPTED at a special meeting of the San Rafael Sanitation District Board of Directors held on the 5th day of June, 2020, by the following vote,

to wit:

AYES:

NOES:

ABSENT:

Gary O. Phillips, Chair

ATTEST:

Maribeth Bushey, Secretary

5.c.

SAN RAFAEL SANITATION DISTRICT
Agenda Item 5.c.

DATE: June 5, 2020

TO: San Rafael Sanitation District Board of Directors

FROM: Doris Toy, District Manager/District Engineer

SUBJECT: Adopt Resolution Authorizing the District Manager/District Engineer to Execute a Professional Services Agreement with Park Engineering, Inc., for Construction Related Services for the Francisco Boulevard East Sewer Rehabilitation Project

RECOMMENDATION:

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

BACKGROUND:

The Francisco Boulevard East Sewer Rehabilitation Project consists of replacing approximately 980 linear feet of 10-inch corrugated metal pipe on Francisco Boulevard East between Medway Road and Harbor Way. It will be constructed concurrently with the City's Francisco Boulevard East Sidewalk Improvements Project, which includes the replacement of sidewalk, lights, storm drains, and trees.

Since the sewer alignment is in close proximity to the City's new widened sidewalk, light poles, and trees, coordination on these projects will be essential. Both District and City staff recommend having the same construction manager and inspector for these projects and agree that this will result in a smoother and more efficient method of coordination during construction among all parties. This should help to prevent infrastructure conflicts in the field between the sewer and light pole foundations, trees, and other work tasks.

Since Park Engineering has assisted both the District and the City of San Rafael with construction related services over the past five years, both the District and City have requested Park Engineering to submit a separate proposal for construction related services for each agency. At the City's Council meeting on May 18, 2020, the Council authorized the City Manager to execute an agreement with Park Engineering.

ANALYSIS:

Park Engineering has submitted a proposal for construction management and inspection services on a time-and-materials basis for a cost of \$41,850.00. Park's rate of \$189 per hour for a construction manager and \$127 per hour for an inspector for night time work is reasonable.

FISCAL IMPACT:

Park Engineering's cost for construction management services in the amount of \$41,850.00 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 for the Francisco Boulevard East Sewer Rehabilitation project.

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

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 20-1205

**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 FRANCISCO BOULEVARD EAST SEWER REHABILITATION PROJECT
FOR AN AMOUNT NOT TO EXCEED \$41,850**

**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 Park Engineering, Inc., for construction related services for the Francisco Boulevard East Sewer Rehabilitation Project, a copy of which is hereby attached and by this reference made a part hereof.

PASSED AND ADOPTED at a special meeting of the San Rafael Sanitation District Board of Directors held on the 5th day of June 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 FRANCISCO BOULEVARD EAST SEWER REHABILITATION PROJECT**

This Agreement is made and entered into this 5th day of June 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 "**Francisco Boulevard East Sewer Rehabilitation 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 May 1, 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 \$41,850.00 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. (Project Director)
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

May 1, 2020

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

RE: Construction Management & Inspection Services for
Francisco Blvd East Sewer Rehabilitation Project

Dear Doris,

Park Engineering, Inc. is pleased to submit personnel qualifications and a related cost proposal to provide construction management and inspection services for the Francisco Blvd East Sewer Rehabilitation Project. 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 and inspector for the subject project to ensure contract compliance and document the project activities. I am proposing myself to manage the project on a part-time basis and **Brian Zapalski** as the part-time inspector. Brian and I are also working with San Rafael Public Works on the related Francisco Blvd East Sidewalk Replacement Project, which is closely tied to this project's work.

In addition to the benefit of the team working both of the related projects, the sharing of resources on both projects will provide a level of efficiency and related cost savings to both the District and to Public Works.

Our team can meet the challenges anticipated on this project and will ensure that the work is successfully completed in accordance with all local, state and federal regulations. Our team has the necessary technical expertise, as well as soft skills required to complete this project. Team resumes and a proposed cost estimate are included for your information and review. Hours can be adjusted as needed to fit the needs of the project and the District.

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

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,



Steve Patterson, P.E.
Vice President

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	12
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

29

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.

BRIAN ZAPALSKI, CONSTRUCTION INSPECTOR**Years of Experience**

16

Certifications and Training

40-Hour HazMat Certified

Key Qualifications

Mr. Zapalski has more than 16 years of construction and construction management of local roads, highways, bicycle lanes, roundabouts, buildings and other public works projects constructed to Caltrans, federal and local agency specifications. He has provided field engineering, grade setting and inspection to Caltrans and local agencies. His technical knowledge encompasses roadway construction, grading and excavation, underground utilities, concrete curb ramps and ADA paths, stage construction, slope protection, AC paving, striping, pavement markings, and signage, streetlights, safety, SWPPPP, and traffic control, and electrical and low-voltage system construction, including temporary and permanent intersections and traffic signal loop detectors. Mr. Zapalski has also worked on numerous emergency facilities, waste transfer stations, and private developments and has knowledge of building codes, OSHPD requirements and public works construction specifications.

Project Experience

- **Lamont Avenue Class 2 Bicycle Lanes Project, City of Novato, CA - \$300K**
Brian was the construction inspector for this local and grant funded roadway and bicycle safety improvements project. The Project improvements included construction for roadway widening, installation of asphalt path, concrete median, traffic signs, placement of thermoplastic pavement markings and striping, installation of curb and gutter, catch basins and storm drainpipes, AB for driveways and shoulders, and HMA paving for roadway widening and driveways on the Lamont Avenue to complete Class 2 Bicycle Lanes. Coordination with homeowners, various utility companies and City departments was needed. Brian provided all field inspection and documentation, quantities, photographs and video, coordination of materials testing and ensuring that the contractor completed all work in accordance with the contract documents, supporting the City's resident engineer.
- **Moraga Way and Canyon/Camino Pablo Improvements Project, Town of Moraga, CA - \$3.7M**
Brian was the construction engineer and field supervisor for this federally funded roadway and bicycle safety improvements project. The Project improved several intersections and corridors within and adjacent to the Moraga Center Planned Development Area. The first project improved Moraga Way between Moraga Road and Ivy Drive, completing the bicycle and pedestrian network along the corridor. This is an extension of a project completed by the City of Orinda in 2014. The project re-surfaced Moraga Way to provide an even surface for bicyclists while re-striping the roadway with buffered Class II bicycle lanes. The project added sidewalks and pedestrian pathways as well as replaced curb ramps and driveways providing an accessible path of travel linking Miramonte High School, residential land uses, County Connection transit stops, and the Moraga Center along Moraga Way.

The second part of the project improved the intersection of Camino Pablo and Canyon Road, which is a key route for students walking to Joaquin Moraga Intermediate School. At this location, there is a large pedestrian demand to cross Canyon Road but with vehicles traveling at high rates of speed as they approach the intersection. The project reduced the through travel lanes from two to one in each direction and assigned the remaining area to bulb-outs while adding a pedestrian refuge reducing the crossing distance and narrowing the roadway to calm traffic. Additional improvements at the intersection include rectangular rapid flash beacons, improved intersection lighting, as well as

a speed feedback sign in the northbound direction to advise drivers of their speed as they enter the Town's limits. Finally, the project provided green street elements within the bulb-outs meeting the Municipal Regional Permit requirements.

- **Highway 29/Hartmann Road Roundabout Project, Caltrans District 1 - \$4.9M**
Brian was the construction field supervisor for this highway improvement project on Highway 29 in Lake County near Middletown from Putah Lane to 0.3 Mile North of Spruce Road. The project involved the construction of a roundabout at the intersection of Highway 29 and Hartmann Road. Specific works included earthwork grading, demolition of existing roadway, roadway grading & paving, minor concrete grading & installation (curb ramps, sidewalks, decorative slope paving, rock blanket), roadway concrete / JPCP grading & installation, storm drain structure & culvert installation, street lighting, traffic loops, SWPPP implementation and maintenance, permanent erosion control, and sign & striping installation.
- **Rohnert Park Expressway Project, City of Rohnert Park, CA - \$3M**
Brian was the construction supervisor for this federally funded resurfacing project which rehabilitated just over one-and-a-quarter miles of Rohnert Park Expressway (RPX), a primary east/west, four-lane arterial. Project limits extended westward from Snyder Lane to Commerce Boulevard (located adjacent to the Highway 101 interchange) and involved work in three major 4-way intersections, including the City's busiest and most collision-prone. Altogether, the project involved 4,000 SY of dig-out repairs, structural pavement modifications, day, nighttime, and weekend paving operations, utility adjustments, concrete curb and gutter, ADA ramp, and median curb replacements, new colorized bike lanes, new pavement striping/markings/markers, the installation of GridSmart (camera) intersection traffic management systems, and the rehabilitation of the City Library's parking lot. The project was constructed to Caltrans and City standards and requirements.
- **Drummond/Cowell/Chiles Roundabout Improvements Project, City of Davis CA - \$1M**
Brian was the construction supervisor for this roadway improvements project. The Drummond/Cowell/Chiles Roundabout Improvement project provided comprehensive improvements to the existing four way stop intersection of Cowell Boulevard, Chiles Road and Drummond Avenue in South Davis. The primary objective of the project was to improve the traffic flow and safety of the intersection to provide a safe and efficient circulation system by increasing the efficient movement and safety of traffic. The scope of work included removal and installation of the street section at the intersection, installation of a roundabout, pedestrian/bike path and sidewalk improvements, streetlight improvements, landscape and irrigation replacement.
- **NorthBay Medical Center Expansion Project, Fairfield, CA - \$200M**
Brian was the construction supervisor for the civil construction portion of this major \$200-million-plus NorthBay Medical Center campus modernization project. NorthBay Medical Center Expansion project (NBXP) included renovation and expansion of NorthBay Healthcare's existing 3-story acute care hospital. Major components of the project include a 3-story above-grade addition that includes new Imaging and Dietary facilities on Level 1, new Acute Care Nursing Beds on Level 2 and new Operating Rooms, Pre-op and Post-Anesthesia Care on Level 3. The project also included renovation at the existing Level 1 to expand the Emergency Department as well as construction of a separate 1-story Welcome Pavilion (non-OSHPD and the first project to be completed). The Welcome Pavilion provides a central point for patients to register and meet with financial counselors prior to admission. It also houses the gift shop and provides lounge and gathering space for patients and visitors. The design goal was to decant space from the existing ED that was not required by code, in order to create space for the ED expansion.



San Rafael Sanitation District
Construction Management & Inspection Services
 Francisco Blvd East Sewer Rehabilitation Project

Position	Base Rate	Overtime Rate	Double Time Rate	Hours	Overtime Hours	Cost
Brian Zapalski Construction Inspector	\$ 127.11	\$ 190.67	\$ 190.67	180	20	\$ 26,693.20
Steve Patterson, P.E. Construction / Project Manager	\$ 189.42	\$ 189.42	\$ 189.42	80	0	\$ 15,153.60
Total =						\$ 41,846.80

1. Rate includes vehicle, mobile phone, laptop and all equipment required to perform required duties.
2. Based on part-time inspection & management services for 45 Calendar Days, as specified in the contract documents.
3. Estimated for night work and shared duties with adjacent Public Works Project

5.d.

SAN RAFAEL SANITATION DISTRICT
Agenda Item 5.d.

DATE: June 5, 2020
TO: San Rafael Sanitation District Board of Directors
FROM: Doris Toy, District Manager/District Engineer
SUBJECT: Adopt Resolution Authorizing the District Manager/District Engineer to Execute a Professional Services Agreement with Nute Engineering for Engineering Related Services for the Francisco Boulevard East at Grange Way Sewer and Storm Drain Project

RECOMMENDATION:

Adopt Resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Nute Engineering for engineering related services for the Francisco Boulevard East at Grange Way Sewer and Storm Drain Project.

BACKGROUND:

For the past several years, District staff has been working with the Bay Area Toll Authority (BATA) on the Richmond-San Rafael Access Improvement Project, which will provide bike and pedestrian access from the Richmond-San Rafael Bridge to Francisco Boulevard East and Grange Way. The District's sewer main is located in the sidewalk where BATA is planning to widen the sidewalk and install light poles and underground utility work. BATA has nearly completed its design, and the sewer main was not to be affected by this project. However, the City recently discovered that the storm drain located in front of 2111 Francisco Boulevard East, which is at the northeast corner of Francisco Boulevard East and Grange Way, is in poor condition and wishes to replace it. Since the storm drain is located in the gutter and is in close proximity to the sewer main, the sewer main will be disturbed or possibly damaged during construction. The existing sewer segment is approximately 880 linear feet and has multiple sags. Thus, District staff proposes to replace this segment of sewer line concurrent with the replacement of the City's 200 linear feet of storm drain.

ANALYSIS:

Since both the sewer and storm drain pipes are in close proximity to each other and both projects are a similar type of work, District and City staff believe it would be more efficient to have one engineering consultant design both the new sewer and new storm drain. Because of BATA's decrease in revenue from the bridge tolls, BATA does not know when it will receive funding for its access improvement project. However, once it receives funding, it will begin the bidding process for its construction work. District and City staff both recommend designing and constructing their project prior to BATA's construction project. Since this project requires immediate action, the District has asked Nute Engineering to provide a proposal for design and engineering related services during construction.

FISCAL IMPACT:

Nute Engineering has submitted a proposal for design and engineering related services on a time-and-materials basis for a total cost of \$67,333.00. The City will reimburse the District for Nute's services for the storm drain, which is approximately \$10,000. Therefore, the sewer portion of the work will be approximately \$57,333.00, which will be funded from 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 Nute Engineering for engineering related services for the Francisco Boulevard East at Grange Way Sewer and Storm Drain Project.

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

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 20-1206

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN RAFAEL SANITATION DISTRICT
AUTHORIZING THE DISTRICT MANAGER/DISTRICT ENGINEER
TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH
NUTE ENGINEERING FOR ENGINEERING RELATED SERVICES
FOR THE FRANCISCO BOULEVARD EAST AT GRANGE WAY
SEWER AND STORM DRAIN PROJECT
FOR AN AMOUNT NOT TO EXCEED \$67,333.00**

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

The District Manager/District Engineer is hereby authorized to execute, on behalf of the San Rafael Sanitation District, a Professional Services Agreement with Nute Engineering for engineering related services for the Francisco Boulevard East at Grange Way Sewer and Storm Drain Project, a copy of which is hereby attached and by this reference made a part hereof.

PASSED AND ADOPTED at a special meeting of the San Rafael Sanitation District Board of Directors held on the 5th day of June, 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 ENGINEERING RELATED SERVICES FOR THE
FRANCISCO BOULEVARD EAST AT GRANGE WAY
SEWER AND STORM DRAIN PROJECT**

This Agreement is made and entered into this 5th day of June 2020 by and between the SAN RAFAEL SANITATION DISTRICT (hereinafter "DISTRICT"), and *NUTE ENGINEERING* (hereinafter "CONSULTANT").

RECITALS

WHEREAS, the DISTRICT has selected *NUTE ENGINEERING* to perform the required engineering related services for the "**Francisco Boulevard East at Grange Way Sewer and Storm Drain 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. *MARK WILSON* is hereby designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason, the CONSULTANT shall notify the DISTRICT within ten (10) business days of the substitution.

3. DUTIES OF CONSULTANT

CONSULTANT shall perform the duties and/or provide services as follows; the CONSULTANT agrees to provide professional services as an Engineering Consultant to prepare work outlined in the Proposal from CONSULTANT dated June 3, 2020, marked Exhibit "A", attached hereto, and incorporated herein by this reference. The CONSULTANT agrees to be available and perform the work specified in this agreement in the time frame as specified and as shown in Exhibit "A".

4. DUTIES OF THE DISTRICT

DISTRICT shall perform the duties as described and incorporated herein.

5. COMPENSATION

For the full performance of the services described herein by CONSULTANT, DISTRICT shall pay CONSULTANT on a time and materials basis for services rendered in accordance with the rates shown on the current fee schedule as described in Exhibit "A" attached and incorporated herein. The total payment will not exceed \$67,333.00.

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 Morphew Street
San Rafael, CA 94901

TO CONSULTANT: Mr. Mark Wilson, P.E. (Project Director)
Nute Engineering
907 Mission Avenue
San Rafael, CA 94901

17. INDEPENDENT CONSULTANT

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

18. ENTIRE AGREEMENT -- AMENDMENTS

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

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

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

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

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

19. SET-OFF AGAINST DEBTS

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

20. WAIVERS

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

21. CITY BUSINESS LICENSE/OTHER TAXES

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

22. APPLICABLE LAW

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

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

SAN RAFAEL SANITATION DISTRICT

CONTRACTOR

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

APPROVED AS TO FORM:

Kerry Laiw Gerchow
Deputy County Counsel

NUTE ENGINEERING

By: _____
Mark Wilson, P.E.

Title: _____



EXHIBIT A

June 3, 2020

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

**Re: Francisco Blvd East at Grange Ave Sewer and Storm Drain Replacement Project
Proposal for Design Engineering Services**

Dear Doris:

As you requested, we are pleased to submit this letter outlining the engineering services proposed to be furnished by our firm for the design of a project to replace the existing sanitary sewer and storm drain serving the upstream sewer segment of Francisco Blvd. East (FBE) from Grange Ave. The existing sewer is the most eastern sewer segment in the San Rafael Sanitation District System and located where the future Richmond-San Rafael Access Improvement Project is planned. However, the existing sewer has several sags, which create standing water, and is a good candidate for replacement. The City's storm drain is also in poor condition due to age and needs replaced.

BACKGROUND

For the last year, the District engineering staff have been working with the Bay Area Toll Authority (BATA) on the Richmond-San Rafael Access Improvement project which will provide bike access from the Richmond-San Rafael bridge to Francisco Blvd East/Grange Ave. San Rafael Public Works discovered that their storm drain, in front of the Farnsworth parcel at 2111 Francisco Blvd. East is in poor condition and would like to replace it. However, in doing so, they will disturb or possibly damage the District's sewer main during construction, since their storm drain is in the existing gutter and the sewer main is in the sidewalk. The existing sewer segment is 880 LF, has sags and it is proposed to replace the entire segment. The existing storm drain piping, to be included in the project is a small section (approx. 200 LF).

FRANCISCO BLVD EAST AT GRANGE AVE SEWER AND STORM DRAIN REPLACEMENT PROJECT

The Francisco Blvd East at Grange Ave Sewer and Storm Drain Replacement Project will consist of replacing the existing sewer within the existing sidewalk, and replacing the existing storm drain. New laterals will be extended from the old sewer to the new, or be abandoned. A

cleanout will be constructed at the connection to each commercial lateral. If any of the lateral connections are on private property, permission from the property owner will be needed.

PROJECT DESCRIPTION

This project involves the construction of approximately 880 LF of new sewer line located within the sidewalk area and 200 feet of storm drain. The estimated cost of this sewer and storm drain improvement project is given below:

880 LF 10" Sewer Main – Francisco Blvd E	@ 260/LF	\$228,800
6 EA Standard Manholes	@ 5,000 EA	\$30,000
5 EA 6" Lateral Connections	@ 5,000 EA	\$25,000
150 TONS Pavement Restoration	@ 220/TON	\$33,000
Estimated Misc. Sidewalk Improvements		\$5,000
	Total Estimated Construction Cost	\$321,800
	Contingencies and Incidentals 35%	\$112,630
	TOTAL ESTIMATED PROJECT COST	\$ 434,430
200 LF 12" Storm Drain – Francisco Blvd E	@ 250/LF	\$50,000
20 TONS Pavement Restoration	@ 220/TON	\$4,400
Estimated Misc. Sidewalk Improvements		\$5,000
	Total Estimated Construction Cost	\$59,400
	Contingencies and Incidentals 35%	\$20,790
	TOTAL ESTIMATED PROJECT COST	\$ 80,190

BASIC SERVICES TO BE PERFORMED BY THE ENGINEER

The following is the scope of services we propose to provide on the above referenced joint project for the Francisco Blvd East at Grange Ave Sewer and Storm Drain Replacement Project (Note: At District request the Engineering Services have been broken down into Sewer Design and Services and Storm Drain Design and services).

Schedule A Services – Design and Preparation of Sewer Plans and Specifications

1. Design and prepare plan and profile drawings
 - a. Prepare plan and profile sheets for the sewer project using the City of San Rafael base maps
 - b. Conduct field surveys, take elevations and locate underground utilities on the plans from record drawings, markings on the pavement or from potholing
 - c. Prepare construction details including traffic control requirements
 - d. Prepare technical specifications and bid documents

- e. Coordinate backfill, paving and traffic control requirements for the City of San Rafael and prepare the application for an encroachment permit
2. Prepare an estimate of the project construction cost based on the final construction plans and specifications
3. Provide assistance during bidding including responding to contractors' questions, attendance at a pre-bid meeting and issuing addenda as necessary
4. Attend two (2) progress meetings with District staff during design

Schedule B Services – Design Services During Construction (Optional)

We will assist the District during construction by providing the following services on an as needed basis:

1. Attend preconstruction meeting
2. Provide one set offset stakes designating the alignment and depth of the new sewer and prepare grade sheets
3. Review the contractor's submittals and working drawings as necessary
4. Attendance at weekly construction meetings (assume three (3) meetings)
5. Evaluate proposals for modifications to the contract work and prepare change orders to the contract for the District's approval, to include modifications in the contract
6. Prepare a set of record drawings for the project

Schedule C Services – Design and Preparation of Storm Drain Plans and Specifications

1. Design and prepare plan and profile drawings
 - a. Prepare plan and profile sheets for the storm drain project using the City of San Rafael base maps
 - b. Conduct field surveys, take elevations and locate underground utilities on the plans from record drawings, markings on the pavement or from potholing
 - c. Prepare construction details including traffic control requirements
 - d. Prepare technical specifications and bid documents
 - e. Coordinate backfill, paving and traffic control requirements for the City of San Rafael and prepare the application for an encroachment permit
2. Prepare an estimate of the project construction cost based on the final construction plans and specifications

3. Provide assistance during bidding including responding to contractors' questions, attendance at a pre-bid meeting and issuing addenda as necessary
4. Attend two (2) progress meetings with District staff during design

Schedule D Services – Design Services During Construction (Optional)

We will assist the District during construction by providing the following services on an as needed basis:

1. Attend preconstruction meeting
2. Provide one set offset stakes designating the alignment and depth of the new storm drain and catch basins and prepare grade sheets
3. Review the contractor's submittals and working drawings as necessary
4. Attendance at weekly construction meetings (assume one (1) meeting)
5. Evaluate proposals for modifications to the contract work and prepare change orders to the contract for the District's approval, to include modifications in the contract
6. Prepare a set of record drawings for the project

SCHEDULE

It is assumed that construction of the Francisco Blvd East at Grange Ave Sewer and Storm Drain Replacement Project will be undertaken in the early part of the 2020 construction season. The following is the proposed schedule for the project design:

- 30% submittal, preliminary plans – July 10
- 90% submittal, plans and specifications – September 1
- 100% submittal, full size plans, specifications and engineer's estimate – October 1

SERVICES NOT INCLUDED IN THIS PROPOSAL

It is understood that the following services are outside the scope of this proposal and will be provided by others:

1. Geotechnical engineering and soil contamination investigation services
2. Hazardous material investigations, assessment or removal
3. Potholing of underground utilities
4. Environmental review or preparation of an environmental impact report of the project
5. Payment of permit application fees

6. Legal services in connection with the project
7. Printing of plans and specifications for bidding purposes and for the Contractor's use
8. Clerical time to send bid documents out to bidders
9. On-site inspection services

ENGINEERING FEE

We propose to do all the work on a time and materials basis to be billed according to the Schedule of Hourly Rates attached hereto as Attachment A. The estimated labor hours and costs for the work by task and job classification are shown in Attachment B. We recommend the following budgets for this work.


Schedule A - Design and Preparation of Sewer Plans and Specs	\$34,223
Schedule B - Design Services During Sewer Const. (Optional)	\$22,760
Schedule C - Design and Prep of Storm Plans and Specs	\$ 6,534
Schedule D - Design Services During SD Construction (Optional)	\$ 3,816

Total Design Costs (Schedule A and Schedule C) \$40,757

Very truly yours,

NUTE ENGINEERING

By:



Mark T. Wilson, P.E.

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



ATTACHMENT A

2020 HOURLY RATE SCHEDULE

OFFICE PERSONNEL	HOURLY RATE
Principal Engineer	\$247.00
Senior Engineer	202.00
Engineer III	190.00
Engineer II	183.00
Engineer I	158.00
Field Representative*	173.00
Assistant Engineer II	123.00
Assistant Engineer I	114.00
Senior Designer	180.00
CAD Drafter II	151.00
CAD Drafter I	132.00
Technical Administrative Support	113.00
Clerical	97.00

LITIGATION SERVICES	
Court Appearance/Deposition	356.00

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

REIMBURSABLE EXPENSES

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

EFFECTIVE DATE: January 1, 2020

ATTACHMENT B
SAN RAFAEL SANITATION DISTRICT
FRANCISCO BOULEVARD EAST AT GRANGE - SEWER AND STORM DRAIN REHABILITATION PROJECT PROPOSAL
DESIGN ENGINEERING SERVICES - LEVEL OF EFFORT

FRANCISCO BOULEVARD EAST AT GRANGE - SEWER REHABILITATION PROJECT		Senior Engineer	Engineer II	CAD Drafter I	Tech Admin Support	Direct Cost	Direct Cost Markup	TOTALS	
Rate \$/Hr		\$202	\$183	\$132	\$113				
SCHEDULE A - DESIGN AND PREPARATION OF PLANS AND SPECIFICATIONS									
1.	Design and prepare plans and specifications								
a.	Prepare plan and profile sheets for project using City of San Rafael base maps	9	20	68					
b.	Conduct field surveys, take elev., locate util., on plans (use rec. dwgs, pavement markings)	6	6	5		\$2,700	\$270		
c.	Prepare construction details including traffic control requirements	2	6	18					
d.	Prepare technical specifications and bid documents	4	6		12				
e.	Coordinate backfill, paving & traffic control requirements for City of SR, prepare EP application	2	4						
2.	Prepare project construction cost based estimate on final construction plans and specifications	3	6		4				
3.	Provide bid assistance - respond to contractors' questions, attend pre-bid mtg, issue addendums	2	5		8				
4.	Attend two (2) progress meetings with District staff during design	4	2						
	Hours	32	55	91	24				
	Cost	\$6,464	\$10,065	\$12,012	\$2,712	\$2,700	\$270	\$34,223	
SCHEDULE B - DESIGN SERVICES DURING CONSTRUCTION (OPTIONAL)									
1.	Attend preconstruction meeting	2	3						
2.	Provide one set offset stakes designating alignment and depth of new sewer and prepare grade sheets		3			2,000	\$200		
3.	Review contractor's submittals and working drawings as necessary	5	28		30				
4.	Attendance at weekly construction meetings (assume four (4) meetings)	8							
5.	Evaluate proposals for modifications to contract, prepare COs to contract for District's approval	8	12		10				
6.	Prepare a set of record drawings for the project		4	17					
	Hours	23	50	17	40				
	Cost	\$4,646	\$9,150	\$2,244	\$4,520	\$2,000	\$200	\$22,760	
						TOTAL Schedules A and B			\$56,983
FRANCISCO BOULEVARD EAST AT GRANGE - STORM DRAIN REHABILITATION PROJECT									
Rate \$/Hr		Senior Engineer	Engineer II	CAD Drafter I	Tech Admin Support	Direct Cost	Direct Cost Markup	TOTALS	
		\$202	\$183	\$132	\$113				
SCHEDULE C - DESIGN AND PREPARATION OF PLANS AND SPECIFICATIONS									
1.	Design and prepare plans and specifications								
a.	Prepare plan and profile sheets for project using City of San Rafael base maps	1	2	10					
b.	Conduct field surveys, take elev., locate util., on plans (use rec. dwgs, pavement markings)			2		\$800	\$80		
c.	Prepare construction details including traffic control requirements	1	1	3					
d.	Prepare technical specifications and bid documents		1		3				
e.	Coordinate backfill, paving & traffic control requirements for City of SR, prepare EP application	1	1						
2.	Prepare project construction cost based estimate on final construction plans and specifications	1	1		2				

FRANCISCO BOULEVARD EAST AT GRANGE - SEWER REHABILITATION PROJECT									
	Rate \$/Hr	Senior Engineer	Engineer II	CAD Drafter I	Tech Admin Support	Direct Cost	Direct Cost Markup	TOTALS	
3. Provide bid assistance - respond to contractors' questions, attend pre-bid mtg, issue addendums		2	2		4				
4. Attend two (2) progress meetings with District staff during design		5	9	15	9				
Hours									
Cost		\$1,010	\$1,647	\$1,980	\$1,017	\$800	\$80	\$6,534	
SCHEDULE D - DESIGN SERVICES DURING CONSTRUCTION (OPTIONAL)									
1. Attend preconstruction meeting			2						
2. Provide one set offset stakes designating alignment and depth of new sewer and prepare grade sheets			1			1,000	\$100		
3. Review contractor's submittals and working drawings as necessary			2		2				
4. Attendance at weekly construction meetings (assume four (4) meetings)		2							
5. Evaluate proposals for modifications to contract, prepare COs to contract for District's approval			2		2				
6. Prepare a set of record drawings for the project			1	3					
Hours		2	8	3	4				
Cost		\$404	\$1,464	\$396	\$452	\$1,000	\$100	\$3,816	



SAN RAFAEL SANITATION DISTRICT
Agenda Item 5.e.

DATE: June 5, 2020
TO: San Rafael Sanitation District Board of Directors
FROM: Doris Toy, District Manager/District Engineer
SUBJECT: Discussion on the Operations and Maintenance Manager Position

SUMMARY:

The Sewer Maintenance Superintendent job description was last prepared and approved in 2001. During that time, the Public Works Director was also the part-time District Administrator (or District Manager, as it is called now); and the Assistant Public Works Director oversaw all maintenance divisions, including the sewer maintenance division. For the District, the position was called Deputy District Administrator. When the Assistant Public Works Director/Deputy District Administrator retired in 2005, the District retained the retiree as a consultant to work part-time as the Deputy District Administrator. At that time, the District's maintenance program was growing and wastewater regulations were becoming more stringent. In 2007, the District decided it needed a full-time senior engineer and inspector, in lieu of using part-time staff from Public Works; and in doing so, the District eliminated the Deputy District Administrator to offset those costs.

Since 2007, the District Manager and Senior Engineer assisted the Sewer Maintenance Superintendent in implementing maintenance programs. However, in recent years, both the District's Maintenance and Capital Improvement Programs have grown at a more rapid rate due to the increasing wastewater regulations and maintenance of the District's facilities. The Senior Engineer became more focused on capital improvement and engineering related projects; and the District Manager, who became full-time in 2009, was also very busy with additional wastewater programs. Thus, the Superintendent's job duties have evolved with work demand and increasing responsibilities, acting more in a capacity as an Operations and Maintenance Manager, such as the one the City created in 2017. It appears the job description for Operations and Maintenance Manager corresponds with the current duties of the Sewer Maintenance Superintendent. Therefore, I am recommending that the current Sewer Maintenance Superintendent be changed to the Operations and Maintenance Manager.

FISCAL IMPACT:

The Operations and Maintenance Manager base salary is currently \$11,184 per month, which is 9.5% or \$970/month more than the Sewer Maintenance Superintendent. The District has sufficient funds in the Operations and Maintenance Fund for this increase.

ACTION REQUIRED:

The District Manager recommends that the Board approve the Sewer Maintenance Superintendent to be changed to the Operations and Maintenance Manager.

Attachment: Operations and Maintenance Manager Job Description

Job Description

OPERATIONS AND MAINTENANCE MANAGER

DEFINITION

Under general direction from the Assistant Director of Public Works, the Operations and Maintenance Manager plans, directs, manages, organizes, and monitors the Public Works operations and maintenance activities and staff, including streets, parks, drainage, pump stations, facilities maintenance and related construction activities; and provides complex administrative support and technical assistance to the Director of Public Works.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. This list is meant to be representative, not exhaustive.

- Directs the division work plan, projects and programs on a day-to-day basis as well as monitors workflow and reviews & evaluates work performed by maintenance personnel.
- Confers, assists and advises other Public Works personnel on proposed improvements, and problems related to Public Works assets including but not limited to streets, parks, pump stations, drainage facilities and facilities.
- Acts as a project manager for informal maintenance construction related to tree trimming, landscape maintenance, emergency storm repair, facility repair and other contracts as assigned.
- Develops and implements divisional goals, objectives, policies and procedures as well as reviews and recommends changes in organization and rules.
- Reviews plans for public works improvement projects related to maintenance activities.
- Schedules work crews to manage multiple works zones throughout the city in order to effectively maintain all levels of service for City streets, parks, drainage facilities and buildings.
- Develops and evaluates supervisory staff overseeing field personnel and ensures the development of maintenance staff.
- Provides technical information the City Staff, Council Members and the public; writes staff reports related to maintenance planning and scheduling; and prepares complex and sensitive reports and recommendations.
- Responds to and resolve difficult citizen inquiries and complaints.
- Meets with the public in small and large groups to discuss City Public Works policies, practices and problems.
- Proactively determines need for new equipment and facilities, major repair and rebuilding projects.
- Assists in the preparation and administration of the divisional budgets; develop budgetary program goals and objectives; review budgetary concerns and requests; advise Director of any anticipated deviations; review and approve expenditures.
- Manages and assists with the processing of project invoices, budgets, timesheets and financial documentation to facilitate maintenance activities.
- Coordinates Public Works activities with other City departments, State and County agencies.
- Supervises the development, administration and enforcement of departmental responsibilities in such matters as safety and emergency preparedness.
- Selects, supervises, trains and evaluates field maintenance subordinates.
- Performs related duties as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

- Principles and practices of Public Works maintenance and administration as applied to the design, construction and operation of Public Works assets, facilities and technical inspection services.
- Methods, materials and techniques employed in Public Works construction and maintenance.
- Principles and practices of modern office management.
- Recent developments, current literature and sources of information in municipal Public Works administration.
- Laws and codes related to Public Works maintenance.
- Principles of organization, administration, budget and personnel management including but not limited to scheduling, evaluations, financial project development and public interaction.

Ability to:

- Effectively manage and supervise Public Works personnel.
- Prepare plans, drawings, specifications, diagrams and make sketches.
- Interact and negotiate with contractors, engineers, and their representatives.
- Use a personal computer and related maintenance software.
- Supervise the preparation of maintenance records and prepare technical reports.
- Evaluate and resolve street, parks, and building maintenance problems.
- Establish and maintain effective working relationships.
- Communicate effectively, verbally and in writing.
- Work on an on-call basis during emergencies.
- Perform inspections and oversee work underground, and in unpleasant or potentially hazardous conditions.

EXPERIENCE AND EDUCATION

Any combination equivalent to experience and education that could likely provide the required knowledge and abilities may qualify. A typical way of gaining the knowledge, skill and ability outlined above is:

- 1) Graduation from high school or equivalent AND ten years of progressively responsible experience in the maintenance or construction of public works assets, sewer lines and/or pumping facilities, or landscape maintenance and repair, including at least five years in a supervisory capacity.

OR

- 2) Five years of management experience overseeing and directing Public Works operations, maintenance, systems, programs, construction and related activities.

LANGUAGE SKILLS:

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, procedure manuals, plans and schematics; ability to write routine reports and correspondence; ability to speak effectively before public groups or employees in the organization.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

REASONING ABILITY:

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form and have the ability to deal with problems involving several variables in standardized situations. The Operations and Maintenance Manager shall have the ability to identify solutions to complex problems in order to manage and maintain the City's assets in safe and working condition.

CERTIFICATES, LICENSES, REGISTRATIONS:

Must possess a valid California driver's license and have a satisfactory driving record.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee frequently is required to use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stand and walk. In the field the employee may be required to occasionally walk on rough and uneven surfaces. The employee must regularly lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee will encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in evenings or on weekends, on-call, and indoor conditions and regularly works near video display. The employee is occasionally exposed to outside weather conditions and uses a City vehicle. The noise level in the work environment is usually moderate.

Prepared by: Nash & Co
Prepared Date: February 2002
Revised by: Stacey Peterson
Approval date: December 2017
FLSA status: Exempt

6.a.



April 29, 2020

To the Board of Directors
San Rafael Sanitation District
San Rafael, California

This letter is provided in connection with our engagement to audit the financial statements of San Rafael Sanitation District (the "District") as of and for the year ended June 30, 2020. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit and the planned scope and timing of our audit.

Our Responsibilities

As stated in our engagement letter dated April 10, 2020, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America and, in accordance with *Government Auditing Standards*, and any state or regulatory audit requirements for the purpose of forming and expressing an opinion about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit does not relieve you or management of your respective responsibilities.

Planned Scope of the Audit

Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute, assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.

Our audit will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and as a basis for designing the nature, timing, and extent of further audit procedures. However, we will communicate to you at the conclusion of our audit, significant matters that are relevant to your responsibilities in overseeing the financial reporting process, including any material weaknesses, significant deficiencies, and violation of laws or regulations that come to our attention.

What inspires you, inspires us. | eidebailly.com

260 Sheridan Ave., Ste. 440 | Palo Alto, CA 94306-2011 | T 650.462.0400 | F 650.462.0500 | EOE

We expect to begin our audit on approximately July 20, 2020 and issue our report on approximately September 14, 2020.

This information is intended solely for the information and use of Board of Directors and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

Eide Bailly LLP

Palo Alto, California